

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-51451-1

10/2/2023 11:19 AM

7/31/2024

Client:

Town of Palm Beach, FL

Bill To:

Palm Beach FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Joseph Borelli		joseph.borelli@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Custom IdP Integration Implementation Fee	Custom IdP Integration Implementation Fee
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)
1.00	Board Application + Power Automate Setup	Board Application Power Automate Enhancement Setup
1.00	Boards and Committees Applications Setup Fee – Process Automation	Boards and Committees Applications Setup Fee – Process Automation: 20 Standard Boards
1.00	Portal Page - CivicEngage	Design/configure unique website portal

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Custom IdP Integration Annual Fee	Custom IdP Integration Annual Fee
1.00	Agenda and Meeting Management Select Annual Fee	Agenda and Meeting Management Select Annual Fee
1.00	Agenda and Meeting Management Select: Media Annual Fee	Agenda and Meeting Management Select: Media Annual Fee - Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	Agenda and Meeting Management Select: Boards and Committees Module	Agenda and Meeting Management Select: Boards and Committees Module
1.00	Live Meeting Manager Annual Fee	Agenda and Meeting Management Select: Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages
2.00	Annual Professional Services - 5 Hours	Annual Professional Services - 5 Hours
1.00	Boards and Committees Applications Annual Fee – Process Automation	Boards and Committees Applications Annual Fee – Process Automation: 20 Standard Boards
1.00	Custom Annual Fee - CivicEngage Evolve	Evolve Portal Page
1.00	Board Application + Power Automate	Board Application Power Automate Enhancement
1.00	Agenda and Meeting Management Select: Custom IdP Integration Package	Custom IdP Integration Package Custom IdP Integration Annual Fee Custom IdP Integration Implementation Fee

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda and Meeting Management Select: Premium Implementation Package	Premium Implementation Package – Up to # of Boards

Total Investment - Year 1	USD 31,909.50
Annual Recurring Services (Subject to Uplift)	USD 28,189.00

Initial Term	Beginning at signing and ending in 60 months.
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Initial Term Invoice Schedule	\$31,909.50 invoiced at signing. \$29,034.67 invoiced at 12 months after signature date . \$29,905.71 invoiced at 24 months after signature date. \$30,802.88 invoiced at 36 months after signature date. \$31,726.97 invoiced at 48 months after signature date.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

In the event of any conflict between terms, the terms and conditions attached to this SOW shall control.

INSTRUCTIONS TO SUPPLIERS & GENERAL CONDITIONS - RFP

IS-1 ADDENDUM: The Town may record its response to inquiries and any supplemental instructions in the form of a written addendum. The Town may provide written addendum up to **five (5) calendar days** before the deadline for receiving the proposals. Suppliers may contact the Town to ascertain whether any addenda have been issued. Failure to do so could result in your proposal being deemed unresponsive proposal. Any verbal explanations provided prior to RFP opening will not be binding on the Town. All addenda shall be posted in the E-procurement Platform, Bonfire.

IS-2 ADDITION OR DELETION OF SERVICES: The Town reserves the right to add to the services specified or to delete any portion of the scope of services at any time.

IS-3 AVAILABILITY OF PLATFORM: All responses to this solicitation must be submitted electronically through the e-Bid/RFP Platform. Should there be any technical issues with the Platform (not user/Supplier issues) that prevents any Supplier from submitting a response within the two (2) hours immediately before the due time, the solicitation Platform provider (Bonfire) and affect all participating Suppliers. The Town shall verify the technical issue or unavailability of the Platform with Bonfire, the system provider. Technical issues localized to a single supplier will not be considered cause for an extension.

IS-4 CANCELLATION OF THE SOLICITATION: The Town reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the Town, in the Town's sole and absolute discretion. Availability of all information related to a canceled solicitation is subject to Chapter 119, Florida Statutes.

IS-5 CHANGING OF FORMS: If the Town discovers any Town provided forms submitted by a supplier in response to this solicitation have been altered the Town may, at its sole and absolute discretion, disqualify the supplier and not consider their response forward.

IS-6 CLARIFICATIONS: The Purchasing Division will receive written requests for clarification concerning the meaning or interpretations of the RFP, **until seven (7) days** prior to the submittal deadline. Inquiries must be directed to the Town's Purchasing Division, through the E-procurement Platform, Bonfire. Town personnel are authorized only to direct the attention of prospective Suppliers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFP or provide information regarding the requirements of the RFP beyond what is set forth in the written RFP document.

During the RFP process, related contact with Town Staff by Supplier, or its agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that Applicant Firm. The Applicant Firm may only contact the Purchasing Division for the clarification of the selection process and regarding any aspects of the projects to be used for the presentation as set forth above.

IS-7 CODE OF ETHICS: If any Supplier violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Supplier may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for additional information regarding the Palm Beach County Commission on Ethics may be found at: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>

IS-8 COLLUSION AMONG SUPPLIERS: Where two (2) or more related parties, as defined herein, each submit a response for the same Solicitation, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such responses. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a response for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been

found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.

IS-9 CONE OF SILENCE: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, proposer, lobbyist, or any actual or potential subcontractor or proposer of the person.

The cone of silence shall be in effect as of the issuance of this request for qualification and will remain in effect until award is made by Town Council. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is rejected by the Town or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations, presentations made to the town council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, town councilmember, mayor, advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the town council or town department authorized to act on behalf of the town council, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For additional information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012

IS-10 CONFLICT OF INTEREST: The award hereunder is subject to provisions of State Statutes, Palm Beach County and Town Ordinances. All Suppliers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Suppliers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Supplier's firm, parent companies, subsidiaries, or any of its branches.

IS-11 CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between information provided in the Solicitation Package the order of precedence shall be the last addendum issued, the Pricing Sheet(s), the Scope of Work/Specifications, the Special Terms & Conditions, the Supplemental Terms & Conditions and then the Instructions & General Conditions.

IS-12 CONTRACT AWARDS: The Town anticipates entering into an Agreement with the Supplier who submits the proposal judged by the Town to be most advantageous to the Town.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities and irregularities, or to accept the proposal which, in its sole and absolute discretion, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful Supplier does not execute a contract within ten (10) days after the award of the proposal.

The Supplier understands that this RFP does not constitute an offer or an agreement with the Supplier. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town, and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposal.

The Town reserves the right to reject all proposals, to abandon the project, and/or to solicit and re-advertise for other proposals.

IS-13 CONTENTS OF THE SOLICITATION PACKAGE AND SUPPLIERS RESPONSIBILITIES: It is the responsibility of the Supplier to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Supplier will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.

IS-14 CONTRACTUAL AGREEMENT: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Supplier response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. Any additional contract or agreement requested for consideration by the Supplier must be attached and enclosed as part of the proposal.

IS-15 COST OF PREPARING SUBMITTAL: All costs incurred by the Supplier for preparation and submittal of a response to the solicitation will be the sole responsibility of the Supplier. The Town of Palm Beach shall not reimburse any Supplier for any such costs.

IS-16 DRUG-FREE WORKPLACE: The Town mandates that all Suppliers to comply with Drug Free Workplace (DFW).

IS-17 E-VERIFY: The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.

IS-18 FAMILIARITY WITH LAWS: The Supplier is assumed to be familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the work. The failure to familiarize itself with applicable laws will in no way relieve Supplier from responsibility.

IS-19 INDEMNIFICATION:

The Contractor recognizes that it is an independent contractor and not an agent or servant of the Town. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors. To the fullest extent allowed by law the Contractor shall fully indemnify, protect, defend, reimburse, and hold the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives free and harmless from and against any and all third party suits, actions, claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, and/or other expenses and/or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed, hereunder, caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust, and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false, or fraudulent. 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, defend, and hold harmless the Town or its officers, employees, agents, and instrumentalities as herein provided. Notwithstanding the foregoing, if the joint, concurring, comparative or contributory fault or negligence of the Parties gives rise to the losses for which the Town is entitled to indemnification under this Article 79, then any losses shall be allocated between the Parties in proportion to their respective degrees of fault or negligence contributing for such losses. Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by solely by

the negligent act(s) or omission(s) by the Town, or by the Town's officers, agents, and employees.

IS-20 INDEPENDENT CONTRACTOR: The successful Supplier shall be considered an independent contractor.

Professional services provided by the Supplier shall be by employees of the Supplier and subject to supervision by the Supplier, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered shall be those of the Supplier.

IS-21 INVOICES: However, requests for payment shall not be made more frequently than once per month. Invoices shall be paid by the Town within forty-five (45) days of receipt of the invoice. The Town shall notify the Supplier of any items questioned. The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices to minimize printed checks with the goal of a greener footprint.

Supplier shall email invoices to following email address: Invoices@TownofPalmBeach.com

IS-22 LOBBYING PROHIBITED: Suppliers are not to contact or lobby any Town personnel related or involved with this Request for Proposal. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Supplier.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information:

<http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

IS-23 NON-COLLUSION: Supplier certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

IS-24 PALM BEACH COUNTY INSPECTOR GENERAL: The Supplier is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the Supplier. The Supplier understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Supplier to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this contract justifying its termination.

IS-25 PRESS RELEASES: The Supplier shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

IS-26 PROPOSAL CONTENTS: Intentionally Omitted.

IS-27 PUBLIC ENTITY CRIMES: In accordance with Section 287.133, Fla. Stat. no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime. 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, 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 proposer 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 following the date of being placed on the convicted vendor list. By signing and submitting the Bid documents, the submitting firm, i.e. "person" or "affiliate", attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

IS-28 PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Fla. Stat. Suppliers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

IS-29 PUBLIC RECORDS LAW: In accordance with Section 119.0701, Fla. Stat. the Supplier shall comply with public

records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Supplier upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the Supplier (attached).

**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:
THE OFFICE OF THE TOWN CLERK LOCATED AT
360 S. COUNTY ROAD, PALM BEACH, FLORIDA 33480 PHONE
NUMBER (561) 838-5416
EMAIL ADDRESS: QNIEVES@TOWNOFPALMBEACH.COM**

IS-30 SCRUTINIZED COMPANIES: The Town can terminate any contract for goods or services of \$1 million or more, entered into or renewed on or after July 1, 2011 at the option of the Town if the firm awarded the contract is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

IS-31 SELLING, TRANSFERRING OR ASSIGNING CONTRACT: No contract awarded for the services in this proposal shall be sold, transferred, or assigned without the prior written approval of the Town.

IS-32 TERMINATION FOR CONVENIENCE: The Town reserves the right, in the best interest as determined by the Town, to cancel any contract by providing the Supplier a thirty (30) day written notice.

IS-33 TERMINATION FOR CAUSE: The Town reserves the right to terminate the contract, in part or in whole, or place the Supplier on probation in the event the Supplier fails to perform in accordance with the terms and conditions, by providing written notice of such failure or default and by specifying a reasonable time period within which the Supplier must cure any such failure to perform or default. If the Supplier fails to cure the default within the time specified, the Town may then terminate the contract by providing written notice to the Supplier. The Town further reserves the right to suspend or debar the Supplier from future participation on Town projects. The Supplier will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any other source and use any reasonable method deemed in its best interest.. The Supplier shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating the contract because of such delay.

In the event of Town's breach of this Agreement due to non-payment or unauthorized use of the Services, Contract may suspend the Agreement upon thirty (30) days written notice to the Town. Upon cure of the breach, Services shall be reinstated and continue under the terms and conditions of this SOW.

Insurance Requirements

The Consultant shall provide at its own cost and expense during the life of the contract, the following insurance coverages

to the Town of Palm Beach thirty (30) business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies to include premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise Ebix, the Town's insurance certificate management service provider, at townofpalmbeach@ebix.com; P.O. Box 100085-HM, Duluth, GA 30096 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of agreement/contract. The Town of Palm Beach reserves the right to require additional insurance coverages and limits based upon the particular service or change order requested by the consultant.

If the consultant maintains higher limits than the minimums shown below, the Town requires and shall be entitled to coverage for the higher limits maintained by the contractor.

The requirements contained herein, as well as Town's review or acceptance of insurance maintained by consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the contract.

Cyber Liability/ Tech Errors & Omissions Liability with limits of liability not less than \$1,000,000 Per Occurrence.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence. The Certificate of Insurance shall indicate an Occurrence Basis. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory. For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider

shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Business Auto Liability coverage for any auto (all owned, hired, and non-owned autos) with limits not less than \$1,000,000 each occurrence combined single limit each accident. In the event service provider does not own any autos, the Town will accept proof of Hired and Non-Owned Auto Liability. For personally owned vehicles, the Town requires limits not less than \$300,000 each occurrence combined single limit.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by consultant qualify its employees for benefits under federal workers' compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided. A waiver of subrogation must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Cyber Liability is required for all service providers processing or storing sensitive or confidential data such as, but not limited to, credit card, health care, employee records, banking, etc. The Cyber Liability policy shall have a limit of liability not less than \$1,000,000 per occurrence including coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use; introduction, implantation or spread of malicious software code; and Privacy & Security Liability Security Breach Response/Expense coverage.

For policies written on a claims made basis, service providers shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, service provider must purchase an extended reporting period rider during the life of this contract of not less than 3 years. Coverage is to apply on a primary basis.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

Town, by and through its Risk Management Office, in cooperation with the contracting/hiring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Contract. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

To the fullest extent allowed by law the consultant shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all third party claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of every kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Consultant's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of court. Consultant agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Consultant's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Consultant acknowledges and agrees that Town would not enter into a contract without this indemnification of Town by Consultant, and that Town's entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the contract. Nothing in this contract shall be construed to affect in any way the Town's rights, privileges, and immunities as set forth in Florida Statute 768.28.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)