

**FORM B: VARIANCE FORM**

The Proposer must provide and state all variances to this solicitation, specifications, the Terms and Conditions on this variance form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Firm's Variance Form will be reviewed by appropriate City Staff, the City Attorney, and the Risk Manager. If the Variances presented by the Firm are acceptable to the City, a City Agreement will be routed to the awarded Firm for execution by the authorized officer per Sunbiz. The Project Manager will manage the execution of the agreement process.

**Variances requested to either the Bid/RFP, Terms and Conditions and Agreement may result in the City rescinding award of Contract.**

**If Firm has no Variances, Firm must state "None" below. This form must be provided back in the Firm's response.**

We have provided requested revisions to the City's sample agreement on the next page.

## ParkMobile Requested Revisions to Terms

1. **Article 2:** We will offer a our standard long form contract as an option for an exhibit for additional service specific terms (e.g. IP rights, access rights) that aren't addressed in the City's template agreement.
2. **Article 3. Indemnification:**
  - a. We request indemnification be mutual to the extent provided by law.
  - b. Delete "recklessness" and add "gross negligence".
  - c. Add "grossly" to negligence standard.
  - d. Delete "To the extent considered necessary by the City Attorney, any sums due to CONTRACTOR under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY."
  - e. Delete "CONTRACTOR acknowledges that it has received adequate consideration concerning the monetary limitation on the indemnification provided to City, which shall not be less than \$1 million per occurrence."
3. **Article 5. Insurance**
  - a. Delete Professional Errors & Omissions Liability section
  - b. Right to Revise or Reject subsection: delete "to revise any insurance requirement, not limited to limits, coverages, and endorsements"
4. **Article 6 Compensation**
  - a. Section 6.3 add "after notice to Contractor".
5. **Article 8 Miscellaneous**
  - a. Section 8.7 Assignment and Performance. add "which shall not be unreasonably withheld, delayed, or conditioned."
  - b. Section 8.21.2 Compliance with Public Records Laws of the State of Florida - add "written"