

GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT



1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM

TO: Lynda Morrill
 BTS Project Governance Manager
 Pinellas County
 400 S. Ft. Harrison Ave.
 Clearwater, FL 33756

FROM: Alex Stanton
 Carahsoft Technology Corp.
 1860 Michael Faraday Drive
 Reston, Virginia 20190

EMAIL: lmorrill@co.pinellas.fl.us

EMAIL: Alex.Stanton@carahsoft.com

PHONE: (727) 464-4592 **FAX:**

PHONE: (703) 871-8522 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - June 17, 2017
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Small
 Sales Tax May Apply

QUOTE NO: 9115038
QUOTE DATE: 03/06/2017
QUOTE EXPIRES: 04/28/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$2,415,467.76

TOTAL QUOTE: \$2,415,467.76

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
LAND MANAGEMENT						
1	LC10CALMSV50601	Accela Land Management Server Software (includes 5 named users) Accela Inc		\$0.00 GSA	1	\$0.00
2	LC10CALMSV50601-M	Accela Land Management Server Software (includes 5 named users) Annual Maintenance and Support Silver Accela Inc		\$12,733.35 GSA	1	\$12,733.35
3	LC10CALMU050601	Accela Land Management User License Packs (includes 5 named users per pack) Accela Inc		\$0.00 GSA	41	\$0.00
4	LC10CALMU050601-M	Accela Land Management User License Packs (includes 5 named users per pack) Annual Maintenance and Support Silver Accela Inc		\$2,545.74 GSA	41	\$104,375.34
LAND MANAGEMENT SUBTOTAL:						\$117,108.69
CITIZEN ACCESS						
5	LC10CACASV10601	Accela Citizen Access Server Software Accela Inc		\$0.00 GSA	1	\$0.00
6	LC10CACASV10601-M	Accela Citizen Access Server Software Annual Maintenance and Support Silver Accela Inc		\$2,545.74 GSA	1	\$2,545.74
7	LC10CACAUP00601	Accela Citizen Access Population Fee Accela Inc		\$0.00 GSA	921048	\$0.00
8	LC10CACAUP00601-M	Accela Citizen Access Population Fee Annual Maintenance and Support - Silver Accela Inc		\$0.02 GSA	921048	\$18,420.96
9	LC10CACAMOD0601	Accela Citizen Access Module Fee Accela Inc		\$0.00 GSA	0	\$0.00

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
10	LC10CACAMOD0601-M1	Accela Citizen Access Module Software Annual Maintenance and Support - Silver Accela Inc		\$2,545.74 GSA	1	\$2,545.74
CITIZEN ACCESS SUBTOTAL:						\$23,512.44
GIS						
11	LC10CGISSV50601	Accela GIS Server Software (includes 5 named users) Accela Inc		\$12,728.72 GSA	1	\$12,728.72
12	LC10CGISSV50601-M	Accela GIS Server Software (includes 5 named users) Annual Maintenance and Support Silver Accela Inc		\$2,545.74 GSA	1	\$2,545.74
13	LC10CGISU050601	Accela GIS User License Packs (includes 5 named users) ***GSA Pending**** Accela Inc		\$3,814.55 OM	41	\$156,396.55
14	LC10CGISU050601-M	Accela GIS User License Packs (includes 5 named users) Annual Maintenance and Support Silver Accela Inc		\$762.91 GSA	41	\$31,279.31
GIS SUBTOTAL:						\$202,950.32
MOBILE						
15	LC10CAMOSV50601	Accela Mobile Office Server Software (includes 5 named users) Accela Inc		\$0.00 GSA	1	\$0.00
16	LC10CAMOSV50601-M	Accela Mobile Server Software (includes 5 named users) Annual Maintenance and Support Silver Accela Inc		\$11,575.67 GSA	1	\$11,575.67
17	LC10CAMOU050601	Accela Mobile Office User Packs (includes 5 named users) Accela Inc		\$0.00 GSA	4	\$0.00
18	LC10CAMOU050601-M	Accela Mobile User Packs (includes 5 named users) Annual Maintenance and Support Silver Accela Inc		\$2,545.74 GSA	4	\$10,182.96
19	LC10CAMOU050601	Accela Mobile Office User Packs (includes 5 named users) Accela Inc		\$12,728.72 GSA	8	\$101,829.76
20	LC10CAMOU050601-M	Accela Mobile User Packs (includes 5 named users) Annual Maintenance and Support Silver Accela Inc		\$2,545.74 GSA	8	\$20,365.92
MOBILE SUBTOTAL:						\$143,954.31
PROFESSIONAL SERVICES PER SOW						
21	CON-CE	Consulting Engineer (Per Hour) Professional Services per SOW Carahsoft Technology Corporation - CON-CE		\$198.00 GSA	8929	\$1,767,942.00
PROFESSIONAL SERVICES PER SOW SUBTOTAL:						\$1,767,942.00
TRAVEL & EXPENSES						
22	T&E	Travel and Expenses Accela Inc		\$160,000.00 OM	1	\$160,000.00
TRAVEL & EXPENSES SUBTOTAL:						\$160,000.00

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LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUBTOTAL:						\$2,415,467.76
				TOTAL PRICE:		\$2,415,467.76
				TOTAL QUOTE:		\$2,415,467.76

By purchasing using Quote 9115038 with attached Terms and Conditions, Pinellas County agrees to the referenced License and Maintenance Terms and Conditions

Purchase order must reference the Carahsoft GSA Schedule number and attached Accela Terms

All license fees are fixed-price for which full payment is due upon signing or receipt of Agency purchase order, whichever occurs first. Payment obligations hereunder are non-cancelable and any sums when paid are non-refundable

The Maintenance Fees are for the software licenses being purchased under this quote. These fees are in addition to any existing maintenance fees on current Accela software products that you may already have purchased. The maintenance period for the licenses being purchased under this quote will begin upon signing. The Maintenance Fees are fixed-priced for which full payment is due upon signing or receipt of Agency purchase order, whichever occurs first.

APPROVED AS TO FORM

By: 
Office of the County Attorney

Perpetual Licenses

As used herein, "Accela" refers to Accela, Inc., the owner of the Software Licenses identified in the Sales Order. "Customer" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for Accela Software licenses. The Accela software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, up to the limitations determined by the license purchased, subject to the following terms and conditions:

1. The Software is provided for use only by Customer employees. The Software will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site. The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customer's use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, the parties will negotiate and mutually execute an amendment to provide for additional compensation; said compensation will be based upon Accela's applicable pricing"; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software. Customer may make backup copies of the Software only to protect against destruction of the Software. Customer may copy Accela's documentation only for internal use by Customer's employees. Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela. Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices. In the event of intentional unauthorized reproduction or distribution of the Software which is attributable in whole or significant part to Customer's recklessness or gross negligence while in Customer's possession or control, Customer may be liable to Accela for any damages or losses; provided, however, that any such liability shall be limited to such traditional liabilities for which the County could be liable under the common law interpreting the limited waiver of sovereign immunity, and that nothing stated herein shall be construed to extend such waiver or the provisions of Fla. Stat. 768.28. Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights. Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software. All rights not expressly granted to Customer are retained by Accela.

2. Accela warrants that it has full power and authority to grant this license and that, as of the effective date, the Software does not infringe on any existing intellectual property rights of any third party. Accela will indemnify and defend Customer from any such infringement claims. If a third party claims that the Software or Subscription Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or Subscription Services or modify same so that it does not infringe.. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose; Accela provides all services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. Third-party applications which utilize or

rely upon services provided by Accela may be adversely affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects. In the event sufficient budgeted funds are not available in a new Customer fiscal period, Customer shall notify Accela of the occurrence and may terminate this Agreement effective as of the date stated in such notice without penalty or expense.

3. ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Either party may terminate if the other party materially breaches these Terms and Conditions and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration, all rights granted to Customer are cancelled and revert to Accela. Accela expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Maintenance Terms – Perpetual Licenses

As used herein, "Accela" refers to Accela, Inc., the owner of the Software Licenses identified in the Sales Order. "Customer" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for maintenance services for Accela Software licenses. Accela will provide the maintenance services of the Accela software products ("Software"), subject to the following terms and conditions:

1. Accela will provide Customer with a telephone number to contact Accela Customer Support, Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays. Accela will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours. Accela will provide Customer with access to archived software updates and other technical information in Accela's online support databases, which are continuously available. When required to properly resolve a maintenance request, Accela will provide remote assistance to Customer via a web conferencing environment or another mutually-acceptable remote communications method. If Customer does not wish for Accela to resolve its maintenance requests remotely, Accela will provide on-site assistance to Customer at Accela's then-current time-and-materials rates.
2. Accela will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by Accela. Software updates will be delivered or made available to Customer for electronic download from Accela's File Transfer Protocol ("FTP") site.
3. The following are not included but may be separately available at Accela's then-current rates: a) Services required due to misuse of the Accela-maintained software products; b) Services required due to software corrections, customizations, or modifications not developed or authorized by Accela; c) Services required by Customer to be performed by Accela outside of Accela's usual working hours; d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; e) Services required due to the operation of interfaces between the Accela-maintained software products and other software products or systems, even where such interfaces were provided or implemented by Accela; f) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment; g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the Accela-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments; h) Services requested by Customer to implement software updates provided by Accela; and i) New or additional applications, modules, or functionality released by Accela during the term.
4. Accela will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release. All other releases are deemed to be "Legacy Releases". Accela will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by Accela will not be provided but may be separately available at Accela's then-current rates. Accela will commence and complete the maintenance obligations described herein in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Accela's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. Accela may make repeated efforts within a reasonable time period to resolve maintenance requests.
5. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose; Accela provides all services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. Third-party applications which utilize or rely upon services provided by Accela may be adversely

affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects.

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