

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Mark Gomes
Procurement Director
City of Pembroke Pines
601 City Ctr Wy
Pembroke Pines, FL 33025 USA

FROM: Ashley Schmidt
Carahsoft Technology Corp.
11493 Sunset Hills Road
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Reston, Virginia 20190

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FAX:

TERMS: FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Sales Tax May Apply

QUOTE NO: 40624249
QUOTE DATE: 08/25/2023
QUOTE EXPIRES: 09/30/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$281,068.75

TOTAL QUOTE: \$281,068.75

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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1		SIM Advanced Government Edition Year 1 (prorated for 9 month subscription) PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R		\$40,968.75	COOP 1	\$40,968.75
2		State Onboarding Services excludes ERP integration, USD one-time fee Year 1 PaymentWorks, Inc. - X-SERVICES-ONBOARDING-TIER16R		\$14,700.00	COOP 1	\$14,700.00
3		SIM Advanced Government Edition Year 2 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R		\$56,350.00	COOP 1	\$56,350.00
4		SIM Advanced Government Edition Year 3 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R		\$56,350.00	COOP 1	\$56,350.00
5		SIM Advanced Government Edition Year 4 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R		\$56,350.00	COOP 1	\$56,350.00
6		SIM Advanced Government Edition Year 5 PaymentWorks, Inc. - X-SIM-ADVANCED-TIER16R		\$56,350.00	COOP 1	\$56,350.00

SUBTOTAL: \$281,068.75

TOTAL PRICE: \$281,068.75

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OMNIA R191902

All terms of the contract are tied to the Omnia agreement extending.

By issuing a Purchase Order, you are agreeing to the terms set forth in this Quote [#40624249] and all attachments hereto, including the PaymentWorks Standard Terms and Conditions, attached hereto as Exhibit A and incorporated herein by reference. To the extent of any inconsistency between the Omnia Terms and Conditions and the contract language on the following pages, the Omnia Terms and Conditions will apply.

Commercial Terms:

A Purchase Order must be issued on or before September 30, 2023

Project Introductory Call Estimated December 15, 2023

Annual Pricing Detail:

Year 1 Price with Omnia Member discount and prorated for 9 month subscription term effective January 1st, 2024 - September 30th

2024: \$40,968.75

Year 2 Price with Omnia Member discount (October 1st, 2024 - September 30th, 2025): \$56,350.00

Year 3 Price with Omnia Member discount (October 1st, 2025 - September 30th, 2026): \$56,350.00

Year 4 Price with Omnia Member discount (October 1st, 2026 - September 30th, 2027): \$56,350.00

Year 5 Price with Omnia Member discount (October 1st, 2027 - September 30th, 2028): \$56,350.00

Term:

Term - The Term will begin on the Date of PO Issuance and continue for a period of Five (5) years (the "Term").

Renewal Term - At the conclusion of the Term or any Renewal Term, the Agreement will automatically renew for an additional one (1) year unless either party gives written notice to the other party sixty (60) days prior to the expiration of the current term.

Invoicing:

Invoicing - Customer will be invoiced upon the date of the issuance of a PO.

Renewal invoicing - Customer will be invoiced a month prior to the yearly anniversary of the issuance of the PO.

Pricing in this agreement covers the value of the Customer's usage of the PaymentWorks digital supplier onboarding platform and Payment Risk Indemnification service, based on the Customer's estimated annual usage metrics as supplied to PaymentWorks below:

Annual Payees Paid Count: 3,000

AP Payments Amount: \$250MM

* Usage exceeding these thresholds may incur additional charges as outlined below in the excess usage threshold table.

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Current Annual Pricing for Automation+Protection: \$56,350.00

Customer Usage Includes Up to 3,000 Annual Payees Paid

Customer Usage Includes Up to \$250MM in AP Spend Threshold

If Customer Usage Exceeds 3,000 Annual Payees the annual price will increase by \$10,000 for a total of \$66,350.00 annually.

If Customer Usage Exceeds \$250MM in AP Spend, the annual price will increase an additional \$6,000 for a total of \$62,350.00 annually.

Implementation Services:

PaymentWorks Implementation services are outlined in the Implementation Guide and include the process of provisioning, configuring, training, and testing the PaymentWorks platform.

Implementation services include up to 75 hours. If the Customer requests additional service hours (beyond the initial 75 hours), they may be purchased at a rate of \$200/hour for a minimum of 10 hours and are subject to resource availability.

If the Customer wishes to reschedule the target-start date for Implementation Services and notifies PaymentWorks at least two weeks in advance of the kick-off (as presented in the project plan), the parties will mutually agree upon a rescheduled start date, subject to the availability of PaymentWorks' resources. A Rescheduling Fee of \$5,000 will be charged.

ERP Integration:

Automating data flows between PaymentWorks and the Customer ERP is typically performed by PaymentWorks or the Customer's IT department with PaymentWorks Integration Services as needed.

1)PaymentWorks-Managed Integration:

PaymentWorks internal consultants develop connectors for various ERPs. A PaymentWorks-Managed ERP integration carries a cost for the first year and annually thereafter in addition to the PaymentWorks subscription and includes ongoing maintenance and upgrades

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moving forward. Additional information or a sample Statement of Work (SOW) is available upon request.

2)Customer Led:

PaymentWorks will provide integration (SFTP and/or API) documentation (at no cost) so the customer can manage the PaymentWorks/ERP integration in-house with the customer's own IT resources. The coding or customization of any middleware or ERP import functionality is the Customer's responsibility. The PaymentWorks support desk is available for Q&A during the project.

Misc:

If Customer elects not to send payment instruction files through the PaymentWorks Service, Customer will also be assessed an annual \$5,000 non-refundable fee to compensate for any additional risk and cost incurred because of the Customer's failure to utilize the Service to submit payment instruction files. This fee will be eliminated at such time that the Customer begins sending payment instruction files in a live production environment.

In the event the Customer and/or the Customer's bank requires manual upload of payment files to the bank's portal, the Customer shall either: (i) manually upload the payment files to the bank's portal; or (ii) pay PaymentWorks an additional \$5,000 annual fee (non-refundable) to upload the payment files to the bank's portal. The \$5,000 (non-refundable) fee will be charged annually during the Term and each renewal term if the Customer and/or the Customer's bank continues to require manual upload services.

Carahsoft Technology Corporation

Signature:

Name:

Tim Boltz

Title:

Director of Sales

Date:

9/12/2023