

## Software-as-a-Service Agreement

This Software-as-a-Service (SaaS) Agreement (the “Agreement”) is made between EPIC Engineering & Consulting Group, LLC, a Florida Limited Liability Company, with address at 1049 Willa Springs Drive, Suite 1001, Winter Springs, Florida 32708 (“EPIC”), and Polk County, a political subdivision of the State of Florida, (“CUSTOMER”), hereinafter referred to as “the parties”, to enable online access to certain software products property of EPIC, offered as the Simplify i3® Product Suite, in conjunction with associated documentation and support services (“Simplify i3® Software Services”), as described in the Agreement. Subject to the terms (“Terms”) provided herein, the Agreement is made effective upon the delivery of the Simplify i3® Software Services to the CUSTOMER (“Effective Date”).

### Article 1 – Agreement and Language

- 1.1 **Agreement.** The term Agreement herein refers to an all-encompassing document, comprised by a main document, Addendums, and if applicable, Exhibits incorporated by reference:
- Simplify i3® Software-as-a-Service Agreement (this main document)
  - Addendum 1 – Simplify i3® Subscription Fees, Term and Payment Schedule;
  - Addendum 2 – Simplify i3® Service Level Support Agreement; and
  - Addendum 3 – Third Party Acknowledgement Agreement
  - Exhibit A – Simplify i3® Enterprise Infrastructure Program Management Solution Implementation Scope of Services and all Attachments
  - Exhibit B – Minimum Insurance Requirements, Insurance Documents
- 1.2 **Plain Meaning.** Unless defined otherwise in the Agreement, the words used herein will be construed according to their plain meaning in the English language.
- 1.3 **Definitions.** The following definitions apply to clarify the meaning of specific technical terminology used in the Agreement:
- “Authorization Code” shall mean any combination of numbers, symbols, or letters that serve as a Login credential to access the Simplify i3® Software Services, including the software, associated software documentation, and Online Services. This includes, but shall not be limited to, a token, account user and password, or other access mechanism or combination thereof.
  - “Custom Applications” shall mean any scripts, user interfaces, reports or program code created by EPIC, CUSTOMER, Simplify i3® implementation partners, or other authorized third-party entities. It does not include specific software modifications made to the Simplify i3® Software Services that provide a specific functionality uniquely designed for the CUSTOMER. Any Custom Applications developed for delivery to CUSTOMER shall NOT become part of the Simplify i3® Software Services, and are sold separately, unless otherwise specified in **Addendum 1**.
  - “Documentation” shall mean documents provided by EPIC to CUSTOMER to facilitate the use of Simplify i3® Software Services.
  - “Internal Use” shall mean use by individuals (“users”) who are employees of CUSTOMER, or third party individuals who are authorized by the CUSTOMER and EPIC to access the Simplify i3® Software Services, as per **Addendum 3**, subject to the Terms of the Agreement.
  - “Simplify i3® Software Services” shall mean the portion of the Simplify i3® Product Suite, documentation and associated services CUSTOMER has purchased access to, as described in **Addendum 1**. Simplify i3® Software Services shall include any updates that EPIC, at its discretion, may deliver to CUSTOMER, as defined in Section 4 of **Addendum 1**.
    - EPIC may license third party software or products (“Ancillary Products”) to enable or enhance the Simplify i3® Software Services. These items shall be considered part of

Simplify i3® Software Services, and EPIC shall be responsible for the cost of such product licenses, subject to the exceptions below:

- (1) *ESRI® licenses and other excluded ancillary products (“Excluded Ancillary Products”) that are not part of Simplify i3® Software Services shall be licensed and purchased by CUSTOMER independently from the Agreement, as specified in **Addendum 1**.* CUSTOMER will be responsible for the cost of all Excluded Ancillary Products, which will be in addition to the cost of Simplify i3® Software Services purchased under the Agreement.
- f. “Login” shall mean the permission given to a single authorized named end user (“Authorized User”) to access the Simplify i3® Software Services hosted by EPIC or its licensors as part of Online Services (otherwise defined as a license of an Authorized User having the option to download the software into a computer or mobile device under separate license agreement.)
  - g. “Online Services” shall mean any Internet-based system, including infrastructure, applications and associated APIs (application program interfaces), hosted by EPIC or its licensors, for storing, managing, publishing, and using the Simplify i3® Software Services, including the Simplify i3® software, documentation, CUSTOMER data and other information.
  - h. “Service Packs” are a collection of files that enhance or correct the Software in the hosted environments, or made available to CUSTOMER for download, where applicable.
  - i. “Software” shall mean the specific Simplify i3® Product Suite, scripts, interfaces and custom code hosted by EPIC or its licensors, as part of the Online Services provided under the Agreement.
  - j. “Software delivery” shall mean the provision of access to the Simplify i3® Software Services to Authorized Users via Authorization Codes. The Simplify i3® software will be hosted by EPIC or its licensors as part of Online Services and accessed by Authorized Users via the Internet, as described in **Addendum 1**. In the event software is provided to CUSTOMER via download for use on computers or mobile devices, the software will be provided under separate agreement, as specified in Section II of **Addendum 1**.
  - k. “Software as a Service” (SaaS) is the methodology to deliver software applications over the Internet using a web browser. On premise deployment of software is not needed. Authorized users are granted access to the application using a secure authentication process.

## Article 2 – Intellectual Property

### 2.1 Ownership.

- a. All Simplify i3® software and copies thereof, as well as accompanying documentation, are intellectual property of EPIC and are protected by applicable United States state and federal laws, and by international laws, treaties, and conventions, affording protection to intellectual property, including but not limited to copyright, trade secret, patent, and trademark laws.
- b. Access to Online Services purchased by CUSTOMER for Authorized Users under the Agreement, is delivered as a SaaS offering, and as such, EPIC does not transfer licenses or any ownership rights of Simplify i3® software and other intellectual property of EPIC and its licensors to CUSTOMER, its Authorized Users, agents or any third party.
- c. If, under a separate agreement, CUSTOMER purchases software licenses from EPIC as specified in Section II of **Addendum 1**, to download Simplify i3® software into Authorized Users’ computers or mobile devices, the licenses will not transfer intellectual property ownership rights to CUSTOMER, Authorized Users or third parties, and any right thereby transferred shall not survive Termination of the Agreement.

### 2.2 Agreement to Protect.

- a. CUSTOMER agrees to use reasonable means to protect EPIC’s intellectual property, including, but not limited to EPIC’s software source and object code, algorithms,

techniques, methods, user interface, images, video, audio, music, text, and other proprietary material incorporated or associated with the Simplify i3® Software Services. This protection shall extend to the unauthorized use, reproduction, distribution or publication by CUSTOMER and third parties under the control of CUSTOMER and its agents of EPIC intellectual property, contrary to the Terms of the Agreement.

- b. Subject to applicable law, CUSTOMER, may not, and may not permit or cause any CUSTOMER'S employee or third party under control of CUSTOMER to, reverse engineer, decompile, translate, or disassemble the Simplify i3® software and other proprietary material incorporated or associated with the Simplify i3® Software Services, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Simplify i3® software and other proprietary material incorporated or associated with the Simplify i3® Software Services.

**2.3 CUSTOMER'S Data.** EPIC shall have no ownership rights in the data entered into the Simplify i3® software by CUSTOMER's Authorized Users, which shall remain the sole property of CUSTOMER. Such data shall be protected by EPIC from unauthorized third-party disclosure, by using data encryption, and user authentication with role-based security. CUSTOMER authorizes EPIC to use CUSTOMER's anonymized data and system performance statistics for enhancing the performance and functionality of EPIC's Simplify i3® Software Services and delivery. Provided EPIC is not in default of this Agreement, during the Agreement Term CUSTOMER grants EPIC the limited right to include the CUSTOMER's name in EPIC's customer lists, websites, and marketing materials. This authorization does not grant EPIC the right to use or display the CUSTOMER's seal or logo on any of the foregoing or otherwise.

### Article 3 – Grant of Access

- 3.1 Simplify i3® Software Services.** Subject to the Terms of the Agreement, and as stated in Article 4, EPIC grants CUSTOMER's Authorized Users, for internal use, the non-exclusive, non-transferable right to access the Simplify i3® Software Services, as described in **Addendum 1** and **Addendum 2**, during Agreement Term, in exchange for the Software Services Fees described in **Addendum 1**.
- 3.2 Third Party Use.** CUSTOMER may allow third party consultants or contractors to access the Simplify i3® Software Services, subject to Article 4 and the Terms of the Agreement, provided that CUSTOMER and third parties agree to and are bound by the Agreement and execute and deliver the **Addendum 3** agreement to EPIC.
- 3.3 Agreement Term.** Subject to the Terms of the Agreement and the renewal and payment terms detailed in **Addendum 1**, Authorized User access to Simplify i3® Software Services shall be in effect from the Effective Date until the expiration or earlier termination in accordance with the Agreement ("Agreement Term"). The Agreement Term consists of annual support periods (each, a "Support Period") as presented in the table within Section 2.6 of Addendum 1, as the same may be amended to add additional Support Periods for any Agreement Renewal Term (as defined in Section 2.1 b. of Addendum 1).
- 3.4 Delivery.** Unless otherwise stated in the Agreement, EPIC shall deliver the Simplify i3® Software Services to CUSTOMER by providing access via electronic link, Authorization Code, or any similar access method or methods, at the discretion of EPIC ("Delivery").
- 3.5 Reservation of Rights.** EPIC reserves all rights not specifically granted in the Agreement, such as the right to modify the Simplify i3® Software Services, including the name of the software, as provided in **Addendum 1**.

### Article 4 – Scope of Use

- 4.1** Subject to the Terms of the Agreement,
  - a. **CUSTOMER may:**
    - i) access and use the Simplify i3® Software Services solely for internal use and for legitimate business purposes;

- ii) make or request archival copies of the CUSTOMER data entered in Simplify i3® Software Services;
  - iii) utilize the Simplify i3® Software Services in a test environment for training and testing purposes; and
  - iv) use, copy, or prepare derivative works of the documentation supplied to CUSTOMER by EPIC in digital or printed format and reproduce, display, and redistribute the customized documentation solely to Authorized Users, unless otherwise required by applicable law, to include without limitation the Florida Public Records Law, to provide copies of any such documentation to third parties. This authorization extends solely for CUSTOMER's own internal use and shall not survive Termination of the Agreement. CUSTOMER shall include the following copyright attribution notice acknowledging the proprietary rights of EPIC and its licensors: "Portions of this document include intellectual property of EPIC Engineering & Consulting Group, LLC and its licensors and is used herein under license. Copyright © [*CUSTOMER will insert the actual copyright date(s) from the source materials*] EPIC Engineering & Consulting Group, LLC and its licensors. All rights reserved."
- b. **CUSTOMER may not:**
- i) share user login accounts to increase the number and type of users beyond those authorized under the Agreement;
  - ii) distribute or redistribute Authorization Codes to unauthorized users for any purpose;
  - iii) copy, or prepare derivative works, of the documentation supplied to CUSTOMER by EPIC in digital or printed format and reproduce, display, and redistribute the documentation or customized documentation to unauthorized users and third parties, unless otherwise required by applicable law, to include without limitation the Florida Public Records Law, to provide copies of any such documentation to third parties;
  - iv) sell, rent, lease, sublicense, lend, assign, redistribute, or time-share Simplify i3® Software Services and associated materials and services, including Online Services;
  - v) allow non-authorized users to access or use the Simplify i3® Software Services in any manner;
  - vi) act as a service bureau or Commercial Application Service Provider;
  - vii) reserved;
  - viii) reverse engineer, decompile, or disassemble Simplify i3® software;
  - ix) circumvent the access controls to Simplify i3® Software Services;
  - x) use Simplify i3® Software Services and associated materials and services, including Online Services, in violation of laws, regulations and third-party rights, or solely to intentionally and maliciously inflict injury, physical, economic, or other damage to any person or entity;
  - xi) remove or obscure any EPIC (or its licensors') intellectual property notices or legends contained in or affixed to any Simplify i3® Software Services display, associated Licensed Product, materials, output, metadata file, or attribution page of any data or documentation, whether in online, digital or printed form;
  - xii) unbundle or independently use individual components of the Simplify i3® Software Services and associated materials and services, including Online Services;
  - xiii) incorporate any portion of the Simplify i3® Software Services into a third party product, whether competing or not;
  - xiv) publish the results of benchmark tests run on Simplify i3® Software Services, without the prior written permission of EPIC; and
  - xv) use the Simplify i3® Software Services in a manner in which it will cause them, in whole or in part, to become public domain.

## Article 5 – Termination

- 5.1 **Termination.** CUSTOMER may terminate the Agreement with or without cause at any time upon thirty (30) days written notice to EPIC, or as soon as reasonably possible. Either party may terminate the Agreement for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.
- 5.2 Reserved
- 5.3 **Effect of Termination.** Upon termination of the Agreement all access and Authorization Codes granted hereunder will expire. Upon termination, CUSTOMER will, with at least a minimum of thirty (30) days written notice: (i) cease access and use of Simplify i3® Software Services; (ii) clear any CUSTOMER data cache; and (iii) if applicable, uninstall, remove, and destroy all copies, except for one (1) archival copy, of ancillary products, and documentation in CUSTOMER's (and third parties, if applicable) possession or control, including any modified versions, in any form, and deliver evidence of such actions to EPIC through a letter on the CUSTOMER's letterhead sent to EPIC at the address listed in section 9.17 below. Likewise, upon termination, EPIC will, within 30 days of receiving written notice, provide to the CUSTOMER a copy of all CUSTOMER data exported from Simplify i3® to a CSV, Excel or equivalent format. EPIC and the CUSTOMER will arrange for all CUSTOMER documents and files stored in cloud storage to be transferred to the CUSTOMER.
- 5.4 **Ancillary Licenses.** Termination of the Agreement shall terminate ancillary product licenses as follows:
- Termination of the Agreement shall terminate all ancillary product licenses held by EPIC and transferred to CUSTOMER to enable delivery and use of Simplify i3® Software Services.
  - Termination of the Agreement does not terminate licenses that CUSTOMER obtains independently from third parties, which are not part of Simplify i3® Software Services, including, but not limited to, the independently licensed products listed in **Addendum 1**. CUSTOMER shall be solely responsible for the termination of such independent licenses and the cost associated with their termination.

## Article 6 – Limited Warranties and Liability Disclaimers

- 6.1 **Limited Warranties.** “EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE 6, EPIC WARRANTS, FOR THE TERM OF THIS AGREEMENT, THAT THE SERVICES WILL SUBSTANTIALLY CONFORM TO THE DOCUMENTATION, UNDER NORMAL USE AND SERVICE. EPIC WARRANTS THAT TECHNICAL SUPPORT SERVICES PROVIDED PURSUANT TO ADDENDUM 2 SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMAN-LIKE MANNER. EPIC WILL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE CORRECTIONS TO TECHNICAL ISSUES OR PROVIDE A WORKAROUND, BUT EPIC CANNOT GUARANTEE THAT ALL TECHNICAL ISSUES CAN BE FIXED OR RESOLVED.
- 6.2 **Internet Disclaimer.** THE PARTIES EXPRESSLY AGREE THAT (I) THE INTERNET IS NOT A SECURE INFRASTRUCTURE; (II) THE PARTIES HAVE NO CONTROL OVER THE INTERNET; AND (III) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF SERVICES PROVIDED BY EPIC HEREINUNDER.
- 6.3 **General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, EPIC DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES, OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. EPIC DOES NOT WARRANT THAT CUSTOMER'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR

WILL BE CORRECTED. SIMPLIFY I3® SOFTWARE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE. CUSTOMER SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT THE CUSTOMER'S OWN RISK AND COSTS.

- 6.4 **Disclaimer of Certain Types of Liability.** EPIC, ITS AUTHORIZED DISTRIBUTORS (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF SIMPLIFY I3® SOFTWARE SERVICES, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT EPIC OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
- 6.5 **Force Majeure.** EPIC SHALL NOT BE IN DEFAULT UNDER THE AGREEMENT FOR ITS FAILURE OR DELAY IN PERFORMING ANY OBLIGATION UNDER THE AGREEMENT (INCLUDING ANY OF ITS ADDENDUMS AND EXHIBITS) RESULTING FROM NATURAL OR MAN-MADE DISASTERS INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, EARTHQUAKE, STRIKE OR LABOR DISPUTES, WAR (DECLARED OR UNDECLARED), EMBARGO, BLOCKAGE, LEGAL PROHIBITION OR GOVERNMENTAL ACTION, RIOT, INSURRECTION, SERVICE DISRUPTIONS FROM CLOUD INFRASTRUCTURE PROVIDERS (MICROSOFT AZURE, AMAZON WEB SERVICES), DISRUPTIONS RESULTING FROM THE INTERNET SERVICE PROVIDERS, DAMAGE DESTRUCTION OR ANY OTHER CAUSE BEYOND THE CONTROL OF EPIC OR ANY OF ITS LICENSORS OR CONTRACTORS, PROVIDED THAT EPIC SHALL PERFORM ITS OBLIGATIONS IMMEDIATELY UPON THE TERMINATION OF SUCH CAUSE PREVENTING OR DELAYING EPIC'S PERFORMANCE.

## **Article 7 – Limitation of Liability and Remedies**

- 7.1 **Exclusive Remedy.** SUBJECT TO CUSTOMER'S DELIVERY OF PROMPT NOTICE TO EPIC OF ANY BREACH AND FULL COOPERATION OF CUSTOMER WITH EPIC'S EFFORTS TO CURE, CUSTOMER'S EXCLUSIVE REMEDY AND EPIC'S ENTIRE LIABILITY FOR BREACH OF THE WARRANTIES SET FORTH IN ARTICLE 6 SHALL BE LIMITED, AT EPIC'S SOLE DISCRETION, TO: (I) REPAIR, CORRECTION, OR A WORKAROUND FOR THE SIMPLIFY I3® SOFTWARE SERVICES, SUBJECT TO ADDENDUM 1; (II) REVISION OF THE SOFTWARE DOCUMENTATION, IF APPLICABLE; OR (III) REFUND OF THE FEES PAID BY CUSTOMER TO EPIC DURING THE CURRENT AGREEMENT TERM, FOR SIMPLIFY I3® SOFTWARE SERVICES AND ASSOCIATED SERVICES THAT DO NOT MEET EPIC'S LIMITED WARRANTY, PROVIDED THAT CUSTOMER UNINSTALLS, REMOVES, DESTROYS ALL COPIES OF SIMPLIFY I3® SOFTWARE SERVICES SOFTWARE (FOR MOBILE SOFTWARE LICENSED UNDER SEPARATE AGREEMENT), RETURNS ALL DOCUMENTATION TO EPIC, AS APPLICABLE; CEASES USING THE SIMPLIFY I3® SOFTWARE SERVICES AND ASSOCIATED DOCUMENTATION AND SERVICES; AND DELIVERS EVIDENCE OF SUCH ACTIONS TO EPIC, THROUGH A LETTER ON THE CUSTOMER'S LETTERHEAD SENT TO EPIC AT THE ADDRESS LISTED IN SECTION 9.17 OF THE AGREEMENT, RESULTING IN TERMINATION OF THE AGREEMENT.
- 7.2 **General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8, THE TOTAL CUMULATIVE LIABILITY OF EPIC AND ITS AUTHORIZED DISTRIBUTOR(S) HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER DURING THE CURRENT SUPPORT PERIOD, OR THE INSURANCE LIMITS OF EPIC COVERING THE PARTICULAR LOSS, IF COVERAGE IS AVAILABLE UNDER THE CURRENT EXISTING INSURANCE POLICY, WHICHEVER IS GREATER, AND WHICH IS FOR THE PRODUCTS OR SERVICES THAT GIVE RISE TO THE CAUSE OF ACTION.

- 7.3 Applicability of Disclaimers and Limitations.** CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE AGREEMENT WILL APPLY REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED SIMPLIFY I3® SOFTWARE SERVICES OR ANY OTHER PRODUCT OR SERVICE DELIVERED BY EPIC. THE PARTIES AGREE THAT EPIC HAS SET ITS FEES AND ENTERED INTO THE AGREEMENT IN RELIANCE ON THE DISCLAIMERS AND LIMITATIONS SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- 7.4 LIMITATIONS IN ARTICLES 6 AND 7 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

**THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION. CUSTOMER MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. EPIC DOES NOT SEEK TO LIMIT CUSTOMER'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.**

#### **Article 8 – Infringement Indemnity**

- 8.1** EPIC shall defend, indemnify, and hold CUSTOMER harmless from and against any loss, liability, cost, or expense, including reasonable attorney's fees, arising out any claims, actions, or demands by a third party legally alleging that CUSTOMER's use of Simplify i3® Software Services infringe a US patent, copyright, or trademark, provided that:
- CUSTOMER provides notice to EPIC in writing no later than seven (7) days of the claim;
  - CUSTOMER provides EPIC with documentation reasonably describing the allegations of infringement;
  - EPIC has sole control of the defense of any legal action and negotiation related to the defense or settlement of any claim; and
  - CUSTOMER reasonably cooperates in the defense of any claim at EPIC's request and expense.
- 8.2** If Simplify i3® Software Services, or any component thereof, are found to infringe a US patent, copyright, or trademark, EPIC, at its own expense, may either (i) obtain rights for CUSTOMER to continue using the Simplify i3® Software Services; or (ii) modify the allegedly infringing elements of Simplify i3® Software Services, while maintaining substantially similar functionality. If neither alternative is commercially reasonable, access to Simplify i3® Software Services shall terminate, CUSTOMER's Authorized Users shall cease accessing and using the infringing Simplify i3® Software Services documentation and materials, and CUSTOMER shall uninstall any software (if applicable) and return to EPIC any infringing item(s). EPIC's entire liability shall be limited to the indemnification of CUSTOMER, pursuant to Section 8.1 of this article and to the refund of the unused portion of the Software Services Fee (as described in Section 2.2 a., Addendum 1) which CUSTOMER has paid to EPIC, prorated for the current Support Period.
- 8.3** EPIC shall have no obligation to defend CUSTOMER or to pay any resultant costs, damages, or attorneys' fees for any claim or demands alleging direct or contributory infringement, to the extent that it arises from (i) the combination of integration of Simplify i3® Software Services with a product, process, or system not supplied by EPIC or specified by EPIC in the documentation provided to CUSTOMER; (ii) material alteration of Simplify i3® Software Services by anyone other than EPIC or its subcontractors; (iii) use of unmodified Simplify i3® Software Services after modifications have been provided by EPIC to avoid infringement, or use after a return or cease of use is ordered by EPIC under Section 8.2 of this article; or (iv) use by CUSTOMER inconsistent with the authorized use afforded by the Agreement, including CUSTOMER's unauthorized use of Simplify i3® Software Services in combination with other third-party tools.

- 8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF EPIC WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **Article 9 – General Provisions**

- 9.1 **Future Updates and Renewals.** Simplify i3® Software Services updates and renewals will be accessed under the Terms of the Agreement, and as detailed in **Addendum 1**.
- 9.2 **Export Control Regulations.** CUSTOMER expressly acknowledges and agrees that CUSTOMER shall not export, re-export, import, transfer, or release access to Simplify i3® Software Services or any products associated with Simplify i3® Software Services, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.
- 9.3 **Fees and Taxes.** Fees and applicable taxes for Simplify i3® Software Services are as represented in **Addendum 1**.
- 9.4 **No Implied Waivers.** The failure of either party to enforce any provision of the Agreement, including Addendums and Exhibits, shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of this Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.
- 9.5 **Severability.** The parties agree that if any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.
- 9.6 **Successors and Assigns.** CUSTOMER shall not assign, sublicense (if applicable), or transfer CUSTOMER's rights or delegate CUSTOMER's obligations under the Agreement without EPIC's prior written consent, and any attempt to do so without consent shall be void. EPIC shall not assign, sublicense (if applicable), or transfer EPIC's rights or delegate EPIC's obligations under this Agreement without CUSTOMER's prior written consent. This Agreement shall be binding on the respective successors and assigns of the parties.
- 9.7 **Survival.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of the Agreement, and the provisions of Sections 5 and 6 of Addendum 2, shall survive the termination of the Agreement.
- 9.8 **RESERVED**
- 9.9 **Governing Law, Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Venue for any action relating to this Agreement shall be the Tenth Judicial Circuit, Polk County, Florida. If either party materially defaults in its obligations under this Agreement and fails to cure the same within thirty (30) days after the date the party receives written notice of the default from the other non-defaulting party, then the non-defaulting party shall have the right to (i) immediately terminate this Agreement by delivering written notice to the materially defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. Any dispute arising out of or relating to the Agreement or the breach thereof shall be resolved in the following order before filing legal suit with a court of competent jurisdiction:
- a. Negotiation in good faith; and
  - b. If resolution is unattained by negotiation in good faith, mediation by a mutually acceptable mediator chosen by the parties, which cost shall be shared equally.



- 9.10 **Support Services.** Technical support and maintenance services for qualifying Simplify i3® Software Services are described in **Addendum 2**.
- 9.11 **Feedback.** EPIC may freely use any feedback, suggestions, or requests for Simplify i3® Software Services' improvements that CUSTOMER provides to EPIC. Regardless of the source of any feedback or suggestions, any improvements to Simplify i3® Software Services, including Simplify i3® software, documentation, services, and any related intellectual property resulting of such feedback, are solely owned by EPIC.
- 9.12 **Patents and Copyrights.** CUSTOMER may not seek and may not permit Authorized Users or third parties to seek a patent, copyright, or similar right worldwide that is based on or incorporates any proprietary EPIC technology, product or service. Subject to the Terms of this Agreement, Termination of the Agreement immediately terminates all CUSTOMER user rights to access Simplify i3® Software Services, including rights under any license that may have been transferred to CUSTOMER for use and access to the Simplify i3® Software Services from a mobile or computer device during the Agreement Term, as per **Addendum 1**.
- 9.13 **Entire Agreement.** Access to Simplify i3® Software Services and associated services is granted under the Terms of the Agreement. The Agreement, including its incorporated documents, addendums, and exhibits, as applicable, constitutes the sole and entire agreement of the parties as to the subject matter set forth in herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter, including any agreement requiring user acceptance by electronic acknowledgement. The Terms of the Agreement will prevail over conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process (other than product descriptions, quantities, pricing, and delivery instructions), unless otherwise stated in the Agreement. Any modification(s) or amendment(s) to the Agreement must be in writing and signed by each party.
- 9.14 **Audits.** EPIC hereby authorizes CUSTOMER and CUSTOMER hereby authorizes EPIC or its agent(s) to conduct reasonable audits, as needed, to assess compliance with the Agreement; including audits performed to address security or Department of Homeland Security issues or concerns. The cost of the audit(s) (if any) will be borne by EPIC, unless EPIC identifies a discrepancy with the authorized use of Simplify i3® Software Services. In no event shall any such audit be conducted more frequently than once every 12 months. The audit results shall be jointly reviewed by the parties. In the event CUSTOMER and EPIC identify use of the Simplify i3 Software Services during the applicable audit period in excess of that for which CUSTOMER is licensed, the parties shall reconcile such excess use at Customer's then-existing discounted rate structure and without penalty or premium of any sort.
- 9.15 **Counterparts.** This Agreement and Addendums may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement..
- 9.16 **Public Records.**
- a. Compliance. EPIC acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and to comply in the handling of the materials created under this Agreement. EPIC further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, EPIC shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
  - b. Obligations. Without in any manner limiting the generality of the foregoing, to the extent applicable, EPIC acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:
    - (i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County 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;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Term if EPIC does not transfer the records to the County; and

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

- c. Contact. **IF EPIC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

**EMAIL: RMLO@POLK-COUNTY.NET**

- d. EPIC acknowledges that there is no general exemption from the requirements of Florida Statutes, Chapter 119, for proprietary confidential business information. When providing the CUSTOMER documents, records and written information, EPIC shall mark all those items it considers trade secrets or proprietary confidential business information and for each item provide the CUSTOMER a specific statutory reference stating the applicable exemption from the requirements of Florida Statutes, Chapter 119. If the CUSTOMER receives a request which would require or appear to require the CUSTOMER to provide copies of any such marked documents, records, and written information, then not less than 15 (fifteen) business days after receipt of the request, the CUSTOMER shall notify EPIC and use reasonable efforts to cooperate with EPIC if EPIC timely seeks in good faith to legally secure confidential treatment (whether through protective orders or otherwise) of the information to be disclosed pursuant to such request.

- 9.17 **Notice.** All notices and applicable payments must be sent to the addresses provided below. Notices must be sent via certified mail with copy via e-mail.

**For CUSTOMER:**

Polk County Utilities Division  
Eric W. Phillips  
1011 Jim Keene Blvd  
Winter Haven, FL 33880  
Email: ericphillips@polk-county.net  
Phone: 863-298-4174

**For EPIC:**

Dr. Prasad Chittaluru  
EPIC Engineering & Consulting Group, LLC  
Address: 1049 Willa Springs Drive, Ste. 1001, Winter Springs, FL 32708  
Email: prasad@epicgroupllc.com  
Tel. 407-381-3742

Notices shall be effective upon receipt or upon a party's refusal to accept receipt of notice.

- 9.18 **Compliance with Laws.** EPIC shall comply with all local, state, and federal laws, associated with its providing the services described in this Agreement, whether now in effect or hereafter enacted.
- 9.19 **Attorneys' Fees and Costs.** Each party shall be responsible for its own legal and attorneys' fees, costs, and expenses incurred in connection with any dispute or any litigation arising out of or related to this Agreement including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
- 9.20 **Limitation of Liability.** IN NO EVENT, SHALL CUSTOMER BE LIABLE TO EPIC FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
- 9.21 **Annual Appropriations.** EPIC acknowledges that during any fiscal year the CUSTOMER shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the CUSTOMER may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The CUSTOMER may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the CUSTOMER agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the CUSTOMER's performance and obligation to pay the EPIC under this Agreement is contingent upon annual appropriations being made for that purpose.
- 9.22 **Independent Contractor.** Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting EPIC (including its officers, employees, and agents) as the agent, representative, or employee of the CUSTOMER for any purpose, or in any manner, whatsoever. EPIC is to be and shall remain forever an independent contractor with respect to the duties, obligations, and services performed pursuant to this Agreement. EPIC shall not

pledge the CUSTOMER's credit or make the CUSTOMER a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and EPIC shall have no right to speak for or bind the CUSTOMER in any manner.

#### **9.23 Employment Eligibility; Verification (E-Verify)**

a For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity (to include without limitation EPIC) 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; and

(ii) "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; and

(iii) "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.

b. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors, and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all employees hired on and after January 1, 2021. EPIC (as a Contractor) acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of newly hired employees. If EPIC enters into a contract with a Subcontractor (as defined in Section 448.095, Florida Statutes) to perform work pursuant to this Agreement, it will obtain and maintain the Subcontractor affidavit described in Section 448.095(2)(b), Florida Statutes.

c. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement. By entering into this Agreement, EPIC becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. EPIC shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, 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 Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by EPIC, then EPIC may not be awarded a public contract for a period of 1 year after the date of termination. EPIC shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**ATTEST:**  
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision  
of the State of Florida

By: Alison Holland  
Deputy Clerk

By: George Lindsey III  
George Lindsey III, Chair  
Board of County Commissioners

Date signed by Chair: 3/7/23

Reviewed as to form and legal sufficiency:

John D. Russell  
County Attorney's Office  
H.4



**ATTEST:**

**EPIC ENGINEERING &  
CONSULTING GROUP, LLC**  
a Florida limited liability company

By: Carey H. Greenlee  
[Print Name]

By: Prasad V. Chittaluru  
Prasad V. Chittaluru, Managing Member

Its: Office Manager

Date: 1/18/2023

## **ADDENDUM 1**

### **Simplify i3® Subscription Fees, Term and Payment Schedule**

This Addendum 1 is attached to and made part of the Agreement between the CUSTOMER and EPIC Engineering & Consulting Group, LLC (EPIC) and is incorporated into the Agreement by reference. EPIC will provide CUSTOMER's Authorized Users with access to selected Simplify i3® Software Modules, as per the terms of this addendum and subject to the Terms of the Agreement, unless otherwise stated herein.

#### **1. Project Management Module Features**

- Includes the following components
  - Budget development
  - Funds Tracking
  - Project Information
  - Project Schedule
  - Project Contacts
  - Email Repository
  - Communication
  - PO Tracking
  - Payments and Expenses Tracking (Invoices, Pay Apps, JVs)
- Project Inspections
  - Web-based access
  - Mobile App (Android and iOS)
- Document Repository
- GIS Integration Interface
  - *Requires additional license fees payable to Esri, depending on the existing licensing terms between the Customer and Esri*
  - *The exact amount of the fees due to Esri will be determined through discussions among the CUSTOMER, Esri and EPIC representatives*
- Dashboards and Reports

#### **2. Term**

- 2.1 Agreement Term. The Agreement Term shall be subject to Section 3.3 of the Agreement.
- a. The Effective Date of the Agreement shall be the date EPIC makes Delivery of the Simplify i3® Software Services to the CUSTOMER, as per Section 3.4 of the Agreement. The Delivery date is anticipated to be 10/1/2023 and assumes a start date no later than 2/19/2023 and a 32 week implementation schedule. Any schedule extensions (additional weeks) beyond the stated 32 week implementation schedule must be coordinated with the CUSTOMER and consent to revised schedule(s) (Attachment A-1 in the Implementation Scope) must be obtained from the CUSTOMER in advanced of the needed time extension/expiration.
  - b. The initial term ("Initial Term") of the Agreement and of the Services Agreement described in Addendum 2 will begin on the Effective Date and unless sooner terminated pursuant to any of the Agreement terms to include without limitation the CUSTOMER's nonrenewal as described in Section 2.4.c. below, will continue for Ten (10) Years. Subject to the Terms of the Agreement, CUSTOMER may renew and extend

the Agreement Term for additional successive terms (each, a “Renewal Term”) three (3) year terms unless earlier terminated pursuant to any of this Agreement’s provisions to include without limitation, the CUSTOMER’s nonrenewal as described in Section 2.4.c, below.

- c. Number of Users: The number of Authorized Users under the terms of this Agreement is 125 named users. Each of the Authorized Users will be assigned a unique user name to access the Simplify i3® application. Additional users can be added in blocks of 5 users for an additional annual subscription fee of \$2,000.

## 2.2 PAYMENT TERMS Payment Terms

- a. ONE TIME SOFTWARE SERVICE FEE: A one-time lump sum Software Service Fee of \$248,260 for the services identified in the scope of work and summarized in Attachment A-2 of Exhibit “A.”
- b. ANNUAL SaaS SUBSCRIPTION FEES: The Annual SaaS Subscription Fees for each Support Period of the Initial Term are stated in Section 2.6, below. The Annual SaaS Subscription Fee for Year 1 shall be due thirty (30) days after the Effective Date. For the purpose of the Annual subscription, the Initial Term includes Year One starting on the first day of the software Go-Live date through Year Ten. Annual SaaS Fees for any renewal terms beyond the ten years shall be subject to an annual increase of 4% per year.

- 2.3 Taxes. The Software Services Fee is exclusive of any and all taxes, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges. If applicable, CUSTOMER shall pay taxes that may be imposed by law on the Software Services Fees and other fees due under the Agreement. EPIC acknowledges that CUSTOMER may be exempted from tax liability under applicable law and, if so, that CUSTOMER hereby does not subject itself to such liability as part of the Agreement.

- 2.4 Simplify i3® Software Services Renewal or Expiration. EPIC will provide CUSTOMER with a Notice of Expiration sixty (60) days before: (i) the Initial Term expires, and (ii) each Renewal Term (except the final term) expires, EPIC will deliver an invoice to CUSTOMER stating the costs for CUSTOMER to renew the Agreement for the next available Renewal Term. If after receiving the Notice of Expiration, the CUSTOMER decides to terminate the Agreement, the Customer must deliver written notice to EPIC at least thirty (30) days prior to expiration of the then-current term. If CUSTOMER does not timely deliver a written notice of termination, the Agreement will automatically renew pursuant to Section 2.4. a, below. Simplify i3® Software Services will renew or expire as follows:

- a. Automatic Renewal. Unless modified, the current terms and conditions for access to the Simplify i3® Software Services will auto-renew for another Renewal Term upon receipt of the corresponding Software Services Fees payment prior to expiration of the current Support Period.
- b. Renewal with Modifications. CUSTOMER shall notify EPIC of its intent to renew with modifications by providing a Purchase Order with such modifications to EPIC and issuing payment for the corresponding Software Services Fees prior to expiration of the current Support Period.
- c. Expiration. If CUSTOMER does not renew, or EPIC does not receive a Purchase Order or payment for Software Services Fees as required, EPIC will continue to provide Simplify i3® Software Services until the current term’s expiration date. All access to Simplify i3® Software Services, including Online Services, maintenance and technical support, will cease with the expiration and non-renewal of the current Agreement term. Simplify i3® Software Services may be reinstated under Section 2.5 below. Upon the expiration of the

Agreement, EPIC shall return any CUSTOMER data within forty-five (45) days of the date of expiration.

2.5 Reinstatement Fees. Subject to the Terms of the Agreement and this addendum, for a lapse in renewal of the Agreement term, and if CUSTOMER account is current, EPIC will, at CUSTOMER's request, reinstate Simplify i3® Software Services as follows:

- a. Renewal Grace Period. For no additional fees, upon receipt of a Purchase Order and corresponding Annual SaaS Subscription Fees payment from CUSTOMER within thirty (30) days from the prior Support Period expiration date the Agreement will continue for the next applicable Renewal Term. The renewed Support Period will begin from the date EPIC receives the Purchase Order and payment for the corresponding Annual SaaS Subscription Fees described in Section 2.6 ("Reinstatement Date").
- b. Reinstatement Fees. If CUSTOMER requests reinstatement after thirty (30) days from the Agreement expiration date, then the Agreement will continue for the next applicable Renewal Term with the Software Services Fees for reinstating Simplify i3® Software Services measured from the prior Support Period's expiration date. The new Support Period term will run from the date of the expiration of the prior Support Period. EPIC will reinstate Simplify i3® Software Services upon receipt from CUSTOMER of a Purchase Order and Software Services Fees described in Section 2.2.

2.6 Payment Schedule. The following is the payment schedule for the Annual SaaS Subscription Fees payable during the Initial Term of this Agreement. EPIC will provide an updated Annual SaaS Subscription Fee schedule prior to the CUSTOMER agreeing to any subsequent renewal(s) of the Agreement Term. *Payments of Support Period Years 2-10 are due before the start date of each Support Period and will be invoiced 30-60 days prior to the start of the next Support Period. Subsequent annual fees are subject to an annual 4% increase per year. NOTE: data storage below is quoted at \$5,000 per TB in Year 1. Additional storage may be purchased at the prevailing Yearly rate as derived from the base rate and annual rate increase.*

### Annual SaaS Rates

Support Period	Dates (From – To)	SaaS Fee	Data Storage	Payment Amount Due
Year 1 (Post Go Live)	10/1/23 – 9/30/24	\$ 50,000.00	\$ 10,000.00	\$ 60,000.00
Year 2	10/1/24 – 9/30/25	\$ 52,000.00	\$ 10,400.00	\$ 62,400.00
Year 3	10/1/25 – 9/30/26	\$ 54,080.00	\$ 10,816.00	\$ 64,896.00
Year 4	10/1/26 – 9/30/27	\$ 56,243.20	\$ 11,248.64	\$ 67,491.84
Year 5	10/1/27 – 9/30/28	\$ 58,492.93	\$ 11,698.59	\$ 70,191.51
Year 6	10/1/28 – 9/30/29	\$ 60,832.65	\$ 12,166.53	\$ 72,999.17
Year 7	10/1/29 – 9/30/30	\$ 63,265.95	\$ 12,653.19	\$ 75,919.14
Year 8	10/1/31 – 9/30/32	\$ 65,796.59	\$ 13,159.32	\$ 78,955.91
Year 9	10/1/32 – 9/30/33	\$ 68,428.45	\$ 13,685.69	\$ 82,114.14
Year 10	10/1/33 – 9/30/34	\$ 71,165.59	\$ 14,233.12	\$ 85,398.71

### 3. Other Terms Applicable to Software Access

3.1 Ancillary Software NOT INCLUDED with Simplify i3® Software is listed below:

- a. ESRI® SOFTWARE LICENSES ARE NOT INCLUDED WITH THE "SIMPLIFY I3® SOFTWARE SERVICES" AND ARE NOT PART OF THE SIMPLIFY I3® PRODUCT SUITE.



CUSTOMER WILL NEED TO PURCHASE SUCH LICENSES INDEPENDENTLY OF THE AGREEMENT. UPON REQUEST, EPIC WILL ASSIST THE CUSTOMER IN DETERMINING THE NUMBER AND TYPE OF ESRI LICENSES TO BE PURCHASED. COSTS FOR THE ESRI LICENSING IS ADDITIONAL TO THE SIMPLIFY I3® SOFTWARE SERVICES COSTS.

- 3.2 **Additional Users.** Additional Authorized Users may be added to the Agreement, upon CUSTOMER request, after CUSTOMER submits a qualified Purchase Order and payment for applicable Software Services Fees, as described in Section 2.2 of this Addendum.

3.3 **Updates**

- a. Subject to the Terms of the Agreement, updates may consist of subsequent releases of the Simplify i3® Software Services software for the option selected by CUSTOMER for Authorized User access, including upgrades and service packs, which EPIC may generally make available online as part of the Simplify i3® Software Services.
- b. Occasionally, EPIC may update, change the name of its software, or modify applicable documentation, as part of its ongoing product and business development process. In this case, EPIC will provide software services with functionality that is similar to, or with substantially the same or greater functionality of, the original software services, as well as applicable updated documentation, provided that CUSTOMER has complied with the Agreement, including the timely payment of all fees due under the Agreement.
- c. Updates may not always include any future software services features, components, or new modules that EPIC may develop and sell separately from the Agreement. These new features or offerings will be provided to CUSTOMER at the discretion of EPIC. EPIC is under no obligation to develop and provide any updates, new programs or new functionality of Simplify i3® Software Services, except to the extent necessary to maintain the software services provided to CUSTOMER in compliance with any applicable laws or regulations.
- d. Applicable Simplify i3® Software Services update(s) made available to CUSTOMER will be deployed first in a test environment, and upon approval of the CUSTOMER, will be made available in the production environment.

4. **Third Party Integrations, Customizations and Other Services**

Third-party integrations, design and implementation of custom components, modules and enhancements to the Simplify i3® product, as well as other software identified by the CUSTOMER, software uses, other services including but not limited to additional training, product business analysis support, business process assessment and optimization, system configuration, data migration, systems integration, documentation and training material development etc., and related software licensing pertaining to these third-party integrations and customizations will be negotiated as separate as-needed task orders with specific scope of work, schedule and fee estimates that will be negotiated between the CUSTOMER and EPIC. Third-party software licensing costs will be negotiated with the respective third-party software providers in collaboration with the CUSTOMER and billed to the CUSTOMER. For the duration of this Agreement, EPIC will provide these additional services according to the Consultant Labor Rate Schedule in **Attachment A-3 of Exhibit "A."**

**THIS ADDENDUM IS PART OF THE AGREEMENT BETWEEN THE PARTIES AND IS SUBJECT TO ALL THE TERMS OF THE AGREEMENT, UNLESS OTHERWISE STATED. IF ANY TERM IN THIS ADDENDUM CONFLICTS WITH ANY TERMS IN THE AGREEMENT, THE ADDENDUM'S TERM WILL PREVAIL OVER THE CONFLICTING TERM OF THE AGREEMENT, WITHOUT VOIDING ANY**

**OTHER TERMS OF THE AGREEMENT, EXCEPT THAT IF TERMS INCLUDED IN ANY ADDENDUM OF THE AGREEMENT CONFLICT WITH EACH OTHER, THE TERMS IN THE AGREEMENT'S MAIN DOCUMENT WILL PREVAIL.**

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## **ADDENDUM 2**

### **Service Level Support Agreement**

This Service Level Support (“Service Agreement”) addendum attached to and made part of the Agreement between the CUSTOMER and EPIC Engineering & Consulting Group, LLC (EPIC) and is incorporated into the Agreement by reference. EPIC will hereby provide technical support and maintenance services, as needed, as part of the Software-as-a-Service (SaaS) offering for Simplify i3® Software Services, subject to the Terms of the Agreement and this addendum, unless otherwise stated herein.

#### **1. Software Services**

EPIC will provide Simplify i3® Software Services as part of a SaaS offering to CUSTOMER for the Support Periods and in exchange for the payment of Software Services Fees specified in Addendum 1 of this Agreement. Simplify i3® Software Services, for the option selected by CUSTOMER in Addendum 1, will consist of the following: Software access via Online Services, maintenance, and technical support. Unless otherwise stated herein, subject to the Terms of the Agreement, software updates will be provided as described in Section 3 of Addendum 1.

- 1.1 EPIC will ensure upward compatibility for the selected Simplify i3® Software Services applications within a commercially reasonable timeframe for minor ESRI® ArcGIS and Simplify i3® supported database revisions. EPIC will not ensure upward compatibility for Simplify i3® Software Services software applications when there are major ESRI® ArcGIS revisions (for example, from rev 10.x to 11.x). However, EPIC will make all commercially reasonable efforts to provide upward compatibility.
- 1.2 Subject to Section 3.4 below, during the Support Periods and receipt of required Purchase Order(s) and Software Service Fees identified in Addendum 1 of this Agreement, EPIC shall provide the following:
  - a. Software Access. EPIC will provide CUSTOMER’s Authorized Users with online access to the Simplify i3® Software Services software for the selected option in Addendum 1.
  - b. Software Updates. EPIC will provide software updates as defined in Section 3 of Addendum 1.
  - c. **Technical Support.** EPIC will provide Telephone Support, Email Support, and Web Support, during normal business hours, 8 AM to 5 PM Eastern Time, Monday through Friday (excepting Federal Holidays). EPIC will also provide an After-Hours Emergency Support Line, and other support deemed appropriate by EPIC (as set forth in Section 2 of this addendum). EPIC’s support will apply to the following activities: troubleshooting issues, software modification, software optimization, error correction, and removal of discarded features; and will comply with the timeframe for resolution of technical support issues as set forth in Section 2 of this addendum.
- 1.3 **Exclusions.** The following services are specifically excluded under this Service Agreement, unless otherwise specified as a separate service in the Agreement:
  - a. Support for user computers or electronic devices, including, but not limited to, for example, applying or installing updates on user computers;
  - b. Assistance with individual user questions related to third party software, computer hardware, networking, and other products or services not provided by EPIC;
  - c. Assistance with computer operating system questions not directly pertinent to the Simplify i3® Software Services software;

- d. CUSTOMER data debugging or correcting, except to the extent the error is a result of a deficiency related to the Simplify i3 Software Services and in that event, EPIC will classify such deficiency in accordance with the procedures for accessing technical support as listed in Section 2 of this Addendum;
  - e. Services requested as a result of CUSTOMER's conduct not pre-approved by EPIC, including, but not limited to, neglect, abuse, unauthorized modifications, unauthorized updates, and actions arising from conduct other than the ordinary and reasonable use by the CUSTOMER of the Simplify i3® Software Services;
  - f. Consulting regarding customizations created by CUSTOMER or third parties to function with Simplify i3® Software Services, unless specifically identified in Addendum 1;
  - g. Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
  - h. Questions such as software configuration, implementation, and walk-throughs.
- 1.4 **Renewable Support Periods.** Support Periods are designated in Section 2 of Addendum 1 and are renewable, unless terminated. Renewals will include the provision of Simplify i3® Software Services as set forth in Section 1 of this addendum.
- 1.5 **Authorized Callers.** CUSTOMER may designate a limited number of Authorized Callers, up to five (5), to contact EPIC for Technical Support. CUSTOMER may replace Authorized Callers at any time by notifying EPIC in writing. Authorized Callers may be designated via email at the e-mail address provided by EPIC to CUSTOMER for this purpose. EPIC may limit the total number of Authorized Callers as may be reasonably necessary and may request an updated list of Authorized Callers.

## 2. Procedures for Accessing Technical Support

- 2.1 **Technical Support.** EPIC will provide Telephone Support, Email Support, and Web Support, during normal business hours, 8 AM to 5 PM Eastern Time, Monday through Friday (excepting Federal Holidays). EPIC will also provide an After-Hours Emergency Support Line, and other support deemed appropriate by EPIC. EPIC's support will apply to the following activities: troubleshooting issues, software modification, software optimization, error correction, and removal of discarded features; and will comply with the timeframe for resolution of technical support issues as set forth in the table shown below.
- 2.2 Targeted Response Time. "Notification" means a communication to Simplify i3®'s help desk by means of: (i) Simplify i3® Web Support; (ii) Email Support; or (iii) the placement of a telephone call.
- 2.3 Support Terms. Beginning on the Effective Date and continuing for twelve (12) months thereafter ("Initial Support Term"), Simplify i3® shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Addendum 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement.

With respect to Simplify i3® support obligations, EPIC will use diligent, commercially reasonable efforts to respond to Notifications from CUSTOMER relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable "Telephone Support" hour occurring during EPIC's receipt of the Notification. The targets for response time and resolution times for items of varying priority are summarized in the table below.

Priority	Description	Response	Resolution
<b>1 - Urgent</b>	A support issue is categorized as Urgent when it causes a Complete System Failure, resulting in a complete work stoppage	Within 60 minutes of the issue being reported. A resolution plan will be crafted within 24 hours.	<p>While resolution times vary depending on the exact issue and customer environment, Simplify i3® has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported.</p> <p>A resolution plan will detail the steps necessary to understand and possibly resolve the issue.</p> <p>The resolution of Urgent and Critical bugs will be taken up as the highest priority for the technical team. The Non-Critical and Minor issues will be resolved within the next one of two build cycles.</p>
<b>2 - Critical</b>	A support issue shall be considered Critical when a critical failure in operations occurs due to the non performance of a critical process within the software, preventing the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Within two hours of the issue being reported. A resolution plan will be crafted within five (5) business days.	
<b>3 - Non-Critical</b>	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning the Solution is not performing one or more non-critical processes, but the system is still usable for its intended purpose or there is a workaround available for the reported problem.	Within four hours of the issue being reported. A resolution plan will be crafted within within ten (10) business days.	
<b>4 - Minor</b>	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Within 24 hours of the issues being reported. A resolution plan will be crafted within within twenty (20) business days.	

**THIS ADDENDUM IS PART OF THE AGREEMENT BETWEEN THE PARTIES AND IS SUBJECT TO ALL THE TERMS OF THE AGREEMENT, UNLESS OTHERWISE STATED. IF ANY TERM IN THIS ADDENDUM CONFLICTS WITH ANY TERMS IN THE AGREEMENT, THE ADDENDUM'S TERM WILL PREVAIL OVER THE CONFLICTING TERM OF THE AGREEMENT, WITHOUT VOIDING ANY OTHER TERMS OF THE AGREEMENT, EXCEPT THAT IF TERMS INCLUDED IN ANY ADDENDUM OF THE AGREEMENT CONFLICT WITH EACH OTHER, THE TERMS IN THE AGREEMENT'S MAIN DOCUMENT WILL PREVAIL.**

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### **ADDENDUM 3**

#### **Third Party Acknowledgement Agreement**

This Addendum 3 is attached to and made part of the Agreement between the CUSTOMER and EPIC Engineering & Consulting Group, LLC (EPIC) and is incorporated into the Agreement by reference.

If CUSTOMER engages any third party as a contractor or consultant and desires to grant access to this individual to use the Simplify i3® Software Services as an Authorized User, this right may be granted subject to the Terms of the Agreement and the following conditions:

1. All use by a third party shall be in accordance with the Terms of the Agreement (including all addendums and exhibits therein);
2. The third party user shall be considered an Authorized User of the Simplify i3® Software Services only after EPIC has granted such access;
3. Before accessing the Simplify i3® Software Services, or any component thereof, the third party shall agree in writing that: (a) the Simplify i3® Software Services software, and any other Simplify i3® Software Services component accessed, shall be used solely in accordance with the Terms of the Agreement and solely for CUSTOMER's benefit; and (b) the third party shall be liable to EPIC for any and all damages resulting from third party breach of the Agreement or any portion thereof;
4. Any breach of the Agreement by any third party engaged by the CUSTOMER will be deemed to be a breach by CUSTOMER;
5. CUSTOMER hereby agrees and acknowledges that any breach of the Agreement by any third party engaged by the CUSTOMER will be deemed to be a breach by CUSTOMER, and CUSTOMER will be liable to EPIC for any and all actions or omissions of such third party with respect to the access and use of the Simplify i3® Software Services, as if such actions or omissions were the CUSTOMER's actions; however, this provision does not preclude CUSTOMER from seeking additional rights, remedies, and obligations directly from the third party regarding its access and use of Simplify i3® Software Services;
6. Upon expiration or termination of the Agreement or any portion thereof, the rights transferred to any third party herein, including any licensing rights transferred for downloaded software, if applicable, shall immediately terminate;
7. Use of the Simplify i3® Software Services by each third party Authorized User on CUSTOMER's behalf will require that CUSTOMER purchase access for each individual third party user;
8. CUSTOMER will ensure third party compliance with the Terms of the Agreement, as it shall do with any other CUSTOMER Authorized User; and
9. Third party must sign a copy of this addendum, acknowledging that it has a copy of and has read the Agreement, including all addendums and exhibits, and agrees to the Terms.
10. CUSTOMER shall provide a signed copy of this addendum to each third party it grants access to use the Simplify i3® Software Services.
11. Executing this addendum does not automatically grant additional user access under the Agreement. CUSTOMER must formally agree to and request additional Authorized Users be added, as provided in Section 2.1.c of Addendum 1, and by submitting a copy of this addendum, signed by both, CUSTOMER and the third party, to EPIC at [contracts@epicgroupllc.com](mailto:contracts@epicgroupllc.com).
12. This addendum may be executed by CUSTOMER and the third party in counterparts under the terms provided in Section 9.16 of the Agreement.

**THIS ADDENDUM IS PART OF THE AGREEMENT BETWEEN THE PARTIES AND IS SUBJECT TO ALL THE TERMS OF THE AGREEMENT, UNLESS OTHERWISE STATED. IF ANY TERM IN THIS ADDENDUM CONFLICTS WITH ANY TERMS IN THE AGREEMENT, THE ADDENDUM'S TERM WILL PREVAIL OVER THE CONFLICTING TERM OF THE AGREEMENT, WITHOUT VOIDING ANY OTHER TERMS OF THE AGREEMENT, EXCEPT THAT IF TERMS INCLUDED IN ANY ADDENDUM OF THE AGREEMENT CONFLICT WITH EACH OTHER, THE TERMS IN THE AGREEMENT'S MAIN DOCUMENT WILL PREVAIL.**

By signing below, CUSTOMER and Third-Party hereby agree to comply with the Terms of the Agreement (including any and all addendums and exhibits).

**FOR THIRD PARTY:**

\_\_\_\_\_  
Third Party Name (Print)

\_\_\_\_\_  
Third Party Organization (If Applicable) (Print)

By:\_\_\_\_\_  
Authorized Signature

Date:\_\_\_\_\_

**FOR CUSTOMER:**

\_\_\_\_\_  
CUSTOMER Representative's Name (Print)

By:\_\_\_\_\_  
Authorized Signature

Date:\_\_\_\_\_

Exhibit A

**EPIC Engineering and Consulting Group, LLC - Solutions Agreement  
Simplify i3® Enterprise Infrastructure Program Management Solution  
Implementation Scope of Services**

---

This EPIC Engineering and Consulting Group, LLC Solutions Agreement, effective as of the latest date shown on the signature block, is entered into between EPIC Engineering and Consulting Group, LLC (Consultant) and Polk County (County), a political subdivision of the State of Florida for the purpose of providing the Simplify i3® Enterprise Infrastructure Program Management solution.

**A. Project Background and Description**

County staff has utilized an onsite web application, Polk County Utilities Master Database (PCUMD) for approximately 15 years. PCUMD is used for various functions including, but not limited to master project name and number assignment, tracking of milestone dates of land development projects, capital budgeting, purchase order and invoice tracking, and document access via separate third-party software integration. EPIC Engineering and Consulting Group, LLC is currently providing “as needed” support for PCUMD via contract 15-038 which expires June 22, 2025. The application itself is at the end of its software lifecycle, and the County has requested that the Consultant provide the Simplify i3 software solution and associated implementation services in support of effectively migrating the existing PCUMD application to the new Simplify i3® platform.

**B. Scope of Services**

Upon authorization to proceed from the County, the Consultant will provide the following identified services. This authorization shall be in full force and effect until the Consultant completes all services as described in this Agreement and any subsequent modifications hereto.

**Task 1 Stakeholders Meetings, Data Collection and Data Analysis**

The Consultant will work with the County Project Manager to plan the required meetings with various stakeholder groups for approximately three "workshop" style meetings. The business activities to be mapped will be prioritized by the EPIC Project Manager in coordination with the County Project Management team and leadership team. Additionally, a DRAFT Project Charter document will be presented by, if not before the project kickoff meeting; The FINAL Project Charter document is due within two weeks following the kickoff meeting after incorporating County feedback. During the stakeholder meetings, the applicable datasets for the prioritized business activities will be requested, collected and compiled. The compiled data will be analyzed to



understand the data types, formats and frequencies of data collection that needs to be supported for the business activities. Meeting minutes shall be distributed by the Consultant within three working days of the date of the meeting.

### **Task 2 – Business Requirements and Reports Compilation and Documentation**

The Consultant's team will work with staff to gather the business requirements to configure the Simplify i3® platform to meet the needs of the County. Reports that will need to be configured in the solution will be compiled and reviewed by the County as part of the business requirements. It is the Consultant's understanding that the current processes and procedures utilized within the existing PCUMD application will be quite similar to the business functionality that is anticipated from the new solution configured utilizing the Simplify i3® platform.

### **Task 3 – Business Process Mapping**

Based on the information gathered in Task 2, the Consultant team will map the current business processes for applicable processes, and then develop updated processes to streamline project data and document capture where feasible. Process Mapping documentation will be provided to the County, and validation will be provided by County staff, as needed.

### **Task 4 – Coordination with County IT Team**

The Consultant team will coordinate with County's Information Technology (IT) team to document County IT guidelines for integration with other applications, if applicable (including the document storage repository – Application Enhancer), authentication protocols for single sign on (if any), and the integration options available to connect with County GIS data. The County guidelines and recommendations will be documented and incorporated into the Simplify i3® solution configuration. Approved integrations will be implemented using the vendor-recommended APIs after verification with County IT. EPIC team will evaluate the feasibility of using the Cloud document storage repository included within the Simplify i3® solution as a potential alternative to the Application Enhancer integration.

### **Task 5 – Requirements and Reports Validation**

In this task, the Consultant team will present County staff with the compiled functional requirements and reports identified for configuration in the Simplify i3® application, for verification and validation. No more than three validation sessions are expected and may be conducted in a virtual or in person meeting format. Updates to the requirements if any, will be made based on the feedback received from County staff. These updated requirements and reports will serve as the guideline for the configuration of the Simplify i3® solution for PCU organization.

### **Task 6 – Initial System Configuration**

Based on the requirements and reports finalized in Task 5, the EPIC team will complete the initial system configuration to meet the requirements of the County. User roles and privileges will also be

configured based on the requirements compiled from prior stakeholder workshops. Simplify i3® supports Single Sign On using Azure AD and OKTA technologies and will be configured accordingly.

### **Task 7 – Reports and Dashboards Configuration**

The EPIC team will configure the dashboards and reports within the Simplify i3® solution to meet the requirements finalized in Task 5. Up to 20 reports will be included in the initial configuration and implementation of the new system. EPIC team will work with the County to determine the user roles and permissions and add the authorized users to the system. The dashboards, user roles, and privileges will be configured based on the requirements presented by staff.

### **Task 8 – AX/Documentation Integration**

Polk County utilizes the EMC Corporation's document management solution (ApplicationXtender) for entire document storage. The Consultant will work with the County to determine the integration requirements with the document repository. The approach to be utilized for integration (API or other) will be selected in collaboration with County IT team. If the recommended integration protocols are modified/updated after the completion of Task 4, the Consultant will provide a level of effort estimate to PCU project manager to implement the updated integrations.

### **Task 9 – Data Migration**

The Consultant team will conduct an analysis of the historical datasets within the PCUMD application provided by the County and implement a data mapping and migration plan to ingest the data into the Simplify i3® platform. The data mapping will be presented to the PCU team for review and feedback. After the latest PCUMD database is provided, and the mapping is confirmed by PCU team, EPIC team will create the migration scripts based on the confirmed data mapping exercise. The migration scripts will be tested and the migrated data will be checked by EPIC's data QA process. Data import discrepancies, if any, will be resolved prior to upload the data into the UAT (user acceptance test) environment. County users will have the opportunity to verify the migrated data during the UAT process including reviewing the data through project reports. Final data migration will be completed after successful verification of the data migration during the user acceptance testing period. Upon successful completion of the user acceptance testing including migrated data, the historical data will be migrated from the latest current databases into the Simplify i3® system. The migration timeline will be communicated with the County Project Manager so that data editing activities are paused during the cutover process.

In addition to the internal PCUMD application data, the County has historical working files external to the PCUMD application, which is saved on the County's network ("S" Drive). The S Drive has been utilized as a critical component of County staff's project management practices. Working documents, project presentations, public records requests, development of draft scopes/contracts, and other customary data is saved on the S Drive for day-to-day use. Data is stored within an existing file folder template structure where budget related project numbers, which cross reference to PCUMD projects, are utilized in the naming of each primary project folder. The size of the data migration effort of the S Drive folders is estimated at approximately 1.2 TB. The Consultant will conduct an analysis of the S Drive folders and will confirm with County staff the extent of project folders (and contents) that will migrate into the Simplify i3 system. Document migration scripts will be developed such that the S Drive project folders are mapped to the corresponding project records within the Simplify i3® project documents repository. The S-Drive folders have a prefix of the corresponding Oracle Number for the project. The mapping of the folders will be based on the correlation of the Oracle Number associated with the CIP projects. Feasible document migration QA activities such as folder count, document count and folder size comparison will be performed where technically feasible.

### **Task 10 – User and Administrator Manuals**

In this task, the Consultant team will deliver a concise user manual providing an overview of Simplify i3® solution to the end users. The system administration document will include instructions to designated application administrator(s) on managing the application configuration activities and user access and permissions management.

### **Task 11 – Training and End User Acceptance Testing**

The Consultant team will conduct end user training sessions for designated PCU users. Training may be conducted onsite or remotely (web-based training). A total of three training sessions are included within the proposed budget. Each session is estimated for a two-hour duration. The County will provide the facilities and IT infrastructure for onsite training sessions as necessary. As Simplify i3 is a cloud-based solution, training does not need special system configuration or system resources from the County. The conference room at PCU offices is well suited to conduct this training. Training can also be conducted virtually if desired by the County. Subsequent to the completion of the training sessions, the Consultant will conduct user acceptance testing (UAT) with a designated staff user group. If the County would like to review intermediate milestones of system configuration, EPIC team can plan such reviews in collaboration with the County Project Manager. Two weeks of user acceptance testing is included in the project schedule. The Consultant team will address the in-scope functional gaps identified during UAT by making the necessary system modifications to the PCU solution. If required, a follow-up UAT session will be conducted with the user group to validate the modifications. The Consultant will provide UAT support remotely. Training sessions can be

recorded if desired and customary permission is granted. These recordings will be made available to staff for future reference.

### **Task 12 – Final System Configuration**

In this task, updates will be made to the applicable Simplify i3® modules identified in Task 11 above. Updates will be implemented as needed, to support the PCU business units' in scope activities.

### **Task 13 – Production Deployment**

After the PCU project manager approves the changes in the UAT environment, the Consultant will plan the deployment activities with the County Project Manager. Once the Go Live schedule is approved, the Consultant will coordinate with all stakeholders to roll out the production version of the Simplify i3® solution. The cutover planning activities will be scheduled such that the data entry activities are frozen during this period. The cutover activities will be planned typically over a weekend period, where data entry will be frozen on a Thursday evening and production rollout activities will be completed over the weekend. Upon success completing of the final data migration and final integration testing, the Consultant team will conduct system validation testing and present the results to the County's project manager. Upon receiving the approval of the County Project Manager, the Consultant will release the Simplify i3® solution in the Production environment with the appropriate configuration information and migrated historical data. Test data will not be imported into the production environment. Post production support will be provided to ensure successful migration into the Simplify i3® environment.

### **Tasks 14 Refresher Training**

Subsequent to the production deployment of the PCU solution, the Consultant will provide online refresher training sessions on a weekly basis to PCU staff. Training sessions will be coordinated and conducted in collaboration with County Project Manager.

### **Task 15 – Post Production Support**

In conjunction with Task 14, the Consultant team will provide ongoing production support. This will ensure that the users are completely comfortable with the transition to the new system, facilitate smooth change management and enhance user acceptance.

### **Task 16 – Contingency Services**

An estimated 160 hours of staff time is budgeted as contingency, to provide additional out-of-scope, services. The services to be provided will be confirmed by the County Project Manager and approved as detailed below in the E. Fee section. Once a request is analyzed by the Consultant, and approved by the County, the request will be implemented within the Simplify i3® solution.

## C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
1	Stakeholders Meetings	Meeting agenda and minutes, DRAFT and FINAL Project Charter Document
3	Business Process Mapping	Process mapping documentation
5	Requirements and Reports Validation	Documented functional requirements and listing of required reports in new application
10	User and Administrator Manuals	Electronic copies (Word and PDF) of DRAFT and FINAL manuals
11	Training and End User Acceptance Testing	Meeting agenda and recording of training session(s)

## D. Schedule

The Consultant will provide the services described in this proposal in within a projected period of 8 months. This project schedule is subject to the availability of Polk County Utilities stakeholders to participate in meetings, and receiving timely information, documentation and feedback from County stakeholders. The Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval.

## E. Fee Estimate

This Agreement establishes a lump sum cost of \$248,260.00. The total lump sum price shall be based on the schedule of deliverables that sets forth the lump sum price for each milestone identified. Compensation for the services performed under this Agreement shall be on a lump sum basis commensurate with the completion percentage of each milestone identified in the schedule of deliverables. All invoices shall be accompanied by the description of work performed, percent of work completed by each task, and the associated deliverables as listed in Section C above. The list of project tasks and associated lump pricing is included as Attachment A-2.

The cost for this Agreement includes contingency funds in the amount of \$36,400.00. The contingency funds authorized for use may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

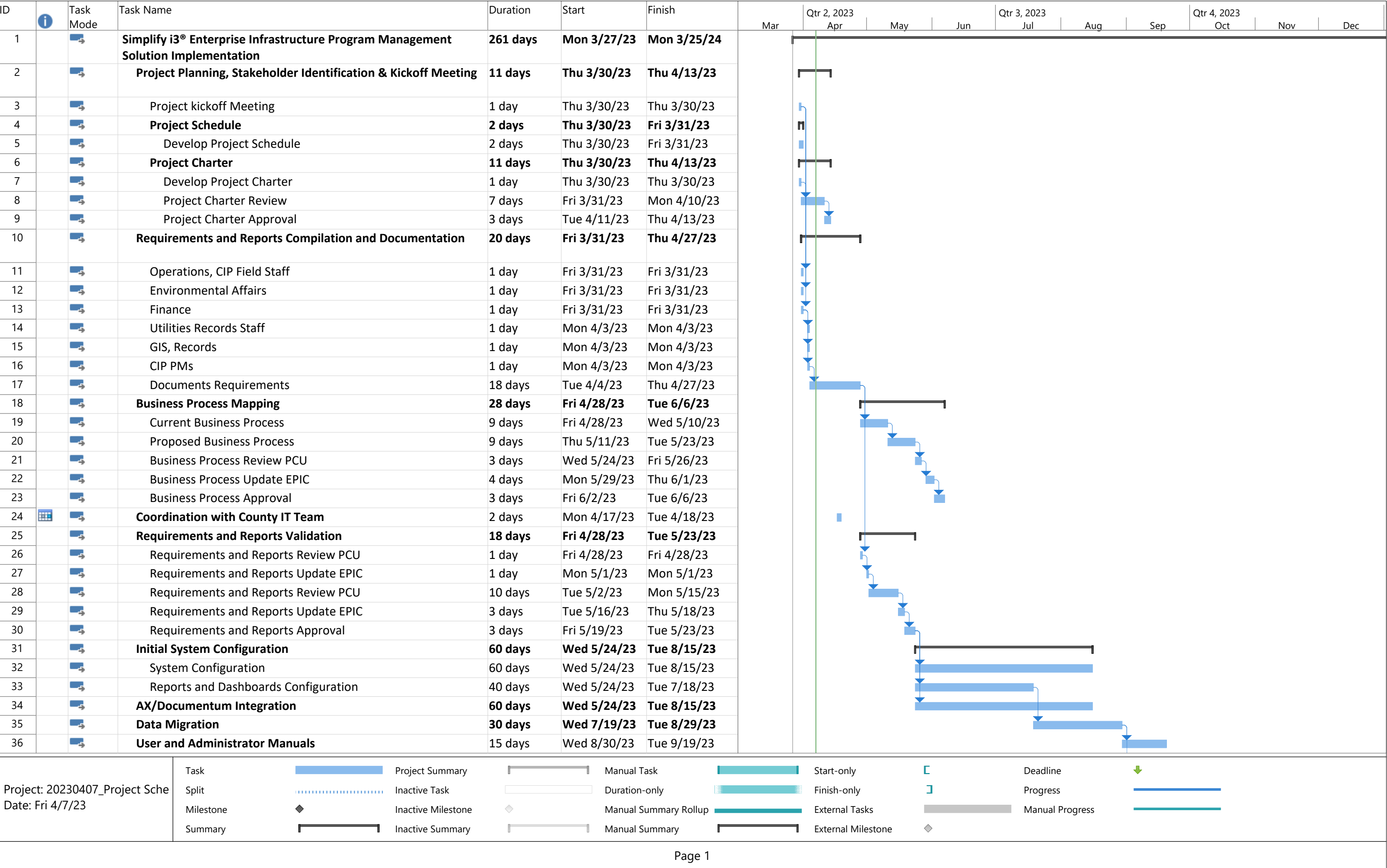
The Consultant will minimally provide a consultant invoice summary with each monthly invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases/tasks, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits if applicable, and the monthly status report. In addition, all invoices shall be submitted with the Agreement number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

### Assumptions



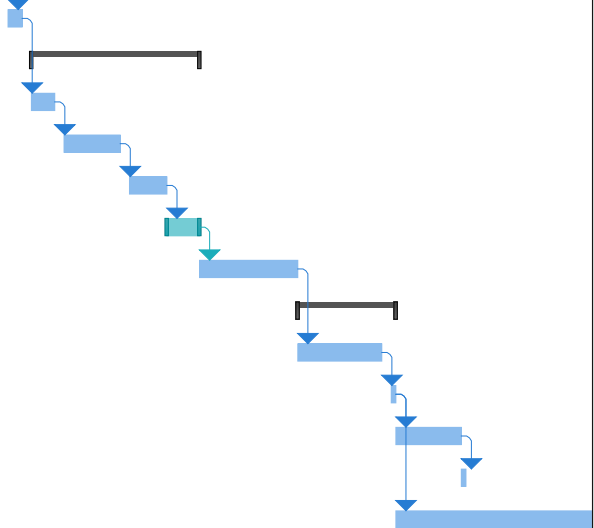














- Polk County Utilities staff and subject matter experts and designated technical resources will be available to participate in requirements gathering sessions and will provide timely feedback
- Polk County Utilities staff will be available to perform User Acceptance Testing at the time development has been completed. EPIC will coordinate the testing activities with the PCU Project Manager
- The PCU PM will facilitate scheduling of meetings with the PCU stakeholders and provide venue for the meetings
- Polk County IT will provide access to the required integration protocols for any required integrations

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Project Schedule (Detailed) -- from Charter





ID		Task Mode	Task Name	Duration	Start	Finish	Mar	Qtr 2, 2023 Apr	May	Jun	Qtr 3, 2023 Jul	Aug	Sep	Qtr 4, 2023 Oct	Nov	Dec
37			UAT Environment Setup	3 days	Wed 8/30/23	Fri 9/1/23										
38			<b>Training and End User Acceptance Testing</b>	<b>26 days</b>	<b>Mon 9/4/23</b>	<b>Mon 10/9/23</b>										
39			User Training for UAT & Release Application to UAT	5 days	Mon 9/4/23	Fri 9/8/23										
40			Perform UAT & Log Issues/Bugs	10 days	Mon 9/11/23	Fri 9/22/23										
41			Resolve UAT Issues/Bugs	6 days	Mon 9/25/23	Mon 10/2/23										
42			UAT Testing	5 days	Tue 10/3/23	Mon 10/9/23										
43			<b>Final System Configuration</b>	<b>15 days</b>	<b>Tue 10/10/23</b>	<b>Mon 10/30/23</b>										
44			<b>Production Deployment</b>	<b>15 days</b>	<b>Tue 10/31/23</b>	<b>Mon 11/20/23</b>										
45			Configure in Production environment	14 days	Tue 10/31/23	Fri 11/17/23										
46			Deployment Go live	1 day	Mon 11/20/23	Mon 11/20/23										
47			<b>Refresher Training</b>	10 days	Tue 11/21/23	Mon 12/4/23										
48			<b>Project Closure Meeting</b>	1 day	Tue 12/5/23	Tue 12/5/23										
49			<b>Post Production Support</b>	90 days	Tue 11/21/23	Mon 3/25/24										
50			<b>Contingency Services</b>	171 days	Mon 3/27/23	Mon 11/20/23										

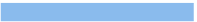
Project: 20230407\_Project Sche  
Date: Fri 4/7/23


Task


Split


Milestone

Summary











Project Summary


Inactive Task


Inactive Milestone

Inactive Summary









Inactive Task

Inactive Milestone


Inactive Summary


Manual Task


Duration-only


Manual Summary Rollup

Manual Summary











Start-only


Finish-only


External Tasks

External Milestone












Deadline

Progress

Manual Progress









## Polk County Utilities - Simplify i3® Enterprise Infrastructure Program Management Solution

[illegible]

EPIC Engineering &amp; Consulting Group, LLC

Polk County Utilities - Simplify i3® Enterprise Infrastructure Program Management Solution

## Task-level Budget

Task #	Task Name	Amount
1	Project Planning, Stakeholder Identification & Kickoff Meeting	\$ 5,280.00
2	Requirements and Reports Compilation and Documentation	\$ 14,520.00
3	Business Process Mapping	\$ 11,880.00
4	Coordination with County IT Team	\$ 3,960.00
5	Requirements and Reports Validation	\$ 3,960.00
6	Initial System Configuration	\$ 36,300.00
7	Reports and Dashboards Configuration	\$ 19,800.00
8	AX/Documentum Integration	\$ 23,100.00
9	Data Migration	\$ 34,320.00
10	User and Administrator Manuals	\$ 10,560.00
11	Training and End User Acceptance Testing	\$ 10,560.00
12	Final System Configuration	\$ 16,500.00
13	Production Deployment	\$ 7,920.00
14	Refresher Training	\$ 6,600.00
15	Post Production Support	\$ 6,600.00
16	Contingency Services	\$ 36,400.00
<i>Cost Estimate for Initial Implementation</i>		<i>\$ 248,260.00</i>

# Staff Labor Rates

## Attachment A-3 Consultant Labor Rate Schedule

EPIC Engineering & Consulting Group, LLC

Polk County Utilities - Simplify i3® Enterprise Infrastructure Program Management Solution

Staff Hourly Rates for Additional Services

Position Classification	Position Code	Raw Rate Low	Raw Rate High	Billing Rate Low	Billing Rate High
Principal	P9	\$74	\$83	\$225	\$253
Sr. Project Manager	P8	\$64	\$72	\$195	\$219
Project Manager	P7	\$62	\$70	\$190	\$214
Sr. Professional IV	P6	\$77	\$87	\$235	\$264
Sr. Professional III	P5	\$70	\$79	\$215	\$242
Sr. Professional II	P4	\$59	\$66	\$180	\$203
Sr. Professional I	P3	\$49	\$55	\$150	\$169
Professional II	P2	\$43	\$48	\$130	\$146
Professional I	P1	\$38	\$42	\$115	\$129
Technician IV	T4	\$33	\$37	\$100	\$113
Technician III	T3	\$30	\$33	\$90	\$101
Technician II	T2	\$26	\$30	\$80	\$90
Technician I	T1	\$23	\$26	\$70	\$79
Years 1-5					

Multiplier = 3.05

Position Classification	Position Code	Raw Rate Low	Raw Rate High	Billing Rate Low	Billing Rate High
Principal	P9	\$83	\$93	\$253	\$285
Sr. Project Manager	P8	\$72	\$81	\$219	\$247
Project Manager	P7	\$70	\$79	\$214	\$241
Sr. Professional IV	P6	\$87	\$98	\$264	\$298
Sr. Professional III	P5	\$79	\$89	\$242	\$272
Sr. Professional II	P4	\$66	\$75	\$203	\$228
Sr. Professional I	P3	\$55	\$62	\$169	\$190
Professional II	P2	\$48	\$54	\$146	\$165
Professional I	P1	\$42	\$48	\$129	\$146
Technician IV	T4	\$37	\$42	\$113	\$127
Technician III	T3	\$33	\$37	\$101	\$114
Technician II	T2	\$30	\$33	\$90	\$101
Technician I	T1	\$26	\$29	\$79	\$89

Years 6-10

Multiplier = 3.05

## Exhibit B

### Minimum Insurance Requirements

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The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Article 8, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Exhibit B, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Cyber Liability. \$2,000,000 for Technology Errors and Omissions (or Technology Professional Liability Coverage) that includes coverage for collection, theft, loss or disclosure of confidential information and data as well as Privacy and Network Security coverage.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2023

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.

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>2502 N Rocky Point Drive</b> <b>Suite 400</b> <b>Tampa, FL 33607</b>	<b>CONTACT NAME:</b> Linda Marini <b>PHONE (A/C, No, Ext):</b> 813 321-7500 <b>E-MAIL ADDRESS:</b> linda.marini@usi.com		<b>FAX (A/C, No):</b> 813 321-7525													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C : Travelers Casualty &amp; Surety Co. of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of America	25674	INSURER B : Phoenix Insurance Company	25623	INSURER C : Travelers Casualty & Surety Co. of Amer	31194	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																
<b>INSURED</b> <b>EPIC Engineering &amp; Consulting Group, LLC</b> <b>1511 East State Road 434 Suite 3033</b> <b>Winter Springs, FL 32708</b>																

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 SUBR INSR 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZPP21P11750	03/16/2022	03/16/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA8L298677	03/16/2022	03/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 <input checked="" type="checkbox"/> RETENTION \$10000	X	X	CUP0N637314	03/16/2022	03/16/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB0K463206	03/16/2022	03/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			106070028	03/16/2022	03/16/2023	\$2,000,000 per claim \$2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.


Project Name: Polk County Utilities - Simplify i3 Enterprise Infrastructure Program Management Solution

Polk County, a political subdivision of the State of Florida, is an Additional Insured with respect to

General Liability arising out of the operations of the insured and to the extent provided by the policy

language or endorsement issued or approved by the insurance carrier as required by written contract.

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b> Polk County, a political subdivision of the State of Florida 330 W. Church St. Bartow, FL 33830	<b>CANCELLATION</b> 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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## DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation in favor of Polk County is included in the General Liability and Worker's Compensation as required by written contract. Insurance provided to additional insured is primary and non contributory.