

Cloud GIS Managed Services

Contract Name:

City of Pembroke Pines, FL SOW (5-1-2025 to 4-30-2028)



1501 Belle Isle Avenue
Suite 110 PMB1047
Mount Pleasant SC 29464
info@roktech.net

Jan 22, 2025

City of Pembroke Pines, FL
601 City Center Way
Pembroke Pines, Florida
33025

Dear Matthew,

We sincerely appreciate your continued interest in our GIS Support and Managed Services to support your Enterprise GIS. Enclosed within this document are comprehensive details regarding our offerings and their corresponding costs. Should you require any additional information or assistance, please feel free to reach out to me directly.

Once again, thank you for considering our services. We eagerly anticipate the opportunity to continue to support your program and contribute to its success!

Sincerely,

Rudy Ruvalcaba
Client Success Director
ROK Technologies, LLC
1501 Belle Isle Pkwy | Mount Pleasant, SC 29464
p: | m: +1 9095613631 | e: rruvalcaba@roktech.net

1. Introduction

ROK has been delivering GIS Cloud Managed Services for over a decade. As an Esri Platinum Partner, our sole focus is architecting, deploying and managing the ArcGIS® Enterprise suite and Desktop applications in cloud and hybrid environments. We serve hundreds of organizations in multiple verticals ranging from Fortune 500 companies to small local municipalities.

City of Pembroke Pines, FL (hereafter referred to as "Client") has engaged ROK Technologies, LLC (hereafter referred to as "ROK") to perform implementation and managed services related to and in support of Client's AWS environment and Esri ArcGIS® Enterprise software.

This Statement of Work ("SOW") dated 05-01-2025 sets forth the scope of services, support, roles and responsibilities identified and agreed upon in addition to the terms and conditions under which the services shall be conducted.

ROK appreciates your investment and is dedicated to supporting the health and efficiency of its essential GIS and IT resources.

2. ROK's GIS Cloud Support and Managed Services

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services the ROK Team will provide Client for the new Enterprise GIS environment. Our goal is to take the GIS and IT management off your plate so you can focus on what you do best!

General Services

Dedicated Client Success Manager

ROK's primary goal is to provide Client with flawless service, becoming an extension of Client's technical team of experts. Serving as Client's single point of contact, ROK Technologies assigned Client Success Manager's primary responsibilities shall include:

- Understanding Client's business needs
- Managing Client's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Scheduled Business Reviews

Client Support

Client Support Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway or our toll-free support line which will be provided after execution of contract. Additional support details can be found in **Exhibit D**.

Esri Software Support and Services

The goal of ROK's Esri Commercial Off-the-Shelf ("COTS") Support and Services is to ensure your Enterprise stays up to date with the latest upgrades, configurations, and updates to meet your organizational requirements. In order for ROK to provide the following services, Client agrees to provide the ROK Team with the following access:

Software Services Requirements:

- Client provides Esri Administrator "My.Esri" License Access to ROK
- ROK's Monitoring Agent installed in the Cloud Environment
- Client provides Virtual Machine Administrator Access to ROK

Software Services - Incident Tracking

- Receive and respond to incidents reported by the Client in accordance with the service levels defined in **Exhibit D**.
- Record and track each incident in ROK's case management system.
- Periodically report the current status of the incident to designated Client personnel based on severity of issue outlined in **Exhibit D**.
- Communicate the steps taken to ultimately resolve the incident.

Esri Software Configuration Assistance

- Collect information from Client regarding the scope of the change requested, the motivation for the change, and the expected results.
- Investigate the potential impact of the change, in terms of desired results and unintended consequences.
- Determine the steps necessary to implement the change while mitigating risk.
- Recommend a course of action to Client.
- Implement changes in accordance with the plan of action upon Client authorization.
- Record the change in accordance with Client's change management processes.

Esri COTS Application Upgrades, Patches and Updates

- Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.

ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.

- Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client.

- Esri critical security patches will be reviewed by ROK for potential impact and applied based on an agreed upon schedule.

Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our customers.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party.

Infrastructure Support and Services

The primary goal of ROK's infrastructure support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. The scope, deliverables, and terms of ROK's Infrastructure Support services are described below in the following sections and **Exhibit C**.

Infrastructure Services

Management of OS Updates and Patches | ROK Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. OS Patching activities help keep your resources current and secure and are automated and monitored as they are released. Any non-critical/security OS patches and other non-managed (IE NOT ESRI) applications are not the responsibility of ROK. Clients can work with ROK to identify any additional OS patches of concern and ROK will install. Non-managed applications are not the responsibility of ROK, unless explicitly agreed to.

Infrastructure Monitoring and Response | ROK Managed Services monitors the overall health of your ArcGIS infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

Infrastructure Changes | ROK assumes the responsibility of rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending client approval. In emergency response situations, the client grants ROK the authority to implement modifications, ensuring uninterrupted uptime for the environment

BackUp and Retention | ROK assumes the responsibility of running and retaining the backups of the VMs and Enterprise GeoDatabases per the frequency and duration listed on the BackUp and Retention Table.

Virtual Desktop Management | ROK provides ongoing support for ArcGIS Pro and/or Desktop on your VDI Solution. The management of any additional software or application is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

3. Exclusions – ROK Service and Support does not include the following:

- Debugging custom components, applications, code, or models
- Customization of solutions, templates, or tools; including unsupported software functionality. Please contact Esri's consulting services for assistance in this area.
- Workflow design, data processing, data design, or software training. Please explore Esri's training resources or contact Esri's consulting services for assistance in these areas.
- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts. Please contact Esri Sales for more product information.
- Web or Mobile Application Development
- Data editing and analysis
- ArcGIS Monitor interpretation and analysis
- Script authoring and maintenance

4. Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

- ROK Technologies shall primarily render Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
- Client shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5. Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with Client. As scheduling changes arise, Client shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

6. Change Control Policy

As ROK Technologies and Client collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that Client would like to discuss the addition or subtraction of specified, agreed upon services, Client will submit a Service Request to ROK. Client's, ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

Client or ROK may request changes that would increase or otherwise modify this SOW. Such changes or additional services must be in accordance with the City of Pembroke Pines Code of Ordinances and must be contained in a written amendment to this SOW executed by the Parties hereto prior to any deviation from the scope herein described. ROK's Project Manager will maintain written documentation of any requested changes to this SOW and all communication related to such change(s), ROK will provide such documentation to the City of Pembroke Pines' designated point of contact upon request. ROK and City of Pembroke Pines shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected and shall enter into a written amendment to this SOW if accepted.

7. Disclaimers

In addition to the disclaimers and limitations set forth in **Exhibit D** Master Services Agreement (MSA), Client understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of Client. No warranty or service contract covers infection of any system with a virus introduced by Client. All work necessary for ROK Technologies to remove viruses will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, and response times set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by Client, any employee, vendor or other agent of Client, or any inability of ROK to obtain the minimum access to Client's system.

8. Acceptance

This Agreement constitutes the full agreement between ROK and Client for the Managed Services described herein.

Upon execution by the Parties, this Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement "Exhibit D" between the Parties. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SOW and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

9. Term, Pricing, and Billing

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in the table below. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of services.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to Client do not include applicable state and local sales, use and related taxes. The Client is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Client will provide Company with proof of tax-exempt status.

Services	
Esri Software Support	
Cloud Infrastructure Support Services	
Virtual Desktops	4
Monthly Cost	\$5,077.00
Term	36 Months

The initial term of this SLA shall begin on 05-01-2025 and expire on 04-30-2028. Upon expiration, the Parties may mutually agree to extend the term of this SLA as set forth in a written amendment signed by the parties hereto.

Infrastructure and services will be reviewed on an ongoing basis. Should City of Pembroke Pines, FL require a change in resources that differ from those listed in this SLA, ROK Technologies will communicate the necessary changes to City of Pembroke Pines, FL along with the associated costs/savings.

Any general price increase will be communicated in writing at least one hundred and twenty days (120) prior to the expiration date of the agreement. . General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SLA as promotional or one-time.

Payments are due 30 days from receipt of the invoice. Non-payment after 60 days can result in suspension of service.

Exhibits A through E are hereby incorporated into the provisions of this contract.

Contract Term: 36 months

Contract Start Date: 05-01-2025

Contract End Date: 04-30-2028

Payment Option: Annually

Agreed to and Accepted By:

ROK Technologies, LLC

Signature:



Name: Alexandra Coleman

Title: CEO, ROK Technologies

Date: 03/14/2025

Client

Signature:

Name:

Title:

Date:

Verification:

APPROVED AS TO LEGAL FORM


OFFICE OF THE CITY ATTORNEY

DATED: 3/10/25
EMANUEL S. GOLD

Exhibit A: Environment Overview

Infrastructure Details Table

Environment	Name	Version	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Server Size
Production	AWS - ArcGIS Portal	10.9.1	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Relational DataStore	10.9.1	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Server	10.9.1	1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - Citrix Server		1	100	100			8 vCPUs 32GB RAM
Production	AWS - File Server		1	100	100	500		2 vCPUs 8GB RAM
Production	AWS - SQL Server		1	100	100	200		4 vCPUs 16GB RAM
Production	AWS - Web Server		1	100	100			2 vCPUs 8GB RAM
Production	Citrix Workspace License(s)		4					
	AWS - Active Directory		1					
	AWS - S3 Bucket - 1TB		2					

Items Added/Changed

Environment	Name	Version	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Current Server Size	New Server Size
Production	AWS - Web Server		1	100	100			2 vCPUs 4GB RAM	2 vCPUs 8GB RAM

Applications

Environment	Server	Application
Production	ArcGIS Portal Server	Portal for ArcGIS
Production	ArcGIS Relational Data Store	ArcGIS Datastore
Production	ArcGIS Server	ArcGIS Server
Production	File Server	ArcGIS License Manager
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor

Integrations

The following table lists integrations and interfaces that will be included in the Enterprise GIS environment. These are shown in alphabetical order. ROK's role in assisting CLIENT with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by Client.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Client will be required to ensure all business interfaces and workflows are tested and working correctly.

Integrations Table

Interface	Description
No App Integrations	N/A

Virtual Desktop Solution(s)

Server	Server Size	OS Drive (GB)	Data Drive (GB)
AWS - Citrix Server	8 vCPUs 32GB RAM	100	

VDI Service	Qty	Description
Citrix Workspace License(s)	4	
<p>The VDI Solution is scoped to support the software and/or applications defined in the VDI Applications Table below. Any additional software and/or applications installed by Client or by ROK by request can impact performance and may result in a change in scope.</p>		

VDI Application(s)	Description
ArcGIS Desktop (ArcMap)	
ArcGIS Pro	
<p>ROK Supported Software ROK supports ArcGIS Pro and Desktop on your VDI Solution. The management of any additional software or applications is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.</p>	

Exhibit B: Content Summary

No content will be migrated into the Cloud environment as part of this SOW

Exhibit C: Support

Client Support

Tickets can be submitted 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.

Support Overview

Client Gateway (“Gateway”): ROK will provide the Client with unlimited access to Gateway support. Client will report malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK’s Support Staff (“Support Staff”) will be assigned and Client will be contacted within a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client’s reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.

Telephone Support Service: ROK will provide to Client unlimited access to 24/7 Telephone Support (“Telephone Support”) via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction.

Severity of Malfunctions

ROK will correct Malfunctions as provided herein. “Malfunction” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:

Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user’s business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.

Severity Level 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Client’s use of the Services, for the entire company or large groups of users.

Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Client’s use of the Services and for which an acceptable circumvention is available.

Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications

Correction of Malfunctions

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:

Report of Malfunction With respect to a report of any Malfunction, Client personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.

Critical Malfunctions If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Client of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.

ROK's Level of Effort ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.

Action Required from ROK For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the Client staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable.

Backup Frequency and Retention Period

ROK Technologies provides 24/7 monitoring and management of backup and retention processes for Virtual Machine (VM) attached disks and SQL Server instances to ensure data integrity and availability. Backup specifications and retention details are listed below. Backup failures trigger immediate alerts, and corrective actions are taken promptly. Clients are responsible for notifying ROK Technologies of any changes in backup requirements.

Service	Qty
VM and Volume - Daily Full Backup (#/day)	2
VM and Volume - Daily Full Backup Retention (mo)	1
VM and Volume - Monthly Full Backup Retention (mo)	12
SQL Server - Daily Differential Backup (#/day)	6
SQL Server - Daily Differential Backup Retention (mo)	1
SQL Server - Weekly Full Backup (#/week)	1
SQL Server - Weekly Full Backup Retention (mo)	1
SQL Server - Monthly Full Backup Retention (mo)	12

Exhibit D: Master Services Agreement

This Master Services Agreement (the “**MSA**”) is effective as of 5/1/2025 12:00:00 AM (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and Client. ROK and Client are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.” This MSA shall govern the Parties’ relationship as more fully described in Statements of Work (each, an “**SOW**”) agreed upon between the Parties pursuant to the terms of this MSA. This MSA anticipates the execution of various written SOWs with the Statement of Work (“**SOW**”) dated 05-01-2025 being the first one, and the following terms shall apply to such SOWs. The MSA, SOW and all exhibits, addendums and/or amendments thereto are collectively referred to herein as the “**Agreement**.”

A. RECITALS

ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or “GIS”—computing systems.

1. Client seeks to hire ROK to provide certain Services in relation to Client’s own GIS Platform, and ROK desires to provide the Services pursuant to the terms and conditions of this Agreement.
2. NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. SELECT DEFINITIONS

“**Client’s Platform**” or the “**Platform**” means the collection of Client’s data and applications managed by ROK pursuant to this Agreement.

1. “**Managed Services**” means the management of Client by ROK pursuant to a Service Level Agreement.
2. “**Tenant**” means Client if Client’s Platform is hosted by ROK on ROK’s cloud-based systems.
3. “**Professional Services**” means any and all Services rendered by ROK to Client pursuant to an SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.
4. “**Services**” means any and all Services rendered by ROK to Client pursuant to an SOW, including all Managed Services and Professional Services.
5. “**Service Level Agreement**” or “**SLA**” means a type of SOW that sets forth the specific terms applicable to ROK’s provision of Managed Services.

C. SERVICES

Services. Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW—including, where applicable, a Service Level Agreement.

ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

D. SOWs

1. **Form of SOW.** ROK will not proceed with performing Services until both Client and ROK have signed the applicable SOW. Each SOW, once signed by both Parties, will become a part of this Agreement. Each SOW must be in writing and should include, at a minimum:
 - a. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;
 - b. Period of duration expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;
 - c. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;
 - d. Resources required from Client for performance of the Services, such as access to particular information, systems, or environments, involvement of specific personnel, and so forth;
 - e. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;
 - f. Fees owed to ROK for the Services, along with method of computation (e.g., fixed fee or hourly rate) and timing/conditions of payment (e.g., milestone-based);
 - g. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and
 - h. Identification of the Client department responsible for overseeing the project and Client's employee designated as project owner.
2. **Amendment.** SOWs may only be amended by a written document signed by each Party's authorized representative, and per the change management procedures set forth therein.
3. **Governance.** Each SOW will, upon execution by both of the Parties hereto, be incorporated into and become part of this Agreement. In the event of any conflict between this Agreement and any SOW, the terms and conditions of the applicable SOW shall control as to the specific deliverables and Services addressed in said SOW, and this Agreement shall control as to all other matters.

E. PRICING

1. **Pricing.** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:
 - a. Those specified in ROK's then-current price list
 - b. Those specified in a written price quotation submitted by ROK; or
 - c. Those specified in the SOW; or
 - d. Incidental extra fees agreed-upon by the Parties from time to time
2. **Taxes.** All prices are exclusive of any taxes, fees, duties or other applicable amounts. Client shall pay the taxes related to Services purchased pursuant to this Agreement, or Client shall present an exemption certificate acceptable to the taxing authorities upon request. Applicable taxes, if any, will be billed as a separate item on the invoice. ROK reserves the right to increase the fees for Services in the event Client determines any withholding tax obligation prevents ROK from receiving the specified prices for such Services.

F. PAYMENT AND INVOICING

Payment. Unless otherwise indicated in a SOW, payment terms are net 30 days. Any sum not paid by Client within sixty (60) days from the date of the invoice will bear interest from the date of the invoice until paid at the maximum rate permitted by law.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Prices applicable to Client do not include applicable state and local sales, use and related taxes. The Client is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request Client will provide Company with proof of tax-exempt status.

1. **Invoicing.** As set forth below, ROK will invoice Client depending on the type of Services:
 - a. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice Client for such Services, and payment will be due, in advance of performance of the same.
 - b. For Professional Services, ROK will invoice Client per the SOW's invoicing schedule. Invoices may contain multiple milestones or a single invoice at the start or end of the project. Unless otherwise mutually agreed upon in writing or via a change management procedure, the total invoiced amounts for SOW milestones shall not exceed the total amount agreed upon in the SOW. If a SOW does not contain a milestone schedule, ROK will invoice Professional Services performed under such SOW as set forth in such SOW.
2. **Deposit.** ROK reserves the right to charge Client a deposit for payment on any SOW.
3. **Disputed Charges.** Written notice of any disputed charge must be received by ROK within thirty (30) calendar days of the date of issuance of the invoice in question or Client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, ROK will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees based on the terms of purchase.
4. **Collections.** If payment has not been received within the three-month period after the due date, ROK will have no other option but to undertake collection and enforcement efforts. If collection and enforcement efforts are undertaken by ROK, Client shall be liable for all costs thereof, including reasonable attorneys' fees. If Client is in arrears on any invoice, ROK may, upon giving notice, apply any deposit thereto and suspend, withhold or terminate further performance of Services until all arrearages are brought current.

G. TERM, SCOPE, AND TERMINATION

1. **Term.** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this Section 7, shall remain in effect until the later of (1) three (3) years after the Effective Date or (2) sixty (60) days after completion of all rights and obligations by each Party under any SOW, so long as no other SOWs are outstanding.
2. **Change of Scope.** ROK reserves the right to change the scope and content of any of the Services upon client amendment approval.
3. **Termination.** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:
 - a. If the other Party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching Party if the breaching Party fails to cure such breach within such period;
 - b. If the other Party: ceases, or threatens to cease to carry on business as a going concern; or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or an event similar to any of the foregoing occurs under applicable law;
 - c. If, except as provided below, either Party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement, any support agreement, or any SOW, without the prior written consent of the other Party, or in the event of a sale of all or substantially all of such Party's assets, or transfer of a controlling interest in such Party to an unaffiliated third Party. Notwithstanding the foregoing: ROK reserves the right to subcontract Services to any affiliate or third-party organization to provide Services to Client, and ROK may assign this Agreement or all or any portion of its rights and obligations hereunder, to any affiliate of ROK; and/or.

d. If fees are not paid when due and payment has not been received within thirty (30) days after notice from ROK to Client of such past due payment, ROK may suspend or withhold the provision of Services until all amounts past due are paid in full, and/or immediately terminate this Agreement or any Services provided hereunder.

e. Additionally, this Agreement may be terminated by Client for convenience, upon providing thirty (30) calendar days of written notice of such termination to ROK, in which event ROK shall be paid its compensation for services performed to termination date; any un-used and pre-paid portion of the contract amount remaining for the term shall be refunded.

4. Effect of Termination

- a. If, following termination of this Agreement, the Parties execute an SOW, then any such SOW will be governed by the terms and conditions of this Agreement notwithstanding the earlier termination of this Agreement, unless and until the Parties execute a new MSA to govern the SOW.
- b. Each of the Services provided hereunder will terminate immediately upon termination of this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the Parties in writing.
- c. Upon termination of this Agreement or any Services, Client shall pay ROK for all work ROK has performed up to the Effective Date of termination at the agreed upon prices, fees and expense reimbursement rates.

H. BACKUPS; DATA LOSS OR CORRUPTION

1. **Data Loss or Corruption.** ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from Client's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any Client application or system with such as a Virus. Any virus not expressly introduced by ROK shall be deemed a Virus introduced by Client. ROK may, at its discretion, bill Client for the Professional Services required to remove a Virus and restore the system.

I. Client RESPONSIBILITIES AND RESTRICTIONS

1. **Tenant Responsibility for Certain Factors Affecting Uptime.** The service commitment and hourly or uptime commitment do not apply to any unavailability, suspension or termination of an included Service, or any other included Service performance issues: (i) caused by factors outside of ROK's reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client's equipment, software or other technology and/or third party equipment obtained by Client, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from Client or third-party (including Cloud provider) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to Client's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of Client's right to use the applicable included Service in accordance with the Agreement. If availability is impacted by factors other than those listed herein or used in ROK's monthly uptime percentage calculation, then ROK may issue a service credit to Client at its exclusive discretion.
 - a. For each individual Virtual Machine Instance, ROK will use commercially reasonable efforts to make the Single Virtual Machine Instance available with an Instance-Level Uptime Percentage of at least 99.5%, in each case during any monthly billing cycle. In the event any Single Virtual Machine Instance does not meet the Instance-Level Uptime Percentage, Client will be eligible to receive a Service Credit as described below.

Instance Level Uptime Percentage

Less than 99.5% but equal to or greater than 99.0%
 Less than 99.0% but equal to or greater than 95.0%
 Less than 95.0%

Service Credit Percentage

10%
 30%
 100%

J. WARRANTY; DISCLAIMER AND LIMITATIONS

Services Warranty. With respect to Services performed by ROK, ROK warrants to Client, unless otherwise specified in writing, that the Services as and when delivered or rendered, will conform to the standard of care exhibited by reasonably skilled contractors in the industry (network systems integration). Client shall notify ROK in writing within ninety (90) days after provision of the Services in question if any of the Services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after provision of the Services without the notification described herein shall constitute Client's final acceptance of the Services.

1. **Third-Party Product Warranties.** With respect to particular products manufactured or supplied by third parties to ROK for resale to Client, ROK MAKES NO WARRANTIES OF ANY KIND IN ADDITION TO OR EXCEEDING THE WARRANTY SUPPLIED OR OFFERED BY THE RESPECTIVE MANUFACTURER OR SUPPLIER, which shall be transferred or assigned to Client, if possible, and Client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Client for breach of product warranty, ROK must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Client's request, ROK agrees to take all actions reasonably necessary or appropriate to secure Client's rights and to protect its interests under such third-party warranties. Work performed by ROK, not covered by product warranty, will be billed to Client at the applicable ROK rate.
2. **Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SERVICES ARE AT Client's OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY THAT USE OF OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, FREE OF DEFECTS, OR FREE OF TECHNICAL PROBLEMS.**
3. **Limitation of Liability.** ROK'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, IS ABSOLUTELY LIMITED TO CORRECTION OF ANY NONCONFORMITIES IN ANY SERVICES, OR REFUND OF THE PURCHASE PRICE, OR REFUND OF SPECIFIC AMOUNTS PAID FOR PRODUCTS OR SERVICES WHICH FAIL TO CONFORM, AT ROK'S SOLE OPTION AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ROK UNDER THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICES WHICH GIVE RISE TO THE CLAIM. EXCEPT FOR THEIR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM Client's USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION. THE PRICING OF ALL SERVICES AND THE TERMS AND CONDITIONS OF ALL SALES ARE BASED UPON THIS LIMITATION OF LIABILITY.

K. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year following the end of this Agreement, neither Party will (i) offer employment to any employee of the other Party; or (ii) attempt to directly or indirectly induce any employee of the other Party to terminate his or her employment. In the event of a breach of this section, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, each Party shall be entitled to seek an injunction against such breach. The obligations set forth in this section are independent covenants and shall survive termination of this Agreement. Notwithstanding the foregoing, each Party shall be free to offer employment to any employee or subcontractor that directly contacts such Party in response to general public advertisement of employment opportunities (including the use of employment agencies and recruiters).

L. DISPUTE RESOLUTION

Governing Law. This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either Party.

1. **Elective Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this contract, or the breach thereof, shall upon the written demand of any Party, and if consented to by official action by the City of Pembroke Pines Commission, may be settled by three (3) arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the state of Florida. The location of the arbitration shall be the AAA facility in or nearest to Pembroke Pines, Florida, or such other venue as agreed upon in writing by the Parties. An election by any Party to arbitrate under this paragraph shall be binding on all other Parties and their heirs, successors, and assigns. The AAA fees shall be divided equally between the Parties unless otherwise determined by the arbitrators.
2. **Venue.** Subject to and without waiving the arbitration agreement in the preceding paragraph, the proper and exclusive venue for any judicial action between the Parties—including any remedies in aid of arbitration, such as a petition to compel arbitration or confirm an arbitration award—shall be the state and federal courts located in or nearest to Broward County, Florida. The Parties stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.
3. **Legal Fees.** If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, litigation costs (including arbitration fees and court fees), and any other relief it may be awarded.

M. CONFIDENTIALITY

Confidential Information. "Confidential Information" shall mean and include all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein, information related to ROK fees, and Client's information technology systems, policies, and procedures, and any information relating to markets, customers, products, patents, inventions, procedures, methods, designs, object code, data, programs, improvements, training materials,

workflows, and works of authorship. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure.

1. **Duty of Nondisclosure.** It is expected that, appurtenant to this Agreement, each Party to this may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement or otherwise required by law, including Ch. 119, Florida Statutes. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees, independent contractors, or legal or tax advisors who are authorized according to this Agreement and who have a "need to know such information." Each Party shall ensure that the employees, independent contractors, or legal or tax advisors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information.
2. **Survival.** Each Party's duty of confidentiality with respect to all Confidential Information it receives hereunder will survive termination or expiration of this Agreement and will be binding upon each Party's successors and assigns. Upon termination or expiration of this Agreement, all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party. the Parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to each Party's business, as well as the Services provided under this Agreement. The Parties hereby agree to keep such information and the terms of this Agreement confidential. The Parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.
3. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section, ROK shall be authorized to disclose Client's Confidential Information to subcontractors, contractors or employees of a ROK entity who have a legitimate business need to have access to such information. ROK shall be responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.
4. **Confidentiality of Agreement.** Neither Party may disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party, such consent shall not be unreasonably withheld. Any press release or publication regarding this Agreement is subject to prior review and written approval of the Parties.

N. INTELLECTUAL PROPERTY

Pre-Existing IP. Each Party will retain the exclusive ownership of all of its pre-existing intellectual property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a Party prior to commencement of any Services hereunder, or that are otherwise developed by or for such Party outside the scope of this Agreement.

1. **ROK IP.** Except as otherwise expressly set forth in this Agreement or an applicable SOW, ROK owns and will continue to own all right, title, and interest in and to the Services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by ROK (or a third party acting on ROK's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively "**ROK IP**").
2. **Client IP.** As between Client and ROK, Client at all times retains all right, title and interest in and to all of Client's data and applications provided by Client to ROK hereunder, Client's pre-existing technology and all intellectual property that is developed by Client or by a third party on Client's behalf thereafter, other than ROK intellectual property.
3. **Third-Party Products.** Third party products will always be owned by the applicable third party and will be subject to any applicable third Party license terms.

O. INDEMNIFICATION

1. **Duty.** ROK, on its own behalf, and on behalf of its respective third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitor**") will defend, indemnify, and hold harmless the Client and its third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitee**") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising from or related to: (i) any gross negligence or willful misconduct by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations or industry standards; and (iv) any violation or alleged violation by Indemnitor of the rights of any third party, including without limitation, intellectual property rights.
2. **Claim Procedure.** The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.
3. The Parties acknowledge that Client shall remain responsible for any liability resulting from its own actual or alleged negligence, willful misconduct, acts or omissions during performance of this Agreement, subject to the rights and immunities afforded to it under the common law and §768.28, Florida Statutes, as may be amended from time to time.
4. Nothing contained herein nor in any SOW is intended nor shall be construed to waive Client's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

P. GENERAL PROVISIONS

Entire Understanding. This Agreement, along with all Exhibits and Appendices incorporated by reference herein, and all SOWs executed by the Parties pursuant to this Agreement, contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or

inferred beyond those expressly provided for. To the extent ROK is required to click to agree or accept any written terms of Client in order to provide the Services (e.g., accepting Client's website terms to access Client's designated environment), the Parties understand and agree that such act is the result of a technological requirement and is of no binding effect upon the Parties.

1. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.
2. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in a formal amendment and signed by both Parties.
3. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party, affiliated entity, or related division without the prior written consent of the other Party.
4. **Notices.** All notices provided in connection with this Agreement will be in writing and will be delivered by email and either (i) certified or registered mail, postage prepaid and return receipt requested or (ii) overnight delivery courier (e.g., FedEx) and will be deemed effective upon receipt by the authorized representative at the address provided below:

Client: Charles F. Dodge, City Manager, City of Pembroke Pines, 601 City Center Way, 4th Floor, Pembroke Pines, FL 33025, Telephone : (954) 450-1040

Copy to: Samuel S. Goren, City Attorney, Goren, Cherof, Doody & Ezrol, P.A., 3099 East Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308, Telephone: (954) 771-4500

ROK: Alexandra Coleman, CEO, 1501 Belle Isle Ave, Suite #110, Mount Pleasant, SC 29464, Telephone (843) 577-3192

5. **Force Majeure** – ROK may, without liability, suspend or delay performance or cancel this Agreement on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
6. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.
7. **Counterparts.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
8. **Insurance.**
 1. ROK expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ROK shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein required.
 2. ROK AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until ROK has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a

Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

3. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Client's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
4. Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the Client in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either ROK or their Insurance Broker must agree to provide notice.
5. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the Client. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, ROK shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. ROK shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. ROK shall be liable to Client for any lapses in service resulting from a gap in insurance coverage.
6. REQUIRED INSURANCE. ROK shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:
 1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 1. Each Occurrence Limit - \$1,000,000
 2. Personal & Advertising Injury Limit - \$1,000,000
 3. General Aggregate Limit - \$2,000,000
 4. Products & Completed Operations Aggregate Limit - \$2,000,000

Aggregate Reduction: ROK shall advise the Client in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, ROK will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the Client with a new certificate of insurance showing such coverage is in force.

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Client's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

2. Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of ROK engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, ROK shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by ROK. Coverage for ROK and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
3. Cyber Liability, including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the Client. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Client's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

7. REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
 2. Waiver of all Rights of Subrogation against the Client.
 3. Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the Client.
 4. ROK's policies shall be Primary & Non-Contributory.
 5. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Client.
 6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.
 8. Any and all insurance required of ROK pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Client as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by ROK and provided proof of such coverage is provided to Client. ROK and any subcontractors shall maintain such policies during the term of this Agreement.
 9. The Client reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
 10. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability ROK has assumed in the indemnification/hold harmless section(s) of this Agreement.
9. **Non-Discrimination and Equal Opportunity Employment.** During the performance of the Agreement, neither ROK nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. ROK will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of

pay or other forms of compensation, and selection for training, including apprenticeship. ROK shall agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. ROK further agrees that ROK will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that ROK is an independent contractor under the Agreement and not the Client's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. ROK shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ROK's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of ROK, which policies of ROK shall not conflict with City, State, or Federal policies, rules or regulations relating to the use of ROK's funds provided for herein. ROK agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between ROK and the Client and the Client will not be liable for any obligation incurred by ROK, including but not limited to unpaid minimum wages and/or overtime premiums.

11. **Public Records.**

1. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. ROK shall comply with Florida's Public Records Law. Specifically, ROK shall:
 1. Keep and maintain public records required by the Client to perform the service;
 2. Upon request from the Client's custodian of public records, provide the Client 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, ROK shall destroy all copies of such confidential and exempt records remaining in its possession after ROK transfers the records in its possession to the Client; and
 4. Upon completion of the Agreement, ROK shall transfer to the Client, at no cost to the Client, all public records in ROK's possession. All records stored electronically by ROK must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
2. The failure of ROK to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Client may terminate the Agreement in accordance with the terms herein.

IF ROK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ROK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS

AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
drogers@ppines.com**

12. **Scrutinized Companies.** ROK, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 1. Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 2. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 2. Is engaged in business operations in Syria.
13. **Access to Records.** Upon request and reasonable notice, Client shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to ROK's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to Client upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.
14. **E-Verify.**
 1. ROK certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
 1. Definitions for this Section.
 1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
 2. "Contractor" includes, but is not limited to, a vendor or consultant.
 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 4. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
 2. **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize

the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
15. **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with Client are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, ROK represents and warrants that it does not use coercion for labor or services as provided by state law.
16. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the COLLEGE represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
17. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, ROK certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the Client consistent with Section 287.137, Florida Statutes, as amended.

18. **Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, ROK represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
19. **Compliance with Foreign Entity Laws.** ROK ("Entity") hereby attests under penalty of perjury the following:
 1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
 2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
 3. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
 4. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
 5. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
 6. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS FOLLOWS

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 03/14/2025

ENTITY: **ROK TECHNOLOGIES, LLC**

SIGNED BY: 

NAME: Alexandra Coleman

TITLE: CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sheally Insurance Group 34 Covil Ave. Wilmington NC 28403		CONTACT NAME: Keta White PHONE (A/C No. Ext): (910) 452-9877 E-MAIL ADDRESS: teamcommercial@sheallyinsurance.com FAX (A/C, No): (888) 321-4818	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONWIDE AFFINITY CO OF AMER	NAIC # 26093
		INSURER B: NATIONWIDE MUT INS CO	23787
		INSURER C: BEAZLEY INS CO INC	37540
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6060			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		ACPCG013078320278	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			ACPCU013078320278	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			H23TG32766-01 with Cyber	10/26/2024	10/26/2025	Each Claim \$ 2,000,000
							Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additionally insured with regard to general liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Ins Co	NAIC # 23817
	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

INSURED

ADP TotalSource FL XVII, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
Alternate Employer:
Rok Technologies LLC

1501 Belle Isle Ave Ste 110
Mt Pleasant, SC 29464

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC 088407048 FL	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for Rok Technologies LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Rok Technologies LLC is an alternate employer under this policy.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Sheally Insurance Group 34 Covil Ave. Wilmington NC 28403	CONTACT NAME: Keta White PHONE (A/C No. Ext): (910) 452-9877 E-MAIL ADDRESS: teamcommercial@sheallyinsurance.com	FAX (A/C, No): (888) 321-4818
	INSURER(S) AFFORDING COVERAGE	
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6060	INSURER A: NATIONWIDE AFFINITY CO OF AMER	NAIC # 26093
	INSURER B: NATIONWIDE MUT INS CO	23787
	INSURER C: BEAZLEY INS CO INC	37540
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACPCG013078320278	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCU013078320278	05/15/2024	05/15/2025	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability & Cyber Liability			H23TG32766-01	10/26/2023	10/26/2024	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured applies to the certificate holder regarding General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Sheally Insurance Group 34 Covil Ave. Wilmington NC 28403		CONTACT NAME: Alyson Stromberg PHONE (A/C No. Ext): (910) 452-9877 E-MAIL ADDRESS: service@sheallyinsurance.com FAX (A/C, No): (888) 321-4818	
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6060		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE MUT FIRE INS CO INSURER B: BEAZLEY INS CO INC INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23779N 37540	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary & Non-Contributory Incd GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x		ACPGLGO3058320278	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCAF3058320278	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability & Cyber Liability			H22TG32766-00	10/26/2022	10/26/2023	Incident Limit \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured applies to the certificate holder regarding General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sheally Insurance Group 34 Covil Ave. Wilmington NC 28403		CONTACT NAME: Alyson Stromberg PHONE (A/C No. Ext): (910) 452-9877 E-MAIL ADDRESS: service@sheallyinsurance.com FAX (A/C, No): (888) 321-4818																						
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6060		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>NATIONWIDE AFFINITY CO OF AMER</td> <td>26093</td> </tr> <tr> <td>INSURER B:</td> <td>NATIONWIDE MUT INS CO</td> <td>23787</td> </tr> <tr> <td>INSURER C:</td> <td>BEAZLEY INS CO INC</td> <td>37540</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NATIONWIDE AFFINITY CO OF AMER	26093	INSURER B:	NATIONWIDE MUT INS CO	23787	INSURER C:	BEAZLEY INS CO INC	37540	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary and Non-Contributory Inc GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACPCG013068320278	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Cyber Suite Aggregate \$ 100,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCU013068320278	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability & Cyber Liability			H22TG32766-00	10/26/2023	10/26/2024	Incident Limit \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured and blanket waiver of subrogation apply to the certificate holder regarding General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barbara Suppa

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois National Ins Co	NAIC # 23817
	INSURED ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Rok Technologies LLC 601 CITY CENTER WAY Pembroke Pines, FL 33025	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A	WC 034274994 FL	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Rok Technologies LLC paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Rok Technologies LLC is an alternate employer under this policy.

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Moulton & Sheally Insurance, LLC 810 Johnnie Dodds Blvd Mt. Pleasant SC 29464 3883 Byrnes Dr. St. Stephen SC 29479 821 Orleans Dr. Unit 104 Charleston SC 29407	CONTACT NAME: PHONE (A/C No. Ext): 843-556-4221	FAX (A/C, No):	
	E-MAIL ADDRESS: info@moultonsheally.com		
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6064	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NATIONWIDE MUT FIRE INS CO		23779N
	INSURER B : CHUBB CUSTOM INS CO		38989
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	ACPGLGO3058320278	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	x		EKI3452237	09/28/2022	09/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability & Cyber Liability			H22TG32766-00	09/26/2022	09/26/2023	Incident Limit \$1,000,000 Policy Aggregate Limi \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured and blanket waiver of subrogation apply to the certificate holder regarding General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2022

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PRODUCER Moulton & Sheally Insurance, LLC 810 Johnnie Dodds Blvd Mt. Pleasant SC 29464 3883 Byrnes Dr. St. Stephen SC 29479 821 Orleans Dr. Unit 104 Charleston SC 29407	CONTACT NAME: PHONE (A/C. No. Ext): 843-556-4221	FAX (A/C. No.):	
	E-MAIL ADDRESS: info@moultonsheally.com		
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6064	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NATIONWIDE MUT FIRE INS CO		23779N
	INSURER B : CHUBB CUSTOM INS CO		38989
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	ACPGLGO3058320278	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	x		EKS3399083	09/28/2021	10/28/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability & Cyber Liability			WG00005880AA	09/26/2021	10/26/2022	Incident Limit \$1,000,000 Policy Aggregate Limi \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured and blanket waiver of subrogation apply to the certificate holder regarding General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh Affinity a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 866-237-4079	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ADP TotalSource FL XVII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 Alternate Employer: Rok Technologies LLC 1 Carriage Lane Suite B102 Charleston, SC 29407	INSURER A: Illinois National Ins Co	NAIC # 23817
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 053414668 FL	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for ROK TECHNOLOGIES LLC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. ROK TECHNOLOGIES LLC is an alternate employer under this policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Moulton & Sheally Insurance, LLC 810 Johnnie Dodds Blvd Mt. Pleasant SC 29464 3883 Byrnes Dr. St. Stephen SC 29479 821 Orleans Dr. Unit 104 Charleston SC 29407	CONTACT NAME: PHONE (A/C. No. Ext): 843-556-4221	FAX (A/C. No.):	
	E-MAIL ADDRESS: info@moultonsheally.com		
INSURED Rok Technologies, LLC 1 Carriage Ln Ste 200 Charleston SC 29407-6064	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : NATIONWIDE MUT FIRE INS CO		23779N
	INSURER B : CHUBB CUSTOM INS CO		38989
	INSURER C :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x		ACPLGLGO3058320278	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EKS3399083	09/28/2021	09/28/2022	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability & Cyber Liability			WG00005880AA	09/26/2021	09/26/2022	Incident Limit \$1,000,000 Policy Aggregate Limi \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured applies to the certificate holder in regard to General Liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Pembroke Pines

Master Services Agreement

Version 1 | March 24, 2022

Master Services Agreement

This Master Services Agreement (the “**MSA**”) is effective as of 4/20/2022 (the “**Effective Date**”) by and between ROK Technologies, LLC (“**ROK**”) and City of Pembroke Pines (“**Client**”). ROK and Client are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.” This MSA shall govern the Parties’ relationship as more fully described in Statements of Work (each, an “**SOW**”) agreed upon between the Parties pursuant to the terms of this MSA. This MSA anticipates the execution of various written SOWs and the following terms shall apply to such SOWs. The MSA, SOW and all exhibits, addendums and/or amendments thereto are collectively referred to herein as the “**Agreement**.”

1. RECITALS.

- A. ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or “GIS”—computing systems for its business clients.
- B. Client seeks to hire ROK to provide certain Services in relation to Client’s own GIS Platform, and ROK desires to provide the same pursuant to the terms and conditions of this Agreement.
- C. NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. SELECT DEFINITIONS.

- A. “**Client’s Platform**” or the “**Platform**” means the collection of Client data and applications managed by ROK pursuant to this Agreement.
- B. “**Managed Services**” means the management of Client’s Platform by ROK pursuant to a Service Level Agreement.
- C. “**Non-Tenant**” means Client if Client’s Platform is not hosted by ROK—for example, if Client engages a third-party cloud service provider such as AWS or Azure, or, uses on-premises or similar Client-owned equipment to host Client’s Platform and contracts with ROK for Managed Services only.
- D. “**Professional Services**” means any and all Services rendered by ROK to Client pursuant to an SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.
- E. “**Services**” means any and all Services rendered by ROK to Client pursuant to an SOW, including all Managed Services and Professional Services.
- F. “**Tenant**” means Client if Client’s Platform is hosted by ROK on ROK’s cloud-based systems.
- G. “**Service Level Agreement**” or “**SLA**” means a type of SOW that sets forth the specific terms applicable to ROK’s provision of Managed Services.

3. SERVICES.

- A. **Services.** Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW—including, where applicable, a Service Level Agreement.
- B. **Subcontractors.** ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

4. SOWs.

- A. **Form of SOW.** ROK will not proceed with performing Services until both Client and ROK have signed the applicable SOW. Each SOW, once signed by both Parties, will become a part of this Agreement. Each SOW must be in writing and should include, at a minimum:
 - i. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;
 - ii. Period of duration, expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;
 - iii. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;
 - iv. Resources required from Client for performance of the Services, such as access to

particular information, systems, or environments, involvement of specific personnel, and so forth;

- v. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;
- vi. Fees owed to ROK for the Services, along with method of computation (e.g., fixed fee or hourly rate) and timing/conditions of payment (e.g., milestone-based);
- vii. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and
- viii. Identification of the Client department responsible for overseeing the project and Client employee designated as project owner.

- B. **Amendment.** SOWs may only be amended by a written document signed by each Party's authorized representative, and per the change management procedures set forth therein.
- C. **Governance.** Each SOW will, upon execution by both of the Parties hereto, be incorporated into and become part of this Agreement (including the Service Level Agreement 2021-2022 and the Statement of Work dated 11/17/21). In the event of any conflict between this Agreement and any SOW, the terms and conditions of the applicable SOW shall control as to the specific deliverables and Services addressed in said SOW, and this Agreement shall control as to all other matters.

5. PRICING.

- A. **Pricing.** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:
 - i. Those specified in ROK's then-current price list, less any applicable discount at the time of ROK's acceptance of an SOW;
 - ii. Those specified in a written price quotation submitted by ROK; or
 - iii. Those specified in the SOW; or
 - iv. Incidental extra fees agreed-upon by the Parties from time to time (for example, additional work authorized outside business hours or weekends).
 - 1. Premium rates outside normal business hours during the business week will be billed at one and one-half times the agreed upon labor rate.
 - 2. Premium rates on weekends and us holidays will be billed at twice the agreed upon labor rate.
- B. **Taxes.** All prices are exclusive of any taxes, fees, duties or other applicable amounts. Client shall pay the taxes related to Services purchased pursuant to this Agreement, or Client shall present an exemption certificate acceptable to the taxing authorities upon request. Applicable taxes, if any, will be billed as a separate item on the invoice. ROK reserves the right to increase the fees for Services in the event Client determines any withholding tax obligation prevents ROK from receiving the specified prices for such Services pursuant to Section 5(a) above.

6. PAYMENT AND INVOICING.

- A. **Payment.** Unless otherwise indicated in an SOW, payment terms are net 30 days. Any sum not paid by Client within sixty (60) days from the date of the invoice will bear interest from the date of the invoice until paid at the maximum rate permitted by law.
- B. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
- C. **Invoicing.** As set forth below, ROK will invoice Client depending on the type of Services:
 - i. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice Client for such Services, and payment will be due, in advance of performance of the same.

- ii. For Professional Services, ROK will invoice Client per the SOW's invoicing schedule. Invoices may contain multiple milestones or a single invoice at the start or end of the project. Unless otherwise mutually agreed upon in writing or via a change management procedure, the total invoiced amounts for SOW milestones shall not exceed the total amount agreed upon in the SOW. If a SOW does not contain a milestone schedule, ROK will invoice Professional Services performed under such SOW as set forth in such SOW.
- D. **Deposit.** ROK reserves the right to charge Client a deposit for payment on any SOW.
- E. **Disputed Charges.** Written notice of any disputed charge must be received by ROK within thirty (30) days of the date of issuance of the invoice in question or Client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, ROK will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees based on the terms of purchase.
- F. **Collections.** If payment has not been received within the three-month period after the due date, ROK will have no other option but to undertake collection and enforcement efforts. If collection and enforcement efforts are undertaken by ROK, Client shall be liable for all costs thereof, including reasonable attorneys' fees. If Client is in arrears on any invoice, ROK may, upon giving notice, apply any deposit thereto and suspend, withhold or terminate further performance of Services until all arrearages are brought current.

7. TERM AND TERMINATION.

- A. **Term.** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this Section 7, shall remain in effect until the later of one (1) year after the Effective Date or (2) sixty (60) days after completion of all rights and obligations by each Party under any SOW, so long as no other SOWs are outstanding.
- B. **Termination.** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:
 - i. If the other Party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching Party if the breaching Party fails to cure such breach within such period;
 - ii. If the other Party: ceases, or threatens to cease to carry on business as a going concern; or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or an event similar to any of the foregoing occurs under applicable law;
 - iii. If, except as provided below, either Party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement, any support agreement, or any SOW, without the prior written consent of the other Party, or in the event of a sale of all or substantially all of such Party's assets, or transfer of a controlling interest in such Party to an unaffiliated third Party. Notwithstanding the foregoing: ROK reserves the right to subcontract Services to any affiliate or third-party organization to provide Services to Client, and ROK may assign this Agreement or all or any portion of its rights and obligations hereunder, to any affiliate of ROK; and/or
 - iv. If fees are not paid when due and payment has not been received within thirty (30) days after notice from ROK to Client of such past due payment, ROK may suspend or withhold the provision of Services until all amounts past due are paid in full, and/or immediately terminate this Agreement or any Services provided hereunder.
- C. Additionally, this Agreement may be terminated by Client for convenience, upon providing thirty (30) days of written notice of such termination to ROK, in which event ROK shall be paid its compensation for services performed to termination date, any un-used and pre-paid portion of the contract amount remaining for the term shall be refunded.
- D. **Change of Scope.** ROK reserves the right to change the scope and content of any of the Services upon ninety (90) days prior notice to Client. Such changes will become effective upon Client's renewal of the applicable Services.

E. Effect of Termination.

- i. If, following termination of this Agreement, the Parties execute an SOW, then any such SOW will be governed by the terms and conditions of this Agreement notwithstanding the earlier termination of this Agreement, unless and until the Parties execute a new MSA to govern the SOW.
- ii. Each of the Services provided hereunder will terminate immediately upon termination of this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the Parties in writing.
- iii. Upon termination of this Agreement or any Services, Client shall pay ROK for all work ROK has performed up to the Effective Date of termination at the agreed upon prices, fees and expense reimbursement rates.
- iv. Sections 4(c), 6(e), 6(f), liability under Section 9, and Sections 10 through 16 shall survive termination of this Agreement.

8. BACKUPS; DATA LOSS OR CORRUPTION.

- A. **Tenant Backups.** For Tenants, backups will be performed and retained by ROK according to the schedule set forth in the SLA or other SOW.
- B. **Non-Tenant Backups.** For Non-Tenants, Non-Tenant shall be responsible for performing and retaining current backups of its systems and data. At its exclusive option, ROK shall be entitled to perform and retain its own backups of Client's systems and data according to the schedule set forth in the SLA or other SOW. Client understands and agrees that said backup by ROK is merely intended as a secondary backup and that Client, as the owner of the infrastructure, is expected to make primary backups at a frequency reasonably sufficient to protect Client's data and restore the same, if needed.
- C. **Data Loss or Corruption.** Whether Client is a Tenant or Non-Tenant, ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from Client's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any Client application or system with such as a Virus. For Non-Tenants, because the Client owns and controls the infrastructure of its systems, any virus not expressly introduced by ROK shall be deemed a Virus introduced by Client. ROK may, at its discretion, bill Client for the Professional Services required to remove a Virus and restore the system. .

9. CLIENT RESPONSIBILITIES AND RESTRICTIONS.

- A. **Tenant responsibilities.** As a Tenant, Client shall be solely responsible for:
 - i. Confidentially maintaining an accurate and complete list of all individuals that are authorized by Client to have access credentials ("**Authorized Users**");
 - ii. The security and use of access credentials by the Authorized Users;
 - iii. The use of the Services by the Authorized Users in compliance with Client's responsibilities and restrictions under this Agreement;
 - iv. Employing all physical, administrative, and technical controls, screening, security procedures, and other safeguards necessary to securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and control of data, including the uploading or other provision of data for processing by the Services;
 - v. The content of the data provided to ROK or otherwise hosted by ROK for the Client under this Agreement, including without limitation ensuring that all such content is benign and suitable for hosting in a public cloud environment;
 - vi. Securing and maintaining all rights in the data provided to ROK or otherwise hosted by ROK for the Client necessary for ROK to provide Services without violating the rights of any third party or otherwise obligating ROK to Client or to any third party;
 - vii. Use of the Services in a manner that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any third party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third party, or that violates any applicable law;

- viii. Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through third-Party services;
 - ix. All access to and use of the Services directly or indirectly with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and
 - x. Providing all cooperation and assistance as ROK may reasonably request to enable ROK to exercise its rights and perform its obligations under and in connection with this Agreement.
- B. Tenant restrictions.** As a Tenant, Client shall not, and shall not permit others to:
- i. Copy, modify, or create derivative works or improvements of the Services;
 - ii. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services to any third-Party without first obtaining approval from ROK, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - iii. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
 - iv. Bypass or breach any security device or protection used by the Services or access or use the Services other than by an authorized user through the use of his or her own then valid access credentials;
 - v. Input, upload, transmit, or otherwise provide to or through the Services, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code;
 - vi. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, ROK systems, or ROK's provision of Services to any third Party, in whole or in part;
 - vii. Remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof;
 - viii. Access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;
 - ix. Access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing service or product or any other purpose that is to ROK's detriment or commercial disadvantage; or
 - x. Access or use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage.
- C. Tenant Responsibility for Certain Factors Affecting Uptime.** The service commitment and hourly or uptime commitment in any Service Level Agreement do not apply to any unavailability, suspension or termination of an included Service, or any other included Service performance issues: (i) caused by factors outside of ROK's reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client's equipment, software or other technology and/or third party equipment obtained by Client, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from Client or third-party (including AWS) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to Client or Client's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of Client's right to use the applicable included Service in accordance with the Agreement. If availability is impacted by factors other than those listed herein or used in ROK's monthly uptime percentage calculation, then ROK may issue a service credit to Client at its exclusive discretion.
- D. Non-Tenant responsibilities.** As a Non-Tenant, Client shall be solely responsible for:
- i. Confidentially maintaining an accurate and complete list of Authorized Users;
 - ii. The security and use of access credentials by the Authorized Users;

- iii. The use of the Services by the Authorized Users in compliance with Client's responsibilities and restrictions under this Agreement;
 - iv. Employing all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services and control the content and use of Client data, including the uploading or other provision of data for processing by the Services;
 - v. The content of data associated with or effected by Services provided by ROK, including without limitation ensuring that all such content is benign and suitable for hosting in a public cloud environment;
 - vi. Security, protection, and backup of data associated with or effected by Services provided by ROK; and
 - vii. Compliance with laws applicable to the use of data associated with or effected by Services provided by ROK;
 - viii. Use of Services in a manner that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;
 - ix. Set up, maintenance, and operation all Client systems in good repair on or through which the Services are accessed or used;
 - x. Providing ROK with such access to Client's premises and Client systems as is necessary for ROK to perform the Services;
 - xi. Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Client or through the use of third-Party services;
 - xii. All access to and use of the Services directly or indirectly with or without Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use; and
 - xiii. Providing all cooperation and assistance as ROK may reasonably request to enable ROK to exercise its rights and perform its obligations under and in connection with this Agreement.
- E. **Non-Tenant Restrictions** - as a Non-Tenant, Client shall not, and shall not permit others to:
- i. Copy, modify, or create derivative works or improvements of the Services;
 - ii. Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
 - iii. Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or ROK's provision of Services;
 - iv. Remove, delete, alter, or obscure any trademarks, specifications, documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services, including any copy thereof;
 - v. Access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third Party including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any third-Party, or that violates any applicable law;
 - vi. Access or use the Services for purposes of competitive analysis of the Services, the development, provision, or use of a competing service or product or any other purpose that is to ROK's detriment or commercial disadvantage; or
 - vii. Access or use the Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Services could lead to personal injury or severe physical or property damage.
- F. **All Clients.** Except to the extent caused by ROK's breach of this Agreement, Client is responsible for all activities that occur on Client's Platform or under all Client accounts, regardless of whether the activities are authorized by Client or undertaken by Client, Client's employees or a third party (including Client's contractors, agents or end users), and ROK is not responsible for unauthorized access to Client accounts.

10. WARRANTY; DISCLAIMER AND LIMITATIONS.

- A. **Services Warranty.** With respect to Services performed by ROK, ROK warrants to Client, unless otherwise specified in writing, that the Services as and when delivered or rendered, will conform to the standard of care exhibited by reasonably skilled contractors in the industry (network systems integration). Client shall notify ROK in writing within ninety (90) days after provision of the Services in question if any of the Services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after provision of the Services without the notification described herein shall constitute Client's final acceptance of the Services.
- B. **Third-Party Product Warranties.** With respect to particular products manufactured or supplied by third parties to ROK for resale to Client, ROK MAKES NO WARRANTIES OF ANY KIND IN ADDITION TO OR EXCEEDING THE WARRANTY SUPPLIED OR OFFERED BY THE RESPECTIVE MANUFACTURER OR SUPPLIER, which shall be transferred or assigned to Client, if possible, and Client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Client for breach of product warranty, ROK must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Client's request, ROK agrees to take all actions reasonably necessary or appropriate to secure Client's rights and to protect its interests under such third party warranties. Work performed by ROK, not covered by product warranty, will be billed to Client at the applicable ROK rate.
- C. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SERVICES ARE AT CLIENT'S OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY THAT USE OF OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, FREE OF DEFECTS, OR FREE OF TECHNICAL PROBLEMS.
- D. **Limitation of Liability.** ROK'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, IS ABSOLUTELY LIMITED TO CORRECTION OF ANY NONCONFORMITIES IN ANY SERVICES, OR REFUND OF THE PURCHASE PRICE, OR REFUND OF SPECIFIC AMOUNTS PAID FOR PRODUCTS OR SERVICES WHICH FAIL TO CONFORM, AT ROK'S SOLE OPTION AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ROK UNDER THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICES WHICH GIVE RISE TO THE CLAIM. EXCEPT FOR THEIR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM CLIENT'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION. THE PRICING OF ALL SERVICES AND THE TERMS AND CONDITIONS OF ALL SALES ARE BASED UPON THIS LIMITATION OF LIABILITY.

11. **NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) year following the end of this Agreement, neither Party will (i) offer employment to any employee of the other Party; or (ii) attempt to directly or indirectly induce any employee of the other Party to terminate his or her employment. In the event of a breach of this section, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, each Party shall be entitled to seek an injunction against such breach. The obligations set forth in this section are independent covenants and shall survive termination of this Agreement. Notwithstanding the foregoing, each Party shall be free to offer employment to any employee or subcontractor that directly contacts such Party in response to general public advertisements of employment opportunities (including the use of employment agencies and recruiters).

12. DISPUTE RESOLUTION.

- A. **Governing Law.** This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either Party.
- B. **Elective Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this contract, or the breach thereof, shall upon the written demand of any Party, and if consented to by official action by the City of Pembrokes Pines Commission, may be settled by three (3) arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the state of Florida and the Uniform Arbitration Act, S.C. Code §15-48-10, et seq. The location of the arbitration shall be the AAA facility in or nearest to Pembroke Pines, Florida, or such other venue as agreed upon in writing by the Parties. An election by any Party to arbitrate under this paragraph shall be binding on all other Parties and their heirs, successors, and assigns. The AAA fees shall be divided equally between the Parties unless otherwise determined by the arbitrators.
- C. **Venue.** Subject to and without waiving the arbitration agreement in the preceding paragraph, the proper and exclusive venue for any judicial action between the Parties—including any remedies in aid of arbitration, such as a petition to compel arbitration or confirm an arbitration award—shall be the state and federal courts located in or nearest to Broward County, Florida. The Parties stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.
- D. **Legal Fees.** If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, litigation costs (including arbitration fees and court fees), and any other relief it may be awarded.

13. CONFIDENTIALITY.

- A. **Confidential Information.** "Confidential Information" shall mean and include all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein, information related to ROK fees and Client's information technology systems, policies, and procedures, and any information relating to markets, customers, products, patents, inventions, procedures, methods, designs, object code, data, programs, improvements, training materials, workflows, and works of authorship. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure.
- B. **Duty of Nondisclosure.** It is expected that, appurtenant to this Agreement, each Party to this may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement or otherwise required by law, including Ch. 119, Florida Statutes. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees, independent contractors, or legal or tax advisors who are authorized according to this Agreement and who have a "need to know such information." Each Party shall ensure that the employees, independent contractors, or legal or tax advisors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information.
- C. **Survival.** Each Party's duty of confidentiality with respect to all Confidential Information it receives hereunder will survive termination or expiration of this Agreement and will be binding upon each Party's successors and assigns. Upon termination or expiration of this Agreement, all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party. the Parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to each Party's business, as well as the Services provided under this Agreement. The Parties hereby agree to keep such information and the terms of this Agreement

confidential. The Parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.

- D. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section 19, ROK shall be authorized to disclose Client's Confidential Information to subcontractors, contractors or employees of a ROK entity who have a legitimate business need to have access to such information. ROK shall be responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.
- E. **Confidentiality of Agreement.** Neither Party may disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party, such consent shall not be unreasonably withheld. Any press release or publication regarding this Agreement is subject to prior review and written approval of the Parties.

14. INTELLECTUAL PROPERTY.

- A. **Pre-Existing IP.** Each Party will retain the exclusive ownership of all of its pre-existing intellectual property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a Party prior to commencement of any Services hereunder, or that are otherwise developed by or for such Party outside the scope of this Agreement.
- B. **ROK IP.** Except as otherwise expressly set forth in this Agreement or an applicable SOW, ROK owns and will continue to own all right, title, and interest in and to the Services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by ROK (or a third party acting on ROK's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively "**ROK IP**").
- C. **Client IP.** As between Client and ROK, Client at all times retains all right, title and interest in and to all of Client's data and applications provided by Client to ROK hereunder, Client's pre-existing technology and all intellectual property that is developed by Client or by a third party on Client's behalf thereafter, other than ROK intellectual property.
- D. **Third-Party Products.** Third party products will always be owned by the applicable third party and will be subject to any applicable third Party license terms.

15. INDEMNIFICATION.

- A. **Duty.** ROK, on its own behalf, and on behalf of its respective third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitor**") will defend, indemnify, and hold harmless the Client and its third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitee**") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising from or related to: (i) any gross negligence or willful misconduct by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations or industry standards; and (iv) any violation or alleged violation by Indemnitor of the rights of any third party, including without limitation, intellectual property rights.
- B. **Procedure.** The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.
- C. The Parties acknowledge that Client shall remain responsible for any liability resulting from its own actual or alleged negligence, willful misconduct, acts or omissions during performance of this Agreement, subject to the rights and immunities afforded to it under the common law and §768.28,

Florida Statutes, as may be amended from time to time.

- D. Nothing contained herein nor in any SOW is intended nor shall be construed to waive Client's rights and immunities under the common law or §768.28, Florida Statutes, as many be amended from time to time.

16. GENERAL PROVISIONS.

- A. **Entire Understanding.** This Agreement, along with all Exhibits and Appendices incorporated by reference herein, and all SOWs executed by the Parties pursuant to this Agreement (including the Service Level Agreement 2022-2023 and the Statement of Work dated 11/17/21), contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for. To the extent ROK is required to click to agree or accept any written terms of Client in order to provide the Services (e.g., accepting Client's website terms to access Client's designated environment), the Parties understand and agree that such act is the result of a technological requirement and is of no binding effect upon the Parties.
- B. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.
- C. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in a formal amendment and signed by both Parties.
- D. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party, affiliated entity, or related division without the prior written consent of the other Party.
- E. **Notices.** All notices provided in connection with this Agreement will be in writing and will be delivered by email and either (i) certified or registered mail, postage prepaid and return receipt requested or (ii) overnight delivery courier (e.g., FedEx) and will be deemed effective upon receipt by the authorized representative at the address provided below:
- i. **Client** Charles F. Dodge, City Manager, City of Pembroke Pines, 601 City Center Way, 4th Floor, Pembroke Pines, FL 33025, Telephone (954) 450-1040
 - ii. **Copy to** Samuel S. Goren, City Attorney, Goren, Cherof, Doody & Ezrol, P.A., 3099 East Commercial Blvd., Ste. 200, Fort Lauderdale, FL 33308, Telephone: (954) 771-4500
 - iii. **ROK** Alex Coleman, CEO, ROK Technologies, LLC, 1 Carriage Lane, Suite B-201, Charleston, SC 29407-6043, Telephone: (843) 577-3192
- F. **Force Majeure** – ROK may, without liability, suspend or delay performance or cancel this Agreement on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
- G. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.
- H. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.
- I. **Insurance.**
- i. ROK expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ROK shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein required.
 - ii. ROK shall not commence work under this Agreement until it has obtained all insurance required

under this paragraph and such insurance has been approved by the Risk Manager of the Client nor shall ROK allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

- iii. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Client's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- iv. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the Client in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either ROK or their Insurance Broker must agree to provide notice.
- v. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the Client. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, ROK shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. ROK shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. ROK shall be liable to Client for any lapses in service resulting from a gap in insurance coverage.
- vi. Required Insurance ROK shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:
 1. Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
 - Each Occurrence Limit - \$1,000,000
 - Personal & Advertising Injury Limit - \$1,000,000
 - General Aggregate Limit - \$2,000,000
 - Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Client's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

2. Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of ROK engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, ROK shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by ROK. Coverage for ROK and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:
 - Workers' Compensation: Coverage A – Statutory
 - Employers Liability: Coverage B \$500,000 Each Accident

500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
3. Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from:

theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the Client. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The Client's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

vii. REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
2. Waiver of all Rights of Subrogation against the Client.
3. Thirty (30) Day Notice of Cancellation or Non-Renewal to the Client.
4. ROK's policies shall be Primary & Non-Contributory.
5. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the Client.

viii. Any and all insurance required of ROK pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the Client as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by ROK and provided proof of such coverage is provided to Client. ROK and any subcontractors shall maintain such policies during the term of this Agreement.

ix. The Client reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

x. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability ROK has assumed in the indemnification/hold harmless section(s) of this Agreement.

J. **Non-Discrimination and Equal Opportunity Employment.** During the performance of the Agreement, neither ROK nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. ROK will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. ROK shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. ROK further agrees that ROK will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

K. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that ROK is an independent contractor under the Agreement and not the Client's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. ROK shall retain sole and absolute discretion in the judgment of the manner and means of carrying out ROK's

activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of ROK, which policies of ROK shall not conflict with Client, State, or Federal policies, rules or regulations relating to the use of ROK's funds provided for herein. ROK agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between ROK and the Client and the Client will not be liable for any obligation incurred by ROK, including but not limited to unpaid minimum wages and/or overtime premiums.

- L. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes.
- i. ROK shall comply with Florida's Public Records Law. Specifically, ROK shall:
 1. Keep and maintain public records required by the Client to perform the service;
 2. Upon request from the Client's custodian of public records, provide the Client 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, ROK shall destroy all copies of such confidential and exempt records remaining in its possession after ROK transfers the records in its possession to the Client; and
 4. Upon completion of the Agreement, ROK shall transfer to the Client, at no cost to the Client, all public records in ROK's possession. All records stored electronically by ROK must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
 - ii. The failure of ROK to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Client may terminate the Agreement in accordance with the terms herein.

IF ROK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ROK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 Client CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

- M. **Scrutinized Companies.** ROK, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- i. Any amount if, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- ii. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
 2. **Is engaged in business operations in Syria.**
- N. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL.
- O. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- P. **E-Verify.** ROK certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
- iii. Definitions for this Section.
 1. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
 2. "Contractor" includes, but is not limited to, a vendor or consultant.
 3. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 4. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
 - iv. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
 1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 2. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- Q. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated

immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement is duly executed as of the Effective Date by the following authorized representatives for each Party:

Accepted By:

ROK Technologies, LLC

City of Pembroke Pines

Signature 

Signature 

Printed Name Alex Coleman

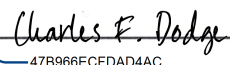
Printed Name Frank C. Ortis

Title CEO

Title Mayor

Date 3/24/2022

Date April 20, 2022

Signature DocuSigned by:

47B966ECFDAD4AC...

Printed Name Charles F. Dodge

Title City Manager

Date April 25, 2022

Approved as to form:

Signature DocuSigned by:

013E807C191D4FF...

Printed Name Danielle Schwabe

Title Assistant City Attorney

Date April 25, 2022

1 Carriage Lane Suite B-201 | p 888-898-3404 | f 843.225-1813 | info@roktech.net



City of Pembroke Pines AWS,
GIS Service Level Agreement

Service Level Agreement 2022-2023

March 24, 2022

1 Introduction

Businesses today are faced with the growing challenge of supporting end-user access to complex applications from a variety of locations, devices, and methods. Coupled with the fact that all organizations today require "Enterprise-Class" computing functionality, internal IT resources are pushed to their limits, often struggling to meet the service levels demanded by the business.

To help City of Pembroke Pines (“**Client**”) address these diverse needs, ROK Technologies (“**ROK**”) provides GIS Managed Services that offer a flexible suite of extended maintenance and premium support offerings designed to:

- Proactively reduce the risks of costly downtime
- Ease resource and skillset constraints
- Simplify management
- Optimize system performance
- Improve productivity, security, compliance, and return on investment

This Service Level Agreement or “**SLA**” will provide City of Pembroke Pines with access to trained and certified experts that can help thoroughly resolve pressing issues in a timely fashion and, thereby, aid City of Pembroke Pines in achieving its business objectives. In this manner, City of Pembroke Pines gains the benefit of a single point of accountability.

With fixed cost and flexible options for GIS Managed Services, ROK Technologies provides consistency and ensures City of Pembroke Pines is receiving the optimal benefit from its investments. ROK Technologies is honored that City of Pembroke Pines has chosen to invest in ROK Technologies and is committed to helping City of Pembroke Pines maintain the health and efficiency of its valuable IT resources.

2 Reactive Support

Reactive Support provides the services necessary to respond to and resolve support incidents reported by City of Pembroke Pines as they arise. ROK’s goal is to quickly resolve incidents before they significantly affect business continuity. Typical incidents include, but are not limited to, the following:

- A system down condition in which system operation is disrupted or severely hampered
- Poor system performance that is impeding system and application operation
- Loss of connectivity to internal networks or Internet services
- An inability to access data residing on an external storage device

The scope and terms of ROK’s Reactive Support services are described below in the following sections.

2.1 Scope of Service

The scope of ROK’s Reactive Support services includes the tracking and management of customer-reported incidents, diagnosis and remediation of reported incidents, and assistance with system changes to the AWS environment and the installed Esri Commercial off-the-shelf software (“**Esri COTS**”). The specific tasks associated with these activities are as follows:

2.1.1 Incident Tracking

1. Receive and respond to incidents reported by the City of Pembroke Pines in accordance with the service levels defined later in this document.
2. Record and track each incident in ROK’s ticket management system.
3. Periodically report the current status of the incident to designated Client personnel.

4. Communicate the steps taken to ultimately resolve the incident.

2.1.2 Problem Diagnosis and Remediation

1. Collect information from City of Pembroke Pines regarding the nature of the incident, the circumstances under which the incident occurred, and its current and potential impact.
2. Investigate potential causes of the incident and diagnose the root cause where possible, drawing upon currently installed diagnostic tools as required.
3. Identify potential remedies for the incident based on the results of problem diagnosis.
4. Apply and test possible fixes in a systematic fashion until the incident is resolved or otherwise closed.
5. Engage vendor support as required to assist in troubleshooting and resolution and continue to manage the incident through to completion.

2.1.3 Configuration Assistance

1. Collect information from City of Pembroke Pines regarding the scope of the change requested, the motivation for the change, and the expected results.
2. Investigate the potential impact of the change, in terms of desired results and unintended consequences.
3. Determine the steps necessary to implement the change while mitigating risk.
4. Recommend a course of action to City of Pembroke Pines.
5. Upon authorization by City of Pembroke Pines, implement changes in accordance with the plan of action.
6. Record the change in accordance with City of Pembroke Pines's change management processes.

2.1.4 Esri COTS Application Upgrades and Patches

1. Upon request, ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.
 - a. ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.
2. Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by City of Pembroke Pines. Managed Services hours will be consumed for this effort.

2.1.5 Customer Support

1. Customer Support: Tickets can be submitted 24 hours a day, 7 days a week via the *Client* portal which will be provided after execution of contract. Support tickets can also be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract.

2.1.6 Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening

- ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our customers
- Configuring the ArcGIS platform to be ready for integrations, as specified by the selected third party

3 Proactive Support

Proactive Support includes the administrative services necessary to maintain the supported equipment in working condition and protect the data stored thereon. The primary goal of ROK's Proactive Support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. ROK Technologies shall render these services continuously over the life of the engagement, with most tasks occurring on a periodic basis with predetermined frequency. The scope, deliverables, and terms of ROK's Proactive Support services are described below in the following sections.

3.1 Scope of Service

The scope of ROK's Proactive Support and specific tasks associated with these activities are as follows:

3.1.1 Dedicated Client Success Manager

ROK's primary goal is to provide City of Pembroke Pines with flawless service, becoming an extension of City of Pembroke Pines's technical team of experts. Serving as City of Pembroke Pines's single point of contact, ROK Technologies assigned City of Pembroke Pines Success Manager's primary responsibilities shall include:

- Understanding City of Pembroke Pines's business needs
- Managing City of Pembroke Pines's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Quarterly business review (QBR)

3.1.2 Proactive Support Services

ROK Technologies will provide resources skilled in the planned activities on the given month to help accomplish the objectives outlined during the planning session. City of Pembroke Pines and ROK Technologies realize these objectives will vary and change from month-to-month based on the current business needs and objectives. The ROK Technologies CSM will work with Client prior to resource scheduling to ensure proper skillset alignment to the current need. Note: Scheduling is subject to resource availability.

- **OS Updates and Patches** | ROK's Managed Services takes care of all your OS patching activities to help keep your resources current and secure. When updates or patches are released from your OS vendors our team applies them in a timely and consistent manner to minimize the impact on your business. Critical security patches are applied as needed, while others are applied based on the patch schedule you request.
- **Aggressive Monitoring** | ROK Managed Services monitors the overall health of your infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

- **Back Up and Retention | BACKUP FREQUENCY:**

Additional Services		
Back Up and Retention Duration		
Frequency	Time	Retention Duration
Daily	Every 12 hours	1 Month
Monthly	1 st Full VM Snapshot of the Month	12 Months
SQL Server		
Frequency	Time	Retention Duration
Daily	4 times daily	1 Month
Monthly	1 st Full SQL Backup of the Month	12 Months

- **Security Management** | ROK protects your information assets to help keep your Cloud infrastructure secure. With anti-malware and anti-virus protection, intrusion detection, and intrusion prevention systems, ROK's Team manages security policies per stack, and can quickly recognize and respond to any intrusion.

3.1.2.2 Customer Support

1. *Customer Support.* Tickets can be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Customer Service Portal. Contact emails and Customer Service Portal information will be provided following execution of contract.
2. *Coverage Hours.* Live Support is available 8am to 5pm EST M-F ("**Support Hours**").
 - a. *Customer Service Portal ("**Portal**"):* ROK will provide to City of Pembroke Pines unlimited access to Portal support. City of Pembroke Pines will report Malfunctions by accessing the Portal and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("**Support Staff**") will be assigned and City of Pembroke Pines will be contacted within in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to City of Pembroke Pines for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to City of Pembroke Pines's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.
 - b. *Telephone Support Service:* ROK will provide to City of Pembroke Pines unlimited access to 24/7 Telephone Support ("**Telephone Support**") via a toll-free number. City of Pembroke Pines will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and City of Pembroke Pines will be contacted within the timeframe defined by the severity of the Malfunction. In the event a Malfunction, the on-duty Support Staff will be assigned and will contact City of Pembroke Pines within sixty (60) minutes of the original call. If the Support Staff member handling a certain request is unable to provide adequate assistance to City of Pembroke Pines for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to City of Pembroke Pines's reasonable satisfaction.

3. *Severity of Malfunctions.* ROK will correct Malfunctions as provided herein. “**Malfunction**” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:

- a. Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.
- b. Severity Level 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with City of Pembroke Pines’s use of the Services, for the entire company or large groups of users.
- c. Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on City of Pembroke Pines’s use of the Services and for which an acceptable circumvention is available.
- d. Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.

4. *Correction of Malfunctions.* ROK will correct Malfunctions as provided herein. “Malfunction” shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:

- a. Report of Malfunction. With respect to a report of any Malfunction, City of Pembroke Pines personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4.
- b. Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a “Critical Malfunction”) cannot be corrected to City of Pembroke Pines’s reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to City of Pembroke Pines of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.
- c. ROK's Level of Effort. ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and City of Pembroke Pines will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.
- d. Action Required from ROK. For a Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the City of Pembroke Pines staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable and will seek to establish with City of Pembroke Pines a mutually agreed schedule for the correction to be provided.

Service/Activity	Service Level	Service Level Credit
Availability of the Services	Failure to comply with the Customer Support requirements outlined in section 3.1.2.2	10% of the monthly charge for the month of the failure.
Restore Time	In the event of unscheduled downtime caused by ROK Technologies, the system shall be restored and fully operational within four (4) hours. If the event is caused by an employee of City of Pembroke Pines, ROK will work to restore the environment within the 4-hour window and will communicate the action plan and updates to City of Pembroke Pines throughout the restoration. No penalty to ROK will be applied if downtime is caused by an employee of City of Pembroke Pines or City of Pembroke Pines Configurations, as defined in Section 8 below.	Should the action caused by ROK and lead to downtime in excess of 4 hours, City of Pembroke Pines shall receive credit for 10% of the monthly charge for the month of the failure.

4 Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

1. ROK Technologies shall primarily render Reactive Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
2. City of Pembroke Pines shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5 Managed Services Billing Information

The Managed Services hereunder are billed Annually. The billing amount for this SLA shall be based on the services described in the table below.

Item(s)	Term	Cost per month / Pay as you go
Active Directory ArcGIS Server 4 vCPU 16 GB RAM Citrix Seats Citrix Server 8 vCPU 32 GB RAM DataStore Server 4 vCPU 16 GB RAM File Server 2 vCPU 8 GB RAM Portal Server 4 vCPU 16 GB RAM Proactive Managed Services Reactive Managed Services S3 1TB SQL 4 vCPU 16 GB RAM Storage/SnapShot SSD 100GB 250GB WebServer 2 vCPU 4 GB RAM	36 Months	\$ 4,894.00
Annual total		\$ 58,728.00

Pricing based solely on the Cloud environment outlined in Section 9. Infrastructure needs will be reviewed ongoing. Should City of Pembroke Pines require a change in resources that differ from those listed, ROK Technologies, will work with City of Pembroke Pines to determine the hardware changes needed, and the associated costs/savings. All changes will be accepted in writing via signed amendment before being executed. Payments are due 30 days from receipt of invoice non-payment after 60 days will result in suspension of service.

All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.

6 Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with City of Pembroke Pines. As scheduling changes arise, City of Pembroke Pines shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

7 Change Control Policy

As ROK Technologies and City of Pembroke Pines collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that City of Pembroke Pines would like to discuss the addition or subtraction of specified, agreed upon services, City of Pembroke Pines will submit a Service Request to ROK. City of Pembroke Pines's ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

Client or ROK may request changes that would increase or otherwise modify this SLA. Such changes or additional services must be in accordance with the City of Pembroke Pines Code of Ordinances and must be contained in a written amendment to this SLA executed by the Parties hereto prior to any deviation from the scope herein described. While this need might be identified by a member of City of Pembroke Pines' team or a member ROK's team, ROK's Project Manager will handle maintain written documentation of any requested changes to this SLA and all communication related to such of the change(s), ROK will provide such documentation to the City of Pembroke Pines' designated point of contact upon request. ROK and City of Pembroke Pines shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected and shall enter into a written amendment to this SLA if accepted.

8 Disclaimers

In addition to the disclaimers and limitations set forth in the MSA, City of Pembroke Pines understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of City of Pembroke Pines. Any warranty or service contract does not cover infection of any system with a virus introduced by City of Pembroke Pines. All work necessary for ROK to remove a virus will be billed to City of Pembroke Pines. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, response times, and Service Level Credits set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by any factor set forth in Section 9(c) of the MSA, Client, any employee, vendor or other agent of City of Pembroke Pines, or any system configuration under City of Pembroke Pines's exclusive control (for example, where applicable, external VPN, external authentication, external access management, external environment peering, or City of Pembroke Pines's specialized non-standard system software) (collectively, "**Client Configurations**"). ROK disclaims all responsibility for City of Pembroke Pines Configurations and City of Pembroke Pines assumes sole liability for

any problem or error caused by the same.

9 Supported Environment

Infrastructure needs will be reviewed ongoing. Should Client require additional resources beyond those listed, ROK Technologies will work with Client to determine the additional hardware needed and the associated costs.

Recurring	
Product	Quantity
Active Directory	1
ArcGIS Server 4 vCPU 16 GB RAM	1
Citrix Seats	4
Citrix Server 8 vCPU 32 GB RAM	1
DataStore Server 4 vCPU 16 GB RAM	1
File Server 2 vCPU 8 GB RAM	1
Portal Server 4 vCPU 16 GB RAM	1
Proactive Managed Services	6
Reactive Managed Services	6
S3 1TB	2
SQL 4 vCPU 16 GB RAM	1
Storage/SnapShot SSD 100GB 250GB	6
WebServer 2 vCPU 4 GB RAM	1

10 Service Level Agreement Support Matrix

SLA Response Time Definition				
	1st response	2nd response	follow/update	final
1 - Critical	< 1 hour	< 2 hrs from 1st response	every 2 hrs until closed	closed
2 - High	< 1 hour	< 2 hrs from 1st response	< 2 hrs from 2nd response*	closed
3 - Medium	≤ 4 hours	≤ 8 hours	as needed*	≤16 hours closed
4 - Low	≤ 8 hours	as needed*	questions/feedback	≤16 hours closed
Hours are defined by normal 8-5 day			*a solution and time line will be agreed upon with City of Pembroke Pines	

SLA Severity Definition				
Severity - Affected users	Business impact			
	<i>High - problems that render services inoperative, causes significant interruption, or data loss</i>	<i>Medium - causes services to be intermittent or disrupted, which interferes with business</i>	<i>Low- causes the services not to function in accordance specs, with only minor impact</i>	<i>None - general questions and issues, and other lesser malfunctions</i>

High Severity - whole company is affected	1 - Critical	2 - High	3 - Medium	3 - Medium
Medium Severity - departments or large group of users affected	1 - Critical	2 - High	Level 4 - Low	4 - Low
Low Severity - one or a small group is affected	2 - High	3 - Medium	4 - Low	4 - Low

11 Acceptance & Integration with MSA

This Service Level Agreement constitutes the full agreement between ROK and City of Pembroke Pines for the Managed Services described herein.

Upon execution by the Parties, this Service Level Agreement or “SLA” shall become a Statement of Work, or “SOW” issued under, integrated with, and governed by the Master Services Agreement between the Parties. Capitalized terms not defined in this Service Level Agreement shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SLA and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SLA and enter into this Agreement on behalf of their respective organizations.

Services	Price
GIS Managed Cloud Services <i>includes all managed services outlined, AWS hardware, and VDI</i>	\$ 4,894.00 per month
Annual Cost of Service	\$ 58,728.00

The initial term of this SLA shall begin on and expires in {{OPPORTUNITY_CONTRACT_TERM}} months. Upon expiration, the Parties may mutually agree to extend the term of this agreement as set forth in a written amendment signed by the parties hereto. Termination of this SLA shall be governed by Section 7 of the MSA.

Contract Terms: 36

Payment Option: Annually

SIGNATURE PAGE FOLLOWS

Agreed to and Accepted By:

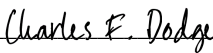
ROK Technologies, LLC

City of Pembroke Pines

Signature



Signature

DocuSigned by:

47B966ECFDAD4AC...

Signature Verification \wb1 {"apiName": "Signed__c"}\

Printed Name Alex Coleman

Printed Name Charles F. Dodge

Title CEO

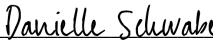
Title City Manager

Date March 24, 2022

Date April 25, 2022

Approved as to Form:

Signature

DocuSigned by:

013E807C191D4FF...

Printed Name

Danielle Schwabe

Title

Assistant City Attorney

Date

April 25, 2022

1 Carriage Lane Suite B-201 | p 888-898-3404 | f 843.225-1813 | info@roktech.net



AWS, GIS Configuration &
Implementation for City of
Pembroke Pines

Statement of Work

March 24, 2022

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1 Introduction

City of Pembroke Pines has engaged ROK Technologies, LLC (ROK) to perform high-level services related to City of Pembroke Pines's AWS Configuration and GIS implementation.

This Statement of Work (SOW) is dated March 18, 2022 sets forth the scope of services and deliverables to be provided by ROK and the terms and conditions under which the services shall be conducted.

2 Objectives

The following high-level objectives will be completed as part of this project. The timeline is dependent on City of Pembroke Pines delivering the assets needed to ROK Technologies in a timely manner. Estimated timeline 4 weeks.

1. Phase 1 | AWS Environment Deployment
2. Phase 2 | Install and Configure Esri Enterprise
3. Phase 4 | Go Live

2.1 Areas in scope

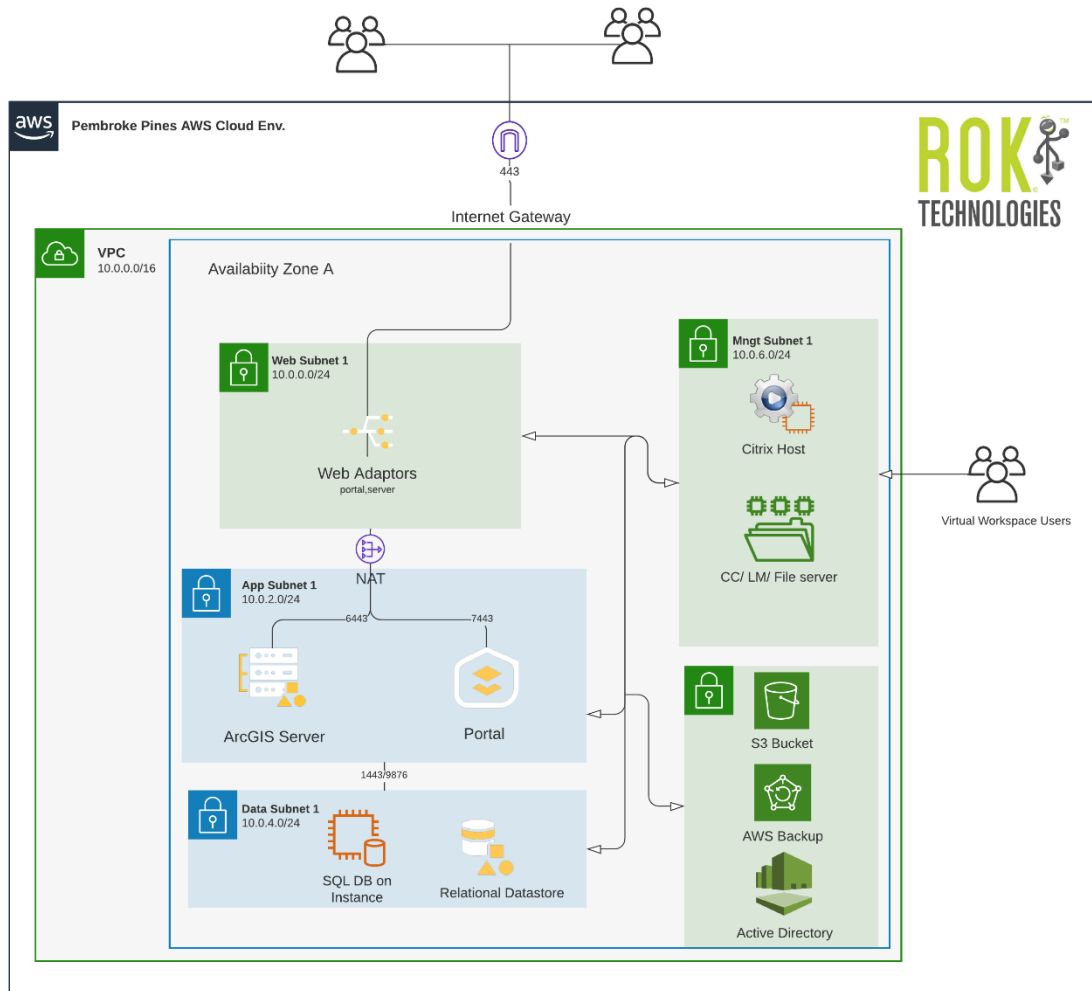
This section outlines the work and activities required to accomplish the objectives set forth in this Statement of Work.

General project scope

The City of Pembroke Pines wishes to perform services related to the creation and configuration of an AWS deployment and GIS implementation related services to support the City of Pembroke Pines's Esri software.

As part of this initiative, City of Pembroke Pines is looking to have a production ready deployment of the necessary AWS components to support their Esri software. Examples include the underlying AWS Tenant, the primary Virtual Network, Storage Accounts, backups and other related items.

Below is a diagram of the requested environments.



3. Project approach, timeline, and deliverable acceptance

Phase 1: AWS Environment Deployment

□ **Time Est: One (1) Week**

1. Configuration of the necessary AWS components, including but not limited to:
 - a. Configure AWS subscription and resource groups
 - b. Configure IP Space, virtual networks, and peering.

- c. Deploy baseline Network Security Groups
- d. Deploy Infrastructure, add Infrastructure to Active Directory, and configure account permissions
- e. Configure back-ups, monitoring, and maintenance Schedules

2. Deployment of the following Virtual Machines in AWS:

City of Pembroke Pines's Production Environment			
Name	Uptime	Storage	Service
ArcGIS Server	Always On	200 GB	4 vCPUs 16 GB Ram
Portal Server	Always On	200 GB	4 vCPUs 16 GB Ram
Datastore	Always On	200 GB	4 vCPUs 16 GB Ram
SQL Server	Always On	300 GB	4 vCPUs 16 GB Ram
File Server	Always On	600 GB	2 vCPUs 8 GB Ram
Web Server	Always On	100 GB	2 vCPUs 4 GB Ram
Citrix Server	Always On	100 GB	8 vCPUs 32 GB Ram

3. Deployment and configuration of the Citrix Environment to support 4 licenses.

Phase 2: Install and Configure Esri Software

- Time Est.: Two (2) Weeks**

Prior to install and configuration City of Pembroke Pines shall provide ROK Technologies, LLC any applicable licensing files, numbers, or login credentials to City of Pembroke Pines's MyEsri.com account. This will allow us access to the software and licensing information.

1. Pre-Installation Operations: obtain all licensing, configure Service Account(s), configure centralized network location(s) for content and configuration stores.
2. Install and License the following components of City of Pembroke Pines's ArcGIS Enterprise Stack:

City of Pembroke Pines Enterprise Components	Current Version if applicable	Install Version
ArcGIS Server	N/A	10.9.1
Portal	N/A	10.9.1
Datastore	N/A	10.9.1
Web Adaptor	N/A	10.9.1

3. Configure ArcGIS Enterprise Environment: configure security posture (import Certificates, HTTPS vs HTTP), configure appropriate ports for SSL communication between application servers, configure Web Adaptors, configure Datastore to the hosting server(s), federate hosting and ArcGIS Server with Portal, configure SAML and Enterprise logins
4. Deploy and Validate ArcGIS Enterprise: apply critical security and Quality of Life Patches, validate Enterprise logins, publishing workflows, and database connectivity.
5. City of Pembroke Pines has data in AGOL, which includes 3 Layers of data. City of Pembroke Pines will provide it in a file geodatabase/enterprise geodatabase, so ROK can move the data into the new environment.

Phase 3: Hand Over to the Client Success Team and Managed Services

Deliverables

Name	Description	Acceptance required?	Responsibility
ENV – Configured Environment	All services in project scope are completed and available for use.	Yes	ROK
DOC – Project Documentation	Project documentation in the form of daily worklogs and informal knowledge transfer	No	ROK

Timeline

During project planning, a detailed timeline will be developed. The timeline below is a high-level representation, all

dates, and durations are relative to the project start date and are estimates only. If the project timeline changes significantly, a change request may be issued following the Change management process.

The estimated duration of this engagement is approximately 4 weeks. This estimated duration is reflective of the work effort associated with each activity and is subject to change due to changes in scope, issues encountered, planned maintenance windows and other business reasons encountered during execution. The actual duration will be finalized during the project initiation. This schedule assumes that change control procedures will not introduce delays in the execution of project tasks.



3 Current Environment Readiness

This Statement of Work assumes that City of Pembroke Pines' physical and cloud-based environments and network infrastructures are prepared to accommodate the equipment and services to be provided by ROK within the scope of this project. Upon discovering any deficiency that would prevent or otherwise hinder project execution, ROK shall notify City of Pembroke Pines of the deficiency in writing and work in good faith with City of Pembroke Pines to adjust the project schedule to accommodate remediation of the issue. Services that are dependent on the remediation of the deficiency will be postponed or suspended until the remediation is complete. ROK is not liable for any delays to the overall project plan necessitated by remedial activities and shall be held harmless for changes in the schedule resulting from such activities.

At present, ROK is not aware of any limitations to a successful engagement.

3.1 Project Prerequisites

The following items have been identified as critical to the overall success of this engagement and should be completed by City of Pembroke Pines prior to commencement of this engagement:

1. Project stakeholders identified, and necessary design and discussion sessions scheduled.
2. Administrative access to environments related to the scope of this engagement.
3. URL identified.
4. SSL Cert obtained. This can be provided by ROK Technologies, LLC upon request.
5. Licensing required for successful deployment of the items described in this statement of work.
6. Timely access to City of Pembroke Pines's IT personnel for Q&A support.

3.2 Customer Environment Access Protocol

As part of ROK's commitment to assuring secure and protected City of Pembroke Pines environments, ROK requires the use of named accounts for all ROK resources who will engage in activities that involve access to on- premises or cloud-based City of Pembroke Pines-owned systems. ROK strongly recommends not utilizing shared accounts. The use of shared accounts can lead to an increase in system vulnerability, as well as a reduction in auditing and compliance capabilities. City of Pembroke Pines accepts all liability for the use of shared accounts.

ROK asks that the following policies be applied to accounts created for ROK resources engaging in

project work:

- Based on the initial project plan, the account expiration be set to 8 AM on the day following the scheduled project completion. The ROK Project Manager shall request extensions as necessary to accommodate project delays, change orders, or other events that may cause a project to take longer than initially anticipated.
- Named user accounts shall be configured to require password resets per the City of Pembroke Pines's standard policy and shall not be set to disable required password changes.
- The length and complexity of named user account passwords shall be configured per the City of Pembroke Pines's standard policy. ROK suggests that passwords be at least 10 characters in length and utilize a combination of upper and lower-case numbers, numeric values, and special characters i.e., strong passwords.
- A named user account shall be granted no more than the minimal required permissions to perform the specific tasks assigned to the ROK resource.
- For larger projects that involve multiple systems, care shall be taken to not grant a single named user account access across those systems in such a way that could lead to a system-wide compromise. For example, the ability to create and set permissions on Active Directory accounts, as well as the ability to modify Access Control Lists on network security devices shall not be granted. In these cases, separate accounts may be created, or ROK resources will collaborate sufficiently to complete the necessary objectives.

If City of Pembroke Pines requires and would like assistance in remediating insecure environments to ensure that the policies above can be implemented and enforced, ROK can provide these services through a separate agreement. If any deviations to this policy are required to satisfy project objectives, ROK requests that the specific deviation and justification be communicated to the assigned Project Manager, so it may be evaluated, and potential alternative approaches identified. This will also allow the ROK Project Manager to communicate the removal of approved deviations when they are no longer required to satisfy the project's objectives.

4 Scope Exclusions

The following tasks are beyond the scope of services to be provided by ROK during this engagement:

1. Any task not explicitly described as within the scope of this engagement.
 2. Corrective measures for any issues or risks identified during the course of this engagement.
- NOTE:** A change form(s) may be issued for approval and funding of requisite changes to scope

5 Deliverables

At the conclusion of this engagement, ROK shall deliver the finalized versions of the deliverables produced and maintained throughout the course of project activities:

ID	Deliverable	State	Description
ENV	Configured Environment	Completed	<ul style="list-style-type: none"> • All services in project scope completed and available for use.
DOC	Project Documentation	Delivered	<ul style="list-style-type: none"> • Project documentation in the form of daily worklogs and knowledge transfer.

6 Estimated Duration

The estimated duration of this engagement is approximately 4 weeks. This estimated duration is reflective of the work effort associated with each activity and is subject to change due to changes in scope, issues encountered, planned maintenance windows and other business reasons encountered during execution. The actual duration will be finalized during the project initiation.

This schedule assumes that change control procedures will not introduce delays in the execution of project tasks. Termination of this SOW shall be governed by Section 7 of the MSA.

7 Project Fees and Billing

The services associated with this project shall be provided on a Fixed Fee and Time and Materials basis. Project fees shall be billed at inception. The labor fees associated with this project are estimated at \$15,000.00 and assume **60** hours of work.

Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than 60 days from the date invoiced.

8 Assumptions and Customer Responsibilities

8.1 General Assumptions

This SOW is based upon the following assumptions:

1. ROK will perform project work as required by the work breakdown structure without more than a 2-day break of activity with the exception of any planned Holidays, unless this break is requested by City of Pembroke Pines.
2. ROK will provide project personnel knowledgeable with the aforementioned products based on the skills required at the appropriate times and in accordance with the work breakdown structure.
3. The normal "on-hours" workday for the project will be 8:00 AM to 6:00 PM Eastern Time, Monday through Friday. "Afterhours" is work performed between 6 PM and 8 AM Monday through Thursday (Friday at 8 AM) and is billed at 1.5X the standard rate. Weekend and Holiday is any work performed between 6PM Friday and 8 AM Monday or on a National Holiday and is billed at 2X the standard rate.

8.2 Customer Responsibilities

If the project is to be successful, City of Pembroke Pines must commit to the following obligations:

1. City of Pembroke Pines will provide a single point of contact for project coordination between City of Pembroke Pines and ROK and that *person* will be responsible for ensuring City of Pembroke Pines project personnel are on target with their assigned duties in accordance with the work breakdown structure.
2. City of Pembroke Pines will provide ROK with all relevant system and network documentation, as requested.
3. City of Pembroke Pines will make all essential stakeholders available to ROK throughout the duration of this engagement.
4. City of Pembroke Pines will make the majority of the administrative and configuration information available to ROK prior to the commencement of this engagement.

5. City of Pembroke Pines will make timely decisions in collaboration with ROK regarding escalated or critical issues as they arise during the project.
6. City of Pembroke Pines will provide suitable work area spaces with desks, chairs, and telephones, as well as necessary customer systems accounts and passwords.
7. City of Pembroke Pines will assume responsibility for management and coordination of all non-ROK managed vendors.
8. City of Pembroke Pines will provide access with proper licenses to all necessary tools, software, and third-party products required for ROK and City of Pembroke Pines to complete their assigned project tasks.
9. City of Pembroke Pines will maintain active vendor maintenance agreements for the technology impacted by this project or will otherwise obtain vendor maintenance as required to support this project throughout its duration.
10. City of Pembroke Pines will notify ROK project management of any unscheduled or scheduled projects outside of this implementation that might interfere with the project schedule.
11. City of Pembroke Pines will obtain any downtime windows reasonably required to keep the project on schedule.
12. City of Pembroke Pines will provide ROK with high priority access to the City of Pembroke Pines IT team members with knowledge of current technology configurations and operational processes and with responsibility for administering the technologies that will be impacted by this project.
13. City of Pembroke Pines will provide ROK with advance notification of any change that is to be introduced in the IT environment and together assess the potential impact of the change to this engagement prior to its implementation. When City of Pembroke Pines's business needs preclude advance notification, such as timely response to a critical support issue, City of Pembroke Pines shall notify ROK of such a change within the same business day that the change is implemented.
14. City of Pembroke Pines shall provide ROK with the primary contact for each vendor supporting the City of Pembroke Pines IT infrastructure as requested, including, but not limited to, ISP and circuit providers.

9 Change Control Process

As ROK and City of Pembroke Pines collaborate on this project, it is possible that either party will find reasons to change the scope, timeline, or overall budget.

Client or ROK may request changes that would increase or otherwise modify this SOW. Such changes or additional services must be in accordance with the City of Pembroke Pines Code of Ordinances and must be contained in a written amendment to this SOW executed by the Parties hereto prior to any deviation from the scope herein described. ROK's Project Manager will maintain written documentation of any requested changes to this SOW and all communication related to such change(s), ROK will provide such documentation to the City of Pembroke Pines' designated point of contact upon request. ROK and City of Pembroke Pines shall work together in good faith to assess the impact of the change and determine whether the proposed change shall be accepted or rejected and shall enter into a written amendment to this SOW if accepted.

10 Project Team

ROK Team

The Project Manager is the person responsible for ensuring that the Project Team completes the project. The Project Manager develops the Project Plan with the team and manages the team's performance of project tasks. It is also the responsibility of the Project Manager to secure acceptance and approval of deliverables from the Project Sponsor and Stakeholders. The Project Manager is responsible for communication, including status reporting, risk management, escalation of issues that cannot be resolved in the team, and, in general, making sure the project is delivered in budget, on schedule, and within scope.

Engineers are responsible for executing tasks and producing deliverables as outlined in the Project Plan and directed by the Project Manager, at whatever level of effort or participation has been defined for them.

Stakeholders are all those groups, units, individuals, or organizations, internal or external to our organization, which are impacted by, or can impact, the outcomes of the project

City of Pembroke Pines Team

ROK engineers will work with a Primary Contact for each architecture type throughout the project. This person is responsible for maintaining the systems after the ROK engineers have completed the project and providing key data as the project is being completed. This person will shadow ROK's engineers as needed and should review documentation.

The Secondary Contact is someone who can handle issues and escalations should the primary contact be indisposed during the project and after the project is complete. This person will shadow ROK's engineers as needed and should review documentation.

11 Acceptance

This Statement of Work constitutes the full agreement ("Agreement") between ROK and City of Pembroke Pines for the services described herein.

The undersigned parties acknowledge their acceptance of this Agreement and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

Services	Price
Cloud Implementation Project Hours	60
Services Subtotal (not including travel)	\$15,000.00

Should the length of engagement exceed the timing indicated in this agreement at no fault of ROK Technologies, LLC, additional cost will be invoiced by the hour at a rate of \$250/hour.

SIGNATURE PAGE FOLLOWS

Accepted By:

ROK Technologies, LLC

City of Pembroke Pines

Signature



Signature

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...

Printed Name

Alex Coleman

Printed Name

Charles F. Dodge

Title

CEO

Title

City Manager

Date

March 24, 2022

Date

April 25, 2022

Approved as to Form:

Signature

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...

Printed Name

Danielle Schwabe

Title

Assistant City Attorney

Date

April 25, 2022

Exhibit "A"



ESRI ARC GIS Managed Cloud Services

Request for Qualifications # TS-22-02

General Information		
Project Cost Estimate	The City anticipates an initial cost of \$75,000 and an annual cost between \$50,000 and \$60,000 for each year we utilize the service.	See Section 1.4
Project Timeline	This contract shall be for an initial three year period that coincides with the City's current contract with Environmental Systems Research Institute (Expires 9/12/2024). This contract shall also have one additional three-year renewal.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Pre-Bid Meeting	Not Applicable	See Section 1.8
Question Due Date	January 31, 2022	See Section 1.8
Proposals will be accepted until	2:00 p.m. on February 15, 2022	See Section 1.8
5% Proposal Security / Bid Bond	Not Applicable	Not Applicable
100% Payment and Performance Bonds	Not Applicable	Not Applicable
Grant or Federal Funding Information	Not Applicable	Not Applicable

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract: Contractual Services Agreement



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFQ # TS-22-02 ESRI ARC GIS Managed Cloud Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

If additional information help is needed with downloading the solicitation package please contact the City's Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at https://ppines.bonfirehub.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, February 15, 2022. Proposals must be **submitted electronically at <https://ppines.bonfirehub.com/>**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

Due to the COVID-19 Coronavirus Pandemic, the City may not be opening up the physical location for public access.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date**.

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Bedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, herein after referred to as the contractor/service provider, to provide Arc GIS Managed Cloud Services to migrate the City of Pembroke Pines' existing on-premises Arc GIS environment to a managed cloud services environment in accordance with the terms, conditions, and specifications contained in this solicitation.

The City has enterprise geodatabases, supported custom web applications and third-party applications, as well as integrations with the City's ERP (Tyler Tech, Tyler Energov, Tyler



EAM, Smart Cop, and Tablet Command) that must be maintained with the migration to the managed cloud services.

1.3 SCOPE OF WORK

The City is interested in proposals from experienced and qualified firms whom provide the use of Amazon Web Services (AWS) for their Arc GIS managed cloud services environment. The production environment must have at least 6 server instances and the production storage environment must have at least 6 storage instances. Additionally, the provider must have the implementation of at least 1 Citrix server with at least 1 instance and must have a minimum of 4 named users for the Arc GIS portal/ desktop seats. Moreover, the qualified firm is expected to be an AWS Advanced Technology Partner and have passed the AWS Well Architected review. The qualified firm should also be trained and certified in, AWS DevOps Engineer Professional, AWS Solutions Architect Professional, and AWS security specialty.

The service provider is expected to be experienced in 3rd party applications. The City requires the migration of Arc GIS enterprise and Arc GIS desktop Pro in the managed cloud services environment. The City requires the most current patched release of Arc GIS Enterprise during the engagement.

The intent of this solicitation and resulting contract is to partner with a qualified vender to provide services to plan and migrate the City of Pembroke Pines' on-premise GIS environments to a Managed Cloud Services environment. The vendor will also provide ongoing managed services to administer, maintain and support the City of Pembroke Pines' ArcGIS environments including future growth and expansion of the City's GIS to include additional applications, business system integrations, and additional ArcGIS Platform components (i.e. ArcGIS GeoEvent Server).

The City of Pembroke Pines envisions the contracted scope of services to include the following services:

- **Implementation** – Setup, configuration, data migration, testing and training on the ArcGIS Managed Cloud Services environment.
- **Management** – Account and project management to implement ArcGIS Managed Cloud Services.
- **Planning** – Planning activities for the implementation of ArcGIS Managed Cloud Services.
- **Administration, Maintenance and Support** – Ongoing administration, maintenance and support of the ArcGIS Managed Cloud Services environment.



1.3.1 Implementation

The selected vendor will lead and coordinate the implementation of ArcGIS Managed Cloud Services for the City of Pembroke Pines as follows:

1. **Implement the ArcGIS Managed Cloud Services Environment** – Setup and configure the ArcGIS Enterprise and ArcGIS Desktop in the Managed Cloud Services environments.
 - ArcGIS Enterprise needs to be deployed in three separate environments; DEV (50% availability), QAS (50% availability), and PRODUCTION (Available during business hours with ability to be initiated during emergency situations).
 - ArcGIS Desktop needs to be configured to be ArcMap and should be accessible to City of Pembroke Pines end-users.
 - The Tyler EAM solutions needs to be configured to also run in the ArcGIS Desktop.
 - The City requires the setup and configuration of required database management system(s). Database systems may include but are not limited to MySQL, PostgreSQL, SQL Server, and Oracle.
 - The City requires the setup and configuration of required network and security architecture.
 - The City requires the test, validation, and verification of the implemented ArcGIS Managed Cloud Services environment.
 - The City requires an upgrade to the most current ESRI Enterprise version.
 - The City requires the ability to migrate to ArcGIS Pro as the primary GIS Desktop solution in 2022.

2. **Migration from On-Premises to Managed Cloud Services environment** – Guide and support City of Pembroke Pines in executing our plan to migrate, build and/or configure GIS web services, custom applications and content to the ArcGIS Managed Cloud Services environment.
 - Work with the City to execute the data migration plan and validate/test data migration.
 - Complete migration to the managed cloud environment including necessary manual processes and tasks.
 - Verify, validate, and test migration (alongside the City’s verification, validation and testing).



- Develop reports detailing results of the executed migration plan.
 - Support the City in configuration and deployment of 3rd party integrations and custom applications.
 - Migrate, configure and test any required scripts and integrations with systems on-premises at City of Pembroke Pines.
3. **Testing** – The selected vendor shall provide the City access to perform necessary unit testing and holistic testing to verify and validate ArcGIS implementation, data migration, system integrations and configuration with third-party applications.
 4. **Training** – The selected vendor is required to provide training to key City staff. Training should include necessary administration and management activities. Additional training should be in the development and configuring of GIS applications in the cloud environment and editing in the Desktop GIS environment.
 5. **User Acceptance Testing (UAT)** – the system will be validated and tested, based on the documented testing plan. Any remaining configuration or implementation adjustments will be made prior to promoting the environment to a live production mode.
 6. **Go-Live** – Once the initial migration is accepted by the City, a final data sync is required to migrate any new data, web services, and additional users to the on-premises environment. A formal transition and cutover process to the live production mode of the ArcGIS Managed Cloud Services environment and decommission of the on-premises GIS environment will be required.

1.3.2 Management

The selected vendor will be responsible for managing the City Of Pembroke Pines' overall account, the project specific tasks and activities required to migrate the City's on-premises GIS to Managed Cloud Services, and the upgrade to the most current ESRI enterprise version.

In addition to the management of the engagement and project specific activities, the City requires the selected vendor to identify a resource capable of leading the technical aspects of the engagement. All duties and responsibilities will be managed, approved, and distributed by the City's GIS Manager.



The following are areas of management the selected vendor is expected to perform:

1. **Account Management** – The selected vendor will provide an account manager to manage and oversee the engagement with City of Pembroke Pines. The designated account manager will be ultimately responsible for the delivery of the ArcGIS Managed Cloud Services implementation, ongoing administration, maintenance and support. The account manager should also have the ability to escalate any issues that arise during the engagement to vendor leadership.

The account manager will be responsible for delivering monthly updates via status reports and/or dash boards. Status information delivered to the City is to include:

- completed activities,
- upcoming activities,
- system utilization,
- system performance,
- service level metrics,
- backup utilization and growth,
- security information (vulnerabilities, incidents, or issues),
- summary of change management activity including patching,
- ArcGIS content changes,
- user account changes, and
- database schema changes.

Additionally, account manager shall hold status meetings, at least quarterly, to review status, activities, and usage of the ArcGIS Cloud Managed Services environment and to discuss goals, objectives, and strategy of future roadmap implementation and environment evolution.

2. **Project Management** – The selected vendor shall provide a single point of contact to serve as the project manager for the ArcGIS Managed Cloud Services planning, ArcGIS setup and configuration, migration from on-premises, testing, training, and go-live.

The project manager shall oversee the transition from go-live to maintenance and support. The project manager shall also oversee vendor resources for the migration from on-premises to Managed Cloud Services and shall manage all aspects of project initiation, planning, design, execution, monitoring, controlling and project closure.



The project manager shall also be responsible for the project work plan, schedule, communications plan, risk management, change management, quality assurance, quality control, and routine project status reporting. The City also requires status reporting to include budgeting, pending decisions, dependencies, schedule, activity status, issues and risks.

3. **Technical Management** – The selected vendor shall provide a Technical Lead responsible for technical and system operation activities under the engagement. The Technical Lead will be responsible for the technical implementation tasks as well as the technical aspects of ongoing administration, maintenance and support and the technical resources maintaining and administering the environment. The Technical Lead will also participate in and provide recommendations to planning and designing future growth and evolution of the Managed Cloud Services environment.

1.3.3 Planning

The selected vendor shall be responsible for coordinating planning activities required for the migration from on-premises to Managed Cloud Services and any ArcGIS upgrades to the most current ESRI Enterprise Version.

The following are planning activities the selected vendor is expected to perform:

1. **Define and Develop Implementation Plans** – The selected vendor will refine requirements and assess current on-premises ArcGIS environments. They will also identify and document new ArcGIS platforms within the City’s ArcGIS enterprise that could benefit other departments. Moreover, the selected vendor is required to identify and document any new networking components required to support the City. Additionally, they will develop an implementation plan that includes but is not limited to:
 - a. Documenting the implementation work plan and detailing all necessary work and tasks required from initiation to the transition to maintenance and support.
 - b. Planning and implementing the schedule to transition to maintenance and support.
 - c. Creating a risk register to mitigate risks identified during implementation.
 - d. A security plan to document and describe cyber security strategies, processes, and plans to monitor and respond to incidents. The security



- plan should also identify resources available to respond to incidents or breaches.
- e. A communications plan to detail how the vendor and the City will communicate, coordinate activities, and collaborate throughout the migration to Managed Cloud Services.
 - f. A Change Management plan to define the formal Change Management protocols and processes to manage change throughout the implementation, maintenance, and support.
 - g. A detailed list of the roles and responsibilities of the vendor and of the City. The list should identify and document the roles each party will fill and the expected level of effort required for each role during implementation and the transitioning to maintenance and support.
 - h. Creating a working assumptions list to be monitored, verified and mitigated throughout the engagement.
 - i. A Testing and Acceptance Plan detailing how the ArcGIS Managed Cloud Services environment will be tested and ultimately accepted for Go-Live by the City.
 - j. A training plan detailing how the City's stakeholders will be trained to interact with the ArcGIS Managed Cloud Services environment.
 - k. A Go-Live plan describing how City will transition from UAT & training mode to using the most current ESRI Enterprise Version Managed Cloud Services in a live production mode.
2. **Define and document ArcGIS Platform architecture** – Define and document the ArcGIS Platform architecture based on the City's requirements. Documentation to include ArcGIS Enterprise Base Deployment, ArcGIS Server as a hosting server, and ArcGIS Desktop. The architecture should also include Development, QAS and Production environments. Included in the architecture will be the ArcGIS platform components required to support system integrations. Moreover, the City requires the architecture to include the ability to use our enterprise SAML logins with the ArcGIS Enterprise.
 3. **Define and document the Network architecture** – Define and document the network architecture required to host and administer the ArcGIS Platform based on the City's requirements. The network architecture should define how the environment will be secured while providing the City's stakeholders access to the GIS assets, through the web and mobile devices. The network architecture is to also include networking between the City's network and the cloud hosted environment. The architecture should also account for backups (data and system) as well as disaster recovery.



1.3.4 Maintenance and Support

The selected vendor will provide ongoing managed services including administration, maintenance and support of the City's ArcGIS environment. Required service are to include:

1. **Maintaining the managed ArcGIS Cloud Service environment** – The awarded vendor shall provide all necessary services and activities to maintain, upgrade and patch the ArcGIS Platform. Maintenance service shall also include the underlying networking and cloud computing infrastructure.
2. **Performance Monitoring and Reporting** – The awarded vendor shall monitor the environment's performance and shall regularly report their findings through standard report(s) or dashboards. Metrics should include measures and tactics the City should employ to optimize performance.
3. **Security Administration, Monitoring, and Reporting** – The awarded vendor shall develop and execute a Security plan that protects, monitors and reports on the security of the ArcGIS Managed Cloud Services environment.
4. **Usage and Status Reporting** – The awarded vendor should monitor usage of the environment and shall regularly report their findings, through standard report(s) or dashboards.
5. **Change Management** – The awarded vendor shall provide the City a system (such as a portal or a ticketing system) to submit change request that will be incorporated into the change management process. Requested changes may include but are not limited to enhancements, new applications developed by the City, new system integrations, collaboration with ArcGIS Online, and/or new components of the ArcGIS Platform (i.e. GeoEvent Server).
6. **Backup and Recovery** – The awarded vendor will administer routine system backups and data backups. The vendor will also include plans to recover the system from the backups. The backup and recovery plan should also include a system or method for the City to access the backups and configuration files.
7. **ArcGIS Administration** – Vendor will administer the City's ArcGIS Enterprise and Desktop environments including upgrades, and patches. The City requires the



ability to administer the day to day operations such as user account creation, ArcGIS Enterprise group management, content creation, content sharing, content management, application configuration, and application implementation.

8. **Support and Trouble-Ticketing** – The awarded vendor will provide and maintain a help desk and/or ticketing portal to receive, manage, store, and execute support tickets entered by the City.
9. **Disaster Recovery Configuration and Testing** – The awarded vendor shall manage and execute a disaster recovery plan. The disaster recovery plan is to be developed in the Planning phase of the engagement. Periodic testing to validate and test the disaster recovery procedures is required on an annual basis. Results of the tests are to be reported to the City.
10. **Consulting Services** – The awarded vendor will provide consulting services to support future expansion of the ArcGIS Managed Cloud Services environment. The consulting services shall describe the processes and methods used to add additional components of the ArcGIS Platform to the environment, add custom applications and/or new system integrations to the environment, and any other services provided by the vendor.
11. **Transferring Administration and Maintenance** – The awarded vendor must provide the City the ability and approach for the City to assume full administration and maintenance controls of the ArcGIS environments if deemed appropriate in the future.

1.3.5 Deliverables

Vendors should consider all expectations brought forth in section 1.3 as the minimum requirements and should propose their own deliverables that have proven to be valuable and necessary during other ArcGIS Managed Cloud service engagements.

1.4 PROJECT COST ESTIMATE & TIMELINE

The City anticipates an initial cost of \$75,000 and an annual cost between \$50,000 and \$60,000 for each year we utilize the service.

This contract shall be for an initial three year period that coincides with the City's current contract with Environmental Systems Research Institute (Expires 9/12/2024). This contract shall also have one additional three-year renewal.



1.5 PROPOSAL SUBMISSION

The <https://ppines.bonfirehub.com/> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website. Proposals should be formatted as follows:

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

Tab 1 - Experience and Ability (35 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.
5. Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.
6. Do you have a minimum of five (5) years of experience? Please provide proof of such experience.
7. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
8. Explain the availability and access to the firm's top level management personnel.
9. If your firm an AWS Advanced Technology Partner and have passed the AWS Well Architected review?
10. Do you have AWS/Azure certified staff? If so, please provide details.
11. Is your firm trained and certified in, AWS DevOps Engineer Professional, AWS Solutions Architect Professional, and AWS security specialty? If so, please provide details.
12. Are you experienced in 3rd party applications? If so, please provide details.



13. Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.
14. Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.
15. Explain the ability and experience of the field staff with specific attention to project related experience.
16. Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
17. Are you an ESRI Certified Cloud Services Partner?
18. Are you endorsed or certified by any relevant trade associations, or similar entities?
 - a. Can you provide evidence of your endorsement or certification?

Tab 2 - Previous Experience / References Form (30 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. Vendors must provide a minimum of three (3) verifiable references from similar scopes of work.

1. **Previous Experience:**
 - a. How many clients have you provided GIS Managed Services for?
 - b. Have you deployed and supported customers with complicated ArcGIS Enterprise setups such as highly available ArcGIS Portal/ArcGIS Server systems?
 - c. What similar or related projects have you worked on within the past three years?
 - d. What challenges did you face and how did you overcome them?
 - e. How many of your clients are repeat clients?
 - f. How much of your revenue is derived from managing projects similar to ours?
2. **References Form:** Please provide references for your GIS Managed Services.



a. References Contact Information

- i. Name of Firm, City, County or Agency
- ii. Address
- iii. Contact Name
- iv. Contact Title
- v. Contact E-mail Address
- vi. Contact Telephone #

b. Project Information

- i. Name of Contractor Performing the work
- ii. Name and location of the project
- iii. Nature of the firm's responsibility on the project
- iv. Project duration
- v. Completion (Anticipated) Date
- vi. Size of project
- vii. Cost of project
- viii. Work for which staff was responsible
- ix. The results/deliverables of the project

Tab 3 - Firm's Understanding and Approach to the Work (30 points):

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. General:

- a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
- b. Please clearly describe all aspects of the project proposed.
- c. Include details of your approach and work plans.
- d. Identify any issues or concerns of significance that may be appropriate.
- e. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

2. Quality:

- a. How do you ensure the quality of your services?
 - i. What criteria do you use to measure your quality?
- b. Tell me about a time when you went over budget or the project timeline was delayed.
 - i. How did you handle the situation?

3. Backlog Value:

- a. What is your current backlog value?
- b. Are those projects similar to this project?
- c. Over the past three years, what was your highest and lowest backlog value?



- d. When your backlog value is high, how do you prioritize your time to ensure each project is managed properly?
- e. Based on your current backlog value, how would my project be prioritized?
- 4. Workload & Schedule:**
 - a. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
 - b. Provide the recent, current, and projected workload of the firm.
 - c. How would you organize this project in terms of milestones?
 - d. How do you handle unforeseen issues when they arise?
 - e. Do you work on multiple projects at the same time?
 - i. If so, how can you guarantee this will not negatively affect the City's project?
- 5. Timeline and Availability:** Please provide a timeline and your availability to start work upon contract agreement. In providing this information you understand that any extensive delay or delay caused by unnecessary cause will void any agreement of service and may require fee reimbursement for costs incurred for same. In providing this information, you the contractor, further understand that the City of Pembroke Pines has costs incurred monthly to provide services discussed here that include but are not limited to software to run the system, staff hired to use the software mentioned, training, equipment and more that are ongoing and dependent upon timeline given.
 - a. Phase 1 – Deploy the AWS Environment
 - i. Can deployment begin immediately?
 - ii. Best estimated time ____ (weeks, months).
 - b. Phase 2 – Install and Configure ArcGIS Services in AWS environment
 - i. Best estimated time ____ (weeks, months).
 - c. Phase 3 – Perform testing and QC
 - i. Best estimated time ____ (weeks, months).
- 6. Support:**
 - a. Do you provide American-based 24/7 customer support?
 - b. How many managed services hours do you typically provide per month?
 - c. What support requests can we use our Managed Services for?

1.5.2 Other Completed Questionnaires:

1. Contact Information Form
2. Proposer's Background Information
3. Vendor Registration Checklist

**1.5.3 Other Completed Documents:**

1. Attachment A: Non-Collusive Affidavit

1.5.4 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS

The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

1.6.1 Vendor Information Form**1.6.2 Form W-9 (Rev. October 2018)**

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile**1.6.4 Sworn Statement on Public Entity Crimes Form****1.6.5 Local Vendor Preference Certification****1.6.6 Local Business Tax Receipts****1.6.7 Veteran Owned Small Business Preference Certification**



- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

1.6.8 Equal Benefits Certification Form

1.6.9 Vendor Drug-Free Workplace Certification Form

1.6.10 Scrutinized Company Certification

1.6.11 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Experience and Ability	35 points
Previous Experience / References Form	30 points
Firm’s Understanding and Approach to the Work	30 points
Local Vendor Preference/	5 points



Veteran Owned Small Business Preference*	
Total Points	100 points

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract and approval for the City Manager to negotiate a contract with most qualified firm. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. If an agreement cannot be reached with the highest ranked firm, the City shall have the option to start negotiating with the next highest ranked firm(s).

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	January 18, 2022
Pre-Bid Meeting	Not Applicable
Question Due Date	January 31, 2022
Anticipated Date of Issuance for the Addenda with Questions and Answers	February 3, 2022
Proposals will be accepted until	2:00 p.m. on February 15, 2022
Proposals will be opened at	2:30 p.m. on February 15, 2022



Evaluation of Proposals by Evaluation Committee	March 2022
Recommendation of Contractor to City Commission award	March 2022

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before **2:00 p.m. on February 15, 2022.**

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact Support@GoBonfire.com with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



2.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. (*For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit*)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.



Yes No

- 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*



Yes No

- 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence



basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

 x

2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

 x

2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

 x

2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the



CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the Bonfire website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through Bonfire will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. Questions received after "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via Bonfire. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Bonfire Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they Bonfire support at Support@GoBonfire.com with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Department at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary



permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer's information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new,

the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

3.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

3.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening



unless otherwise stated by the City or proposer.

3.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.17 PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not

submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

The Public Entity Crime Affidavit Form, in the Vendor Registration module on the Bonfire website, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

3.18 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.19 FACILITIES



The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

3.20 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.21 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on

the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.22 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

3.23 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the Bonfire website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.24 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall



remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.
- (b) Announce at that meeting the name of each bidder and the price submitted in the bid.
- (c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.25 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or

after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

3.26 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.27 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees



or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.28 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.29 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.30 LOCAL GOVERNMENT PROMPT PAYMENT ACT



The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.31 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount of, 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 s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.32 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law,

which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR



ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

3.33 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.34 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.



(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.35 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

- a) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this



Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal Submission (Q-39FK)	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire portal.
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	Required	
Additional Information	File Type: PDF (.pdf)	Multiple	Optional	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	51	Information	



Commodity Set	Commodity Code	Title	Description
US_NAICS_2017	519	Other Information Services	
US_NAICS_2017	5191	Other Information Services	
US_NAICS_2017	5415	Computer Systems Design and Related Services	
US_NAICS_2017	541511	Custom Computer Programming Services	

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Questionnaires:

The Questionnaire Response Templates can be obtained at <https://ppines.bonfirehub.com/opportunities/58691>.

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://ppines.bonfirehub.com/opportunities/58691>



You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **Feb 15, 2022 2:00 PM EST.**

The Q&A period for this opportunity starts Jan 20, 2022 8:00 PM EST. The Q&A period for this opportunity ends Jan 31, 2022 8:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Feb 15, 2022 2:00 PM EST.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

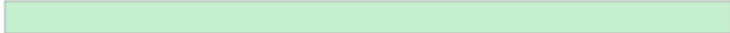




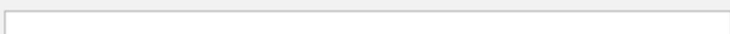

City of Pembroke Pines uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>



Frequently Asked Questions regarding the Proposal Submission Form / Questionnaire

Question 1) In regards to the proposal submission form, it states "the summary worksheet shows your overall progress for the questionnaire", but we downloaded the file and fill in the requested information, and no value appears on the summary worksheet. Should we submit the form without the progress shown on the summary worksheet?

Answer: Please see attached example picture. In this example, Tab "1" has been fully completed, as a result, the "% Complete" column shows "100%" and the Progress Bar is fully green. The other Tabs or "Question Set"s are not complete, as a result, they show "0.00%" and the progress bar is empty and there is a pink box at the end of those rows. When you have completed all of the sections, all of your "% Complete" sections should be "100.00%" and your progress bars should be green.

Summary			
Question Set	Questions	% Complete	Progress
1	14	100.00%	
2	80	0.00%	
3	5	0.00%	
4	10	0.00%	
5	12	0.00%	
6	11	0.00%	
Total	132	10.61%	



Question 2) We completed all the boxes in all the sheets and even so, there are boxes in pink (as I understand the book is taking them as if they were not filled) and therefore the summary does not give 100%, in our case it gives 87.12%.

Answer: The issue is that all of your responses should be included in the "Response" Column... depending on the response that you put in the "Response" column (as some of the responses are selections from a drop down box), you will be required to also add a comment to the "Comment" column. See attached screen shot of acceptable and unacceptable responses. If a row shows that it is still in Pink, you need to add some information to either the "Response" column or the "Comment" column.

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Equal Benefits Certification Form			
6.7.1	Which option did you select on the Equal Benefits Certification Form?	A) Complies	
Vendor Drug-Free Workplace Certification Form			
6.8.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Does Not Comply	A comment is required for this response
E-Verify System Certification Statement			
6.9.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
Local Business Tax Receipts			
6.10.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	I do not currently have a copy of the my Local Business Tax Receipts, however I am working on getting a copy to upload to the vendor registration portal.
Scrutinized Company Certification			
6.11.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
11 Questions		81.82% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature _____

Title _____

Name of Company _____

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD[YY])
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED YOUR COMPANY NAME HERE	INSURER A: INSURER B. INSURER C. INSURER D. INSURER E.	Companies providing coverage

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	Must Include General Liability			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SAMPLE CERTIFICATE											
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

<div style="border: 1px solid black; padding: 10px; text-align: center; background-color: yellow;"> "THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY" </div>
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CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, MAIL <u>30</u> DAYS WRITTEN LEFT. AUTHORIZED REPRESENTATIVE
City Must Be Named as Certificate Holder	



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT (“Agreement”), dated the _____ day of _____, «Contract_Signature_Year» by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a «Vendor_Business_Type», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «Vendor_Address_Line_1», «Vendor_Address_Line_2» (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective Parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On «Solicitation_Advertisement_Date», the CITY advertised its notice to bidders of the CITY's desire to hire a firm to «Service_Description» as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
“«Solicitation_Title»”

1.2 On «Bid_Opening_Date», the bids were opened at the offices of the City Clerk.



1.3 On «**Commission_Award_Date**», the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the «**Service_Description**», ("Property") in accordance with and as more particularly described in **Exhibit "A"**, attached hereto and by this reference made a part hereof and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the «**Service_Description**», as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the



work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date»**.

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed and materials provided by CONTRACTOR a total compensation amount NOT TO EXCEED **«Compensation_Type»** **«Compensation_Amount_Written»** (**«Compensation_Amount_Numerical»**), payable in monthly payments for actual services performed and as set forth here below:

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.**



4.3.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.3.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5
RESERVED

ARTICLE 6
RESERVED

ARTICLE 7
CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8
RESERVED

ARTICLE 9
INDEMNIFICATION

9.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work/services pursuant to this Agreement or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.



9.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

9.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

9.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 10 **INSURANCE**

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

10.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

10.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

10.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot



provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

10.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

10.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- 10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- 10.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered



by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- 10.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- 10.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- 10.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.



Yes No

- ✘ 10.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- 10.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✘ 10.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✘ 10.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is



physically located on CITY’s premises, a third-party fidelity coverage extension shall apply.

Yes No

x

10.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

x

10.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

x

10.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$1,000,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY’s additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

x

10.6.12 Builder’s Risk Insurance shall be “All Risk” for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder’s Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder’s Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR’s Builder’s Risk Insurance or for the CITY to purchase its own Builder’s



Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder’s Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR’s coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR’s Builder’s Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder’s Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder’s Risk insurance in their schedule. Should the CITY choose to utilize the CITY’s Builder’s Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

* 10.6.13 Other Insurance

10.7 REQUIRED ENDORSEMENTS

- 10.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 10.7.2 Waiver of all Rights of Subrogation against the CITY.
- 10.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 10.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 10.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 10.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

10.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.



10.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

10.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 11

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

11.1 During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 12

INDEPENDENT CONTRACTOR

12.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the



CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 13
RESERVED

ARTICLE 14
AGREEMENT SUBJECT TO FUNDING

14.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 15
UNCONTROLLABLE FORCES

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16
GOVERNING LAW AND VENUE

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 17
SIGNATORY AUTHORITY

17.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.



ARTICLE 18

DEFAULT OF CONTRACT & REMEDIES

18.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

18.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, «**LiquidatedDamagesAmountWritten**» (\$«**LiquidatedDamagesAmount\$**») for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

18.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

18.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

18.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.



18.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

18.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

18.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19 **BANKRUPTCY**



19.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20

MERGER; AMENDMENT

20.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 21

DISPUTE RESOLUTION

21.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

21.2 **Operations During Dispute.**

21.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

21.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

21.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 22



PUBLIC RECORDS

22.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

22.1.1 Keep and maintain public records required by the CITY to perform the service;

22.1.2 Upon request from the CITY’s custodian of public records, provide the CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

22.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

22.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR’s possession. All records stored electronically by the CONTRACTOR 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.

22.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 18** of this Agreement.

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:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 23
MISCELLANEOUS**



23.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

23.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

23.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

23.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

23.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

23.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY

Charles F. Dodge, City Manager



City of Pembroke Pines

City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR «Vendor_Contact_Title»
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

23.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

23.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

23.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

23.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

23.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

23.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or



relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

23.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

23.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

23.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

23.17 **RESERVED**

23.18 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

23.18.1 Any amount of, at the time 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 Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

23.18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.18.2.2 Is engaged in business operations in Syria.



23.19 **Domestic Partnership.**

23.19.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):

- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - CONTRACTOR is a governmental agency.

23.19.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

23.19.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or



has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

23.19.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The above statement must also include a contact telephone number and email address for the CITY which will be provided to each contractor when a covered contract is executed.

23.19.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of «Vendor_Name», a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor_Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, «Contract_Signature_Year».

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



TS-22-02 - ESRI ARC GIS Managed Cloud Services



City of Pembroke Pines [Back to list](#)

Project Details

Project: ESRI ARC GIS Managed Cloud Services

March 2022

prev next

Ref. #: TS-22-02

Type: RFSQ

Status: CLOSED

Open Date: Jan 19th 2022, 8:30 PM EST

Intent to Bid Due Date: Feb 15th 2022, 2:00 PM EST

Questions Due Date: Jan 31st 2022, 8:00 PM EST

Close Date: Feb 15th 2022, 2:00 PM EST

Days Left: Submissions are now closed

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2

Project Description:

The City of Pembroke Pines is seeking proposals from qualified firms, to provide Arc GIS Managed Cloud Services to migrate the City of Pembroke Pines' existing on-premises Arc GIS environment to a managed cloud services environment in accordance with the terms, conditions, and specifications contained in this solicitation.

The City has enterprise geodatabases, supported custom web applications and third-party applications, as well as integrations with the City's ERP (Tyler Tech, Tyler Energov, Tyler EAM, Smart Cop, and Tablet Command) that must be maintained with the migration to be managed cloud services.

Important Events:

Search

Event Title	Location	Description	Dates	Mandatory
Navigation				





PASSED	Open Date	Online Portal	Posting date for the Opportunity	Jan 19th 2022, 8:30 PM EST	N/A
PASSED	Questions Due Date	Online Portal	Deadline to submit Questions	Jan 31st 2022, 8:00 PM EST	N/A
PASSED	Answer Due Date		Anticipated Date of Issuance for the Addenda with Questions and Answers	Feb 3rd 2022, 6:00 PM EST	No
PASSED	Close Date	Online Portal	Deadline for Submissions	Feb 15th 2022, 2:00 PM EST	N/A
PASSED	Intent to Bid Due Date	Online Portal	Deadline to indicate your intent to Bid	Feb 15th 2022, 2:00 PM EST	Yes

Commodity Codes:

[US_NAICS_2017 51 Information](#)

[US_NAICS_2017 519 Other Information Services](#)

[US_NAICS_2017 5191 Other Information Services](#)

[US_NAICS_2017 5415 Computer Systems Design and Related Services](#)

[US_NAICS_2017 541511 Custom Computer Programming Services](#)

Supporting Documentation:

File	Type	Description	Date Created	Actions
Non-Collusive Affidavit.pdf	Documentation	Attachment A	Oct 27th 2021, 12:18 PM EDT	Download
Sample Insurance Certificate.pdf	Documentation	Attachment B	Oct 27th 2021, 12:20 PM EDT	Download
Specimen Contract - Contractual Services Agreement.pdf	Documentation	Attachment C	Jan 19th 2022, 7:50 PM EST	Download
Submission Instructions - TS-22-02.pdf	Other	Bonfire General Submission Instructions	Jan 19th 2022, 8:29 PM EST	Download
TS-22-02 ESRI Arc GIS Managed Cloud Services.pdf	Documentation	1) TS-22-02 ESRI Arc GIS Managed Cloud Services	Jan 18th 2022, 6:19 PM EST	Download

Requested Information:

Listed below are the documents and information needed to complete your submission:

Name	Type	# Files	Requirement	Instructions	Actions
------	------	---------	-------------	--------------	---------

1 [Navigation](#)



Proposal Submission (Q-39FK)	Questionnaire: Excel (.xlsx)	1	REQUIRED	You will need to fill out the provided Response Template for this Questionnaire. Download
Non-Collusive Affidavit	File Type: PDF (.pdf)	1	REQUIRED	
Additional Information	File Type: PDF (.pdf)	Multiple	OPTIONAL	

Document Takers

Vendors	# Files	Actions
Ardent Technologies, Inc.	5	View
Avineon, Inc.	6	View
Bel Tech Services	1	View
BidNet	6	View
Bruce Harris and Associates	6	View
Bugs & Bytes	1	View
Cambridge LTD	5	View
Carahsoft Technology Corporation	1	View
CJIS GROUP	1	View
Claro Enterprise Solutions, LLC	2	View
Cloudpoint Geospatial	6	View
Colliers Engineering & Design, Inc.	2	View
Connor	6	View
Coolsoft LLC	6	View
Davey Resource Group	6	View
DAX Software Solutions, Inc	2	View
Navigation ons	1	View



Dominic Systems Limited	1	View
EBA Engineering, INc.	6	View
Enterprise Pals, Inc.	5	View
Envirobidnet.com	5	View
Environmental Systems Research Institute, Inc. (Esri)	6	View
G2 Integrated Solution	1	View
Geographic Technologies Group	6	View
Heartland GIS	6	View
IT Data Solutions	6	View
ITR Consulting	3	View
LoadSpring Solutions, Inc.	6	View
Metric Engineering, Inc.	1	View
Mi-tech Services Inc	5	View
NewEdge Services, LLC	6	View
North America Procurement Council Inc., PBC	5	View
Onvia, Inc	5	View
RADgov, Inc	6	View
RMSI Private Limited	1	View
ROK Technologies, LLC	6	View
SDI Presence	6	View
Sonus Software Solutions Inc	1	View
Sunflower Lab LLC	1	View
TECKpert	6	View
The Engineering Co	1	View
... Group	6	View

[Navigation](#)



Trace Systems inc.	1	View
Vendor	2	View
VNuIT LLC	5	View
Woolpert, Inc.	5	View



Interested Subcontractors

Vendors	Contact	Email	Phone	Subcontract Services
No data available in table				



Messages

[Public Notices \(0\)](#)

[Opportunity Q&A \(1*\)](#)

There is currently nothing to display here.

[Create a new Public Notice](#)

Submissions and Subcontracting

This project is not open for proposal submissions at this time.





Public Notices

No messages



Questions and Answers

LoadSpring Solutions, Inc.

Cloud Platform

Jan 31, 2022 4:45 PM EST

The LoadSpring Cloud Platform offers stronger security, better performance, more integration options than AWS, and 24x7 application user support. Is The City open to platforms other than AWS? "The qualified firm is expected to be an AWS Advanced Technology Partner and have passed the AWS Well Architected review. The qualified firm should also be trained and certified in, AWS DevOps Engineer Professional, AWS Solutions Architect Professional, and AWS security specialty."

Feb 01, 2022 8:31 AM EST

No, the City will only consider solutions built on the AWS platform.

Question Set 1: Tab 1 - Experience & Ability

Question Set 1 Instructions

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

#	Question	Response	Comment
1.0.1	Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.	Yes	ROK Technologies, LLC is pleased to present this proposal to the City of Pembroke Pines, FL. We provide GIS Cloud Managed Services to over 120 public and private sector clients globally. Our customers cross several verticals some include: water utilities, State, County and City governments, Engineering Firms, Oil and Gas, and Fortune 100 companies.
1.0.2	Describe the size of your firm.		ROK Technologies, LLC has 25 employees with the main focus of supporting our clients' ArcGIS Enterprise in the cloud.
1.0.3	Describe your firm's financial history, strength and stability.	-	ROK Technologies, LLC has been in business for over 25 years and has been a
1.0.4	Describe your firm's range of activities.	-	At ROK Technologies, our sole focus is architecting, deploying and managing the ArcGI
1.0.5	Describe the specialized experience and technical competence of the firm or persons with respect to working on similar projects.	-	ROK is recognized as an AWS Advanced Technology, Microsoft Business, and Esri Business Partner allowing us to support our clients' Esri software solutions in the two largest cloud entities in the world. Our services and experience allow us to augment both of our client's IT and GIS departments, taking the hassle out of managing and supporting their software stack.
1.0.6	Do you have a minimum of five (5) years of experience? Please provide proof of such experience.	Yes	ROK has been an Esri business partner since the company's inception in 1997. We have been an MSP (Managed Services Provider) since 2017.
1.0.7	The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.		Because we are an MSP for ArcGIS Enterprise and the Cloud, we can support Pembroke Pines remotely. We have several clients throughout FL. ROK has a support person in FL.
1.0.8	Explain the availability and access to the firm's top level management personnel.	-	Here at ROK Technologies, we are all available when you need to talk to us. The client can submit a ticket through our customer support portal and define the severity of the ticket. ROK also provides after hour 800 number that you can call if needed. The client can always access ROK's top level management personnel if needed.
1.0.9	Is your firm an AWS Advanced Technology Partner and have passed the AWS Well Architected review?	Yes	ROK Technologies, LLC is an AWS Advanced Technology Partner and some of our employees have passed the AWS Well Architected Review. For this status, we had to pass Dev Ops Professional, Solutions Architect Professional and Security Specialty.
1.0.10	Do you have AWS/Azure certified staff? If so, please provide details.	Yes	ROK has clients in both AWS and Azure. ROK is an AWS Advanced Technology Partner. We are also a Microsoft Azure Certified. Please see the attached resumes. https://roktech.net/azure/
1.0.11	Is your firm trained and certified in, AWS DevOps Engineer Professional, AWS Solutions Architect Professional, and AWS security specialty? If so, please provide details.	Yes	See Brian Palus and Mike Cotter resumes
1.0.12	Are you experienced in 3rd party applications? If so, please provide details.	Yes	ROK has worked with several third-party applications serving as integration points into our clients Esri software suite. Some of these third-party applications include solutions provided by: Cityworks, Geocortex, Tyler Technologies, Customized (home grown) applications, SAP.
1.0.13	Identify the contact person and supervisory personnel who will work on the various projects, including the relative experience of all professionals proposed for use on the team.	Yes	During the Implementation Phase "Activate", Pembroke Pines will be assigned a Project Manager to keep the project on schedule. Once this complete, the City will move into GIS Managed Services and will be assigned a Client Success Manager. Please see attached resumes. Maddie Rauch, Implementation Manager and Nate Sylvester, Client Success Manager
1.0.14	Provide summaries of key persons and on-site staff to be assigned to the project with emphasis on their experience with similar work.	Yes	Since we provide GIS Managed Services and support your ArcGIS Enterprise in AWS, there will not be a need for on-site staff. Please see attached resumes.
1.0.15	Explain the ability and experience of the field staff with specific attention to project related experience.	-	Everyone at ROK plays a specific roll. Throughout the Implementation Phase, the Implementation manages the project. Each Project Phase, requires AWS knowledge in the beginning and Esri software knowledge.
1.0.16	Contractor should list any applicable qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.	Yes	Please see the attached resumes
1.0.17	Are you an ESRI Certified Cloud Services Partner?	Yes	ROK Technologies was one of the first Esri Partners to obtain the ArcGIS Cloud Services Specialty. We are an Esri Gold Partner as well.
1.0.18	Are you endorsed or certified by any relevant trade associations, or similar entities? Can you provide evidence of your endorsement or certification?	Yes	ROK received an Award for Cloud Innovation at the Esri 2021 Esri IMGIS Conference. The award was presented to ROK Technologies by Esri Water at the Esri IMGIS Conference in Palm Springs, CA on October 25th, 2021, recognizes ROK as innovators in cloud first technologies and cloud managed services for GIS organizations.
18 Questions		100.00% Complete	

Question Set 2: Tab 2 - Previous Experience / References Form

Question Set 2 Instructions

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be from the five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information. Vendors must provide a minimum of three (3) verifiable references from similar scopes of work.

#	Question	Response	Comment
Previous Experience			
2.1.1	How many clients have you provided GIS Managed Services for?	120	
2.1.2	Have you deployed and supported customers with complicated ArcGIS Enterprise setups such as highly available ArcGIS Portal/ArcGIS Server systems?	Yes	ROK has deployed and supported customers with complicated ArcGIS setups. Some example clients are WaterOne, Marriot International, and Village of Wellington. Highly available can be very expensive as that means duplicating the Infrastructure in 2 locations, which could double the costs.
2.1.3	What similar or related projects have you worked on within the past three years?	-	City of Palm Beach, Village of Wellington, Nassau County
2.1.4	What challenges did you face and how did you overcome them?	-	Data migration can be challenging sometimes and throughout the process we keep modifying our descriptions as to what is covered. We have revamped the process so we are more precise in what we are responsible for and what the client is responsible for.
2.1.5	How many of your clients are repeat clients?	-	97% are repeat customers
2.1.6	How much of your revenue is derived from managing projects similar to ours?	-	100%
Reference #1: Reference Contact Information			
2.2.1	Name of Firm, City, County or Agency	-	Town of Palm Beach
2.2.2	Address	-	360 South County Road, Palm Beach, FL 33480
2.2.3	Contact Name	-	Coraliz Cordero
2.2.4	Contact Title	-	GIS Coordinator
2.2.5	Contact E-mail Address	-	ccordero@townofpalmbeach.com
2.2.6	Contact Telephone #	-	561-227-6313
Reference #1: Project Information			
2.3.1	Name of Contractor Performing the work	-	ROK Technologies, LLC Team Members: Maddie Rauch - Implementation Project Manager, Brian Palus - GIS Cloud Architect, Michael Cotter - ArcGIS Python Engineer, James Diaz - GIS Managed Cloud Technician. Jason Harris - CTO
2.3.2	Name and location of the project	-	AWS Activate (Implementation) ArcGIS Enterprise Deployment and Accelerate GIS Managed Services. Project was done via AWS/Cloud remotely.
2.3.3	Nature of the firm's responsibility on the project	-	Ms. Cordero was responsible for deciding on what data from her on prem system would be migrated over to the AWS Cloud ArcGIS Enterprise environment. She also worked with a third party and ROK to get the integrations created with
2.3.4	Project duration	-	8 weeks for the implementation. Client did not want to flip over the system until the integration with third party was complete.
2.3.5	Completion (Anticipated) Date	-	January 28, 2022
2.3.6	Size of project	-	6 machine deployment and Citrix/VDI machine and 3 citrix seats.
2.3.7	Cost of project	-	Implementation \$15,000 One time Fee, GIS Managed Services \$52,972(Includes Citrix Seats, AWS Infrastructure and GIS Management.
2.3.8	Work for which staff was responsible	-	Maddie Rauch was responsible for managing the Implementation and keeping the project on track. Brian Palus created the security and deployed the machines in AWS. Jason Harris was added to Palm Beach's My Esri account and then was able to install the Esri software on to the machines. Mike Cotter added the Citrix Seats to the Citrix machine and migrated the data. He also created the ArcGIS configuration, and windows configuration. James Diaz helped Mike Cotter with these tasks.
2.3.9	The results/deliverables of the project	-	Client has a ArcGIS Enterprise base deployment set up in AWS. Client is also using ROK's GIS Managed Services. This has freed up Ms. Cordero to focus on what she does best, GIS.
Reference #2: Reference Contact Information			
2.4.1	Name of Firm, City, County or Agency	-	Village of Wellington
2.4.2	Address	-	123 Forest Hill Blvd, Wellington, FL 33414
2.4.3	Contact Name	-	Nicole McPherson
2.4.4	Contact Title	-	GIS Manager

2.4.5	Contact E-mail Address	-	nmcpherson@wellingtonfl.gov
2.4.6	Contact Telephone #	-	561-853-5261
Reference #2: Project Information			
2.5.1	Name of Contractor Performing the work	-	ROK Technologies, LLC Team Members: Lindsay Walker/Maddie Rauch - Implementation Project Manager, Brian Palus - GIS Cloud Architect, Michael Cotter - ArcGIS Python Engineer, James Diaz - GIS Managed Cloud Technician. Jason Harris - CTO Jason Hansel - Director of ArcGIS Enterprise Managed Cloud. Ryan Daley - Director of Cloud Services
2.5.2	Name and location of the project	-	AWS Activate (Implementation) ArcGIS Enterprise Deployment and Accelerate GIS Managed Services. Project was done via AWS/Cloud remotely.
2.5.3	Nature of the firm's responsibility on the project	-	Nicole McPherson let us know what needed to be migrated and what users neede
2.5.4	Project duration	-	10 Weeks
2.5.5	Completion (Anticipated) Date	-	April 2, 2021
2.5.6	Size of project	-	This was an 11 machine deployment which included GIS Monitor and Image Server along with 20 Citrix Seats for ArcPro/ArcDesktop.
2.5.7	Cost of project	-	Implementation \$25,000 One time Fee, GIS Managed Services \$98,340. Signed a 3 year contract (Includes Citrix Seats, AWS Infrastructure and GIS Management.
2.5.8	Work for which staff was responsible	-	Maddie Rauch was responsible for managing the Implementation and keeping the project on track. Brian Palus and Ryan Daley created the security posture and deployed the required machines in AWS. Jason Harris was added to Village of Wellington's My Esri account and then was able to install the Esri required software to the infrastructure. Mike Cotter added the Citrix Seats to the Citrix machine and migrated the data. He also created the ArcGIS configuration, and windows configuration.
2.5.9	The results/deliverables of the project	-	Client moved their ArcGIS Enterprise from on-prem to AWS. Results are Village of Wellington has a ArcGIS Enterprise set up in AWS. Client is also using ROK's GIS Managed Services. Disaster Recovery was a concern because they are located where hurricanes are a common occurrence.
Reference #3: Reference Contact Information			
2.6.1	Name of Firm, City, County or Agency	-	Bonner County, ID
2.6.2	Address	-	1500 Highway 2, Sandpoint, ID 83864
2.6.3	Contact Name	-	Jim Snyder
2.6.4	Contact Title	-	Director, GIS
2.6.5	Contact E-mail Address	-	james.snyder@bonnercountyid.gov
2.6.6	Contact Telephone #	-	208-255-3630 x 1271
Reference #3: Project Information			
2.7.1	Name of Contractor Performing the work	-	ROK Technologies, LLC Team Members: Lindsay Walker - Implementation Project Manager, Jason Harris - CTO Jason Hansel - Director of ArcGIS Enterprise Managed Cloud.
2.7.2	Name and location of the project	-	AWS Activate (Implementation) ArcGIS Enterprise Deployment and Accelerate GIS Managed Services. Project was done via AWS/Cloud remotely.
2.7.3	Nature of the firm's responsibility on the project	-	Jim Snyder let us know what data needed to be moved to the AWS cloud environment.
2.7.4	Project duration	-	6 weeks
2.7.5	Completion (Anticipated) Date	-	10/1/2020
2.7.6	Size of project	-	This was a 6 machine deployment with a citrix server and 6 citrix seats.
2.7.7	Cost of project	-	Implementation was \$19,500 and GIS Managed Services \$48,204/year.
2.7.8	Work for which staff was responsible	-	Lindsay Walker was responsible for managing the Implementation and keeping the project on track. Brian Palus created the security posture and deployed the required machines in AWS. Jason Harris was added to Bonner County's My Esri account and then was able to install the Esri required software to the infrastructure. Mike Cotter added the Citrix Seats to the Citrix machine and migrated the data. He also created the ArcGIS configuration, and windows configuration.
2.7.9	The results/deliverables of the project	-	Bonner County, ID moved their one machine AWS deployment to an multi-machine Esri best practices deployment. Jim Snyder is free to focus on his GIS tasks.
Reference #4: Reference Contact Information			
2.8.1	Name of Firm, City, County or Agency	-	Village Center Community Development District, Inc.
2.8.2	Address	-	984 Old Mill Run, The Villages, FL 321'62
2.8.3	Contact Name	-	Don Blalock, Jacobs Engineering and Brittany Wilson

2.8.4	Contact Title	-	Project Manager
2.8.5	Contact E-mail Address	-	donald.blalock@jacobs.com
2.8.6	Contact Telephone #	-	239-465-6624
Reference #4: Project Information			
2.9.1	Name of Contractor Performing the work	-	ROK Technologies, LLC Team Members: Maddie Rauch - Implementation Project Manager, Brian Palus - GIS Cloud Architect, Michael Cotter - ArcGIS Python Engineer, James Diaz - GIS Managed Cloud Technician. Jason Harris - CTO
2.9.2	Name and location of the project	-	AWS Activate (Implementation) ArcGIS Enterprise Deployment and Accelerate GIS Managed Services. Project was done via AWS/Cloud remotely.
2.9.3	Nature of the firm's responsibility on the project	-	Don Blalock provided a geodatabase for the data that needed to be added to the project.
2.9.4	Project duration	-	6 weeks
2.9.5	Completion (Anticipated) Date	-	10/15/2021
2.9.6	Size of project	-	6 machine deployment and Citrix/VDI machine and 3 citrix seats.
2.9.7	Cost of project	-	Implementation \$15,000 One time Fee, GIS Managed Services \$69,450(Includes Citrix Seats, AWS Infrastructure and GIS Management.
2.9.8	Work for which staff was responsible	-	Maddie Rauch was responsible for managing the Implementation and keeping the project on track. Brian Palus created the security and deployed the machines in AWS. Jason Harris was added to Palm Beach's My Esri account and then was able to install the Esri software on to the machines. Mike Cotter added the Citrix Seats to the Citrix machine and migrated the data. He also created the ArcGIS configuration, and windows configuration. James Diaz helped Mike Cotter with these tasks.
2.9.9	The results/deliverables of the project	-	This client had not GIS to begin with. Jacobs Engineering was providing the district with GIS services but they did not have any GIS. This was a brand new deployment of ArcGIS Enterprise. Now the District can provide their community members with updates via ArcGIS Portal.
Reference #5: Reference Contact Information			
2.10.1	Name of Firm, City, County or Agency	-	City of Hastings, NE
2.10.2	Address	-	220 N Hastings Avenue, Hastings, NE 68901
2.10.3	Contact Name	-	Lindsey Stone
2.10.4	Contact Title	-	GIS Coordinator
2.10.5	Contact E-mail Address	-	lstone@cityofhastings.org
2.10.6	Contact Telephone #	-	402-461-2332
Reference #5: Project Information			
2.11.1	Name of Contractor Performing the work	-	ROK Technologies, LLC Team Members: Lindsay Walker - Implementation Project Manager, Jason Harris - CTO Jason Hansel - Director of ArcGIS Enterprise Managed Cloud.
2.11.2	Name and location of the project	-	AWS Activate (Implementation) ArcGIS Enterprise Deployment and Accelerate GIS Managed Services. Project was done via AWS/Cloud remotely.
2.11.3	Nature of the firm's responsibility on the project	-	Lindsey provided us with her file geodatabase initially.
2.11.4	Project duration	-	6 weeks
2.11.5	Completion (Anticipated) Date	-	7/17/2019
2.11.6	Size of project	-	6 machine deployment and Citrix/VDI machine and 3 citrix seats.
2.11.7	Cost of project	-	Implementation \$15,000 One time Fee, GIS Managed Services \$50,400 (Includes Citrix Seats, AWS Infrastructure and GIS Management.
2.11.8	Work for which staff was responsible	-	Lindsay Walker was responsible for managing the Implementation and keeping the project on track. Brian Palus created the security posture and deployed the required machines in AWS. Jason Harris was added to City of Hastings's My Esri account and then was able to install the Esri required software to the infrastructure. Mike Cotter added the Citrix Seats to the Citrix machine and migrated the data. He also created the ArcGIS configuration, and windows configuration.
2.11.9	The results/deliverables of the project	-	Client has a ArcGIS Enterprise base deployment set up in AWS. Client is also using ROK's GIS Managed Services. This has freed up Ms. Stone to focus on what she does best, GIS.
81 Questions		100.00% Complete	

Question Set 3: Tab 3 - Firm's Understanding and Approach to the Work

Question Set 3 Instructions

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

Regarding the "Timeline and Availability" section below, please provide a timeline and your availability to start work upon contract agreement. In providing this information you understand that any extensive delay or delay caused by unnecessary cause will void any agreement of service and may require fee reimbursement for costs incurred for same. In providing this information, you the contractor, further understand that the City of Pembroke Pines has costs incurred monthly to provide services discussed here that include but are not limited to software to run the system, staff hired to use the software mentioned, training, equipment and more that are ongoing and dependent upon timeline given.

#	Question	Response	Comment
General			
3.1.1	Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.	-	ROK Technologies, LLC main focus is implementing, migrating and managing ArcGIS Enterprise in the Cloud. ROK assigns a dedicated Project Manager and ongoing Client Success Manager to each Managed Services client. The Project Manager ensures that the Implementations are organized and completed in a timely and efficient manner. During the Phase, the Project Manager is the key point of contact and will keep the client informed in a quick and accurate manner. Once the Implementation Phase is complete, the client moves into the Managed Services, where the Customer Success Manager becomes the main point of contact.
3.1.2	Please clearly describe all aspects of the project proposed.	-	The Implementation consists of four phases. Phase 1 - Configure AWS components which includes the configuring the Virtual Networks, subnets, and NSGs. Storage Accounts, Backup and Recovery services. Deploy the virtual machines for ArcGIS Server, Web Adaptor, SQL Server, Portal, Datastore, and Citrix machine. Phase 2 - Install and configure ArcGIS software. Pembroke Pines would provide ROK Technologies with any applicable licensing files, numbers, etc or login credentials to My Esri.com account. This will allow ROK to access the software and licensing information. This will include validating ArcGIS for Server Enterprise components in the new environment, validating IIS and ArcGIS web adaptor in the new environment and validating and configuring enterprise geodatabase in SQL Server. Q/A and testing are going on throughout the lifecycle. Phase 3 - Data Migration. Pembroke Pines will provide ROK in a file geodatabase. Phase 4 - Go Live and Training
3.1.3	Include details of your approach and work plans.	-	See attached timeline and sample kick off call
3.1.4	Identify any issues or concerns of significance that may be appropriate.	-	Since Pembroke Pines is moving over from AGOL, there should not be any issues.
3.1.5	A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.	-	Pembroke Pines is purchasing an ArcGIS Enterprise License and expanding the GIS Department. ROK removes IT restraints from the GIS equation. This is going to allow Pembroke Pines to grow their GIS infrastructure on demand, easily adding servers such as GeoEvent, Image Server, ArcGIS Monitor and more. Now, IT resourcing and budget approval is a thing of the past. A simple phone call to ROK, and their new server is up, new software is configured, and they are ready to go. In addition, our cloud environments can auto-scale so GIS services NEVER go down. An always accessible technology solution is crucial for organizations responsible for Emergency Management, Health and Wellness Maps and Utilities.
Quality			
3.2.1	How do you ensure the quality of your services? What criteria do you use to measure your quality?	-	ROK offers clients support through a client portal where cases can be submitted. ROK measures the quality of services offered by making sure the client's cases are resolved in a timely manner. Also based on our service level agreement, we offer reactive and proactive support hours. Based on the type of issue being reported, we have a Service Level Support Matrix and that determines the time we have to resolved the issue.
3.2.2	Tell me about a time when you went over budget or the project timeline was delayed. How did you handle the situation?	-	Sometimes we do go over budget. That is why we are constantly analysing how we come up with the number of hours it will take for the Implementation. We had a client that had ArcGIS Enterprise installed on prem. We estimated that it would take 100 hours for the Implementation but we went the hours by 7 hours. We did not bill the client for the extra hours.
Backlog Value			
3.3.1	What is your current backlog value?	-	2 weeks out
3.3.2	Are those projects similar to this project?	-	Yes
3.3.3	Over the past three years, what was your highest and lowest backlog value?	-	10 projects at once was the highest and 5 projects was the lowest.
3.3.4	When your backlog value is high, how do you prioritize your time to ensure each project is managed properly?	-	Every client has a weekly call to keep everyone updated on the progress of the project. We set the expectations upfront with an initial kick off call. ROK also has a project management software that keeps us on track as well.
3.3.5	Based on your current backlog value, how would my project be prioritized?	-	It is prioritized based on when we have a signed MSA, SOW, and SLA. We would be able to start you with in 2 weeks of receiving the paperwork.
Workload & Schedule			
3.4.1	Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.	-	Please see Maddie Rauch's resume, and Nate Sylvester's resume. ROK is always improving processes. We analyze every project and look at hour many hours it takes for every Implementation. Customer Service is what we pride ourselves in.
3.4.2	Provide the recent, current, and projected workload of the firm.	-	ROK manages the workload to ensure timely delivery and quality work. In 2021, we brought on 30 new clients. In 2022, we project that we will bring on 50 new clients.
3.4.3	How would you organize this project in terms of milestones?	-	ROK's GIS Managed Cloud Services is comprised of two key components, Activate (setting up your environment) and Accelerate (the ongoing management of the Esri software). Implementation has 4 phases: Phase 1 - Deploy the AWS environment, Phase 2 - Install and configure the ArcGIS services in the AWS environment, 3. Data migration 4. Perform testing and Communication and being transparent with our clients is the best way ensure our clients are happy. Pembroke Pines will be assigned a Client Success Manager, who is responsible for communicating with Pembroke Pine's main point of contact to keep end users notified of outages. ROK has alerts setup to notify us of issues with system and network performance. ROK will also provide monthly reporting utilization.
3.4.4	How do you handle unforeseen issues when they arise?	-	

3.4.5	Do you work on multiple projects at the same time? If so, how can you guarantee this will not negatively affect the City's project?	Yes	Every person at ROK focuses on their specific tasks, which allows us to be agile and handle multiple projects. For example, Maddie Rauch is the Implementation Project Manager and she assigns sub tasks to Brian Palus, Cloud Architect, who would deploy the AWS environment described in 3.1.2. Michael Cotter has his own set of tasks that he is responsible. Each client has a weekly meeting that keeps everyone on task.
Timeline and Availability			
3.5.1	Phase 1 – Deploy the AWS Environment i.Can deployment begin immediately?	Yes	Once we have the kick off call, we start on deployment of the environment immediately.
3.5.2	Phase 1 – Deploy the AWS Environment ii.Best estimated time ____ (weeks, months).	-	1 week
3.5.3	Phase 2 – Install and Configure ArcGIS Services in AWS environment i.Best estimated time ____ (weeks, months).	-	2 weeks. Phase 3 is Migration but Pembroke Pines does not have a lot of data to migrate.
3.5.4	Phase 3 – Perform testing and QC i.Best estimated time ____ (weeks, months).	-	2 weeks
Support			
3.6.1	Do you provide American-based 24/7 customer support?	Yes	<p>ROK has 24/7 Customer Support. Customer Support tickets can be called in 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Customer Service Portal. Contact emails and Customer Service Portal information will be provided following execution of contract.</p> <p>2. Coverage Hours. Live Support is available 8am to 5pm EST M-F ("Support Hours").</p> <p>a. Customer Service Portal ("Portal"): ROK will provide to Client unlimited access to Portal support. Client will report Malfunctions by accessing the Portal and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("Support Staff") will be assigned and Client will be contacted within in a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.</p> <p>b. Telephone Support Service: ROK will provide to Client unlimited access to 24/7</p>
3.6.2	How many managed services hours do you typically provide per month?	-	Managed Service Hours are customized for every client's configuration. Every client has at least 12 support hours/month. Proactive Support Hours include OS Updates and Patches, Aggressive Monitoring, Backup and Retention, and Security Management.
3.6.3	What support requests can we use our Managed Services for?	-	<p>Reactive Support provides the services necessary to respond to and resolve support incidents reported by Client as they arise. ROK's goal is to quickly resolve incidents before they significantly affect business continuity. Typical incidents include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A system down condition in which system operation is disrupted or severely hampered <input type="checkbox"/> Poor system performance that is impeding system and application operation <input type="checkbox"/> Loss of connectivity to internal networks or Internet services <input type="checkbox"/> An inability to access data residing on an external storage device
24 Questions		100.00% Complete	

Question Set 4: Contact Information Form

#	Question	Response	Comment
Company Information			
4.1.1	Company Name	ROK Technologies, LLC	
4.1.2	Company Address	1 Carriage Lane, B201 Charleston, SC 29407	
Primary Contact for the Project			
4.2.1	Contact Name	Carey Jenkins	
4.2.2	Contact Title	Account Executive	
4.2.3	Contact E-mail Address	cjenkins@roktech.net	
4.2.4	Contact Telephone Number	843-224-4607	
Authorized Approver			
4.3.1	Contact Name	Alex Coleman	
4.3.2	Contact Title	CEO	
4.3.3	Contact E-mail Address	acoleman@roktech.net	
4.3.4	Contact Telephone Number	888-898-3404 x 4	
10 Questions		100.00% Complete	



City of Pembroke Pines

NON-COLLUSIVE AFFIDAVIT

BIDDER is the

Representative



(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature CAROL JENKINS / [Signature]

Title Account Executive

Name of Company ROK Technologies, LLC

Question Set 5: Proposer's Background Information

Question Set 5 Instructions

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

#	Question	Response	Comment
Former Business			
5.1.1	Under what former name has your business operated? Include a description of the business.	ROK Technologies, Inc.	Before 2010, we were known as ROK Technologies, Inc. and provided application development and worked in supporting Arc IMS. Also ROK Global Applications Group was formed to support all of our ASP Clients.
5.1.2	At what address was that business located?	Spring Street, Charleston, SC	
Past Failure			
5.2.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No	
Inspected			
5.3.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes	
Subcontracting			
5.4.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No	
Bankruptcy Petitions			
5.5.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	No	
Bond Claims			
5.6.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	no	
Claims, Arbitrations, Administrative Hearings and Lawsuits			
5.7.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	no	
Criminal Proceedings or Hearings			
5.8.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	no	
Company Classification			
5.9.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Original Provider	
Debarment/Suspension			
5.10.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	
Similar Experience & Contracts			
5.11.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	Yes	ROK has worked with North Miami Beach Water for several years. Town of Palm Beach, Village of Wellington, and Village Community Development District are recent ROK clients. We have been working with Bay County, FL, City of Pensacola, Nassau County and Santa Rosa County for several years as
12 Questions		100.00% Complete	

Question Set 6: Vendor Registration Checklist

Question Set 6 Instructions

The City has included various documents in the Vendor Registration portal on the Bonfire website. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s). Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information. This section will summarize your responses to those relevant documents.

#	Question	Response	Comment
Vendor Information Form			
6.1.1	Did you submit a completed Vendor Information Form in the Vendor Registration Portal?	Yes	
Form W-9 (Rev. October 2018 or later)			
6.2.1	Did you submit a W-9 Form (Revised October 2018 or later) in the Vendor Registration Portal?	Yes	
Company Profile			
6.3.1	Did you submit your Company Profile Form in the Vendor Registration Portal?	Yes	
Sworn Statement on Public Entity Crimes Form			
6.4.1	Which option did you select on the Sworn Statement on Public Entity Crimes Form?	A) Not Charged / Convicted	
Local Vendor Preference Certification			
6.5.1	Which option did you select on the Local Vendor Preference Certification? Note - If certifying that your business is a Local Pembroke Pines or Broward County vendor, you must also attach applicable current business tax receipt(s) along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.	Not a Local Pembroke Pines or Broward County Vendor	
Local Business Tax Receipts			
6.6.1	Did you submit your Local Business Tax Receipts in the Vendor Registration Portal?	No	We are a SC based LLC but work throughout the US and Internationally
Veteran Owned Small Business Preference Certification			
6.7.1	Which option did you select on the Veteran Owned Small Business Preference Certification? Note - If certifying that your business is a Veteran Owned Small Business, you must also attach a "Determination Letter" from the U.S. Dept. of Veteran Affairs Center	Not a Veteran Owned Small Business	
Equal Benefits Certification Form			
6.8.1	Which option did you select on the Equal Benefits Certification Form?	B) Will Comply	
Vendor Drug-Free Workplace Certification Form			
6.9.1	Which option did you select on the Vendor Drug-Free Workplace Certification Form?	Complies Fully	
Scrutinized Company Certification			
6.10.1	Did you submit a completed Scrutinized Company Certification in the Vendor Registration Portal?	Yes	
E-Verify System Certification Statement			
6.11.1	Did you submit a completed E-Verify System Certification Statement in the Vendor Registration Portal?	Yes	
11 Questions		100.00% Complete	



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	<u>ROK Technologies, LLC</u>		
Doing Business As (DBA)	<u>ROK Technologies</u>		
Primary Business Address	<u>1 Carriage Lane</u>		
	<u>B201</u>		
	City:	<u>Charleston</u>	
	State:	<u>SC</u>	Zip: <u>29407</u>
	Country:	<u>United States</u>	
Remit To Address	<u>PO Box 896830</u>		
	City:	<u>Charlotte</u>	
	State:	<u>NC</u>	Zip: <u>28289-6830</u>
	Country:	<u>United States</u>	
Order From Address	<u>Same as Primary Business address</u>		
	City:		
	State:		Zip:
	Country:		
Foreign Entity (Yes/No)	<u>no</u>		
Telephone Number	<u>888-898-3404</u>		
Primary Company E-mail	<u>info@roktech.net</u>		
Fax	<u>n/a</u>		
Website	<u>Roktech.net</u>		
DUNS	<u>07-849-4527</u>		
Independent Contractor (Yes/No)	<u>Yes</u>		
Identification Number	SSN:		FID: <u>27-1584468</u>

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.

CONTACT INFORMATION			
Contact Name (First & Last Name)	<u>Carey Jenkins</u>		
Description/Title/Position	<u>Sales/Account Executive</u>		
Phone (Voice)	<u>844-414-0794</u>		
Phone (Text)	<u>843-568-9628</u>	Opt In (Y/N):	<u>Y</u>
Fax	<u>n/a</u>		
E-mail	<u>cjenkins@roktech.net</u>		

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ROK Technologies, LLC	
	2	Business name/disregarded entity name, if different from above	
	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5	Address (number, street, and apt. or suite no.) See instructions. PO BOX 31087	Requester's name and address (optional)
	6	City, state, and ZIP code Charleston, SC 29417-1087	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	7								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Michael Vassar</i>	Date ▶ 9-15-21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	ROK Technologies, LLC		
Doing Business As (DBA)	ROK Technologies		
Primary Business Address	1 Carriage Lane		
	B201		
	City:	Charleston	
	State:	SC	Zip: 29407
Country:	United States		

Organization Background	
Please state the year that you company started its business	1997
Please state the year that your company started providing service under your current business name	1997
What State is your Company Registered In?	SC

Professional License Information		
License Type	License Number	Expiration
AWS Advanced Partner		
Esri Gold Partner		
ArcGIS Certified Cloud Specialty		

Please list any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
<p>At ROK our Team has liberated ArcGIS Enterprise systems for over 120 customers in 8 different verticals by migrating their GIS to the Cloud. After migration, over 70% of our Managed Services customers have expanded their GIS footprint because for the first time, they can.</p> <p>ROK removes IT restraints from the GIS equation. This allows customers to grow their GIS infrastructure on-demand, easily adding servers for solutions such as GeoEvent, Image server, ArcGIS monitor and more. Now, IT resourcing and budget approval is a thing of the past. A simple phone call to ROK, and their new server is up, new software is configured, and they are ready to go. In addition, our cloud environments can auto-scale so GIS services NEVER go down. An always</p>



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

accessible technology solution is crucial for organizations responsible for Emergency Management, Health and Wellness Maps and Utilities.

ROK handles GIS administration. Customers focus on **creating** GIS, not **managing** it. ROK handles ArcGIS upgrades so that the latest versions of Enterprise are available. ROK configures and installs new Enterprise services and handles any patches or on-demand updates needed.



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted ROK Technologies, LLC
(name of entity submitting sworn statement) whose business address is
1 Carriage Lane, B201, Charleston, SC 29407
and (if applicable) its Federal Employer Identification Number (FEIN) is
27-1584468. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)

2. My name is Carey Jenkins and my
(Please print name of individual signing)

relationship to the entity named above is Employee.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a



City of Pembroke Pines

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


 Bidder's Name/Signature

ROK Technologies, LLC
 Company

12/22/21
 Date



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: RDK TECHNOLOGIES, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: 



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: ROK Technologies, LLC

PRINTED NAME / AUTHORIZED SIGNATURE: 



City of Pembroke Pines

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

- 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: ROK Technologies, LLC

AUTHORIZED OFFICER NAME / SIGNATURE: 



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 each 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.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.



 Authorized Signature

Carey Jenkins

 Authorized Signer Name

ROK Technologies, LLC

 Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Carey Jenkins, on behalf of ROK Technologies, LLC,
Print Name and Title Company Name

certify that ROK Technologies, LLC :
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ROK Technologies, LLC
Company Name

Carey Jenkins
Print Name / Signature

Account Executive
Title



City of Pembroke Pines

**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:

- a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

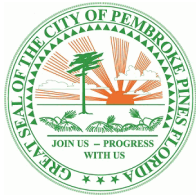
- a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

ROK Technologies, LLC

COMPANY NAME: _____

Carey Jenkins/ 

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 9.

File ID: 22-0284

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/11/2022

Short Title: ROK Technologies LLC RFQ #TS-22-02 ESRI Arc GIS
Managed Cloud Service

Final Action: 04/20/2022

Title: MOTION TO APPROVE THE NEGOTIATED AGREEMENT WITH ROK TECHNOLOGIES, LLC PURSUANT TO THE AWARD OF RFQ # TS-22-02 "ESRI ARC GIS MANAGED CLOUD SERVICES" FOR AN AMOUNT NOT TO EXCEED \$191,184, FOR AN INITIAL THREE YEAR PERIOD.

***Agenda Date:** 04/20/2022

Agenda Number: 9.

Internal Notes:

Attachments: 1. ROK Technologies Master Service Agreement, 2. ROK Technologies Service Level Agreement, 3. ROK Technologies Statement of Work, 4. Exhibit A - RFQ # TS-22-02 ESRI Arc GIS Managed Cloud Services, 5. Exhibit B - ROK Technologies, LLC - Bid Submittal, 6. 04-06-22 Commission Approval

1 City Commission 04/20/2022 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple
Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for

award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On January 12, 2022, the City Commission authorized the advertisement of RFQ TS-22-02 "ESRI ARC GIS Managed Cloud Services" which was advertised on January 19, 2022.
2. The purpose of this solicitation was to seek qualifications from qualified firms to provide Arc GIS Managed Cloud Services to migrate the City of Pembroke Pines' existing on-premises Arc GIS environment to a managed cloud services environment.
3. On April 6, 2022, City Commission approved the findings and recommendation of the evaluation committee and awarded RFQ # TS-22-02 "ESRI ARC GIS Managed Cloud Services" to ROK Technologies, LLC and directed the City Manager to negotiate a contract for services.
4. The City staff was able to negotiate a contract with rates which staff determines are fair, competitive, and reasonable. The agreement will be for an initial three year period. There is an

initial cost of \$15,000 for implementation. Then there will be an ongoing monthly charge of \$4,894 for 36 months.

5. Request City Commission to approve the negotiated agreement with ROK Technologies, LLC pursuant to the award of RFQ # TS-22-02 “ESRI ARC GIS Managed Cloud Services”, for an amount not to exceed \$191,184, for an initial three year period.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: 191,184 (There is an initial cost of \$15,000 for implementation. Then there will be an ongoing monthly charge of \$4,894 for 36 months.)

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account # 001-513-2002-534995-0000-000-0000- (I.T. Contractual Services) and 001-513-2002-546801-0000-000-0000 (IT Maintenance Contracts).

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project:

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$73,728.00	\$58,728.00	\$58,728.00	N/A	N/A
Net Cost	\$73,728.00	\$58,728.00	\$58,728.00	N/A	N/A

e) Detail of additional staff requirements: Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement...

PRODUCER: Moulton & Sheally Insurance, LLC. CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: NATIONWIDE MUT FIRE INS CO, INSURER B: CHUBB CUSTOM INS CO, etc.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES...

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Professional Liability & Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket additional insured applies to the certificate holder in regard to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines, 601 City Center Way, Pembroke Pines, FL 33025. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature.



Beazley MediaTech

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

These Declarations along with the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy, and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

GENERAL INFORMATION

Insurer/Underwriter:	Syndicate 2623/623 at Lloyd's (Non-Admitted)
Authority Reference Number:	B6012BUSANMSL2101
Named Insured:	Rok Technologies, LLC
Named Insured Address:	1 Carriage Lane, Suite B202 Charleston, SC 29407
Notice of Claim, Loss or Circumstance:	Beazley Group Attn: Cyber & Tech Claims Group 45 Rockefeller Plaza, 16th floor New York, NY 10111 cyber&techclaims@beazley.com
Administrative Notice:	Beazley USA Services, Inc. 30 Batterson Park Road Farmington, CT 06032 Tel: (860) 677-3700 Fax: (860) 679-0247

POLICY INFORMATION

Policy Number: WG00005880AA

Policy Form: Beazley MediaTech (F00731 022019 ed.)

Policy Period: From: 26-Sep-2021 To: 26-Sep-2022
Both at 12:01 AM Local Time at the Named Insured Address

Retroactive Date: 26-Sep-2021

Continuity Date: 26-Sep-2021

Optional Extension Period: 12 Months

Optional Extension Premium: 100% of the Annual Policy Premium

Waiting Period: 8 Hours

Premium: [REDACTED]

[REDACTED]	BASE
\$150.00	POLICY FEE
[REDACTED]	SC STATE TAX
[REDACTED]	TOTAL

This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this state as an eligible surplus line insurer, but is not afforded guaranty fund protection.

Francis G Johnson

COVERAGE SCHEDULE (Currency in USD)		
	Limit	Retention
Each Claim Limit of Liability:		
<i>Media, Tech, Data & Network Liability:</i>	\$1,000,000	
Policy Aggregate Limit of Liability:	\$1,000,000	
Additional Defense Limit:	Not Included	
Media, Tech, Data & Network Liability		
Tech & Professional Services:	\$1,000,000	each Claim \$10,000
Tech Product:	\$1,000,000	each Claim \$10,000
Media:	\$1,000,000	each Claim \$10,000
Data & Network:	\$1,000,000	each Claim \$10,000
Breach Response		
Breach Response Costs:	\$1,000,000	each incident \$0
Regulatory Defense & Penalties		
Regulatory Defense & Penalties:	\$1,000,000	each Claim \$10,000
Payment Card Liabilities & Costs		
Payment Card Liabilities & Costs:	\$1,000,000	each Claim \$10,000
First Party Data & Network Loss		
Business Interruption Loss:		
<i>Resulting from Security Breach:</i>	\$1,000,000	each incident \$10,000
<i>Resulting from System Failure:</i>	\$1,000,000	each incident \$10,000
Dependent Business Loss:		
<i>Resulting from Dependent Security Breach:</i>	\$100,000	each incident \$10,000
<i>Resulting from Dependent System Failure:</i>	\$100,000	each incident \$10,000
Cyber Extortion Loss:	\$1,000,000	each incident \$10,000
Data Recovery Costs:	\$1,000,000	each incident \$10,000
eCrime		
Fraudulent Instruction:	\$250,000	each loss \$10,000
Funds Transfer Fraud:	\$250,000	each loss \$10,000
Telephone Fraud:	\$250,000	each loss \$10,000
Criminal Reward		
Criminal Reward:	\$50,000	

ENDORSEMENTS EFFECTIVE AT INCEPTION

- | | | |
|-----|-------------------|--|
| 1. | SCHEDULE2021 | Lloyd's Security Schedule |
| 2. | BSLMUNMA2868 | Lloyd's Certificate (with no policy language) |
| 3. | E12287 022019 ed. | Asbestos, Pollution and Contamination Exclusion Endorsement |
| 4. | E10596 122019 ed. | Choice of Law and Service of Suit |
| 5. | NMA1256 | Nuclear Incident Exclusion Clause - Liability -Direct (Broad) (U.S.A.) |
| 6. | NMA1477 | Radioactive contamination Exclusion |
| 7. | E02804 032011 ed. | Sanction Limitation and Exclusion Clause |
| 8. | E12254 022019 ed. | War and Civil War Exclusion |
| 9. | E12228 022019 ed. | Aggregate/Maintenance Retention |
| 10. | E12266 022019 ed. | Amend Definition of Fraudulent Instruction |
| 11. | E12289 022019 ed. | Computer Hardware Replacement Cost |
| 12. | E12290 022019 ed. | Contingent Bodily Injury With Sublimit Endorsement |
| 13. | E12864 042019 ed. | Crisis Management Expense Coverage |
| 14. | E12972 052019 ed. | CryptoJacking Endorsement |
| 15. | E13916 052020 ed. | Employee Device Endorsement |
| 16. | E12269 022019 ed. | GDPR Cyber Endorsement |
| 17. | E12293 022019 ed. | Invoice Manipulation Coverage |
| 18. | E12716 022019 ed. | Post Breach Remedial Services Endorsement |
| 19. | E13040 062019 ed. | Reputation Loss |
| 20. | E13373 092019 ed. | State Consumer Privacy Statutes Endorsement |
| 21. | E12227 022019 ed. | Specified Services Exclusion |

Dated: 29-Sep-2021

At: 30 Batterson Park Road
Farmington
Connecticut 06032
(the office of the Correspondent)

by 
Beazley USA Services, Inc. (Correspondent)



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Insurance is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read their Policy, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding the Policy should be addressed to the following Correspondent:

Beazley USA

SLC-3 (USA) NMA2868 (24/08/2000) (amended)



One Lime Street London EC3M 7HA



Beazley MediaTech

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Beazley MediaTech

THIS POLICY'S LIABILITY INSURING AGREEMENTS PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR THE OPTIONAL EXTENSION PERIOD (IF APPLICABLE) AND REPORTED TO THE UNDERWRITERS IN ACCORDANCE WITH THE TERMS OF THIS POLICY. AMOUNTS INCURRED AS CLAIMS EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

Please refer to the Declarations, which show the insuring agreements that the **Named Insured** purchased. If an insuring agreement has not been purchased, coverage under that insuring agreement of this Policy will not apply.

The Underwriters agree with the **Named Insured**, in consideration of the payment of the premium and reliance upon the statements contained in the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Insurance Policy (hereinafter referred to as the "Policy") and subject to all the provisions, terms and conditions of this Policy:

INSURING AGREEMENTS

Media, Tech, Data & Network Liability

To pay **Damages** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of any **Claim** first made against any **Insured** during the **Policy Period** for a:

1. **Tech & Professional Services Wrongful Act;**
2. **Tech Product Wrongful Act;**
3. **Media Wrongful Act;** or
4. **Data & Network Wrongful Act.**

Breach Response

To indemnify the **Insured Organization** for **Breach Response Costs** incurred by the **Insured Organization** because of an actual or reasonably suspected **Data Breach** or **Security Breach** that the **Insured** first discovers during the **Policy Period**.

Regulatory Defense & Penalties

To pay **Penalties** and **Claims Expenses**, which the **Insured** is legally obligated to pay because of a **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a **Data Breach** or a **Security Breach**.

Payment Card Liabilities & Costs

To indemnify the **Insured Organization** for **PCI Fines, Expenses and Costs** which it is legally obligated to pay because of a **Claim** first made against any **Insured** during the **Policy Period**.

First Party Data & Network Loss

To indemnify the **Insured Organization** for:

Business Interruption Loss

Business Interruption Loss that the **Insured Organization** sustains as a result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

Dependent Business Interruption Loss

Dependent Business Loss that the **Insured Organization** sustains as a result of a **Dependent Security Breach** or a **Dependent System Failure** that the **Insured** first discovers during the **Policy Period**.

Cyber Extortion Loss

Cyber Extortion Loss that the **Insured Organization** incurs as a result of an **Extortion Threat** first made against the **Insured Organization** during the **Policy Period**.

Data Recovery Costs

Data Recovery Costs that the **Insured Organization** incurs as a direct result of a **Security Breach** or **System Failure** that the **Insured** first discovers during the **Policy Period**.

eCrime

To indemnify the **Insured Organization** for any direct financial loss sustained resulting from:

1. **Fraudulent Instruction**;
2. **Funds Transfer Fraud**; or
3. **Telephone Fraud**;

that the **Insured** first discovers during the **Policy Period**.

Criminal Reward

To indemnify the **Insured Organization** for **Criminal Reward Funds**.

DEFINITIONS

Additional Insured means any person or entity that the **Insured Organization** has agreed in writing to add as an **Additional Insured** under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the **Insured Organization** would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such **Claim** been made against the **Insured Organization**.

Breach Notice Law means any statute or regulation that requires notice to persons whose personal information was accessed or reasonably may have been accessed by an unauthorized person. **Breach Notice Law** also includes any statute or regulation requiring notice of a **Data Breach** to be provided to governmental or regulatory authorities.

Breach Response Costs means the following fees and costs incurred by the **Insured Organization** with the Underwriters' prior written consent in response to an actual or reasonably suspected **Data Breach** or **Security Breach**:

1. for an attorney to provide necessary legal advice to the **Insured Organization** to evaluate its obligations pursuant to **Breach Notice Laws** or a **Merchant Services Agreement**;
2. for a computer security expert to determine the existence, cause and scope of an actual or reasonably suspected **Data Breach**, and if such **Data Breach** is actively in progress on the **Insured Organization's Computer Systems**, to assist in containing it;
3. for a PCI Forensic Investigator to investigate the existence and extent of an actual or reasonably suspected **Data Breach** involving payment card data and for a Qualified Security Assessor to certify and assist in attesting to the **Insured Organization's** PCI compliance, as required by a **Merchant Services Agreement**;
4. to notify those individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**;
5. to provide a call center to respond to inquiries about a **Data Breach**;
6. to provide a credit monitoring, identity monitoring or other personal fraud or loss prevention solution, to be approved by the Underwriters, to individuals whose **Personally Identifiable Information** was potentially impacted by a **Data Breach**; and
7. public relations and crisis management costs directly related to mitigating harm to the **Insured Organization** which are approved in advance by the Underwriters in their discretion.

Breach Response Costs will not include any internal salary or overhead expenses of the **Insured Organization**.

Business Interruption Loss means:

1. **Income Loss**;
2. **Forensic Expenses**; and
3. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach** or **System Failure**. Coverage for **Business Interruption Loss** will apply only after the **Waiting Period** has elapsed.

Business Interruption Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Dependent Business Loss**; or (vi) **Data Recovery Costs**.

Claim means:

1. a written demand received by any **Insured** for money, services, or any non-monetary or injunctive relief;
2. a written request for mediation or arbitration received by any **Insured**;
3. a civil proceeding against any **Insured** commenced by service of a complaint or similar proceeding;
4. a written request to toll or waive any applicable statute of limitations;
5. with respect to coverage provided under the Regulatory Defense & Penalties insuring agreement only, institution of a **Regulatory Proceeding** against any **Insured**; and

Multiple **Claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or events will be considered a single **Claim** for the purposes of this Policy. All such **Claims** will be deemed to have been made at the time of the first such **Claim**.

Claims Expenses means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defense and appeal of a **Claim**, if incurred by the Underwriters, or by the **Insured** with the prior written consent of the Underwriters; and
2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation; provided the Underwriters will have no obligation to appeal or to obtain bonds.

Claims Expenses will not include any salary, overhead, or other charges by the **Insured** for any time spent in cooperating in the defense and investigation of any **Claim**, or costs to comply with any regulatory orders, settlements or judgments.

Computer Systems means computers, any software residing on such computers and any associated devices or equipment (including computers, hardware, software and input and output devices which are part of an industrial control system, including a supervisory control and data acquisition (SCADA) system):

1. operated by and either owned by or leased to the **Insured Organization**; or
2. with respect to coverage under Part 4. of the Media, Tech, Data & Network Liability insuring agreement, as well as the Breach Response, Regulatory Defense & Penalties and Payment Card Liabilities & Costs insuring agreements, operated by a third party pursuant to written contract with the **Insured Organization** and used for the purpose of providing hosted computer application services to the **Insured Organization** or for processing, maintaining, hosting or storing the **Insured Organization's** electronic data.

Continuity Date means:

1. the Continuity Date listed in the Declarations; and
2. with respect to any **Subsidiaries** acquired after the Continuity Date listed in the Declarations, the date the **Named Insured** acquired such **Subsidiary**.

Control Group means any principal, partner, corporate officer, director, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

Criminal Reward Funds means any amount offered and paid by the **Insured Organization** with the Underwriters' prior written consent for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy; but will not include any amount based upon information provided by the **Insured**, the **Insured's** auditors or any individual hired or retained to investigate the illegal acts. All **Criminal Reward Funds** offered pursuant to this Policy must expire no later than 6 months following the end of the **Policy Period**.

Cyber Extortion Loss means:

1. any **Extortion Payment** that has been made by or on behalf of the **Insured Organization** with the Underwriters' prior written consent to prevent or terminate an **Extortion Threat**; and
2. reasonable and necessary expenses incurred by the **Insured Organization** with the Underwriters' prior written consent to prevent or respond to an **Extortion Threat**.

Damages means a monetary judgment, award or settlement, including any award of prejudgment or post-judgment interest. With the prior written consent of the Underwriters, **Damages** also include the direct net cost of providing any future service credits offered by the **Insured Organization** in lieu of a monetary payment.

Damages will not include:

1. future profits, restitution, disgorgement of unjust enrichment or profits by an **Insured**, or the costs of complying with orders granting injunctive or equitable relief;
2. return or offset of fees, charges or commissions charged by or owed to an **Insured** for goods or services already provided or contracted to be provided;
3. taxes or loss of tax benefits;
4. fines, sanctions or penalties against any **Insured**;
5. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
6. discounts, coupons, prizes, awards or other incentives offered to the **Insured's** customers or clients;

7. liquidated damages, but only to the extent that such damages exceed the amount for which the **Insured** would have been liable in the absence of such liquidated damages agreement;
8. fines, costs or other amounts an **Insured** is responsible to pay under a **Merchant Services Agreement**; or
9. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**.

Data means any software or electronic data that exists in **Computer Systems** and that is subject to regular back-up procedures.

Data Breach means the theft, loss, or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of the **Insured Organization** or a third party for whose theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Information** or **Third Party Information** the **Insured Organization** is liable.

Data & Network Wrongful Act means:

1. a **Data Breach**;
2. a **Security Breach**;
3. failure to timely disclose a **Data Breach** or **Security Breach**; or
4. a **Privacy Policy Violation**.

Data Recovery Costs means the reasonable and necessary costs incurred by the **Insured Organization** to regain access to, replace, or restore **Data**, or if **Data** cannot reasonably be accessed, replaced, or restored, then the reasonable and necessary costs incurred by the **Insured Organization** to reach this determination.

Data Recovery Costs will not include: (i) the monetary value of profits, royalties, or lost market share related to **Data**, including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of **Data**; (ii) legal costs or legal expenses; (iii) loss arising out of any liability to any third party; or (iv) **Cyber Extortion Loss**.

Dependent Business means any entity that is not a part of the **Insured Organization** but which provides necessary products or services to the **Insured Organization** pursuant to a written contract.

Dependent Business Loss means:

1. **Income Loss**; and
2. **Extra Expense**;

actually sustained during the **Period of Restoration** as a result of an actual interruption of the **Insured Organization's** business operations caused by a **Dependent Security Breach** or **Dependent System Failure**. Coverage for **Dependent Business Loss** will apply only after the **Waiting Period** has elapsed.

Dependent Business Loss will not include (i) loss arising out of any liability to any third party; (ii) legal costs or legal expenses; (iii) loss incurred as a result of unfavorable business conditions; (iv) loss of market or any other consequential loss; (v) **Business Interruption Loss**; or (vi) **Data Recovery Costs**.

Dependent Security Breach means a failure of computer security to prevent a breach of computer systems operated by a **Dependent Business**.

Dependent System Failure means an unintentional and unplanned interruption of computer systems operated by a **Dependent Business**.

Dependent System Failure will not include any interruption of computer systems resulting from (i) a **Dependent Security Breach**, or (ii) the interruption of computer systems that are not operated by a **Dependent Business**.

Digital Currency means a type of digital currency that:

1. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
2. is both stored and transferred electronically; and
3. operates independently of a central bank or other central authority.

Extortion Payment means **Money**, **Digital Currency**, marketable goods or services demanded to prevent or terminate an **Extortion Threat**.

Extortion Threat means a threat to:

1. alter, destroy, damage, delete or corrupt **Data**;
2. perpetrate the **Unauthorized Access or Use of Computer Systems**;
3. prevent access to **Computer Systems** or **Data**;
4. steal, misuse or publicly disclose **Data**, **Personally Identifiable Information** or **Third Party Information**;
5. introduce malicious code into **Computer Systems** or to third party computer systems from **Computer Systems**; or
6. interrupt or suspend **Computer Systems**;

unless an **Extortion Payment** is received from or on behalf of the **Insured Organization**.

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach**, **System Failure**, **Dependent Security Breach** or **Dependent System Failure** occurred.

Financial Institution means a bank, credit union, saving and loan association, trust company or other licensed financial service, securities broker-dealer, mutual fund, or liquid assets fund or similar investment company where the **Insured Organization** maintains a bank account.

Forensic Expenses means reasonable and necessary expenses incurred by the **Insured Organization** to investigate the source or cause of a **Business Interruption Loss**.

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. fraudulent instructions received by the **Insured** which are not first authenticated via a method other than the original means of request to verify the authenticity or validity of the request;
2. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
3. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
4. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
5. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
6. any liability to any third party, or any indirect or consequential loss of any kind;
7. any legal costs or legal expenses; or
8. proving or establishing the existence of **Fraudulent Instruction**.

Funds Transfer Fraud means the loss of **Money** or **Securities** contained in a **Transfer Account** at a **Financial Institution** resulting from fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a third party issued to a **Financial Institution** directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by the **Insured Organization** at such institution, without the **Insured Organization's** knowledge or consent.

Funds Transfer Fraud will not include any loss arising out of:

1. the type or kind covered by the **Insured Organization's** financial institution bond or commercial crime policy;
2. any actual or alleged fraudulent, dishonest or criminal act or omission by, or involving, any natural person **Insured**;
3. any indirect or consequential loss of any kind;
4. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
5. any liability to any third party, except for direct compensatory damages arising directly from **Funds Transfer Fraud**;

6. any legal costs or legal expenses; or proving or establishing the existence of **Funds Transfer Fraud**;
7. the theft, disappearance, destruction of, unauthorized access to, or unauthorized use of confidential information, including a PIN or security code;
8. any forged, altered or fraudulent negotiable instruments, securities, documents or instructions; or
9. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards.

Income Loss means an amount equal to:

1. net profit or loss before interest and tax that the **Insured Organization** would have earned or incurred; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Period of Restoration**.

Individual Contractor means any natural person who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement with the **Insured Organization**. The status of an individual as an **Individual Contractor** will be determined as of the date of an alleged act, error or omission by any such **Individual Contractor**.

Insured means:

1. the **Insured Organization**;
2. any director or officer of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
3. an employee (including a part time, temporary, leased or seasonal employee or volunteer) or **Individual Contractor** of the **Insured Organization**, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business;
4. a principal if the **Named Insured** is a sole proprietorship, or a partner if the **Named Insured** is a partnership, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
5. any person who previously qualified as an **Insured** under parts 2. through 4., but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
6. an **Additional Insured**, but only as respects **Claims** against such person or entity for acts, errors or omissions of the **Insured Organization**;
7. the estate, heirs, executors, administrators, assigns and legal representatives of any **Insured** in the event of such **Insured's** death, incapacity, insolvency or bankruptcy, but only to the extent that such **Insured** would otherwise be provided coverage under this Policy; and

8. the lawful spouse, including any natural person qualifying as a domestic partner of any **Insured**, but solely by reason of any act, error or omission of an **Insured** other than such spouse or domestic partner.

Insured Organization means the **Named Insured** and any **Subsidiaries**.

Loss means **Breach Response Costs, Business Interruption Loss, Claims Expenses, Criminal Reward Funds, Cyber Extortion Loss, Damages, Data Recovery Costs, Dependent Business Loss, PCI Fines, Expenses and Costs, Penalties**, loss covered under the eCrime insuring agreement and any other amounts covered under this Policy.

Any **Loss** arising from the same or a series of related, repeated or continuing acts, errors, omissions, incidents or events will be considered a single **Loss** for the purposes of this Policy.

With respect to the Breach Response and First Party Data & Network Loss insuring agreements, all acts, errors, omissions, incidents or events (or series of related, repeated or continuing acts, errors, omissions, incidents or events) giving rise to **Loss** in connection with such insuring agreements will be deemed to have been discovered at the time the first such act, error, omission, incident or event is discovered.

Media Activities means creating, displaying, broadcasting, disseminating or releasing **Media Material** by or on behalf of the **Insured Organization** to the public, including any blog, webcasts, websites, broadcast or cable stations, or social media web pages, created and maintained by or on behalf of the **Insured Organization**.

Media Material means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **Media Material**.

Media Wrongful Act means one or more of the following acts committed on or after the **Retroactive Date** and before the end of the **Policy Period** in the course of the **Insured Organization's** performance of **Media Activities, Professional Services or Tech Services**:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
3. invasion or interference with an individual's right of publicity, including misappropriation of any name, persona, voice or likeness for commercial advantage;
4. false arrest, detention or imprisonment;
5. invasion of or interference with any right to private occupancy, including trespass, wrongful entry or wrongful eviction;
6. plagiarism, piracy or misappropriation of ideas under implied contract;
7. infringement of copyright;

8. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark, or improper deep-linking or framing or infringement of domain name including cybersquatting violations;
9. negligence regarding the content of any **Media Activities**, including harm caused through any reliance or failure to rely upon such content;
10. misappropriation of a trade secret;
11. unfair competition including a violation of Section 43(a) of the Lanham Act, but only if alleged in conjunction with and arising out of any of the acts listed in paragraphs 7. or 8. above.

Merchant Services Agreement means any agreement between an **Insured** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling an **Insured** to accept credit card, debit card, prepaid card or other payment cards for payments or donations.

Money means a medium of exchange in current use authorized or adopted by a domestic or foreign government as a part of its currency.

Named Insured means the Named Insured listed in the Declarations.

PCI Fines, Expenses and Costs means the monetary amount owed by the **Insured Organization** under the terms of a **Merchant Services Agreement** as a direct result of a suspected **Data Breach**. With the prior consent of the Underwriters, **PCI Fines, Expenses and Costs** includes reasonable and necessary legal costs and expenses incurred by the **Insured Organization** to appeal or negotiate an assessment of such monetary amount. **PCI Fines, Expenses and Costs** will not include any charge backs, interchange fees, discount fees or other fees unrelated to a **Data Breach**.

Penalties means:

1. any monetary civil fine or penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding**; and
2. amounts which the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "Consumer Redress Fund");

but will not include: (i) costs to remediate or improve **Computer Systems**; (ii) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies; (iii) audit, assessment, compliance or reporting costs; or (iv) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** or other information.

The insurability of **Penalties** will be in accordance with the law in the applicable venue that most favors coverage for such **Penalties**.

Period of Restoration means the 180-day period of time that begins upon the actual and necessary interruption of the **Insured Organization's** business operations.

Personally Identifiable Information means:

1. any information concerning an individual that is defined as personal information under any **Breach Notice Law**; and
2. an individual's drivers license or state identification number, social security number, unpublished telephone number, and credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or PINs; if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

but will not include information that is lawfully made available to the general public.

Policy Period means the period of time between the inception date listed in the Declarations and the effective date of termination, expiration or cancellation of this Policy and specifically excludes any Optional Extension Period or any prior policy period or renewal period.

Privacy Policy means the **Insured Organization's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to **Personally Identifiable Information**.

Privacy Policy Violation means the failure by the **Insured** to comply with that part of a **Privacy Policy** that specifically:

1. prohibits or restricts the **Insured Organization's** disclosure, sharing or selling of **Personally Identifiable Information**;
2. requires the **Insured Organization** to provide an individual access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made;
3. mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;
4. prevents or prohibits improper, intrusive or wrongful collection of **Personally Identifiable Information** from another person;
5. requires notice to a person of the **Insured Organization's** collection or use of, or the nature of the collection or use of his or her **Personally Identifiable Information**; or
6. provides a person with the ability to assent to or withhold assent for (e.g. opt-in or opt-out) the **Insured Organization's** collection or use of his or her **Personally Identifiable Information**;

provided the **Insured Organization** has in force, at the time of such failure, a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

Professional Services means professional services performed for others by or on behalf of the **Insured Organization** for a fee.

Professional Services will not include activities performed by or on behalf of the **Insured Organization** as an accountant, architect, surveyor, health care provider, lawyer, insurance or real estate agent or broker, or civil or structural engineer.

Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity.

Retroactive Date means the applicable date listed in the Declarations.

Securities means negotiable and non-negotiable instruments or contracts representing either **Money** or tangible property that has intrinsic value.

Security Breach means a failure of computer security to prevent:

1. **Unauthorized Access or Use of Computer Systems**, including **Unauthorized Access or Use** resulting from the theft of a password from a **Computer System** or from any **Insured**;
2. a denial of service attack affecting **Computer Systems**;
3. with respect to coverage under the Liability insuring agreements, a denial of service attack affecting computer systems that are not owned, operated or controlled by an **Insured**; or
4. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**.

Subsidiary means any entity:

1. which, on or prior to the inception date of this Policy, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding voting securities ("Management Control"); and
2. which the **Named Insured** acquires Management Control after the inception date of this Policy; provided that:
 - (i) the revenues of such entity do not exceed 15% of the **Named Insured's** annual revenues; or
 - (ii) if the revenues of such entity exceed 15% of the **Named Insured's** annual revenues, then coverage under this Policy will be afforded for a period of 60 days, but only for any **Claim** that arises out of any act, error, omission, incident or event first occurring after the entity becomes so owned. Coverage beyond such 60 day period will only be available if the **Named Insured** gives the Underwriters written notice of the acquisition, obtains the written consent of Underwriters to extend coverage to the entity beyond such 60 day period and agrees to pay any additional premium required by Underwriters.

This Policy provides coverage only for acts, errors, omissions, incidents or events that occur while the **Named Insured** has Management Control over an entity.

System Failure means an unintentional and unplanned interruption of **Computer Systems**.

System Failure will not include any interruption of computer systems resulting from (i) a **Security Breach**, or (ii) the interruption of any third party computer system.

Tech Products means a computer or telecommunications hardware or software product, or related electronic product, that is created, manufactured or developed by the **Insured Organization** for others, or distributed, licensed, leased or sold by the **Insured Organization** to others, for compensation, including software updates, service packs and other maintenance releases provided for such products.

Tech & Professional Services Wrongful Act means any negligent act, error, omission, misstatement, misleading statement, misrepresentation or unintentional breach of a contractual obligation by the **Insured**, or by any person or entity for whom the **Insured** is legally liable, in rendering or failing to render **Professional Services** or **Tech Services** that occurs on or after the **Retroactive Date** and before the end of the **Policy Period**, but does not mean a **Media Wrongful Act**.

Tech Product Wrongful Act means:

1. any negligent act, error, omission, misstatement, misleading statement, misrepresentation or unintentional breach of a contractual obligation by the **Insured** that results in the failure of **Tech Products** to perform the function or serve the purpose intended; or
2. software copyright infringement by the **Insured** with respect to **Tech Products**;
that occurs on or after the **Retroactive Date** and before the end of the **Policy Period**.

Tech Services means computer, cloud computing, and electronic technology services, including:

1. data processing, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS);
2. data and application hosting, computer systems analysis, and technology consulting and training; or
3. custom software programming for a specific client of the **Insured Organization** and, computer and software systems installation and integration;

performed by the **Insured**, or by others acting under the **Insured Organization's** trade name, for others for a fee.

Telephone Fraud means the act of a third party gaining access to and using the **Insured Organization's** telephone system in an unauthorized manner.

Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public.

Transfer Account means an account maintained by the **Insured Organization** at a **Financial Institution** from which the **Insured Organization** can initiate the transfer, payment or delivery of **Money** or **Securities**.

Unauthorized Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorized person(s) or the use of **Computer Systems** in an unauthorized manner.

Unauthorized Disclosure means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **Insured Organization** and is without knowledge of, consent or acquiescence of any member of the **Control Group**.

Waiting Period means the period of time that begins upon the actual interruption of the **Insured Organization's** business operations caused by a **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure**, and ends after the elapse of the number of hours listed as the **Waiting Period** in the Declarations.

EXCLUSIONS

The coverage under this Policy will not apply to any **Loss** arising out of:

Bodily Injury or Property Damage

1. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

Deceptive Business Practices, Antitrust & Consumer Protection

any actual or alleged false, deceptive or unfair trade practices, antitrust violation, restraint of trade, unfair competition (except as provided under part 3. of the Media, Tech, Data & Network Liability insuring agreement), violation of consumer protection law, false, deceptive or misleading advertising, inaccurate cost estimates or failure of goods or services to conform with any represented quality or performance, or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act; but this exclusion will not apply to:

1. the Breach Response insuring agreement; or
2. coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Distribution of Information

the distribution of unsolicited email, text messages, direct mail, facsimiles or other communications, wire tapping, audio or video recording, or telemarketing, if such distribution, wire tapping, recording or telemarketing is done by or on behalf of the **Insured Organization**; but this exclusion will not apply to **Claims Expenses** incurred in defending the **Insured** against allegations of unlawful audio or video recording;

Prior Known Acts & Prior Noticed Claims

1. any act, error, omission, incident or event committed or occurring prior to the inception date of this Policy if any member of the **Control Group** on or before the **Continuity Date** knew or could have reasonably foreseen that such act, error or omission, incident or event might be expected to be the basis of a **Claim** or **Loss**;
2. any **Claim, Loss**, incident or circumstance for which notice has been provided under any prior policy of which this Policy is a renewal or replacement;

Racketeering, Benefit Plans, Employment Liability & Discrimination

1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
2. any actual or alleged acts, errors or omissions related to any of the **Insured Organization's** pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
3. any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees; or
4. any actual or alleged discrimination;

but this exclusion will not apply to coverage under the Breach Response insuring agreement or coverage for a **Data Breach** or **Security Breach**, provided no member of the **Control Group** participated or colluded in such **Data Breach** or **Security Breach**;

Sale or Ownership of Securities & Violation of Securities Laws

1. the ownership, sale or purchase of, or the offer to sell or purchase stock or other securities; or
2. an actual or alleged violation of a securities law or regulation;

Criminal, Intentional or Fraudulent Acts

any criminal, dishonest, fraudulent, or malicious act or omission, or intentional or knowing violation of the law, if committed by an **Insured**, or by others if the **Insured** colluded or participated in any such conduct or activity; but this exclusion will not apply to:

1. **Claims Expenses** incurred in defending any **Claim** alleging the foregoing until there is a final non-appealable adjudication establishing such conduct; or
2. with respect to a natural person **Insured**, if such **Insured** did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such **Claim** or **Loss**.

For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the **Control Group** will be imputed to the **Insured Organization**;

Patent & Misappropriation of Information

1. infringement, misuse or abuse of patent or patent rights;
2. misappropriation of trade secret arising out of or related to **Tech Products** or any other products;
3. with respect to any **Data & Network Wrongful Act**, misappropriation of any **Third Party Information** (i) by or on behalf of the **Insured Organization**, or (ii) by any other person or entity if such misappropriation is done with the knowledge, consent or acquiescence of a member of the **Control Group**; or

4. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date he or she became an **Insured** or **Subsidiary** of the **Insured Organization**;

Governmental Actions

a **Claim** brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this exclusion will not apply to the Regulatory Defense & Penalties insuring agreement, or any **Claim** made against the **Insured Organization** by a governmental entity solely in its capacity as a customer of the **Insured Organization**;

Other Insureds & Related Enterprises

a **Claim** made by or on behalf of:

1. any **Insured**; but this exclusion will not apply to a **Claim** made by an individual that is not a member of the **Control Group** for a **Data & Network Wrongful Act**, or a **Claim** made by an **Additional Insured**; or
2. any business enterprise in which any **Insured** has greater than 15% ownership interest or made by any parent company or other entity which owns more than 15% of the **Named Insured**;

Trading Losses & Loss of Money

1. any trading losses, trading liabilities or change in value of accounts;
2. any loss, transfer or theft of monies, securities or tangible property of the **Insured** or others in the care, custody or control of the **Insured Organization**; or
3. the monetary value of any transactions or electronic fund transfers by or on behalf of the **Insured** which is lost, diminished, or damaged during transfer from, into or between accounts;

but this exclusion will not apply to coverage under the eCrime insuring agreement;

Contractual

with respect to coverage under parts 1. and 3. of the Media, Tech, Data & Network Liability insuring agreement:

any obligation the **Insured** has under contract; but this exclusion will not apply to:

1. the obligation to perform **Professional Services** or **Tech Services**;
2. a **Claim** for misappropriation of ideas under implied contract, or
3. to the extent the **Insured** would have been liable in the absence of such contract;

Retroactive Date

any related or continuing act, error, omission, misstatement, misleading statement, misrepresentation, unintentional breach of a contractual obligation, incident or event where the first such act, error, omission, misstatement, misleading statement,

misrepresentation or unintentional breach of a contractual obligation, incident or event was committed or occurred prior to the **Retroactive Date**;

Recall

any costs or expenses incurred or to be incurred by the **Insured** or others for the reprinting, reposting, recall, inspection, repair, replacement, removal or disposal of any **Tech Products, Media Material** or work product, including when resulting from or incorporating the results of **Professional Services** or **Tech Services**; but this exclusion will not apply to the resulting loss of use of such **Tech Products, Media Material** or work product resulting from or incorporating the results of **Professional Services** or **Tech Services**;

Infrastructure Failure

failure or malfunction of satellites or of power, utility, mechanical or telecommunications (including internet) infrastructure or services that are not under the **Insured Organization's** direct operational control;

Licensing Bodies & Joint Ventures

1. the actual or alleged obligation to make licensing fee or royalty payments; or any **Claim** brought by or on behalf of any intellectual property licensing bodies or organizations;
2. any **Claim** made by or on behalf of any independent contractor, joint venturer or venture partner arising out of or resulting from disputes over ownership of rights in **Media Material** or services provided by such independent contractor, joint venturer or venture partner;

Over-Redemption

1. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
2. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;

First Party Data & Network Loss

with respect to the First Party Data & Network Loss insuring agreements:

1. seizure, nationalization, confiscation, or destruction of property or data by order of any governmental or public authority;
2. costs or expenses incurred by the **Insured** to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance data or **Computer Systems** to a level beyond that which existed prior to a **Security Breach, System Failure, Dependent Security Breach, Dependent System Failure** or **Extortion Threat**;
3. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event.

LIMIT OF LIABILITY AND COVERAGE

The Policy Aggregate Limit of Liability listed in the Declarations (the “**Policy Aggregate Limit of Liability**”) is the Underwriters’ combined total limit of liability for all **Loss** payable under this Policy.

The limit of liability payable under each insuring agreement will be an amount equal to the **Policy Aggregate Limit of Liability** unless another amount is listed in the Declarations. Such amount is the aggregate amount payable under this Policy pursuant to such insuring agreement and is part of, and not in addition to, the **Policy Aggregate Limit of Liability**.

All **Dependent Business Loss** payable under this Policy is part of and not in addition to the **Business Interruption Loss** limit listed in the Declarations.

The Underwriters will not be obligated to pay any **Loss**, or to defend any **Claim**, after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

RETENTIONS

The Retention listed in the Declarations applies separately to each act, error, omission, incident, event or related acts, errors, omissions, incidents or events giving rise to a **Claim** or **Loss**. The Retention will be satisfied by monetary payments by the **Named Insured** of covered **Loss** under each insuring agreement. If any **Loss** arising out of an incident or **Claim** is subject to more than one Retention, the Retention for each applicable insuring agreement will apply to such **Loss**, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.

Coverage for **Business Interruption Loss** and **Dependent Business Loss** will apply after the **Waiting Period** has elapsed and the Underwriters will then indemnify the **Named Insured** for all **Business Interruption Loss** and **Dependent Business Loss** sustained during the **Period of Restoration** in excess of the Retention.

Satisfaction of the applicable Retention is a condition precedent to the payment of any **Loss** under this Policy, and the Underwriters will be liable only for the amounts in excess of such Retention.

OPTIONAL EXTENSION PERIOD

Upon non-renewal or cancellation of this Policy for any reason except the non-payment of premium, the **Named Insured** will have the right to purchase, for additional premium in the amount of the Optional Extension Premium percentage listed in the Declarations of the full Policy Premium listed in the Declarations, an Optional Extension Period for the period of time listed in the Declarations. Coverage provided by such Optional Extension Period will only apply to **Claims** first made against any **Insured** during the Optional Extension Period and reported to the Underwriters during the Optional Extension Period, and arising out of any act, error or omission committed on or after the **Retroactive Date** (if applicable) and before the end of the **Policy Period**. In order for the **Named Insured** to invoke the Optional Extension Period option, the payment of the additional premium for the Optional Extension Period must be paid to the Underwriters within 60 days of the termination of this Policy.

The purchase of the Optional Extension Period will in no way increase the **Policy Aggregate Limit of Liability** or any sublimit of liability. At the commencement of the Optional Extension Period the entire premium will be deemed earned, and in the event the **Named Insured** terminates the

Optional Extension Period for any reason prior to its natural expiration, the Underwriters will not be liable to return any premium paid for the Optional Extension Period.

All notices and premium payments with respect to the Optional Extension Period option will be directed to the Underwriters through entity listed for Administrative Notice in the Declarations.

GENERAL CONDITIONS

Notice of Claim or Loss

The **Insured** must notify the Underwriters of any **Claim** as soon as practicable, but in no event later than: (i) 60 days after the end of the **Policy Period**; or (ii) the end of the Optional Extension Period (if applicable). Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

With respect to **Breach Response Costs**, the **Insured** must notify the Underwriters of any actual or reasonably suspected **Data Breach** or **Security Breach** as soon as practicable after discovery by the **Insured**, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations. Notice of an actual or reasonably suspected **Data Breach** or **Security Breach** in conformance with this paragraph will also constitute notice of a circumstance that could reasonably be the basis for a **Claim**.

With respect to **Cyber Extortion Loss**, the **Named Insured** must notify the Underwriters via the email address listed in the Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of an **Extortion Threat** but no later than 60 days after the end of the **Policy Period**. The **Named Insured** must obtain the Underwriters' consent prior to incurring **Cyber Extortion Loss**.

With respect to **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss** the **Named Insured** must notify the Underwriters through the contacts for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss. The **Named Insured** will provide the Underwriters a proof of **Data Recovery Costs**, **Business Interruption Loss** and **Dependent Business Loss**, and this Policy will cover the reasonable and necessary costs, not to exceed USD 50,000, that the **Named Insured** incurs to contract with a third party to prepare such proof. All loss described in this paragraph must be reported, and all proofs of loss must be provided, to the Underwriters no later than 6 months after the end of the **Policy Period**.

The **Named Insured** must notify the Underwriters of any loss covered under the eCrime insuring agreement as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations.

Any **Claim** arising out of a **Loss** that is covered under the Breach Response, First Party Data & Network Loss or eCrime insuring agreements and that is reported to the Underwriters in conformance with the foregoing will be considered to have been made during the **Policy Period**.

Beazley Breach Response Services

The Underwriters' dedicated business unit focused exclusively on helping **Insureds** successfully prepare for and respond to actual or suspected **Data Breaches** and **Security Breaches** (the "Beazley Breach Response Services Team") will be available to

assist the **Named Insured** in responding to an actual or suspected **Data Breach** or **Security Breach**. The Beazley Breach Response Services Team will work in collaboration with the **Named Insured** to triage and assess the severity of a data breach incident, while assisting the coordination of the range of resources and services the **Named Insured** may need to meet legal requirements and maintain customer confidence. The Beazley Breach Response Services Team may be reached via email at: bbr.claims@beazley.com or via a toll-free 24-Hour Hotline: (866) 567-8570.

The **Named Insured** will have access, via the Beazley Breach Response Services Team, to the Underwriters' network of third party breach response service providers, products and services to respond to an actual or suspected **Data Breach** or **Security Breach**. Coverage for the costs of products and services provided by any breach response service provider is subject to the terms and conditions of this Policy.

The **Named Insured** will also have access to educational and loss control information and services made available by the Underwriters from time to time and includes access to beazleybreacholutions.com, a dedicated portal through which it can access news and information regarding breach response planning, data and network security threats, best practices in protecting data and networks, offers from third party service providers, and related information, tools and services. The **Named Insured** will also have access to communications addressing timely topics in data security, loss prevention and other areas.

Notwithstanding the foregoing, an actual or suspected **Data Breach** or **Security Breach** must be reported to the Underwriters in accordance with the Notice of Claim or Loss clause in order for such incident to be eligible for coverage under the Breach Response insuring agreement. Assistance from and access to the Beazley Breach Response Services Team will terminate after the **Policy Aggregate Limit of Liability** has been exhausted, or after deposit of the **Policy Aggregate Limit of Liability** in a court of competent jurisdiction.

Notice of Circumstance

With respect to any circumstance that could reasonably be the basis for a **Claim**, the **Insured** may give written notice of such circumstance to the Underwriters through the contacts listed for Notice of Claim, Loss or Circumstance in the Declarations as soon as practicable during the **Policy Period**. Such notice must include:

1. the specific details of the act, error, omission or event that could reasonably be the basis for a **Claim**;
2. the injury or damage which may result or has resulted from the circumstance; and
3. the facts by which the **Insured** first became aware of the act, error, omission or event.

Any subsequent **Claim** made against the **Insured** arising out of any circumstance reported to Underwriters in conformance with the foregoing will be considered to have been made at the time written notice complying with the above requirements was first given to the Underwriters during the **Policy Period**.

Defense of Claims

Except with respect to coverage under the Payment Card Liabilities & Costs insuring agreement, the Underwriters have the right and duty to defend any covered **Claim** or

Regulatory Proceeding. Defense counsel will be mutually agreed by the **Named Insured** and the Underwriters but, in the absence of such agreement, the Underwriters' decision will be final.

With respect to the Payment Card Liabilities & Costs insuring agreement, coverage will be provided on an indemnity basis and legal counsel will be mutually agreed by the **Named Insured** and the Underwriters.

The Underwriters will pay actual loss of salary and reasonable expenses resulting from the attendance by a corporate officer of the **Insured Organization** at any mediation meetings, arbitration proceedings, hearings, depositions, or trials relating to the defense of any **Claim**, subject to a maximum of USD 2,000 per day and USD 100,000 in the aggregate, which amounts will be part of and not in addition to the **Policy Aggregate Limit of Liability**.

Settlement of Claims

If the **Insured** refuses to consent to any settlement recommended by the Underwriters and acceptable to the claimant, the Underwriters' liability for such **Claim** will not exceed:

1. the amount for which the **Claim** could have been settled, less the remaining Retention, plus the **Claims Expenses** incurred up to the time of such refusal; plus
2. sixty percent (60%) of any **Claims Expenses** incurred after the date such settlement or compromise was recommended to the **Insured** plus sixty percent (60%) of any **Damages, Penalties and PCI Fines, Expenses and Costs** above the amount for which the **Claim** could have been settled;

and the Underwriters will have the right to withdraw from the further defense of such **Claim**.

The **Insured** may settle any **Claim** where the **Damages, Penalties, PCI Fines, Expenses and Costs** and **Claims Expenses** do not exceed 50% of the Retention, provided that the entire **Claim** is resolved and the **Insured** obtains a full release on behalf of all **Insureds** from all claimants.

Assistance and Cooperation

The Underwriters will have the right to make any investigation they deem necessary, and the **Insured** will cooperate with the Underwriters in all investigations, including investigations regarding coverage under this Policy and the information and materials provided to the underwriters in connection with the underwriting and issuance of this Policy. The **Insured** will execute or cause to be executed all papers and render all assistance as is requested by the Underwriters. The **Insured** agrees not to take any action which in any way increases the Underwriters' exposure under this Policy. Expenses incurred by the **Insured** in assisting and cooperating with the Underwriters do not constitute **Claims Expenses** under the Policy.

The **Insured** will not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **Claim** without the written consent of the Underwriters, except as specifically provided in the Settlement of Claims clause above. Compliance with a **Breach Notice Law** will not be considered an admission of liability.

Subrogation

If any payment is made under this Policy and there is available to the Underwriters any of the **Insured's** rights of recovery against any other party, then the Underwriters will maintain all such rights of recovery. The **Insured** will do whatever is reasonably necessary to secure such rights and will not do anything after an incident or event giving rise to a **Claim** or **Loss** to prejudice such rights. If the **Insured** has waived its right to subrogate against a third party through written agreement made before an incident or event giving rise to a **Claim** or **Loss** has occurred, then the Underwriters waive their rights to subrogation against such third party. Any recoveries will be applied first to subrogation expenses, second to **Loss** paid by the Underwriters, and lastly to the Retention. Any additional amounts recovered will be paid to the **Named Insured**.

Other Insurance

The insurance under this Policy will apply in excess of any other valid and collectible insurance available to any **Insured** unless such other insurance is written only as specific excess insurance over this Policy. Provided, however, this Policy will become primary and non-contributory insurance as respects any insurance maintained by an **Additional Insured** if primary insurance is required by a contract in place between the **Additional Insured** and the **Insured Organization**, but only with respect to any **Claim** arising solely from the Media, Tech, Data & Network Liability insuring agreements.

Action Against the Underwriters

No action will lie against the Underwriters or the Underwriters' representatives unless and until, as a condition precedent thereto, the **Insured** has fully complied with all provisions, terms and conditions of this Policy and the amount of the **Insured's** obligation to pay has been finally determined either by judgment or award against the **Insured** after trial, regulatory proceeding, arbitration or by written agreement of the **Insured**, the claimant, and the Underwriters.

No person or organization will have the right under this Policy to join the Underwriters as a party to an action or other proceeding against the **Insured** to determine the **Insured's** liability, nor will the Underwriters be impleaded by the **Insured** or the **Insured's** legal representative.

The **Insured's** bankruptcy or insolvency of the **Insured's** estate will not relieve the Underwriters of their obligations hereunder.

Entire Agreement

By acceptance of the Policy, all **Insureds** agree that this Policy embodies all agreements between the Underwriters and the **Insured** relating to this Policy. Notice to any agent, or knowledge possessed by any agent or by any other person, will not effect a waiver or a change in any part of this Policy or stop the Underwriters from asserting any right under the terms of this Policy; nor will the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by the Underwriters.

Mergers or Consolidations

If during the **Policy Period** the **Named Insured** consolidates or merges with or is acquired by another entity, or sells more than 50% of its assets to another entity, then this Policy will continue to remain in effect through the end of the **Policy Period**, but only with respect to events, acts or incidents that occur prior to such consolidation, merger or acquisition. There will be no coverage provided by this Policy for any other **Claim** or

Loss unless the **Named Insured** provides written notice to the Underwriters prior to such consolidation, merger or acquisition, the **Named Insured** has agreed to any additional premium and terms of coverage required by the Underwriters and the Underwriters have issued an endorsement extending coverage under this Policy.

Assignment

The interest hereunder of any **Insured** is not assignable. If the **Insured** dies or is adjudged incompetent, such insurance will cover the **Insured's** legal representative as if such representative were the **Insured**, in accordance with the terms and conditions of this Policy.

Cancellation

This Policy may be cancelled by the **Named Insured** by giving written notice to the Underwriters through the entity listed for Administrative Notice in the Declarations stating when the cancellation will be effective.

This Policy may be cancelled by the Underwriters by mailing to the **Named Insured** at the address listed in the Declarations written notice stating when such cancellation will be effective. Such date of cancellation will not be less than 60 days (or 10 days for cancellation due to non-payment of premium) after the date of notice.

If this Policy is canceled in accordance with the paragraphs above, the earned premium will be computed pro rata; but the premium will be deemed fully earned if any **Claim**, or any circumstance that could reasonably be the basis for a **Claim or Loss**, is reported to the Underwriters on or before the date of cancellation. Payment or tender of unearned premium is not a condition of cancellation.

Singular Form of a Word

Whenever the singular form of a word is used herein, the same will include the plural when required by context.

Headings

The titles of paragraphs, clauses, provisions or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy.

Representation by the Insured

All **Insureds** agree that the statements contained the information and materials provided to the Underwriters in connection with the underwriting and issuance of this Policy are true, accurate and are not misleading, and that the Underwriters issued this Policy, and assume the risks hereunder, in reliance upon the truth thereof.

Named Insured as Agent

The **Named Insured** will be considered the agent of all **Insureds**, and will act on behalf of all **Insureds** with respect to the giving of or receipt of all notices pertaining to this Policy, and the acceptance of any endorsements to this Policy. The **Named Insured** is responsible for the payment of all premiums and Retentions and for receiving any return premiums.



Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

LLOYD'S SECURITY SCHEDULE

Syndicate 2623	82%
Syndicate 623	18%

ALL OTHER TERMS, conditions and limitations of said Certificate shall remain unchanged.

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

ASBESTOS, POLLUTION, AND CONTAMINATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

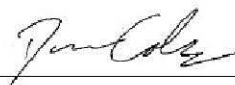
In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Policy will not apply to any **Loss** arising out of either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:

1. asbestos, or any materials containing asbestos in whatever form or quantity;
2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

The Underwriters will have no duty or obligation to defend any **Insured** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that the **Insured** or anyone acting under the direction or control of the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

CHOICE OF LAW AND SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **GENERAL CONDITIONS** is amended to include:

Service of Suit

It is agreed that in the event of the Underwriters' failure to pay any amount claimed to be due under this Policy, the Underwriters will, at the **Insured's** request, submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this provision constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of processing such suit may be made upon the Underwriters' representative:

Foley & Lardner LLP, 750 7th Ave #24,
New York, NY 10019

and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such court or of any appellate court in the event of an appeal.

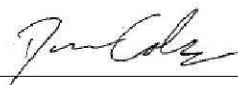
The person or entity named above is authorized and directed to accept service of process on the Underwriters' behalf in any such suit and/or upon the **Insured's** request to give a written undertaking to the **Insured** that they will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on the **Insured's** behalf or any beneficiary hereunder arising out of this Policy, and hereby designate the person or entity named above as the persons to whom said officer is authorized to mail such process or a true copy thereof.

Choice of Law

Any disputes involving this Policy will be resolved applying the law of the state of New York.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

NUCLEAR INCIDENT EXCLUSION CLAUSE-LIABILITY-DIRECT (BROAD) (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley MediaTech

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This Policy* does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or by-product material;

"source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* NOTE: As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT (U.S.A.)

This endorsement modifies insurance provided under the following:

Beazley MediaTech

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

SANCTION LIMITATION AND EXCLUSION CLAUSE

This endorsement modifies insurance provided under the following:

Beazley MediaTech

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

WAR AND CIVIL WAR EXCLUSION

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that **EXCLUSIONS** is amended to include:

War and Civil War

or resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided, that this exclusion will not apply to **Cyber Terrorism**.

For purposes of this exclusion, "**Cyber Terrorism**" means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

AGGREGATE/MAINTENANCE RETENTION

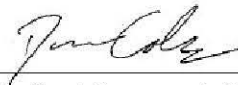
This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The maximum aggregate Retention for all Claims made during any Policy Year under this Policy shall be \$30,000 provided, that the each Claim Retention set forth in item 3. below shall not be subject to any aggregate Retention.
2. For purposes of this endorsement, the term "Policy Year" means each 365 day period beginning with the Inception Date of the Policy Period and each such succeeding Policy Period, if any.
3. With respect to any Claim made in any Policy Year after the maximum aggregate Retention is reached for that Policy Year, the each Claim Retention shall be \$0.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

AMEND DEFINITION OF FRAUDULENT INSTRUCTION

This endorsement modifies insurance provided under the following:

Beazley MediaTech


In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Fraudulent Instruction** is deleted in its entirety and replaced with the following:

Fraudulent Instruction means the transfer, payment or delivery of **Money** or **Securities** by an **Insured** as a result of fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions provided by a third party, that is intended to mislead an **Insured** through the misrepresentation of a material fact which is relied upon in good faith by such **Insured**.

Fraudulent Instruction will not include loss arising out of:

1. any actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
2. any transfer involving a third party who is not a natural person **Insured**, but had authorized access to the **Insured's** authentication mechanism;
3. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
4. accounting or arithmetical errors or omissions, or the failure, malfunction, inadequacy or illegitimacy of any product or service;
5. any liability to any third party, or any indirect or consequential loss of any kind;
6. any legal costs or legal expenses; or
7. proving or establishing the existence of **Fraudulent Instruction**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

COMPUTER HARDWARE REPLACEMENT COST

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:


1. The definition of **Extra Expense** is deleted in its entirety and replaced with the following:

Extra Expense means reasonable and necessary expenses incurred by the **Insured Organization** during the **Period of Restoration** to minimize, reduce or avoid **Income Loss**, over and above those expenses the **Insured Organization** would have incurred had no **Security Breach, System Failure, Dependent Security Breach** or **Dependent System Failure** occurred; and includes reasonable and necessary expenses incurred by the **Insured Organization** to replace computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**, provided however that the maximum sublimit applicable to **Extra Expense** incurred to replace such devices or equipment is USD \$100,000.

2. Part 2. of the **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

2. physical injury to or destruction of any tangible property, including the loss of use thereof; but this will not apply to the loss of use of computers or any associated devices or equipment operated by, and either owned by or leased to, the **Insured Organization** that are unable to function as intended due to corruption or destruction of software or firmware directly resulting from a **Security Breach**. Electronic data shall not be considered tangible property;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

CONTINGENT BODILY INJURY WITH SUBLIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The **Bodily Injury or Property Damage** exclusion is deleted in its entirety and replaced with the following:

Bodily Injury or Property Damage

1. **Bodily Injury**; provided, this exclusion shall not apply to any **Claim for Contingent Bodily Injury**; and
2. physical injury to or destruction of any tangible property, including the loss of use thereof; but electronic data will not be considered tangible property;

2. **DEFINITIONS** is amended by the addition of:

Bodily Injury means physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress that results from such physical injury, sickness, disease or death.

Contingent Bodily Injury means those **Claims** wherein the **Damages** sought by the claimant are for **Bodily Injury** which arise solely out of a **Security Breach** affecting the **Insured Organization's Computer Systems** which is otherwise covered under the terms and conditions of this Policy; but not if the **Insured's** own act, error or omission is the direct immediate cause of such **Claim for Bodily Injury**. Furthermore, this extension of coverage applies only if such **Claim for Bodily Injury** is not covered under any other policy of insurance.

3. The Underwriter's aggregate limit of liability for all **Damages** resulting from all **Claims** covered under this Endorsement, made against any **Insured(s)** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **Contingent Bodily Injury** shall be \$250,000, which amount shall be part of and not in addition to the **Policy Aggregate Limit of Liability**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

CRISIS MANAGEMENT EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Limits listed in the Declarations under **COVERAGE SCHEDULE** are amended to include:

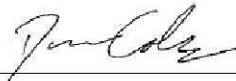
Crisis Management Expenses: \$1,000,000

2. **INSURING AGREEMENTS** is amended to include the following:

To indemnify the **Named Insured** for 100% of the costs of a public relations consultancy incurred by the **Insured Organization** with Underwriters' prior written consent, for the purpose of averting or mitigating material damage to the **Insured Organization's** reputation that results or reasonably will result from a **Claim** covered under by the Policy and publicized through any media channel ("**Crisis Management Expenses**"); provided, this coverage shall only apply when covered **Damages** other than (crisis management expenses) exceeds the applicable **Retention**.

3. The definition of **Damages** is amended to include **Crisis Management Expenses**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

CRYPTOJACKING ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD \$10,000.
3. **INSURING AGREEMENTS** is amended to include:

Cryptojacking

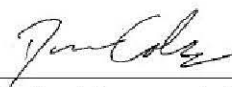
To indemnify the **Insured Organization** for any direct financial loss sustained resulting from **Cryptojacking** that the **Insured** first discovers during the **Policy Period**.

4. **DEFINITIONS** is amended to include:

Cryptojacking means the **Unauthorized Access or Use of Computer Systems** to mine for **Digital Currency** that directly results in additional costs incurred by the **Insured Organization** for electricity, natural gas, oil, or internet (the "**Utilities**"); provided, however, that such additional costs for the **Utilities** are:

1. incurred pursuant to a written contract between the **Insured Organization** and the respective utility provider, which was executed before the **Cryptojacking** first occurred;
2. billed to the **Insured Organization** by statements issued by the respective utility provider, which include usage or consumption information;
3. not charged to the **Insured Organization** at a flat fee that does not scale with the rate or use of the respective utility; and
4. incurred pursuant to statements issued by the respective utility provider and due for payment during the **Policy Period**.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

EMPLOYEE DEVICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Computer Systems** is amended to include computers, any software residing on such computers and any associated devices or equipment (including but not limited to wireless or mobile devices), operated by any person listed in parts 2., 3. or 4. of the **Insured** definition, but only for work done while acting within the scope of his or her employment and related to the conduct of the **Insured Organization's** business.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

GDPR CYBER ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the definition of **Data & Network Wrongful Act** is amended to include the following:

5. non-compliance with the following obligations under the EU General Data Protection Regulation:
 - (i) Article 5.1(f), also known as the Security Principle;
 - (ii) Article 32, Security of Processing;
 - (iii) Article 33, Communication of a Personal Data Breach to the Supervisory Authority; or
 - (iv) Article 34, Communication of a Personal Data Breach to the Data Subject.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

INVOICE MANIPULATION COVERAGE

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The aggregate sublimit applicable to all loss under this endorsement is USD \$100,000.
2. The Retention applicable to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under this endorsement shall be USD \$10,000.
3. **INSURING AGREEMENTS** is amended to include:

Invoice Manipulation

To indemnify the **Insured Organization** for **Direct Net Loss** resulting directly from the **Insured Organization's** inability to collect **Payment** for any goods, products or services after such goods, products or services have been transferred to a third party, as a result of **Invoice Manipulation** that the **Insured** first discovers during the **Policy Period**:

4. **DEFINITIONS** is amended to include:

Direct Net Loss means the direct net cost to the **Insured Organization** to provide goods, products or services to a third party. **Direct Net Loss** will not include any profit to the **Insured Organization** as a result of providing such goods, products or services.

Invoice Manipulation means the release or distribution of any fraudulent invoice or fraudulent payment instruction to a third party as a direct result of a **Security Breach** or a **Data Breach**.

Payment means currency, coins or bank notes in current use and having a face value.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

Post Breach Remedial Services Endorsement

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that, following a covered **Data Breach** or **Security Breach** involving the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems** for which the **Insured Organization** has utilized services exclusively from **Beazley Service Providers**, the **Insured Organization** will be eligible to receive **Post Breach Remedial Services**.

Post Breach Remedial Services means up to 100 hours per **Policy Period** of post-breach computer security consultation and remedial services to be provided by Lodestone Security ("Lodestone"). Such services will be provided at the **Insured Organization's** request as per the description of services attached to this endorsement. **Post Breach Remedial Services** will be considered **Breach Response Costs**, and will be available in response to incidents in which forensic costs covered under parts 2. and 3. of the definition of **Breach Response Costs** have been incurred, subject to the applicable Retention. **Post Breach Remedial Services** will not include any costs to purchase or upgrade any hardware or software.

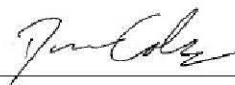
To access the **Post Breach Remedial Services**, the **Insured Organization** must:

1. notify the Beazley Breach Response Services Team via email at: bbr.claims@beazley.com or via a toll-free 24-Hour Hotline: (866) 567-8570 following any actual or reasonably suspected **Unauthorized Access or Use** of the **Insured Organization's Computer Systems** so that the Beazley Breach Response Services Team can work with the **Insured Organization** to coordinate the provision of services from **Beazley Service Providers**;
2. notify the Underwriters that they desire to receive such services; and
3. enter into an engagement agreement with Lodestone to receive such service,

within sixty (60) days following a determination of the actual **Unauthorized Access or Use** of the **Insured Organization's Computer Systems**,

For purpose of this Endorsement, "**Beazley Service Providers**" means the Underwriters' network of third party breach response service providers listed at www.beazley.com/cyberservices that are to be utilized exclusively in response to incidents in which forensic costs covered under parts 2. and 3. of the definition of **Breach Response Costs** have been/will be incurred, subject to the applicable Retention.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

REPUTATION LOSS

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Limit listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Reputation Loss: USD \$1,000,000

2. Retention listed in the Declarations under **COVERAGE SCHEDULE** is amended to include:

Each incident giving rise to **Reputation Loss:** USD \$10,000

3. **INSURING AGREEMENTS** is amended by the addition of:

Reputation Loss

To indemnify the **Insured Organization** for **Reputation Loss** that the **Insured Organization** sustains solely as a result of an **Adverse Media Event** that occurs during the **Policy Period**, concerning:

1. a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the **Policy Period**; or
2. if this policy is a **Renewal**, a **Data Breach, Security Breach, or Extortion Threat** that the **Insured** first discovers during the last 90 days of the prior policy period.

4. **DEFINITIONS** is amended to include:

Adverse Media Event means:

1. publication by a third party via any medium, including but not limited to television, print, radio, electronic, or digital form of previously non-public information specifically concerning a **Data Breach, Security Breach, or Extortion Threat**; or
2. notification of individuals pursuant to part 4. of the **Breach Response Costs** definition.

Multiple **Adverse Media Events** arising from the same or a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**, shall be considered a single **Adverse Media Event**, and shall be deemed to occur at the time of the first such **Adverse Media Event**.

Claims Preparation Costs means reasonable and necessary costs that the **Named Insured** incurs to contract with a third party to prepare a proof of loss demonstrating **Reputational Loss**.

Protection Period means the period beginning on the date the **Adverse Media Event** occurs, and ends after the earlier of:

1. 180 days; or
2. the date that gross revenues are restored to the level they would have been but for the **Adverse Media Event**.

Renewal means an insurance policy issued by the Underwriters to the **Named Insured** for the policy period immediately preceding this **Policy Period** that provides coverage for a **Data Breach, Security Breach, or Extortion Threat** otherwise covered under this Policy.

Reputation Loss means:

1. the net profit or loss before interest and tax that the **Insured Organization** would have earned during the **Protection Period** but for an **Adverse Media Event**; and
2. continuing normal operating expenses incurred by the **Insured Organization** (including payroll), but only to the extent that such operating expenses must necessarily continue during the **Protection Period**.

When calculating any **Reputation Loss**, due consideration will be given to any amounts made up during, or within a reasonable time after the end of, the **Protection Period**.

Reputation Loss will not mean and no coverage will be available under this endorsement for any of the following:

- (i) loss arising out of any liability to any third party;
- (ii) legal costs or legal expenses of any type;
- (iii) loss incurred as a result of unfavorable business conditions;
- (iv) loss of market or any other consequential loss;
- (v) **Breach Response Costs**; or
- (vi) **Cyber Extortion Loss**;

There will be no coverage available under this endorsement if there is an actual interruption of the **Insured Organization's** business operations for any period of time.

5. **Limits of Liability** under **LIMIT OF LIABILITY AND COVERAGE** is amended to include:

Reputational Loss and **Claims Preparation Costs** covered under this Policy arising from an **Adverse Media Event** concerning any **Data Breach, Security Breach, or Extortion Threat** (including a series of related, repeated or continuing **Data Breaches, Security Breaches, or Extortion Threats**) first discovered during the last 90 days of the prior policy period, will be considered to have been noticed to the Underwriters during the prior policy period and will be subject to the **Policy Aggregate Limit of Liability** of the prior policy period. Under such circumstances, if the **Policy Aggregate Limit of Liability** of the prior policy period is exhausted due to payments made under the prior policy, the Underwriter's obligation to pay **Reputational Loss** or **Claims Preparation Costs** under this Policy shall be completely fulfilled and extinguished.

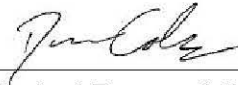
6. **Notice of Claim or Loss** under **GENERAL CONDITIONS** is amended to include:

With respect to **Reputation Loss**, the **Named Insured** must notify the Underwriters through the contacts listed for **Notice of Claim, Loss or Circumstance** in the Declarations as soon as practicable after discovery of the circumstance, incident or event giving rise to such loss.

All **Reputation Loss** must be reported, and all proofs of loss must be provided, to the Underwriters no later than four (4) months after the end of the **Protection Period**.

7. This Policy will cover up to USD 50,000 of **Claims Preparation Costs** in excess of the Retention stated in Section 2. of this endorsement.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

STATE CONSUMER PRIVACY STATUTES ENDORSEMENT

This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The Policy is amended to include the following insuring agreement:

State Consumer Privacy Statutes

To pay **Penalties** and **Claims Expenses** which the **Insured** is legally obligated to pay because of any **Regulatory Proceeding** first made against any **Insured** during the **Policy Period** for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.

2. The definition of **Claim** is amended to include institution of a **Regulatory Proceeding** against any **Insured** under the State Consumer Privacy Statutes insuring agreement for a violation of the California Consumer Privacy Act or any similar state statutes or state regulations specifically governing the **Insured Organization's** collection, use, disclosure, sale, processing, profiling, acquisition, sharing, maintenance, retention or storage of or provision of access to personal information or personal data as defined under the California Consumer Privacy Act or similar state statutes or state regulations.
3. The **Governmental Actions** exclusion will not apply to the State Consumer Privacy Statutes insuring agreement.
4. Solely with respect to the State Consumer Privacy Statutes insuring agreement, the **Deceptive Business Practices, Antitrust & Consumer Protection** exclusion is deleted in its entirety and replaced with the following:

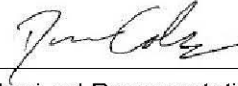
Deceptive Business Practices and Consumer Protection

any actual or alleged false, deceptive or unfair trade practices, unfair competition, or violation of consumer protection law; but this exclusion will not apply to coverage under the State Consumer Privacy Statutes insuring agreement, provided no member of the **Control Group** participated in or colluded in the activities or incidents giving rise to coverage under such insuring agreement;

Antitrust

any actual or alleged antitrust violation, restraint of trade, false, deceptive or misleading advertising, violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, or inaccurate cost estimates or failure of goods or services to conform with any represented quality or performance;

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Effective date of this Endorsement: 26-Sep-2021

This Endorsement is attached to and forms a part of Policy Number: WG00005880AA

Syndicate 2623/623 at Lloyd's referred to in this endorsement as either the "Insurer" or the "Underwriters"

SPECIFIED SERVICES EXCLUSION


This endorsement modifies insurance provided under the following:

Beazley MediaTech

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the coverage under this Insurance will not apply to any **Loss** arising out of:

1. any financial auditing, accounting, architectural, actuarial or non-software or non-information technology engineering services;
2. any legal services, including but not limited to:
 - i. services performed for others which by law can only be performed by licensed attorneys; regardless of whether any such services were performed by a licensed attorney;
 - ii. services performed for others by a licensed attorney as an administrator, conservator, executor, trustee, guardian or committee or in any similar fiduciary capacity incidental to the practice of law; and
 - iii. services performed for others by a licensed attorney as a notary public;
3. any advice relating to investments and/or mergers or acquisitions;
4. the performance of, or failure to perform **Professional Services** in connection with any entity engaged in the manufacture, sale or advertising of any tobacco products or firearms;
5. any nuclear waste, nuclear facility, nuclear systems, nuclear weapons, or any products or services related thereto;
6. any air traffic control facility, or any products or services related thereto; or
7. any weapons systems, or any products or services related thereto.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Illinois National Insurance Co		23817
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 3745462 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 038361533 FL	07/01/2021	07/01/2022	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All worksite employees working for ROK TECHNOLOGIES LLC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. ROK TECHNOLOGIES LLC is an alternate employer under this policy.

CERTIFICATE HOLDER City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Rojas, Dominique

From: Rotstein, Daniel
Sent: Monday, April 25, 2022 12:11 PM
To: Rojas, Dominique
Subject: FW: ROK Technologies - MSA, SLA, SOW for AWS, GIS Implementation and Managed Services - Risk Approval Request
Attachments: COI (GL, Umbr, PL, Cyber) Expires 5-15-2022.pdf; COI (WC) Expires 7-1-2022.pdf; Media Tech - Additional insurance information.pdf; ROK Technologies Master Service Agreement (0422) (00472782-2xC4B6A).pdf; ROK Technologies Service Level Agreement (0422) (00472787-2xC4B6A).pdf; ROK Technologies Statement of Work (0422) (00472785-2xC4B6A).pdf; Exhibit A - RFQ # TS-22-02 ESRI Arc GIS Managed Cloud Services.pdf; Exhibit B - ROK Technologies, LLC - Bid Submittal.pdf

Approved

From: Rojas, Dominique
Sent: Monday, April 25, 2022 10:54 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: ROK Technologies - MSA, SLA, SOW for AWS, GIS Implementation and Managed Services - Risk Approval Request

Dear Daniel,

Good morning. I hope this finds you well.

Attached please find two certificates of insurance and additional documentation provided by the vendor for the above-referenced agreement, a copy of which is also attached.

We stand by for your approval, and should you need any additional information, please just let us know.

Kindest regards,

Dominique Rojas • Contracts Specialist

Finance Department

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