



ADDENDUM NO. 1

Date: June 10, 2020

Bid Due Date: July 7, 2020, 3:00 P.M. (Local Time)

Bid Name: Contract Management Software

Bid Number: FADM-200038-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. Due to the Covid-19 pandemic, all bid openings will be held via Zoom. The information to participate appears below:

Join Zoom Meeting

<https://zoom.us/j/92570702213?pwd=V1A5Q0JHQi9JczdYZlgrWFd5MHRRUT09>

Meeting ID: 925 7070 2213

Password: 7bZHGL

One tap mobile

+13126266799, 92570702213#, 1#, 569470# US (Chicago)

+16465588656, 92570702213#, 1#, 569470# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 925 7070 2213

Password: 569470

Find your local number: <https://zoom.us/u/ab83QxyblM>

2. Bidder is not required to acknowledge or attach a copy of this Addendum to its proposal or participate in the Zoom bid opening.



ADDENDUM NO. 2

Date: July 2, 2020

Bid Due Date: July 20, 2020, 3:00 P.M. (Local Time)
~~July 7, 2020, 3:00 P.M. (Local Time)~~

Bid Name: Contract Management Software

Bid Number: FADM-200038-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The question submittal deadline has passed; no additional questions will be answered.
2. The RFP Time Table has been revised as follows:

Deadline for uploading of proposals	July 20, 2020 (3:00 p.m. local time)
Evaluation/Selection process	July 28, 2020
Oral presentations via Zoom, if conducted	Week of August 3, 2020
Projected award (recommendation) date	Week of August 3, 2020
City Commission approval, if needed	September 2020
Projected contract start date	November 2020
3. The updated public bid opening information via Zoom is provided below. Attendance (live viewing) is not required, but you must register to join the meeting.

When: Jul 20, 2020 03:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://zoom.us/meeting/register/tJYqceCorD8iGdHyljOzaT5dCjLx1afUM5dv>

After registering, you will receive a confirmation email containing information about joining the meeting.

4. Questions and Answers:

Question1: What is the estimated number of users for the Contract Management system? I would appreciate any insight you can share. The number can be a rough estimate and will not be considered a commitment on your part.

Answer1: *We will have one administrator and approximately 35 users.*

Question2: Electronic Signature:
Built-in electronic signature capability and automated approval routing process
Built-in electronic Notary capability (Please expand on this capability)

Answer2: *The City currently utilizes Adobe Sign for signatures and then the agreement is paper routed for a wet ink notary if needed. The City's IT department is looking in to adding (if available) electronic notary through Adobe. DocuSign already has electronic notary capability, which eliminates the need for the notary's stamp. DocuSign eNotary allows you to sign and notarize documents electronically. Notaries in select jurisdictions can use DocuSign eNotary to electronically witness and authenticate the execution of documents. ... Notaries in select jurisdictions can use DocuSign eNotary to electronically notarize documents.*

Question3: Suppliers:
Supplier metrics development and management
Supplier Scorecards
Supports automatic monitoring of supplier compliance with contractual terms and conditions (Does the City currently use a platform to monitor compliance?)

Answer3: *The City does not currently have contract compliance software in place.*

Question4: How many of the following types of users will use the Contract Management Software solution: Internal users (City employees)? External stakeholders (Contractors, Consultants)? System Administrators (City IT Department/Helpdesk)?

Answer4: *Internal users – 25-30; External stakeholders – 0; System Administrators – 2-3.*

Question5: In the RFP, Part 10 – Exhibits, Questionnaire – Part I, please provide additional information concerning the “Built-in Electronic Notary capability” requirement. Does the City use a third-party legal services provider that can electronically “stamp” and notarize legal documents for the City? Or can a workflow be configured in the Contract Management solution wherein a third-party notary can provide a simple electronic approval of a contract (i.e., no notary stamp and no physical signature)? Or can DocuSign be used to send a fully signed contract to a notary who then uses the software to add their stamp and an electronic version of their signature to the contract?

Answer5: *The City currently utilizes Adobe Sign for signatures and then the agreement is paper routed for a wet ink notary if needed. The City's IT department is looking in to adding (if available) electronic notary through Adobe. DocuSign already has electronic notary capability, which eliminates the need for the notary's stamp. DocuSign eNotary allows you to sign and notarize documents electronically. Notaries in select jurisdictions can use DocuSign eNotary to electronically witness and authenticate the execution of documents. ... Notaries in select jurisdictions can use DocuSign eNotary to electronically notarize documents.*

Question6: In the RFP, Part 9 – Sample Contract, Section 10 (Termination), subsection A, will the City agree to change the terms as follows: “If the Contractor fails to observe or perform in

accordance with the Contract Document (a “Default”), then the City, after providing at least thirty (30) days written notice to the Contractor of the Default and the City’s intent to terminate if such Default continues unremedied during the thirty (30) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.”?

Answer6: *City is agreeable to the change to 30 days.*

Question7: In the RFP, Part 9 – Sample Contract, Section 12 (Intellectual Property and Work Product), subsection A (Ownership and Publication of Materials), will the City agree to change the terms as follows: “All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto solely in conjunction with the City’s use of Contractor prepared materials. No material produced in whole or in part under the Contract Documents, except for Contractor’s intellectual property, may be copyrighted or patented in the United States or in any other country without prior written approval of the City.”?

Answer7: *City is willing to change the language as follows:* “Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein. No material produced in whole or in part under the Contract Documents, except for Contractor’s Intellectual Property in paragraph 12B, below, may be copyrighted or patented in the United States or in any other country without prior written approval of the City.”

Question8: In the RFP, Part 9 – Sample Contract, Section 14 (Contractor’s Assurances), will the City agree to change the terms as follows: “Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City’s sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract after providing at least thirty (30) days written notice to the Contractor. If such defect or non-conformity continues unremedied during the thirty (30) day period, the City may cancel the order or cancel this Contract and reduce commensurately any amount of money due the Contractor.”?

Answer8: *City is agreeable to the change to 30 days.*

Question9: How many employees does City of Gainesville employ?

Answer9: *Approximately 2,500.*

Question10: What is the anticipated user-count of the new Contract Management Software?

Answer10: *Internal users (City employees) (25-30), External stakeholders (Contractors, Consultants) (0), System Administrators (City IT Department/Helpdesk) (2-3)*

Question11: What is City of Gainesville’s budget for the Contract Management Software solution, including subscription price and implementation costs?

Answer11: *Budget is \$30,000 - \$45,000.*

Question12: Will the contract management system be hosted by CobbleStone (SaaS) or deployed on your organization's server (on-premise)?

Answer12: *Hosted.*

Question13: How many total users will require log-on access to add contracts, edit, delete, approve, search, etc.?

Answer13: *Searching: 25-30, Drafting: 10-20, Approving: 1-10, Administering: 1-5*

Question14: Will there be data migrated / imported into Contract Management Software?

Answer14: *Yes.*

Question15: How many columns/fields are currently tracked in the current spreadsheet/system?

Answer15: *56.*

Question16: How many total electronic Records (rows in excel spreadsheet) and how many total electronic files in current/legacy system?

Answer16: *Excel: 540, Legacy: 1200-1500, maybe more-unsure of an exact number*

Question17: How many total legacy (historic) electronic contract files will be imported into the Contract Management Solution?

Answer17: *2,500-4,500..*

Question18: Where are the legacy (historic) electronic contract files currently stored (shared folders, SharePoint, document management system, etc.)?

Answer18: *City's internal network drive and SharePoint.*

Question19: What third-party systems do you anticipate will be integrated with the Contract Management Solution? Please provide system details (system name, database used, home-grown or commercial) if applicable. Will this be an ongoing data integration or a one-time data import?

Answer19: *Would like an integration with Workday if possible, this is not a deal breaker though. Will be ongoing for a while as different department agreements are fully gathered*

Question20: What data will your organization be passing in the data integration between the Contract Management Solution and other third-party systems?

Answer20: *Vendor information, contract search, bid documents.*

Question21: Are the other systems installed/deployed on your organization's server(s) or is the vendor hosting the software (cloud/SaaS)?

Answer21: *Cloud.*

Question22: What agreement types would you like to start authoring within the system (number of templates)?

Answer22: *10-15 Service Agreements, Contracts, SOWs, Amendments, etc.*

Question23: Is your organization eligible to purchase off the GSA Schedule 70? If yes, would you like GSA pricing in the bid response or retail pricing?

Answer23: *Yes, we are eligible to purchase from that schedule. All bidders are expected to offer their best pricing.*

Question24: What is the desired timeline for software go-live?

Answer24: *November.*

Question25: Are there any anticipated blackout dates?

Answer25: *No.*

Question26: Has a budget been determined for the license and implementation of a solution? If so, what is the approximate estimate?

Answer26: *Budget is \$30,000 - \$45,000.*

Question27: Are there any other objectives (other than those stated in the overview document) that are driving this initiative?

Answer27: *The City is centralizing the contract process for all departments.*

Question28: Is this project part of a larger internal initiative and/or transformation project (i.e. Source-to-Pay solution, Quote-to-Cash, ERP, etc.)?

Answer28: *City is implementing Workday and plans to go live next year*

Question29: What is the strategic/financial impact of this project for your department and the organization as a whole?

Answer29: *Strategic: minimal time to signature, minimal changes to language, minimal risk, adherence to contract process.
Financial: Tracking expirations/renewals, avoiding breach of contract, maintaining compliance.*

Question30: Is there an option to do nothing?

Answer30: *No, there are many contracts amongst many depts., we need a solution for centralization and organization*

Question31: What is the expected date for selection of a solution?

Answer31: *August.*

Question32: What is the expected "Go Live" date for the selected solution?

Answer32: *November.*

Question33: Are there any repercussions for missing the above selection and go-live dates?

Answer33: *City desires to implement as quickly as possible.*

Question34: Does the budget for this project fall within your current fiscal year?

Answer34: *Yes.*

Question35: Who is the executive sponsor for this initiative?

Answer35: *There is not one.*

Question36: What roles and departments are represented among the steering or selection committee for this project?

Answer36: *Finance-Contract Administrator, IT-Director.*

Question37: What third party consultant(s) are being engaged in the selection and/or are anticipated to be engaged in the selection or implementation of the selected solution?

Answer37: *None.*

Question38: What are the biggest challenges for the business users within the current contracting process?

Answer38: *Project Managers not being able to log in to their own portal to see where an agreement is in process – they have to wait on the Contract Coordinator for updates.*

Question39: What are the top 3 critical capabilities or features required of the selected solution?

Answer39: *Centralized repository, automated workflows, e-signature support.*

Question40: Which of the business (functional) requirements outlined are required for use within the first year of solution deployment?

Answer40: *Workflow Management, Templates, Legal Redlines/Markups, and Electronic Signature.*

Question41: Which of the business (functional) requirements outlined are required for use by and within the second year of solution deployment?

Answer41: *Centralized repository search capabilities, language libraries/templates, and reports.*

Question42: Which of the business (functional) requirements outlined are required for use by and within the third year of solution deployment?

Answer42: *Ad hoc reports, vendor supplier performance.*

Question43: Which of the business (functional) requirements outlined would be categorized as "nice to have versus "required"?

Answer43: *See below...*

Required:

*Manage Contract Notifications
Manage supporting documents/agreements
Manage terms/conditions
Manage/track subcontract agreements
Workflow Management
Master /sub agreement support
User notification
Electronic Signature
Redline/Version/Audit Track
Standard Reports
Amending/Renewing
Procurement to enter/auto date comments
Alerts/Escalations/Triggers*

Nice to Have:

*Manage compliance
Document templates
Prepopulate agreements
Language libraries
Financial processes
Ad Hoc Reports
Supplier performance rating
Contractual/Supplier Risk
Supplier metrics/scorecards/compliance
Numbering system*

Question44: Please describe the expected phases and timeline expectations for deploying the selected solution?

Answer44: *First 6 months: a generalized contract flow-tracking/signatures/notifications/current agreement migration. 6mos-1yr: all contracts migration, standardized templates.*

Question45: Approximately how many current contracts should be migrated to the selected solution?

Answer45: *2,500-4,500.*

- Question46: How are the current contracts to be migrated stored (machine-readable PDFs, non-machine readable scans, both)?
Answer46: *90% PDFs.*
- Question47: What are the top success factors for the project and how will they be measured?
Answer47: *FACTORS: -efficient signature flow, -all parties meet their contractual obligations, -migration of dept. agreements, -minimal risk, -maximum compliance by all parties
MEASURED: tracking contract value, tracking compliance, tracking risk. I assume measures will come through running pre-configured reports w/in the software*
- Question48: How many employees within the represented user community will be drafting, reviewing, approving, and/or administering contracts within the selected solution?
Answer48: *Drafting: 10-20, Approving: 1-10, Administering: 1-5.*
- Question49: What general roles will be involved within the contract request, review, approval, and administration process?
Answer49: *Request: Project Managers, Review: Legal/Risk/IT/Procurement, Approval: Department Head, ACM's, CM, Legal, Risk, IT, Grants, Facilities, Administration: Contract Administrator.*
- Question50: Approximately how many different contract review and approval workflows should be supported by the selected solution?
Answer50: *Up to 11: Project Manager, Department Head, Assistant City Manager, Legal, Risk, IT, Grants, Facilities, Fleet, Procurement, City Manager.*
- Question51: What triggers (contract type, contract value, business group, geography, etc.) will be used to direct paths within contract review and approval workflows within the selected solution?
Answer51: *Contract type, value and group.*
- Question52: Approximately how many contract templates will need to be managed within and generated by the selected solution?
Answer52: *10-15.*
- Question53: For which contracts is a “self-service” capability required within the selected solution?
Answer53: *All, to the extent that departments can log in to their portal to see where an agreement is in process.*
- Question54: Are any e-signature tools used by the organization today and, if so, which one(s)?
Answer54: *Adobe Sign.*
- Question55: Which system will be leveraged for Single Sign On (SSO) and does it support SAML 2.0?
Answer55: *The City uses ADFS 3.0 which supports SAML 2.0*
- Question56: How are contract requests, review, and approval managed currently?
Answer56: *Emails and Adobe.*
- Question57: Who (or which group) will manage contract renewals and terminations?
Answer57: *The Contract Administrator with alerts from the selected software.*
- Question58: Which systems will be required to integrate with the selected solution?

Answer58: Workday would be nice but not a requirement.

Question59: What metrics and reports should be made available as "standards" for users (by role) within the selected solution?

Answer59: Active contracts, Expiring Contracts, Contract Amounts, Contract Volume by Depts, Dates, Milestones.

Question60: How many contracts (and total size) should be migrated into the selected solution?

Answer60: 2,500-4,500.

Question61: Is there a preference for On-Site vs. Cloud architecture?

Answer61: Prefer Cloud.

Question62: What level of automation for approvals do you expect for different contract types?

Answer62: Active contracts, Expiring Contracts, Contract Amounts, Contract Volume by Departments, Dates, Milestones.

Question63: Are current contracts currently stored with associated metadata?

Answer63: No.

Question64: Is the expectation that the user interface be presented in multiple languages as well as the contracts?

Answer64: No.

Question65: What is the approximate annual volume of new contracts to be managed in the selected solution?

Answer65: 500-600.

Question66: RFP Requirement: "Supports financial processes. Can you please elaborate on what the various financial processes are?"

Answer66: Will mainly be handled in the City's Workday, not sure of other functions, would like to see options.

Question67: RFP Requirement: "Capture details of supplier risk". Can you please provide an example of supplier risk details or metrics that you would like to track?

Answer67: Insurance Requirement by supplier type, indemnification.

Question68: How many contracts does the City manage in Excel today?

Answer68: Around 500-750.

Question69: How many contract templates does the City maintain (i.e. NDAs, SOWs, MSA's, Work Orders, etc.)?

Answer69: SOW-around 100, NDA-0, MSA-100, Work Orders-100.

Question70: How many metadata fields will need to be captured?

Answer70: 15-25, for example:

- **Contract Originator**
- **Contract Author**
- **Contract Creation**
- **Third Party (such as software)**

- *Template (in house)*
- *Vendor Data*
- *User*
- *Product Spec's*
- *Custom Fields*
- *Document Version (track revisions)*
- *Approval / Signature Users*
- *Dates/Deadlines/Length/Milestones*
- *Type of Contract*
- *User Group*
- *Contract Outcome*
- *Contract Score (potentially)*

Question71: How many vendors does the City have in their current supplier database?

Answer71: *Approximately 1,600.*

Question72: Does the City currently have a sourcing tool? Is there a tool in place for users to place orders with vendors through hosted and/or punchout catalogs? What about for processing and managing payables/invoices?

Answer72: *Currently no. Workday has the functionality but we do not plan to use it. Invoices come from the vendor directly to the department but once we go live w/ Workday, vendors will send invoices directly to A/P.*

Question73: Could you please elaborate on the needs in the “Financial” heading under Section 2.2 of the RFP document? Is there a need for full AP automation or something more basic than that such as PO Flip capabilities?

Answer73: *No, will be handled in Workday once we go live next year.*

Question74: Can you please clarify the need for the “Risk” elements in Section 2.2? Does the tool need to have a risk module, or simply take risk into account through the lens of the suggested modules?

Answer74: *Would be helpful to have a risk module although not 100% necessary.*

Question75: Would the City consider respondents who propose a full end-to-end Source-to-Pay tool as it would be the most efficient and effective way to address the challenges at hand, as well as have complete visibility and integration from start to finish?

Answer75: *No, because this is already covered in Workday.*

Question76: Could you confirm that the Price Proposal can be included in the same document as the Technical Proposal?

Answer76: *There is no requirement to have two separate documents; one document with both portions included is acceptable.*

Question77: **External Comments** – The procurement section indicates that the system should be able to capture external comments. Can you clarify who these external stakeholders are? In particular, are they outside legal counsel, or vendors participating in a procurement, or advisory boards?

Answer77: *They are City Procurement staff, making comments on individual agreements*

Question78: **Financial Processes** – Can you elaborate on what types of financial processes you would like the new contract management system to facilitate?

Answer78: *Will mainly be handled in the City's Workday, not sure of other functions, would like to see options.*

Question79: **Data Migration** – Does the city anticipate executing a migration of data from the current Excel files, and other sources, to the new contract management system? If so, do you anticipate a need for data cleanup/consolidation as part of this effort?

Answer79: *Data migration will take place through PDF uploads and excel file migration, minimal cleanup should be needed.*

Question80: **Dashboarding** – Is there a need or interest in dashboard capabilities for the new contract management system?

Answer80: *Yes, dashboards for Individual Users would be great.*

Question81: **User Base** – Approximately how many users does the city anticipate using the contract management solution?

Answer81: *25-40: Department Assistants, Project Manager, Department Head, Assistant City Manager, Legal, Risk, IT, Grants, Facilities, Fleet, Procurement, City Manager.*

Question82: **Security** – What types of roles are needed to implement?

Answer82: *Request: Project Managers*

Review: Legal/Risk/IT/Procurement

Approval: Department Head, Assistant City Manager's, City Manager, Legal, Risk, IT, Grants, Facilities

Administration: Contract Administrator.

Question83: How many users are expected to interact with the system? Please breakdown usage by the following:

Full time – in the system all day, every day

Part time, or occasional users – in the system occasionally daily or less

Concurrent users – users who are in the system at the same time

Answer83: *Full time – 25-30; part time or occasional – 10-15; concurrent: 15-20.*

Question84: Please describe the expected Financial Process Support

Answer84: *Will mainly be handled in the City's Workday, not sure of other functions, would like to see options.*

Question85: Please provide the names of any software products that have been reviewed prior to the release of this RFP.

Answer85: *N/A.*

Question86: Have funds been budgeted for this solution?

Answer86: *Yes.*

Question87: What is your proposed project budget?

Answer87: *Budget is \$30,000 - \$45,000.*

Question88: We typically propose a train the trainer approach to solution training, is that an acceptable training strategy?

Answer88: *Yes.*

Question89: Do you prefer a hosted or premise-based solution? If hosted do you require Fed RAMP certification?

Answer89: *Hosted (cloud). No, we do not require a Fed RAMP certification.*

Question90: If a premise-based solution is preferred do you expect the vendor to provide hardware, network operating software and database licenses?

Answer90: *Yes.*

Question91: Are you seeking a cloud-based file-sharing product to securely exchange red-lined marked up contract documents with third-party vendors?

Answer91: *Yes.*

Question92: Can you provide details surrounding the estimated number of contract and document templates?

Answer92: *2,500-4,500; 10-15 templates.*

Question93: Please elaborate on what functionality you expect related to capturing details of contractual and supplier risk.

Answer93: *Insurance Requirements by supplier type, indemnification.*

Question94: What types of supplier metrics would you like us to track? Please provide an example of the automatic monitoring of supplier compliance that you expect.

Answer94: *Active contracts, Expiring Contracts, Contract Amounts, Contract Volume by Depts., Dates, Milestones. Supplier Compliance: Risk, Insurance, Milestones*

Question95: Regarding Sample Contract - What's the scope of 12A?

Answer95: *Refer to Answer7.*

Question96: Regarding Sample Contract - What insurance do they want for the property damage insurance? Our brokers said that it does not make sense how they phrase it. Seems like they copy pasted what was for the professional liability insurance.

Answer96: *General Liability and Auto Liability are required.*

Question97: Regarding Sample Contract - For the professional liability insurance, can you clarify what "the \$N/A per occurrence combined single limit for bodily injury and property damage"? Is the City still expecting a coverage?

Answer97: *This should be N/A – not applicable.*

The following answers are in response to a bidder's red-lined exceptions to the ITB's *Sample Contract* (attached as "A" at end of this document with Answer# reference added to identify the question):

Answer98: *5. Delivery Schedule, A., Delivery Location and B., Delays - The exceptions are rejected as immaterial/unnecessary at this time. Once a contract is in place, there will be no delays.*

Answer99: *7. Indemnification - Bidder is allowed to take exception to this language. However, the expectation is that the bidder would clearly state why a condition is not applicable or*

offer an alternative for consideration. It is likely that training would occur through video calls.

Answer100: *8. Insurance - Bidder is allowed to take exception to the condition. However, the expectation is that the bidder would clearly state why a condition is not applicable or offer an alternative for consideration.*

Answer101: *10. Termination, B. – This exception is rejected.*

Answer102: *12. Intellectual Property and Work Product, B. - Adding “To the knowledge of the Contractor” and deleting “warrants that it” (owns or has rights to use all intellectual property...) is not acceptable. Adding “third party software and” is acceptable. Deletion of “or process or product is an infringement of a...” is not acceptable. C. – Adding “Working Product Ownership...” is acceptable only if the last sentence is changed to read “The City supplier database or any other City-owned material is not subject to this Work Product Ownership...”.*

Answer103: *13. Records and Right-To-Audit – The addition of “reasonable” is not acceptable and the confidential guidelines are not acceptable as they may be contrary to public record laws. The other additions are acceptable.*

Answer104: *14. Contractor’s Assurances – All additions of the word “material” and “materially” in the paragraph are not acceptable. Deleting “...of the highest quality.” is not acceptable. Addition of “...the services which meet a standard of care equal to service providers...” is not acceptable to City.*

Answer105: *19. Force Majeure – Addition of “acts, orders, regulations” and “(except for the City’s payment obligations)” are not acceptable. The other additions/deletion are acceptable.*

Answer106: *27. Assignment of Interest – Addition is acceptable to the City.*

The following answers are in response to another bidder’s exceptions to the ITB’s *Sample Contract* (attached as “B” at end of this document with Answer# reference added to identify the question):

Answer107: *1. Effective Date and Term of Contract – We are writing an initial 3-year contract which allows for 1 (2) year extension.*

Answer108: *4. Contract Documents - City does not agree to delete the solicitation documents from the contract.*

Answer109: *5. Delivery Schedule – TOTE clause remains.*

Answer110: *6. Compensation/Payment - We are writing an initial 3-year contract which allows for 1 (2) year extension.*

Answer111: *7. Indemnification – If the awarded contractor is not coming onto City property, then City is agreeable to substituting an intellectual property infringement indemnification by the Contractor.*

- Answer112:** *8. Insurance - If the awarded contractor is not coming onto City property, then insurance requirements would not be applicable.*
- Answer113:** *10. Termination - City is open to adding mutual language for rights and remedies in the event of breach by either party.*
- Answer114:** *12. Intellectual Property – The RFP contract’s language seems consistent with bidder’s statement.*
- Answer115:** *13. Audit – If the awarded contractor is only supplying software and not performing services, then this requirement would not be applicable.*
- Answer116:** *14. Contractor Assurance - Contractor’s software product should meet the specifications so this requirement will remain.*
- Answer117:** *15. Warranties - No warranties are contained in the RFP’s contract, so the City accepts this statement.*
- Answer118:** *17. Dispute Resolution - City is amenable to adding mediation as a prerequisite to filing suit. Jury trial waiver is acceptable for this software contract.*
- Answer119:** *18. Attorney’s Fees and Costs - This is acceptable to City.*
- Answer120:** *19. Force Majeure - This is acceptable to City.*
- Answer121:** *21. Default and Remedies – No particular remedy was stated, so no response from City is necessary.*
- Answer122:** *27. Assignment of Interest - Acceptable, with approval of City which shall not be unreasonably withheld.*
- Answer123:** *30. Construction - This is acceptable to City, so long as Crowe accepts that our RFP remains.*
- Answer124:** *32. Exhibits - This is acceptable to City.*

5. Find attached:

- Prohibition of lobbying in procurement matters
- Attachment “A”
- Attachment “B”

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: _____

BY: _____

DATE: _____

CITY OF _____
GAINESVILLE

FINANCIAL SERVICES
PROCEDURES MANUAL

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the cone of silence (formerly black out period) as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

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PART 9 – SAMPLE CONTRACT

CONTRACT FOR CONTRACT MANAGEMENT SOFTWARE

THIS CONTRACT (“Contract”), entered into on the _day of _____, 2020 between the CITY OF GAINESVILLE, a Florida municipal corporation, (“City”), **insert address** and _____, (“Contractor”), **insert address**, taken together, shall be known as “Parties”.

WHEREAS, clauses that briefly describe project and history of project (if applicable)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on contract execution and terminating three years after execution. The Contract may be extended for one (1) additional two-year period, upon mutual agreement of the Parties.

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

3. SCOPE OF SERVICES.

Project or Product or Service Description:

,as more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the ‘Contract Documents’):

- i. Contract;
- ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
- iii. Bid Documents (*attach and identify by title, number and date*); and
- iv. Contractor’s response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

5. ~~DELIVERY SCHEDULE: (to be included for goods)~~ #98

~~The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.~~

A. ~~DELIVERY LOCATION:~~

~~All materials or equipment shall be bid F.O.B. Gainesville, Florida.~~

B. ~~DELAY~~

~~Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.~~

~~If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.~~

{OR}

5. TIME FOR PERFORMANCE (To be included for services, if needed)

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

{OR}

5. PARAGRAPH 5 INTENTIONALLY OMITTED.

~~[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]~~

6. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed (\$amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement).

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

7. INDEMNIFICATION.

Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the City, Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from third party suits, actions, damages, liability, expenses, losses and costs, including reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from or occasioned by any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

|

{OR}

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~~Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the City,~~ The Contractor agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City and its officers, employees, and agents from all third party liabilities, damages, losses, claims, suits, causes of action, costs, or expenses ~~of any kind or nature~~, including ~~but not limited to~~ reasonable attorneys' fees, for personal injury, death ~~or~~ property damage, ~~or any other losses~~ that arise from ~~or are in any way connected with~~ the negligence, recklessness, or intentional wrongful conduct of the Contractor and its officers, employees, and agents under the performance of this Contract. In effectuating the above, the Contractor shall at its sole expense assume and defend not only itself but also the City from any such claims, even if the claim is groundless, false, or fraudulent, provided the City retains the right to participate in the defense with its own counsel or counsel of its choosing at the City's own expense for attorneys' fees. This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the Contractor under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this Contract, or the terms, applicability, or limitations of any insurance held by the Contractor. The City does not waive any rights against the Contractor that it may have by reason of this indemnification because of the City's acceptance of Contractor's insurance policies required by the City, and this indemnification applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies are determined to be applicable to any such damages or claims for damages. Nothing contained in this Contract may be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the City any remedy or defense available at law. This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

8. INSURANCE.

#100

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	\$N/A per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000 per occurrence combined single limit for bodily injury and property damage
Non-owned Automobile Liability insurance	\$500,000 per occurrence combined single limit for bodily injury and property damage
Property Damage insurance	\$N/A per occurrence combined single limit for bodily injury and property damage

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled ~~or materially changed~~.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

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10. TERMINATION.

#101

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a “Default”), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City’s intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon ~~sixty~~^{sixtythree} (63) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

11. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

#102

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

~~B. Intellectual Property. To the knowledge of the Contractor, Contractor warrants that it owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to any third party software and designs, processes or products of a particular manufacturer expressly required by the City ~~for process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement.~~~~

~~C. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by Contractor in connection of this Contract, will be the exclusive property of the Contractor. The City supplier database is not subject to this Work Product Ownership provision, and remains the property of the City.~~

~~B.~~

13. RECORDS AND RIGHT-TO-AUDIT.

#103

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. Upon reasonable prior written notice, these records shall be subject at all reasonable time during regular business hours to review, inspect, copy and audit by persons duly authorized by the City provided, however, that all reasonable measures shall be taken by the City and its authorized persons to prevent unnecessary disruption to Contractor's operations and respect the Contractor's security and confidentiality guidelines. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

14. CONTRACTOR'S ASSURANCES.

#104

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times ~~materially~~fully conform to the specifications set forth in the Invitation to Bid. ~~Contractor shall provide its services and meet its obligations under this Contract in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to Contractor on similar projects and be of the highest quality.~~ In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is materially defective or does not materially conform to the specifications set forth in the Invitation to Bid, ~~the City shall promptly notifies the Contractor in writing outlining the specific details upon discovery in order to provide the Contractor with the opportunity to cure -such material defect or non-conformity within 30 days. If such efforts by Contractor to cure are unsuccessful,~~ the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice and receive a refund of all pre-paid and unused fees. ~~[and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.~~

15. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

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16. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

<http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingaPublicRecord.aspx>

17. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

18. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

19. FORCE MAJEURE (not needed if paragraph 5 is blank)

#105

If the performance of the Contract is delayed by or if the failure to perform the services is due to by acts of God, terrorism, pandemic, explosion, flood, -fire, lightning, earthquake, cyclone, acts, orders, regulation, strikes or labor difficulties, or without limiting the foregoing, other such cause completely beyond the control of either the City (except for the City's payment obligations) or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

{OR}

19. **PARAGRAPH INTENTIONALLY OMITTED** ^A

20. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

21. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

22. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:
City of Gainesville
Insert Department Name
Attn:
Insert Address

CONTRACTOR:
Insert Contractor's Information

23. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

24. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

25. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

26. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

27. ASSIGNMENT OF INTEREST.

#106

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned or delayed. Contractor may seek the assistance of Contractor's affiliated entities in the performance of this Contract. Notwithstanding the foregoing, the Contractor may assign this Contract in its entirety, without consent of the other party, to Contractor's affiliated entities or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

28. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

29. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

30. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

31. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

32. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

CITY OF GAINESVILLE:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

CONFIDENTIAL

CONFIDENTIAL: Exceptions to the RFP
(refer to Part 4, 4.5 Exception to the RFP)

Crowe has reviewed the Sample Contract for Contract Management Software (“Contract”) provided for in this RFP. Should Crowe be selected to engage in negotiations for a final agreement, Crowe shall request a number of modifications to the Contract. Further, it appears that the Contract contains certain boilerplate provisions that do not appear to be applicable to the requested software license (e.g., provisions relating to services); if selected to negotiate a final contract, Crowe will seek to discuss the removal or appropriate modification of such inapplicable clauses. Crowe understands that both parties reserve their respective rights to negotiate appropriate and mutually acceptable provisions prior to execution of any Contract should Crowe be considered for final negotiations. Areas to be negotiated include, among others, the following:

§	Subject	Comment	
1	Effective Date and Term of Contract	There is a discrepancy between the Term of the Contract (one year) and the termination three years after execution.	#107
4	Contract Documents	Because this is a license for Crowe software, Crowe would expect such license to be under its terms which are appropriately designed for the software. Other documents identified (and, therefore, the order of precedence) should not apply.	#108
5	Delivery Schedule	Crowe rejects any requirement that “time be of the essence” due to the cooperative nature of the relationship and Crowe’s dependency upon other parties.	#109
6	Compensation/ Payment	Crowe’s software is licensed on a subscription basis with a fee due on a mutually agreed schedule. Use of the software is dependent upon continued payment of fees. As previously indicated, it is not clear whether the City intends that the “Term” be one year or 3 years.	#110
7	Indemnification	Given the principal nature of this relationship (licensing of software), Crowe does not believe that an indemnity for bodily injury and tangible property damage to the extent caused by Crowe is pertinent or applicable. Implementation Services, if any, would be provided under a separate service agreement. Crowe would be willing to agree to provide an intellectual property infringement indemnity under Crowe’s standard terms, which are consistent with the market for software licensure. Crowe is not amenable to any other indemnities.	#111
8	Insurance	Given the nature of this relationship (licensing of software), Crowe does not believe that the Insurance requirement is pertinent or applicable.	#112
10	Termination	Additional rights and remedies must be available to Crowe in the event that the City defaults under the license agreement.	#113
12	Intellectual Property	All intellectual property pertaining in any way to Crowe’s software is, and shall remain, the exclusive property of Crowe. The output of that software (e.g., reports) and the data provided by the City shall belong to the City. The City may use any reports generated by the software for its own internal business purposes only. In lieu of a warranty of non-infringement, Crowe will provide a standard infringement indemnity.	#114

B

CONFIDENTIAL

§	Subject	Comment	
13	Audit	Crowe does not understand what need there may be to audit Crowe in conjunction with the provision by Crowe of a software license. This appears to be more applicable to the performance of services. Crowe would expect the right to audit the City's use of Crowe software to ensure compliance with the license terms.	#115
14	Contractor Assurance	Crowe makes no assurances in conjunction with the software.	#116
15	Warranties	Crowe specifically disclaims all warranties.	#117
17	Dispute Resolution	Crowe requests a fair and reasonable dispute resolution process, as well as a jury trial waiver.	#118
18	Attorney's Fees and Costs	Crowe rejects the prevailing party fees provision.	#119
19	Force Majeure	Crowe requests the imposition of a standard Force Majeure provision which would recognize causes beyond the commercially reasonable control of a party as excusing such party while in effect.	#120
21	Default and Remedies	This provision must be qualified to the extent that a given remedy is expressed to be an exclusive remedy within the Contract.	#121
27	Assignment of Interest	As the owner of the intellectual property behind the software, Crowe must have the right to assign its rights to an acquirer of the software.	#122
30	Construction	Whether such provision is appropriate depends upon the actual process of negotiation.	#123
32	Exhibits	Most of the exhibits do not pertain to the license and should not be appended.	#124