

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/27/2021

Contract/Lease Control #: C21-3037-AP

Procurement#: PIGGYBACK

Contract/Lease Type: AGREEMENT

Award To/Lessee: YARDI SYSTEMS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2021

Expiration Date: 01/14/2022 W/YEARLY RENEWALS

Description of: REAL PROPERTY & ASSEST MANAGEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: ISTAGE@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

021-3037AP

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TR30 Tracking Number: 4170-21
 Procurement/Contractor/Lessee Name: Yardi Grant Funded: YES ___ NO X
 Purpose: Real Property Asset Management
 Date/Term: 1yr w/ yearly renewals GREATER THAN \$100,000
 Department #: 4201 GREATER THAN \$50,000
 Account #: 552801 \$50,000 OR LESS
 Amount: \$100,000
 Department: AP Dept. Monitor Name: Stage

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 11-18-2020
 Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: NO Fedid bids Grant Name: _____
 _____ Date: _____
 Grants Coordinator Gillian Gordon

Risk Management Review

Approved as written: see email attached Date: 12-1-2020
 Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 12-7-2020
 County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: [Signature] Date: 11-18-2020

IT Review (if applicable)

Approved as written: [Signature] Date: 11-18-2020

DeRita Mason

From: Lisa Price
Sent: Tuesday, December 1, 2020 7:43 AM
To: DeRita Mason
Subject: RE: Proposed Software for Airport

Approved by Risk for insurance purposes.

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, November 18, 2020 11:07 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: FW: Proposed Software for Airport

Good morning,

Please review and approve.

Thank you,

DeRita Mason



DeRita Mason

From: Allyson Oury
Sent: Thursday, November 19, 2020 1:01 PM
To: DeRita Mason
Subject: RE: Proposed Software for Airport

It's in IT ticket #SR-12043. This is Bonnie's note:

Approved with SSO configuration. However we will want the machines that run it to use Edge, not internet Explorer. We will install Edge for you. We are moving away from IE where it is not required due to security reasons.

Allyson Oury, CPA
Airports Chief Financial Officer
Okaloosa County

From: DeRita Mason
Sent: Thursday, November 19, 2020 12:53 PM
To: Allyson Oury <aoury@myokaloosa.com>
Subject: RE: Proposed Software for Airport

Can you send me over the email where IT confirmed for my files?
I am just waiting on legal to review now.
I will let you know when it is approved.

Thank you,

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, December 7, 2020 10:03 AM
To: DeRita Mason; Jeffrey Hyde; Lynn Hoshihara
Subject: RE: Proposed Software for Airport

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
SITINGERS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, December 7, 2020 10:35 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Jeffrey Hyde <jhyde@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Proposed Software for Airport

Kerry,

Please see attached for your review.

DeRita Mason



DeRita Mason
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536



CONTRACT#: C21-3037-AP
YARDI SYSTEMS, INC.
REAL PROPERTY & ASSET MANAGEMENT SOFTWARE
EXPIRES: 01/14/2022 W/ YEARLY RENEWALS

**COOPERATIVE (PIGGYBACK) PURCHASE AGREEMENT
BETWEEN OKALOOSA COUNTY, FLORIDA AND YARDI SYSTEMS, INC.
NO. C21-3037-AP**

OKALOOSA COUNTY, Florida, pursuant to Section 20 of the Okaloosa County Purchasing Manual, now desires to enter into a Cooperative Purchase Agreement (Piggyback) to provide application software and related services to Okaloosa County (the "Services") under the same terms and conditions as the SaaS Subscription Agreement (GSA Contract Number GS-35F-0731P) with Yardi Systems, Inc. ("Contractor"), (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference.

Okaloosa County has reviewed the Agreement and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Contractor hereby agrees to provide such services and prices to Okaloosa County under the same price(s), terms and conditions as the referenced Agreement above. All references in the agreement between the parties shall be assumed to pertain to and are binding upon Contractor and Okaloosa County.

The parties further agree that exclusive venue of any legal or equitable action that arises out of or relates to this agreement or the contract shall be the appropriate state court in Okaloosa County, Florida, in any such action, Florida law shall apply.

Agreed, accepted and consented to the 15 day of January, 2021.

YARDI SYSTEMS, INC.:



Signature

TITLE: Vice President

Dan Campbell

Print Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad Digitally signed by John Hofstad
Date: 2021.01.19 08:43:41 -06'00'
John Hofstad, County Administrator



ATTACHMENT "A"
SaaS Subscription Agreement



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SCHEDULE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

MULTIPLE AWARD SCHEDULE (MAS) – INFORMATION TECHNOLOGY

CONTRACT NUMBER: GS-35F-0731P

CONTRACT PERIOD: August 11, 2019 through August 10, 2024

PRICELIST CURRENT THROUGH: Mass Mod A812, MAS – 5/27/2020

For more information on ordering, visit www.gsa.gov/schedules

CONTRACTOR: Yardi Systems, Inc.
430 South Fairview Ave
Santa Barbara, CA 93117
(800) 866-1124 (telephone)
(805) 699-2041 (facsimile)
www.yardi.com

CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:

Daniel Campbell, Vice President, Government Services
Yardi Systems, Inc.
430 South Fairview Ave
Santa Barbara, CA 93117
805.699.2040 x1430 (telephone)
daniel.campbell@yardi.com

BUSINESS SIZE: Large Business



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CONTRACTOR INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

Large Category: Information Technology

SIN 511210	Software Licenses
SIN 54151	Software Maintenance Services
SIN 54151S	IT Professional Services
SIN OLM	Order-Level Materials

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN 511210	GSA2954	\$.38/transaction
SIN 54151	Phone Support	\$ 113.64/hour
SIN 54151S	Tech Support	\$ 112.44/hour

1c. HOURLY RATES: See page 19

2. MAXIMUM ORDER: See NOTE TO ORDERING ACTIVITIES (below)

SIN 511210	\$500,000
SIN 54151	\$500,000
SIN 54151S	\$500,000
SIN OLM	\$250,000

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned Contactor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: 50 States, DC and US Territories

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

5. POINT(S) OF PRODUCTION: Same as contractor's address.

6. DISCOUNT FROM INTERNAL RATE:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. QUANTITY DISCOUNT: See discount on license quantity purchase.

8. PROMPT PAYMENT TERMS: 2%, Net 10

9. GOVERNMENT PURCHASE CARD:

Accepted for sales at or below the micro-purchase threshold. Not accepted for purchases above the micro-purchase threshold.

10. **FOREIGN ITEMS:** None
- 11a. **TIME OF DELIVERY:** 10 Days ARO
- 11b. **EXPEDITED DELIVERY:** Please contact the Contractor for availability and rates.
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Please contact the Contractor for availability and rates.
- 11d. **URGENT REQUIRMENTS:** N/A
12. **FOB POINT:** Origin
- 13a. **ORDERING ADDRESS:** Same as contractor address above
- 13b. **ORDERING PROCEDURES:**
Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).
14. **PAYMENT ADDRESS:** Same as contractor address above
15. **WARRANTY PROVISION:** See warranty under terms and conditions for SIN 511210
16. **EXPORT PACKING CHARGES:** Not Applicable
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**
Government purchase cards will be acceptable for payment below the micro-purchase threshold.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**
Not Applicable
19. **TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):**
Not Applicable
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** None
21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable
22. **LIST OF PARTICIPATING DEALERS:** None
23. **PREVENTIVE MAINTENANCE :** None
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None
- 24b. **SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:**
Not Applicable
25. **DUNS NUMBER:** 120975172
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES AND PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Limited Warranty from Yardi Software License and Service Agreement

During the term of the Agreement, Licensor (Yardi Systems, Inc.) warrants that the License Program will perform as specified in the Licensed Program Documentation (user manuals) regarding the Licensed Programs agreed to with ordering agency. At any time during the first ninety (90) days after the effective date of the agreement, Client may elect to return the Licensed Programs and cancel this Agreement, in which event, Licensor will refund to Client all amounts paid by Client to Licensor pursuant to this Agreement less reasonable costs for initial set-up, implementation, training and support of the Licensed Programs.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, with additional charge to the Government, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in support of the software. The technical support number 800-947-2233 is available between 6:00A.M. and 4:00P.M. (Pacific Time) Monday through Friday (excluding holidays).

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SiN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

 X 2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (not applicable)

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION (not applicable)

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 511210) (not applicable)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

PRICING

SIN 511210 Term Software Licenses

Yardi Voyager® PUBLIC HOUSING - Property Management and Compliance Software designed for management of public housing properties

A highly effective tool for managing a full range of subsidized housing, from conventional Public Housing to Housing Choice Vouchers and other special subsidized programs. Yardi Public Housing Authority modules offer the only one-stop solution for all types of low-income and affordable housing program management, including Project Based Tenant Assistance and Low Income Tax Credit Compliance. In addition, this program offers full financial transaction processing including payables, purchasing, AR and cash collections. Regardless of the complexity of your portfolio, Yardi's integrated solution facilitates operations and reduces time and resource requirements by providing a single database with a user-friendly interface including drill-down to a powerful general ledger at the core.

PRODUCT/MODULE	Yardi #	Cloud-Host (ANNUAL LICENSE FEE)
UNIT BASED PROGRAM		
Voyager Property Management (includes iWait)	GSA1053	\$16.72/unit ¹
ADD-ON MODULES		
Voyager Affordable (includes Tax Credit and iWait)	GSA1031	\$3.67/unit
Voyager Construction (including Grant Management)	GSA1040	Included
Voyager Budget and Forecast	GSA1035	\$3.67/unit
Voyager Inspections	GSA1049	Included
Mobile Inspections (PHA)	GSA1050	\$1.67/unit
ADDITIONAL FEES		
Additional DUs	GSA2541	\$418.14/DU
Start-up Fees	GSA1077	\$250.88/DU

Notes:

1. Pricing for Property Management module applies to total number of units within a building. Minimum of 1,000 units required.
2. Designated Users (DU)= Total licensed users or operators to use system. Included is 1 DU per 100 units.
3. All pricing includes the .75% Industrial Funding Fee.

Yardi Voyager® MILITARY HOUSING - Property Management Software designed for management of government owned and leased military housing properties

Yardi's highly regarded commercial property management software is now customized for managing government owned and leased military housing. Manage occupancy across installations, and view data by several key military attributes, such as service branch, facility pay grade category, service member pay grade, and BAH rate. Service member demographics, such as family members, rank, and disability are all provided, and additional user-defined data fields can be added with little effort. In addition to standard leasing functionality, Yardi also provides functionality for Maintenance and Inspections to manage facilities. A robust military reporting package is included, and user query tools are also available. Military-specific interfaces are available to DFAS, Yardi Wait List, MAC, and DEERS. As with all Yardi modules, this application is web-based.

PRODUCT/MODULE	Yardi #	Cloud-Host (ANNUAL LICENSE FEE)
UNIT-BASED PROGRAMS		
Voyager Property Management (Family Housing)	GSA1061	\$22.06/unit1
Voyager Property Management (Unaccompanied Housing)	GSA8237	\$22.06/unit1
ADD-ON MODULES		
Military Waitlist Interface	GSA1062	\$3.67/unit
Military Café	GSA8270	\$7.35/unit
Fixed Assets	GSA2145	\$3.67/unit
Inventory Control	GSA2146	\$7.35/unit
ADDITIONAL FEES		
Start-Up Fees	GSA1077	\$220.65/DU ²

Notes:

1. Pricing for Property Management module applies to total number of units within a building. Minimum of 1,000 units required.
2. Designated Users (DU)= Total licensed users or operators to use system. Included is 1 DU per 100 units.
3. All pricing includes the .75% Industrial Funding Fee.

Yardi Voyager® COMMERCIAL REAL ESTATE - Property Management and Investment Software designed for management of commercial real estate properties

A highly effective tool for managing the full range of commercial real estate assets, from office to warehouse and retail properties. In addition, this program offers full financial transaction processing including payables, purchasing, AR and cash collections. Regardless of the complexity of your portfolio, Yardi's integrated solution facilitates operations and reduces time and resource requirements by providing a single database with user-friendly interface including drill-down to a powerful general ledger at the core.

PRODUCT/MODULE	Yardi #	Cloud-Host (ANNUAL LICENSE FEE)
DESIGNATED USER BASED PROGRAM		
Voyager Commercial Property Management	GSA2204	\$2327.46/unit ²
ADD-ON MODULES		
CheckScan Self Serve(requires online payments)	GSA2954	\$0.388/trans
Online Payments (Requires CommercialCAFE)	GSA2956	\$0.388/trans
P2Pplus Self Service	GSA8156	\$0.776/trans
P2Pplus Full Service	GSA8157	\$1.74/trans ³
Construction	GSA1040	\$775.82/DU
Inventory Control	GSA2146	\$775.82/DU
Fixed Assets	GSA2145	\$775.82/DU
Limited Use Maintenance Users	GSA2143	\$387.91/DU
CommercialCAFE	GSA2249	\$775.82/property
Investment Management	GSA2326	\$5440.81/DU
Advanced Accounting	GSA2624	\$9697.75/5 DU's
Advanced Budgeting	GSA2168	\$1,158.69/DU ³
Added Regions	GSA2332	\$23,173.80/region ⁴
Orion Document Management (Commercial)	GSA8135	\$775.82/DU
ADDITIONAL FEES		
Start-up Fees	GSA1077	\$232.75/DU

Notes:

1. Pricing for commercial management modules applies to total number of Designated Users (DUs) accessing the system. Minimum of 10 users required for Annual Fee pricing.
2. Designated Users (DU)= Total licensed users or operators to use system.
3. Minimums apply.
4. Regions available are 1) UK/Europe 2) North America 3) Australia 4) Asia 5) South America.
5. All pricing includes the .75% Industrial Funding Fee.

PRICING

SIN 54151 Maintenance of Software as a Service

Product Support Services: Yardi shall provide technical support and maintenance for the Licensed Programs through its account managers and technical staff to Client's designated contact for day to day operational inquiries by Client through telephone or e-mail contacts. Every client has access to Yardi's dedicated support site, Yardi Client Central. There you will find the latest training videos, documentation, release notes, and technical tips 24 hours a day. Product support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include any data conversion. These services, if ordered, are specified as Additional Services specified herein below.

Total Hours Included: The total amount of support time included in the fees in this Agreement will be calculated at the rate specified in the pricelists. Any annual periods covered by an Agreement shall begin on the Effective Date of the Agreement and shall not include unused support time from prior years. If additional hours of technical support are needed by the Client during each annual period, additional hours may be purchased at the rates specified for Additional Services herein below.

Yardi Voyager TM

ITEM	ANNUAL LICENSE
Annual Support & Upgrades	Includes .1% on annual software amount ¹
ADDITIONAL SERVICES	RATE
Implementation, Training, Development/Needs Analysis, Data Conversion Services, Custom Programming/Report Writing	\$189.41/hour (plus expenses)
Phone Support	\$113.64/hour

Notes:

1. Number of annual support hours is based on .1% of the total software costs included in the contract.
2. Annual support & upgrades include license fees, updates/upgrades, designated users and computer hours of software phone support. All calls into phone support will be billable, unless related to a software error or for the purpose of providing user set-up assistance and guidance in the implementation of the software.
3. All pricing includes the .75% Industrial Funding Fee.

ADDITIONAL SERVICES

IMPLEMENTATION

Client shall provide, at the location designated the computer equipment on which the Licensed Programs are to be installed. Client agrees that such computer equipment shall be installed and fully operational before beginning installation of the Licensed Programs and that this functionality is the responsibility of the Client. The Licensed Programs shall be installed only at the location specified in the Specific Terms. Client shall grant Yardi access to the site and computer equipment as determined and for the period of time required for implementation and/or training and shall give Yardi priority use of such equipment during those periods. Database and network administration will be the responsibility of the client.

TRAINING

Yardi is committed to meeting each client organization's training needs. We offer a wide variety of cost-effective learning resources, from self-service video tutorials and webinar sessions to follow-up training at client offices and at Yardi user conferences. Hands-on, uninterrupted training for users and IT staff is available to better understand our programs or to help smoothly handle the transition to our product. Onsite training is available or classroom training is held in Santa Barbara, CA, Dallas, TX and Raleigh-Durham, NC.

DEVELOPMENT/NEEDS ANALYSIS

Yardi formulates/defines system scope and objectives for assigned projects by devising or modifying procedures to solve complex problems considering computer equipment capacity and limitation, operating time and form of desired results. Yardi can prepare detailed specifications from which programs will be written and could be responsible for program design, coding, testing, debugging and documentation. Yardi has full technical knowledge of all phases of applications systems analysis and programming. May be responsible for quality assurance review.

Yardi assists clients in selecting the most appropriate equipment and platform for their needs. We tailor an implementation plan to our client's schedule. We help clients establish and meet internal goals to ensure that Yardi's software installation is smooth, efficient, and timely.

DATA CONVERSION SERVICES

Part of a successful implementation is the proper transfer of data from an old system to a new Yardi system. Yardi's data conversion services help clients streamline the automatic conversion of key data. Yardi provides technical analysis, design and development support for data conversion/electronic data exchange information systems. We utilize national and international protocols and standards to develop electronic data communications capabilities. Yardi also defines and develops supporting technical and operational documentation as well as supporting database systems. Electronic data conversion is available on a pre-scheduled basis. Client will be billed for electronic conversion services, if ordered at the hourly rate specified. Data preparation and post conversion 'clean-up' is inherent in any data conversion. Additional costs associated with client's conversion are billable against support hours. Unless otherwise agreed, client shall be solely responsible for data conversion, data entry and verification of data.

CUSTOM PROGRAMMING/REPORT WRITING

Yardi analyses functional business applications and design specifications for functional activities by developing block diagrams and logic flow charts and then translating the detailed design to the programmer. Yardi maintains current release levels on all related software. We modify existing operating systems software as well as create special purpose software or operating system routines to ensure the efficiency and integrity of the operating systems and applications software.

APPLICATION/PHONE SUPPORT

At a mutually agreed time, we transfer application support from the implementation project manager to an account manager. Organized in market- and region-specific teams, Yardi account managers work with a single point of contact in the client's organization to deliver an invaluable first-line support. Our standard support plan includes a block of support hours via a toll-free hotline or email from 8 am to 5 pm local time Monday through Friday. Off-hour or extended support can be arranged as needed, although the standard plan addresses most of our clients' needs.

HOSTING CONNECTIVITY SUPPORT

Yardi clients receive 24/7/365 connectivity support from our dedicated Yardi Cloud Services team.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS -COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I --OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

IT Services, Training & Consulting

For every real estate market, Yardi has the industry-leading asset and property management solution. Whether your portfolio is commercial, residential, or mixed—no matter where your properties are located, Yardi offers you superior tools to centralize and manage every aspect of your business with unparalleled efficiency and ease.

Client Services

Our comprehensive client support program offers a wide variety of services, including professional services, system implementation, training, technical support, custom programming, application hosting, and more services key to maximizing your success.

Yardi Hosting Services

With Yardi's Application Service Provider (ASP) Hosting Service, your real estate enterprise benefits from the power and performance of our state-of-the-art Voyager suite of products, while relying on Yardi to provide and maintain the IT infrastructure, support services, staff and security necessary to keep your system operating at peak efficiency.

Client Central

As a Yardi client, have access to interactive case management, knowledge base, online implementation tools and training, product documentation and release notes, Yardi User Forum, general news items, and technical tips 24 hours a day.

Professional Services Group

Our Professional Services Group can assist you with implementation services, project management, needs analysis, data conversion, customization and tailored training to ensure that you gain maximum value from your Yardi software.

Training Services

Yardi Systems is committed to meeting the training needs of your business and offers a wide variety of cost-effective learning resources to suit the individual learning needs of your employees. We offer both on-site and online training, classroom training, tailored training manuals, user conferences, and more.

Consultants

In addition to our own in-house Professional Services Group, Yardi works with many independent consultants all over the world who can also assist you with implementation and a variety of other services for your Yardi software.

PRICING
SIN 54151S IT Professional Services

Labor Category	Price
Project Manager	\$210.82
Consultant III	\$187.40
Consultant II	\$168.66
Consultant I	\$140.55
Tech Support Rep	\$112.44
Senior Developer	\$234.24
Developer	\$187.40
Programmer/Report Writer	\$187.40
Systems Trainer	\$187.40
Software Analyst	\$187.40

Service Contract Act: The Service Contract Act (SCA) is applicable to this contract as it applies to the entire PSS MOBIS Schedule and all services provided. While no specific labor categories have been identified as being subject to SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCA eligible labor categories. If and / or when the contractor adds SCA labor categories / employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCA matrix identifying the GSA labor category titles, the occupational code, SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

SIN 54151S DESCRIPTION OF IT SERVICES (Labor Categories)

Project Manager

Minimum/General Experience:

B.S. or B.A. Degree with minimum of 10 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:

Senior executive responsible for supervision of IT software development, integration, maintenance projects, and/or telecommunications systems. Must be capable of leading projects that involve the successful management of teams composed of data processing and other information management professionals who have been involved in analysis, design, integration, testing, documenting, converting, extending, and implementing automated information and/or telecommunications systems. Performs day-to-day management of overall contract support operations, possibly involving multiple projects and groups of personnel at multiple locations. Organizes, directs, and coordinates the planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities. Conducts and or participates in project staff meetings and client meetings to resolve issues staff, tools and methods.

Consultant III

Minimum/General Experience:

B.S. or B.A. Degree with minimum of 10 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:

Senior consultant responsible for oversight and automation of complex IT business practices within the time frame specified by the customer and that all of the requirements are met. Must be able to assess products and procedures for compliance with government standards, accounting principles, and multitiered system application standards. Must be able to grasp interrelationships between financial management requirements and automation solutions, considering the current system environment and the potential integration of added systems concurrently or later. Prepares milestone status reports and presentations for colleagues, subordinates, and end user representatives. Coordinates all aspects of complex financial application automation, requesting guidance only in extremely difficult situations. Completes objectives independently within the negotiated budget. Directs the activities of more junior consultants or other staff as necessary on activities related to the application of analytical techniques and methodologies. Demonstrated managerial and supervisory skills.

Consultant II

Minimum/General Experience:

B.S. or B.A. Degree with minimum of 8 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:

Possesses expert-level knowledge and experience applying analytic methodologies and principles to address client needs. Must be able to clearly define government financial business practices for integration into the government financial business system. Identifies potential problems and solutions through analysis identifying recommended solutions. Must be able to work with functional specialists, automation specialists, contractors, vendors, and customers to effectively automate the customer's requirements into an automated application. Acts as a focal point for coordinating all disciplines in the recommended solution. Must be able to apply state-of-the-art applications that will effectively automate financial/real estate applications in the most effective manner while adhering to the established accounting principles and practices. Works closely with Senior Consultant. Directs the activities of junior staff as necessary.

Consultant I

Minimum/General Experience:

B.S. or B.A. Degree with minimum of 6 years experience in IT business consulting and/or technical related environments.

Functional Responsibility:

Under general supervision, assists in determining the feasibility of automating government financial business practices. Must be able to define governmental financial business practices and electronic commerce and electronic data interchange (EC/EDI) opportunities and to incorporate the defined processes into an automated solution that includes relational databases and distributed systems. Supports consulting functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Must be able to communicate with both IT- and end user individuals. Applies sound accounting and data processing principles while developing automated processes to fit an existing financial/real estate application.

Tech Support Rep

Minimum/General Experience:

Associates Degree with minimum of 3 years of experience providing technical help phone/desk support. Knowledge of accounting or property management preferred. Have a knowledge and understanding of applicable technical concepts and practices. An Associate's Degree or a related Technical Certificate from a Technical School or recognized Vocational Program or two years additional experience in lieu of education.

Functional Responsibility:

Provide phone technical and operational support to clients using Yardi software. Serve as the point of contact for troubleshooting hardware, software, workstation, network and peripheral problems. Develop and maintain status reports and records.

Sr. Developer

Minimum/General Experience:

B.A. or B.S. with minimum of 5 years experience as a software developer. Knowledge and understanding of applicable technical concepts and practices is required. In lieu of education an additional four years experience is required.

Functional Responsibility:

Formulates/defines system scope and objectives for assigned projects. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitation, operating time and form of desired results. Prepares detailed specifications from which programs will be written. May be responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of applications systems analysis and programming. May be responsible for quality assurance review.

Developer

Minimum/General Experience:

B.A. or B.S. with minimum of 3 years experience as a software developer. Knowledge and understanding of applicable technical concepts and practices is required. In lieu of education an additional three years experience is required.

Functional Responsibility:

Analyses functional business applications and design specification for functional activities. Develops block diagrams and logic flow charts. Translates detailed design to programmer. Maintains current release levels on all related software. Maintain backups of all related software. Define and maintain recovery documentation and procedures for all related software. Modify existing software as well as create special purpose software or operating system routines. Ensure the efficiency and integrity of the systems and applications software.

Programmer/Report Writer

Minimum/General Experience:

B.A. or B.S. with minimum of 5 years experience as a software programmer. A knowledge and understanding of applicable technical concepts and practices is required. In lieu of education an additional two years experience is required.

Functional Responsibility:

Analyses functional business applications and design specification for functional activities. Develops block diagrams and logic flow charts. Translates detailed design to programmer. Maintains current release levels on all related software. Maintain backups of all related software. Define and maintain recovery documentation and procedures for all related software. Modify existing operating systems software as well as create special purpose software or operating system routines. Ensure the efficiency and integrity of the operating systems and applications software.

Systems Trainer

Minimum/General Experience

B.A. or B.S. with minimum of 5 years experience providing training and implementing accounting or property management software. A Bachelor's Degree is required. In lieu of education an additional five years experience is required.

Functional Responsibility:

Responsible for all activity associated with training and implementation of the Yardi software. May oversee contract fulfillment and service levels of an outstanding training function. Consults with Yardi and client personnel to coordinate activities. Prepares activity and progress reports.

Software Analyst

Minimum/General Experience:

B.A. or B.S. with minimum of 5 years experience providing electronic data conversion/electronic data exchange information systems and associated systems development and operational support. Have a knowledge and understanding of applicable technical concepts and practices. In lieu of education an additional five years of education is required.

Functional Responsibility:

Provide technical analysis, design and development support for data conversion/electronic data exchange information systems. Utilizes national and international protocols and standards to develop electronic data communications capabilities. Define and develop supporting technical and operational documentation as well as supporting database systems.

ATTACHMENT A – SAAS SUBSCRIPTION AGREEMENT

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("Yardi"), and Okaloosa County, with offices at 1701 State Road 85 N, Elgin AFB, FL 32542 ("Client" or "GSA Customer") enter into this agreement (this "Agreement") effective as of the date executed below ("Effective Date").

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Internal Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee, Contractors, or independent contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Internal Purposes.

g. "**Effective Date**" means the date of the last party signature on this Agreement.

h. "**Fees**" means the fees identified in an applicable GSA Customer Purchase Order ("Order") due under this Agreement.

i. "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including such as acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers.

j. "**Initiation Date**" means the first day of the month immediately following that date which is two weeks after the Effective Date.

k. "**Licensed Programs**" means the software program(s) identified in an applicable Order.

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique user name and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Use**" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Program Documentation by Designated Users solely for Internal Purposes.

p. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

q. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Internal Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Internal Purposes and subject to the terms of use then presented on Client Central. In the event of any conflicts between the terms of this Agreement and the terms of use then presented on Client Central, the terms of this Agreement shall control. For the avoidance of doubt, the parties acknowledge that an individual Designated User shall be bound by the terms of use then presented on Client Central to the extent such terms of use do not conflict with this Agreement; provided, however, that it is acknowledged that an individual Designated User may not have the authority to bind the Client to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Internal Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed

Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair. Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's Anniversary Date (the "Initial Term") unless earlier terminated in accord with section 3(b) (Termination).

b. **Termination.** When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Yardi shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. When the end user is not an instrumentality of the U.S., a party may terminate upon providing the other party written notice of the material breach and a reasonable time to cure given the nature of the breach and industry practices and standards for cure of such a breach.

c. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; and (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled.

d. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in an applicable Order and the underlying GSA Schedule Contract.

b. **Taxes.** Taxes are subject to FAR 52.212-4(k) which provides that the contract price shall include all federal, state and local taxes and duties. Yardi shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer

agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Yardi or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client, subject to Government security requirements or via telecommunications as specified in a new or modified Order. Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the execution of a new or modified Order based on the fees set forth in the GSA Schedule Pricelist.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client acknowledges that training services for more than 12 Client trainees require Client to order 1 additional Yardi trainer for each 12 Client trainees in excess of 12.

d. **Data Conversion.** Client must order electronic data conversion services, pursuant to the execution of a new or modified Order. Absent an agreement to the contrary, Client shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "Testing Period") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. Users and Passwords.

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in an applicable Order. Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each

Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. Application Support & Upgrades.

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s). Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, are available subject to the execution of a new or modified Order. Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues, but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in an applicable Order.

f. **Application Support Hours.** Yardi's application support hours are from 6:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding federal holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority

1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. Client Data.

a. **Client Data Storage.** Subject to Force Majeure Events as defined in FAR 52.212-4(f), Yardi agrees to store Client Data on a database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized 3rd party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized 3rd party access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information (excluding the prices stated in the GSA Schedule Pricelist); (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; and (ix) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as

confidential at the time of disclosure.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees, independent contractors, or Contractors (collectively "Personnel") may use Confidential Information only for the specific internal purpose for which it was made available and not for any other purpose. The Receiving Party's Personnel may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its Personnel for the purpose of enabling any such Personnel to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its Personnel who need to know such information, and the Receiving Party certifies that such Personnel have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized Use or disclosure of Disclosing Party's Confidential Information. When the end user is an instrumentality of the U.S. Government, neither this Agreement nor the Schedule Pricelist shall be deemed "Confidential Information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory, or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

c. **Exclusions from Nondisclosure and Nonuse Obligations.** The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's Personnel independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by federal law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable federal law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information and Other Materials.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information and materials furnished to the Receiving Party, and the Receiving Party agrees to provide a written representative's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Program Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver. REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION**

WITH THIS AGREEMENT.

b. **Liability Limit.** IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY YARDI'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Program Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Program Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title and interest in and to Client Data.

13. Indemnification.

a. **Indemnity.** Yardi agrees to indemnify and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs, Licensed Program Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets

b. **Indemnity Conditions.** Yardi's defense and indemnification obligation per section 13(a) (Indemnity) is conditioned upon the following: (i) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (ii) Client providing Yardi with an opportunity to defend or intervene in any litigation at its own expense, through counsel of its choosing and (iii) Yardi's reasonable cooperation with the Government in the defense and settlement of the claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. § 516. Yardi may defend the Client to the extent not prohibited by 28 U.S.C. § 516.

c. **Order Against Continued Use.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in a final order against Client's continued Use of the Licensed Programs, Yardi will: (i) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (ii) work with the Government to secure Client's right to continue Use of the Licensed Programs; or (iii) if neither (i) or (ii) is commercially

practicable, either party may terminate this Agreement upon written notice to the other party.

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "Programming Services") pursuant to the execution of a new or modified Order.

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in an applicable Order based on the GSA Schedule Pricelist. Client will otherwise initiate Programming Service requests by executing a new or modified Order.

c. **Deliverables License.** , Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "Permitted Exceptions"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void. Assignment by Yardi is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Except as otherwise agreed to in an applicable Order, Yardi may change the location of the servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, Yardi Cloud Services, and the Licensed Programs.

18. General Provisions.

a. **No Agency Relationship.** Nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the Personnel or representatives of one of the parties into Personnel or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the Federal laws of the United States.

c. **Venue.** Jurisdiction and venue shall be determined by the applicable federal statute.

d. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

e. Notices.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth in an applicable Order.

(ii) Either party may change its record address by giving written notice of such change to the other party.

f. Waiver. The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

g. Severability. If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

h. Headings. This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

i. Data Use. Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant or resident in such aggregated form.

j. Entire Agreement. This Agreement, the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders constitute the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supersede all prior and contemporaneous understandings or agreements of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

k. Non-Solicit/Non-Hire. The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

l. Modification. The parties may only modify or amend this Agreement by a writing signed by both parties.

m. Force Majeure. Pursuant to FAR 52.212-4(f), the

parties shall be liable for default unless nonperformance is caused by an occurrence beyond its reasonable control and without its fault or negligence such as acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. The party claiming a force majeure event shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

n. Signature; Counterparts. Both parties' signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

OKALOOSA COUNTY ("Client")

By: John Hofstad Digitally signed by John Hofstad
Date: 2021.01.08 10:37:10 -06'00'
Date: _____
Print Name: John Hofstad
Title: County Administrator

YARDI SYSTEMS, INC. ("Yardi")

By: Campbell Digitally signed by Campbell
III, Daniel H. ORC3010031672.ID
Date: 2021.01.19 09:31:09'00'
Date: 01/19/2021
Print Name: Dan Campbell
Title: VP

SCHEDULE A

Fee Schedule

Yardi Pin #: 100096853

Yardi Order #: 241646

SaaS Select Annual Fees

License	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
GSA: Voyager for Government	DU	5	\$2,327.46	\$0.00	\$2,327.46	\$11,637.30
GSA: CommercialCafe Portal	Property	13	\$775.82	\$0.00	\$775.82	\$10,085.66
ETL InterfaceConnect	each	1	\$25,000.00	(\$15,000.00)	\$10,000.00	\$10,000.00
Total						\$31,722.96

Monthly Fees

License	UOM	Count	\$/UOM	Monthly Fee
Payment Processing v2	transaction	100	per PPv2 Fees	TBD
Total				TBD

One-Time Fees

Service	UOM	Count	\$/UOM	One-Time Fee
GSA: Implementation/Training	hour	284	\$189.41	billed in arrears

Total Fees Due

Annual Fee	\$31,722.96
Monthly Fee	TBD billed monthly
Sub-Total	\$31,722.96
Sales Tax	as applicable
Total Due	\$31,722.96

Additional Terms

- PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
- GSA: IMPLEMENTATION/TRAINING PAYMENT TERMS:** Yardi shall invoice Client for Implementation/Training and travel expenses monthly in arrears and Client shall pay such invoices within 30 days of the Invoice date.
- Additional terms are set forth in the following schedules to this Agreement:
 - B – Yardi SaaS Subscription Services and Governance Schedule
 - C – Additional Terms
 - D – GSA: Implementation/Training

SCHEDULE B

Yardi SaaS Subscription Services and Governance Schedule

Server Management

Yardi will provide server management for Yardi Cloud servers running the Voyager Licensed Programs per the following guidelines:

1. All Yardi Cloud servers are virtualized;
2. Yardi will allocate to Client the resources required to maintain and deliver the Voyager Licensed Program in accord with the terms of paragraphs 2 (Data and File Management) and 4 (Licensed Programs Support and Governance of Use) below;
3. All Voyager Licensed Programs production servers are configured for high availability with redundancy within the Yardi Cloud;
4. Non-production servers are not configured for high availability;
5. Yardi will provide the following managed services as they relate to the Yardi Cloud:
 - a. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft Operating System;
 - b. Installation, maintenance (Microsoft patches and upgrades) and licensing of Microsoft SQL Server;
 - c. Installation, maintenance (Yardi patches and upgrades) for the Licensed Programs;
 - d. Installation, maintenance (vendor patches and upgrades) and licensing of security and anti-virus software;
 - e. Installation, maintenance (vendor patches and upgrades) and licensing of monitoring software; and
6. Yardi reserves the right to upgrade the Yardi Cloud (both the physical and virtual aspects) upon notice to Client where, in Yardi's reasonable discretion, the upgrade is necessary to keep the Yardi Cloud secure and technically industry standard.

Data and File Management

Yardi will provide Voyager Licensed Program data and file management services per the following guidelines.

1. Yardi will provide Client one live and one test database for the Voyager Licensed Program.
2. Yardi will provide up to 1TB of Voyager Licensed Program Combined Storage (defined below) at no additional charge. Client may purchase additional Voyager Licensed Program Combined Storage at Yardi's then-current prevailing rate at the time of Client's request. "**Combined Storage**" means:
 - a. Voyager Licensed Program Client Data file storage on Voyager Licensed Program file servers; and
 - b. Voyager Licensed Program Client Data storage held within database servers and utilized by the Voyager Licensed Program.
3. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time; and.
4. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program production data center, as well as to a separate, Voyager Licensed Program off-site disaster recovery location.

Client Access

Yardi will allow Client access to the Yardi Cloud via the following methods.

1. Via Internet URL to access and operate the Voyager Licensed Program Licensed Programs.
2. Via remote access the following, depending on operating requirements:
 - a. The Voyager Licensed Program's reports path for management of the Voyager Licensed Program support files;
 - b. A Voyager Licensed Program database-level query tool;
 - c. Voyager Licensed Program Client-server-based system administration tools provided by Yardi.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Voyager Licensed Program per the following guidelines.

1. Implementation, consulting and support of the Voyager Licensed Program and the Voyager Licensed Program deployed components, where applicable;
2. Yardi will periodically make available to Client (at no additional cost to Client) updates, upgrades and current versions of the Voyager Licensed Program which will include corrections, enhancements, and/or improvements. Client reserves the right to refuse updates and upgrades of the Voyager Licensed Program; provided, however, that Yardi reserves the right to cease application support services for versions of the Voyager Licensed Program more than 2 years older than the latest version of the Voyager Licensed Program generally released to Yardi's clients.

Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Voyager Licensed Program, Voyager Licensed Program updates/upgrades, and one application support hour per \$1,000.00 of Client's annual Fees. Clients installing the Voyager Licensed Program for the first time shall receive 35 additional application support hours for the first year only (i.e., until Client's first Anniversary Date) at no additional charge. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted Voyager Licensed Program application support allotment except when related to a Software Error. "**Software Error**" means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Program Documentation. Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac and incorporated into this Agreement by this reference, as they may be amended from time to time (the "**Payment Processing Terms**"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect.

a. Definitions.

- (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
- (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
- (3) "**Check 21**" means the Check for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
- (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
- (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
- (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
- (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
- (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User charges made using Payment Network branded payment methods and ACH methods.
- (9) "**Transaction**" means a debit or a credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and resubmission of rejected items, but not including a Bill-Pay Payment.
- (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOcafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
- (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.

- b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.

- (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):

Payment Processing (for accounts receivable):

- a) **CHECKscan: \$0.50**
- b) **ACH: \$0.39**
- c) **Signature Debit Cards:** see online terms provided in the hyperlink above
- d) **Credit Cards:** see online terms provided in the hyperlink above
- e) **Monthly transaction minimum:** If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the CHECKscan rate outlined above. Client will be invoiced for actual Transactions processed for nine months commencing on the effective date of the document in which Payment Processing v2 was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.

Yardi Bill-Pay (for accounts payable):

- a) **ACH and Check Writing via Check Bill-Pay Payments: \$1.00**

TPPS (for accounts receivable):

- a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
- b) **TPPS CHECKscan:** see Payment Processing (for accounts receivables) above
- c) **TPPS ACH:** see Payment Processing (for accounts receivables) above

TPPS (for accounts payable):

- a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
- b) **TPPS ACH and Check Writing via Check Bill-Pay Payments:** see Yardi Bill-Pay (for accounts payable) above

- (2) **Tenant-Paid Transactions.** (i) Client desires that Yardi assess each User directly any Fees applicable to each User-initiated Transaction. (ii) Notwithstanding any other term to the contrary, for all Transactions that are designated by Client as the responsibility of User, any fees or charges imposed by a processing institution, correspondent bank, merchant bank or other institution other than the original Transaction Fee (such as Chargebacks and Retrieval Fees) shall at all times be the sole responsibility of Client and not User, which Client acknowledges and agrees to pay.
- (3) The Fees set forth above may be amended by Yardi in its reasonable sole discretion. Yardi will, upon Client's written request, provide Client with the then-current schedule of Fees.

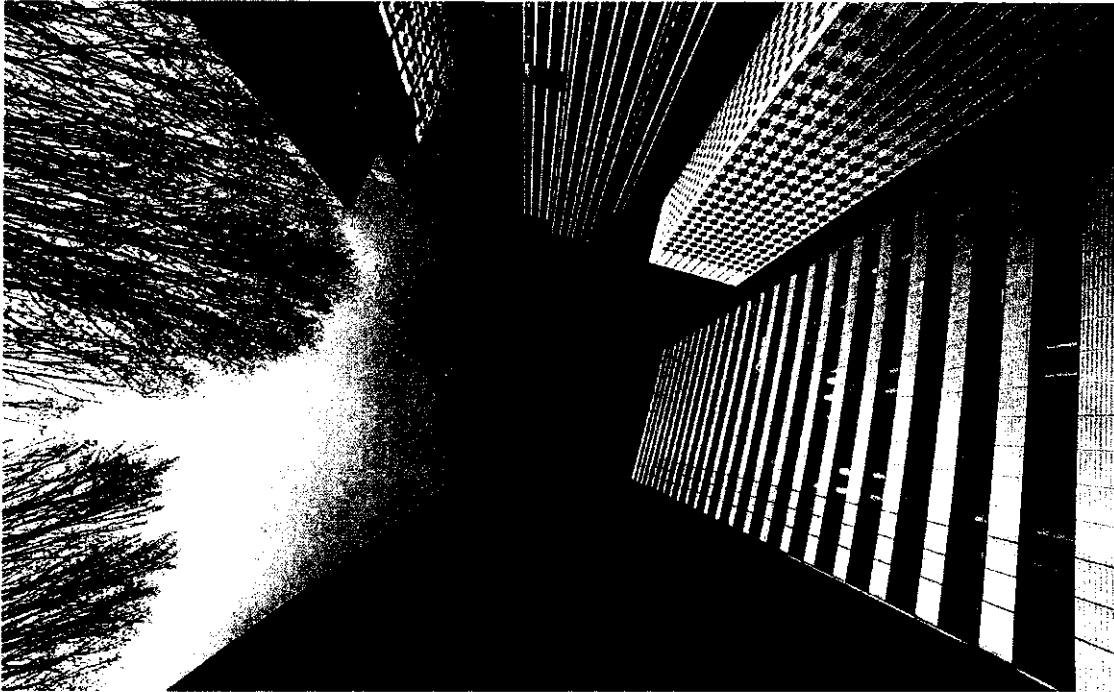
Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.

SCHEDULE D

GSA: Implementation/Training

Attached separately paginated.



Okaloosa County Airport



Project: Property and Leasing Management Solution
Date of Proposal: 10/12/2020
Version: 1
Author: Mark Augustson, Project Solution Manager, Specialty Solutions
Client Contact(s): SPOC
Proposal Expiration: All terms of this proposal are subject to review and/or revision after 90 days.

NOTICE: This document: (1) contains confidential and proprietary information; (2) is protected by copyright and other intellectual property laws; and (3) is intended solely for Yardi Systems, Inc. licensees in connection with their use of Yardi software. Use of this document is subject to the terms and conditions of a Yardi Systems, Inc. software license agreement including, but not limited to, restrictions on its use and disclosure.

Okaloosa County Airport

Yardi Voyager Project Assumptions

#	Topic	Details
1	Project Approach and Duration	<p>This proposal is based on a 20 Week project duration. If the duration changes, project management cost and effort will change accordingly.</p> <p>Yardi's PSG will assist Okaloosa County Airport in implementing the software solutions outlined below in Section 5. Products. The Yardi team will also provide project management, training, and day-to-day support during implementation.</p> <p>Phase 1: Core Voyager - Estimated 12 weeks Phase 2: CommercialCafe Tenant Portal and Payment Processing - Estimated 8 weeks.</p>
2	Project Meetings	<p>Yardi's project methodology includes the following administrative project meetings:</p> <p>Kickoff Meeting Weekly Status Meeting Design Work Sessions</p> <p>Two Yardi participants will attend a 30-minute kickoff meeting.</p> <p>This proposal assumes that approximately one Yardi participants will attend each weekly status meeting. Additional attendees or days will increase our estimate.</p> <p>Our estimate is based on a minimum of two members from the Okaloosa County Airport organization participating in each session. All participants will take notes, and Yardi will summarize/consolidate them. All participants must sign off on meeting notes.</p>
3	Staffing	<p>Yardi: The Yardi project team may consist of the following:</p> <ul style="list-style-type: none"> - Project Director - Project Manager - Subject Matter Expert(s) - Consultants (technical and functional) - Development resources (as necessary) <p>This service proposal outlines the team members' involvement throughout the project.</p> <p>Okaloosa County Airport will dedicate team members to execute the implementation project plan, including:</p> <ul style="list-style-type: none"> - Project Sponsor - Project Manager - Core Team - Pilot Team - Subject Matter Expert(s) <p>The team will include representatives from management, operations, IT, and accounting/finance. These individuals will spend 20% to 75% of their work week on project-related tasks. Their timely availability to assist with design, setup, and testing tasks is critical to the project's success.</p>
4	Project Locations	<p>Implementation and training activities will be conducted at Okaloosa County Airport's office and remotely. Once the project kickoff has occurred, the project team will jointly create a critical date schedule and project plan. The resource calendar produced during this stage will define which tasks will be completed on site versus remotely. <u>Certain project tasks require on-site meetings.</u></p>
5	Products	<p>The implementation will include the following Yardi products and processes:</p> <p>Yardi Voyager General Ledger</p> <p>Includes standard functionality for options and amendments, CAM/recoveries, straight-line, retail/percentage rent, and correspondence management.</p> <p>Includes standard features for chart of accounts, banks, books, and bank reconciliation. Does not include intercompany, segments, or bank book.</p>

#	Topic	Details
	Accounts Receivable	Includes standard features for charge codes and tenant-based receivable transactions.
	Accounts Payable	Includes standard features for vendors, check format, and payable-based transactions.
	Yardi CommercialCafe Tenant Portal	This product is implemented by Yardi's dedicated COMMERCIALCafé group to give landlords/property managers the ability to communicate with tenants, as well as for tenants to be able to submit work order information and pay rental charges. Implementation includes Tenant Portal setup for up to 10 properties.
	Yardi Payment Processing	Includes standard features for streamlining fee/payment collection. Required for Yardi CommercialCafe Tenant Portal.
	Yardi ETL	Includes standard ETL templates and Yardi Task Runner configuration for populating the database with Okaloosa County Airport's assets, as well as configuring interface with existing ERP.
6	Migration Approach	Source data: Okaloosa County Airport's current platform, including hard/paper copies of existing lease agreements; extract data and populate import templates and manual entry
7	Approach	Yardi will assist Okaloosa County Airport with implementing Yardi Voyager and Yardi Inspections.
8	Test Approach User Acceptance Testing (UAT):	Yardi will assist Okaloosa County Airport with the following objectives: Final testing and acceptance of system design, functionality, and related processes. The test plan will include actual scenarios using a representative set (up to 10% of total portfolio) of properties/entities.
9	Report Analysis Reports Included in Analysis:	Okaloosa County Airport will provide Yardi with the results of the catalog and report comparison analysis to determine which reports will be considered the reporting package. 0
11	Policies and Procedures	Okaloosa County Airport will complete future documentation (policies and procedures, end user training manual, etc.) with organized discussions and input from Yardi; existing policies and procedures to be supplied by Okaloosa County Airport for discussions through the duration of project.
12	Training Approach and Users	Yardi will provide end-user training sessions for Yardi Voyager functionality specific to the Okaloosa County Airport's database configuration and procedures. Estimated training days are listed below. Technical training: Training on database schema, script creation, and report creation is available and can be arranged. However, it is not included in this scope. Approximate number of licensed users: 5 End-User Property management: 5 Trainings conducted by Yardi with more than fifteen attendees will require more than one Yardi trainer. The increase in trainers depends on the number of trainees, agenda, and duration, subject to mutual agreement by the parties.
	Training Days	Admin Training 1 End User: 3
13	Post-Implementation Support	Yardi PSG (Professional Services Group) will provide 1 consultants for 5 days of post-implementation support days to assist Okaloosa County Airport with a smooth transition in the production environment.
14	Environment	Deployment: SaaS Select Version: Yardi Voyager version 7S Chart of Accounts: Okaloosa County Airport will use a single, master chart of accounts for all properties and entities.

#	Topic	Details
15	Billing	<p>See contract for details.</p> <p>This scoping estimate is for the implementation of the Yardi products and objectives listed above. Our estimate is based on the information we gathered in our initial discovery and is subject to change. Yardi will bill up to the estimate provided in this scope of work plus 10%. If overages exceed 10%, Yardi will work with Okaloosa County Airport to adjust the scope to better address goals. This formal change order will be created and approved by Yardi and Okaloosa County Airport.</p> <p>Our estimate is for professional service fees only. This service proposal does not reflect costs associated with software licensing or hardware purchases.</p>
16	General Assumptions	<p>The scope of services described in this proposal is based on our understanding of your requirements and expectations at the date of this proposal. Any target completion dates listed in this proposal reflect our good-faith estimates of the timing of tasks, activities, and deliverables. We are committed to and will make diligent efforts to complete tasks within the indicated timeframes. Notwithstanding any other provisions of this proposal, if we use diligent efforts but are unable to meet the estimated dates, we will not be considered to have defaulted on our obligations under this proposal. Timely completion is important to us, and we will notify you promptly if we believe that any delays may jeopardize the targeted completion dates.</p>

Project Pricing Estimate

Client: Okaloosa County Airport
Project Type: New Client Implementation
Date: Monday, October 12, 2020

Cost Categories	Proposed Cost	Explanation/Notes
Professional Services:		
Estimated Configuration/Setup Effort (Phase 1 & 2)	\$ 24,623	
Interface Configuration Estimate	\$ 5,682	
On-Site Engagements	\$ 17,426	
End User Training	\$ 6,061	
Services Cost Total		
Travel Cost	\$ 16,400	Note: In an effort to be transparent, training is assumed to be on-site, which is our recommended and preferred method of training. If COVID-19 related travel restrictions are in effect, we can do the training remotely and travel costs will not be incurred.
Total including Travel		
Billing Costs	Rate per Hour	Explanation/Notes
Project Manager Billing Rate	\$189.41	GSA Services Rate
Data Conversion Rate	\$189.41	GSA Services Rate
Interface Configuration Rate	\$189.41	GSA Services Rate
Account Manager Billing Rate	\$189.41	GSA Services Rate
Development Billing Rate	\$189.41	GSA Services Rate
Training Billing Rate	\$189.41	GSA Services Rate
On-Site Billing Rate	\$189.41	GSA Services Rate
Average Airfare Cost	\$800	Based on destination and experience
Per Diem Average Aggregate	\$400	Combines cost of per diem, lodging, car, parking, gas, and other daily travel expenses

Assumptions and Comments:

This estimate includes pricing for professional implementation services only. Software license costs are presented outside this document.

Estimated Professional Services by Activity

Prospect/Client: Okaloosa County Airport

Functional Area	Configuration / Setup			Interface			Total Estimated	
	Hours	Rate	Cost	Hours	Rate	Cost	Hours	Cost
Project Management	32	\$189.41	\$ 6,061		\$189.41	\$ -	32	\$ 6,061
Voyager Commercial	48	\$189.41	\$ 9,092	30	\$189.41	\$ 5,682	78	\$ 14,774
COMMERCIALCafé	30	\$189.41	\$ 5,682		\$189.41	\$ -	30	\$ 5,682
Payment Processing	20	\$189.41	\$ 3,788		\$189.41	\$ -	20	\$ 3,788
Total	130		\$ 24,623	30		\$ 5,682	160	\$ 30,306

Assumptions and Comments Interface hours consist of database population configuration, executing, and validation (15 hours); ERP interface configuration and testing (15 hours).

Training Costs

Functional Area	Training Location	Trainers	Training Type	Max Students	Hours	Cost	Notes
Voyager Commercial	On-Site	1	End User	15	24	\$4,546	
AdminTrain	On-Site	1	Administrator	5	8	\$1,515	Admin and Initial Core SPOC Training Onsite
Training Cost Total		2		20	32	\$6,061	

On-Site Engagements

Description	Session Location	Yardi Team Members	Session Type	Max Participants	Hours	Cost	Notes
Discovery	On-Site	2	Discovery	15	48	\$9,092	2 persons on-site for 24 hours each (48 hours billed)
Working Session	Online	1	Working Session	15	4	\$758	
Go-Live	On-Site	1	Go-Live Support	15	40	\$7,576	
		4		45	92	\$17,426	
					Hours	Cost	
GrandTotal		6			124	\$23,487	

Assumptions and Comments

Schedule 3: Travel Costs

Description	Days/Trips	Extended Cost
Daily Travel Costs	31	\$ 12,400
Average Airfare Aggregate	5	\$ 4,000
Total		\$ 16,400

Assumptions and Comments In an effort to be transparent, training is assumed to be on-site, which is our recommended and preferred method of training. If COVID-19 related travel restrictions are in effect, we can do the training remotely and travel costs will not be incurred.

Project Deliverables

Deliverable	Description	Primary Responsibility
Service Proposal	The final service proposal from Yardi PSG outlines the scope, estimates, assumptions, and project notes. The project plan deliverable evolves from this document.	Yardi
Project Plan	Tasks, effort, and assigned responsibilities using Yardi's standard methodology.	Yardi/Okaloosa County Airport
Issue Tracking Log	Tool used to record, manage, and resolve issues, next steps, and action items.	Yardi/Okaloosa County Airport
Kickoff Meeting Agenda	Topics, participants, and schedule for the kickoff meeting.	Yardi
Contact List	Contact information for all project team members.	Okaloosa County Airport
Resource Calendar	Schedule of project team members' availability, client black-out periods, and holidays.	Yardi/Okaloosa County Airport
Critical Date Schedule	Calendar of milestones and deliverables.	Yardi
Testing Approach(es)	High-level specification of testing objectives	Okaloosa County Airport
On-Site Agendas	Informs the project team of tasks and activities for the on-site meeting.	Yardi
Business Requirements	Scripted questions and published responses for all in-scope functionality and processes related to the Yardi Voyager implementation.	Okaloosa County Airport
Report Catalog and Comparison	This list of required reports determines the new Yardi Voyager reporting package and identifies any customizations needed to meet reporting requirements.	Okaloosa County Airport
Core Team Training Agenda	Schedule of topics and list of participants to be included in core team training. The purpose of this training is to introduce the project team members to the system so that they can make educated design and process decisions.	Yardi
Design Document - Custom Solution Specifications (CPRs)	Approved (signed) specifications for custom solutions (in Solution tab).	n/a
Validation Approach	Document explaining the reports and procedures used to validate specific sets of converted data.	Okaloosa County Airport
Test Plans	Defines the testing objectives, participants, and test scenarios.	Okaloosa County Airport
Revised Design Document	If applicable, revised design documents once pilot/CRP is complete and results are finalized.	Yardi
UAT Training Agenda	Schedule of topics and list of participants to be included in UAT training. This training educates UAT team members so that they can execute test scripts effectively.	Yardi
Test Log and Results	Tracks the outcome of testing scenarios and compares it to the pass/fail criteria.	Okaloosa County Airport
Validation Results	Tracks the results of each objective of the validation approach and supports modifications to the conversion approach (if needed).	Okaloosa County Airport
Custom Solution Catalog	Sample output of finalized custom solutions.	n/a
End User Training Agenda	Schedule of topics and list of participants to be included in end user training.	Yardi
End User Training Manual	Modified Yardi Voyager user manual to include policies and procedures.	Okaloosa County Airport
Go Live Procedures	Change management tool used to support production environment usage to include mappings, support procedures, information to access policies and procedures, user manuals, and instructions to access Yardi Client Central.	Okaloosa County Airport
Policies and Procedures	Based on modifiable Yardi user manuals, this document lists design, configuration, and process information specific to the Yardi Voyager environment.	Okaloosa County Airport
Final Project Acceptance	Project close email sent to Okaloosa County Airport.	Yardi

Okaloosa County Airport

Appendix B. Yardi Voyager Migration Approach

Conversion Overview

Financial/accounting data will be imported from Okaloosa County Airport's current accounting platform using the Yardi ETL (extract, transform, and load) tool with the assistance of Yardi's Professional Services Group (PSG). Manual entry (either in the ETL templates or in the system after conversion) will be required to supplement data that is not being stored in the source system. A test and pilot migration is strongly recommended and should be performed and validated prior to the live or final data conversion.

Okaloosa County Airport will:

- Perform pre-migration data clean-up and preparation
- Extract data
- Map data according to Yardi Voyager design and Yardi ETL requirements
- Create import files in standard Yardi ETL format
- Perform post-migration processes/clean-up
- Complete data validation

Yardi will:

- Train Okaloosa County Airport on the use of Yardi ETL
- Assist with the creation of a data validation plan
- Import data
- Assist with issue resolution

Migrated Data Elements

Property Management Data

Properties	Includes properties with addresses
Units	Includes units, unit addresses, and unit square footage
Leases	Current and future tenants and any tenants with open AR/legal leases
Lease Charges/Charge Schedule	Lease charges for tenants with current status

General Ledger

Trial Balances	Two years of trial balances will be converted
Budgets	One year of budgets will be converted
Banks	All banks

Accounts Receivable

Tenant Ledger	All outstanding (open) charges or credits
Security Deposits	Charges and receipts for current and future tenants will be imported as batch charges and batch receipts
Prepayments	All tenant prepayments will be converted as batch receipts

Accounts Payable

Vendors	All vendors
Invoices	All outstanding (open) payables
1099 Balances	YTD payables for 1099 vendors

-- End of List --