



TO: Thomas Thomas, City Manager

Number: 14-016

SUBJECT: Marina Software Replacement

Date: 11/27/2013

A small software committee comprised of members from the Information Technology, Finance, and Public Works Departments conducted a request for proposals (RFP) regarding Marina Software.

Background

Several software modules have been migrated from the 13 year old legacy IBM RS/6000 system in the last year or two. The final module to migrate is the Marina system. Elimination of the IBM RS/6000 has been an IT goal for several years. Public Works seeks a new software solution that improves reporting capability, reduces duplicate data entry, and could potentially improve customer service at the Marina. And the Finance Department expects to improve internal controls, optimize staff time, and integrate with the existing centralized cash receipting system.

Five proposals were reviewed. One proposal from DockMaster meets all of the requirements put forth in the RFP. Demonstrations have been provided and the software appears to be very capable. The integration to the cash receipting system, graphical user interface, and cloud based offering are key to pursuing this modern alternative. Detailed proposals from both DockMaster and iNovah are attached for your review. The intent is to have this new system in operation before the beginning of the 2014 boating season.

The expected project costs are tabulated below:

DockMaster Software Hosting & Installation	\$22,675
Connectivity & POS Hardware	\$10,000
iNovah Integration & Support	\$11,230
 Total Cost	 \$43,905

Recommendation: The software committee recommends that the City Council approve the purchase of the Marina Software at a total cost not to exceed \$43,905.00.

Account Chargeable:

Fund: 101 General Fund
Division/Cost Center: 256081 Information Technology
Object Class: 53822 Operating Service Contracts
Project Number: 5228000 Information Management

Submitted by: Timothy Bain, IT Director

APPROVED: Thomas Thomas, City Manager

CITY OF ROCK ISLAND



**ROCK ISLAND
ILLINOIS**

**Request for Proposals
ENTITLED**

MARINA SOFTWARE RFP

DATE OF ADVERTISEMENT: 08/09/2013

PROPOSALS TO BE RECEIVED BY 3:00 PM: 08/30/2013 (DAY OF WEEK - Friday)

**NOTICE
Request for Proposals**

CITY OF ROCK ISLAND

MARINA SOFTWARE RFP

The City of Rock Island requests for proposals from any prospective Provider for the above captioned subject.

PROPOSALS ARE DUE 08/30/2013.

Sealed proposals will be received until 08/30/2013, at 3:00 P.M. (Rock Island Time) in the Public Works Department, 1309 Mill Street, Rock Island, Illinois 61201. No proposals will be accepted after 3:00 P.M. on the above-scheduled due date. Proposals transmitted by U. S. Mail or other delivery will be considered only when said proposals are received no later than the time fixed for receiving said proposals. The City does not guarantee that proposals received by mail or other delivery will be received in time for the scheduled due date and time.

One copy of the Proposal (RFP) must be submitted. One original set of the Rate Proposal (Appendix A), Certification Affidavit (Appendix B) and Equal Employment Opportunity Statement (Appendix C) shall be submitted in an envelope. Proposals received in a format that is different from that described in this RFP will not be accepted.

All proposals shall conform to all the terms and conditions of this RFP, as stated in this document. Failure to conform to the terms and conditions of the RFP will render the proposal non-responsive and ineligible for further consideration.

Questions regarding this RFP may be addressed to:

Melody Miller, Marina Manager
1309 Mill Street
Rock Island, Illinois 61201
(309) 732-2281
miller.melody@rigov.org

Copies of the RFP may be obtained at the above stated address during normal business hours, 8:00 A.M. through 5:00 P.M., Monday through Friday. The RFP will be mailed in response to a fax request, 309-732-2380. No fee is required for the RFP. The City assumes no responsibility for a RFP sent through the U.S. Mail.

The City reserves the right to accept any RFP or any parts thereof or to reject any and all RFPs. The successful Provider will be required to comply with all applicable Federal and State of Illinois Equal Opportunity Regulations as required.

I. SCOPE OF WORK

A. OVERVIEW

Sunset Marina is owned and operated by the City of Rock Island Public Works Department and is located in Sunset Park at 31st Avenue and the Mississippi River at mile marker 479.8. Sunset Marina offers quality docking space for 473 boats from 16 feet to 60 feet in length.

The current Marina software package was specifically tailored to the Marina needs in 1993 by staff in the Data Processing Department now known as the Information Technology Department. The software package has been updated several times as needed with the last update occurring in 2005. The programs were written using RPG 300 on an IBM System 3. Later being moved into an RS6000 environment. The RS6000 environment is obsolete and no longer being supported.

The billing process starts in the legacy system with the customer information updated, rates are updated as necessary, calculations are performed, and a report is produced for entry into the City's billing software by the Finance Department.

Cash receipting of payment is handled through a centralized cash receipting system provided by System Innovators referred to as iNovah.

Rentals types are summer dockage, winter dockage (in water, land, inside building), secondary craft, and trailer storage.

Transient boater: Requests for overnight dockage are received by phone or through the request form on the City's website. <http://www.rigov.org/forms.aspx?FID=71>

The Marina has a 35-ton travel lift which can set a boat on land for repairs, take a boat off a trailer for launching, or load a boat on a trailer for transport to another location.

Contract types are annual, summer, winter (land/water), monthly, daily and overnight.

Rental season dates are :

- Summer: April 1 – October 31
- Winter: November 1 – March 31

Information currently tracked by customers includes:

- Customer account information with ability to store more than one customer data per account. Names, address, city, state, zip code
- Email address
- Phone numbers: home, work, cell
- Number of gate keys per account
- Track lift and sets
- Live aboard flag
- Lifetime cribbing flag
- Temporary boater flag
- Comments
- Boat information

- Length (feet and inches)
- Width (feet and inches)
- Height (feet and inches)
- Make of boat
- Name of boat
- Registration information

Secondary craft information is tied to the customer and/or slip. Two crafts are allowed per slip.

- Craft make
- Craft name
- Registration number
- Trailer identification
- Insurance company name
- Policy number
- Renewal date
- Amount of coverage/liability
- Notice sent dates

Slip information tracked:

- Slip measurements (width, length, height) in feet and inches
- Covered slip flag
- Shore power flag
- Shore power type
- Individual meter
- Water service
- Phone service
- Available for winter storage flag
- Winter power source 1 (slip number)
- Winter power source 2 (slip number)
- Summer Rental Flag
- Winter Rental Flag

Boat trailer information is currently stored on a spread not in the legacy system.

Insurance information is tracked per boat and secondary craft. Notices are sent to about to expire or have expired customers based on insurance renewal dates. Each mailing is tracked.

- Insurance company name
- Policy number
- Renewal date
- Amount of coverage
- Additional information
- Notice sent dates (3)

Calculations/Rates Types:

- Fixed
- Per linear foot
- Per square foot
- Whichever is greater: boat or slip

- Bottom wash with a min. fee
- Fees per boat
 - Individual dock meters discount
 - Number of air conditioners
 - Secondary crafts
 - Boat wash
 - Cribbing
- Deposits
- Prorating. For example: Customer in slip 501 for 2 months, then moves to slip 401 for the remainder of the season.

A map of the Marina is posted on a bulletin board. Customers names are penciled in to show rented and available slips visually.

Annual Slip Swap: At the slip swap, the first slip leaseholder on the list will be offered first choice of the available slips; the second slip leaseholder on the list will have a choice of the remaining slips; etc., proceeding down the list. A copy of the current in-harbor waiting list is posted in the Marina Office.

When a leaseholder has accepted a slip change, his/her name will be removed from the in-harbor waiting list. A leaseholder may add his/her name to the bottom of the list for future slip opportunities by completing a new form and submitting it to the Marina Office

Waiting list: An In-Harbor Waiting List was established to allow leaseholders to have the first opportunity to rent slips that become available.

Tracking temporary boaters description: A marina customer sells boat allowing the new owner to use the slip, new owner becomes a temporary boater within the software system. At the start of the new season, the seller retains the slip, temporary boater is deleted from the system.

Search capabilities are boat name, boat make, customer name, customer number, and slip number.

The Marina has gas dock facilities for regular and diesel fuel. Fuel discounts are offered. Pump out available at no charge.

Small inventory of items for sale. Items include pop, ice, snacks, cozies, and shirts.

Reports:

- Insurance Expired List
- Insurance renewal notices
- Detailed customer listing
- Slip information
- Advisory Board Listing (less information than the detailed customer listing)
- Deleted customer list (exported for mail/merge)
- Free lift and set listing
- Live aboard listing
- Key count listing
- Monthly rentals
- Slip swap
- Contract flag listing

- Registration information (main craft and secondary craft)
- Mailing labels
- “What if” Calculation on Slips Only
- Stats on Dollars –by customer, slip, or boat
- Secondary craft listing
- Available slip list
- Marina edit prior to billing (slips rented, open slips, and rented more than once)

Marina Timetable:

Action	Date
1. Prelease agreements mailing	09/11/2013
2. Prelease agreements due	09/27/2013
3. Slip swap	10/18/2013
4. Contract mailing	12/30/2013
5. Contracts due	01/17/2014
6. First bill mailed	March 2014

The City of Rock Island is seeking to purchase Marina software. Increased functionality will provide improved marina management capabilities.

B. GENERAL SCOPE OF WORK/SPECIFICATIONS

The City of Rock Island is soliciting proposals from interested marina software providers. The City is seeking the Provider to assist in fully integrating the Marina software functions into a cost effective and user orientated system that will improve marina management capabilities.

The City’s goal is to find, purchase and implement a marina system that will provide the following:

- 1) Ability to track more than one customer name (co-renters), address, phone numbers per account, also track secondary leaseholders; Limited ability to do this, additional fields can be maintained per account for search, lookup, etc. However export, list, and report generation is limited for the secondary co-renter

Yes

- 2) Additional fields per customer;
 - a. Hull identification number
 - b. Comments
 - c. Submitted contract
 - d. Number of keys and key numbers
 - e. Temp leaseholder
 - f. Lifetime cribbing
 - g. Live aboard
 - h. Used free lift and set
 - i. Alerts/Ticklers
 - j. Boat colors

- k. Attach pictures to account
- l. Next season information
 - i. Slip number
 - ii. Deposit date
 - iii. Prelease agreement returned date

Custom fields are available in customer and boat records file

3) Track insurance information per boat;

- a. Including insurance information: company name, policy number, renewal dates, amount of coverage, print notices from the software or mail merge, date notices sent logged on the account;

Yes

4) Track secondary craft or trailer information

- a. Including insurance information: company name, policy number, renewal dates, amount of coverage, make of craft, name of craft, craft length, craft width, registration number, width and length of craft, color of craft, hull ID, and attach pictures;
- b. Trailer make, model, license plate number
- c. Calculations of fees for secondary craft and trailer

Yes

5) Prorating of fees;

- a. For example: Customer in slip 500 for 2 months, Customer moves to slip 400 for the remainder of the season. Both slips have a different billing rate.
- b. Proration flow into the billing/invoices

Yes

6) Track number of keys issued per account/customer and the key numbers;

Custom field in Customer file

7) Track the number of lifts and sets per account/customer;

Tracking through launch operations reporting

8) Search capabilities: boat name, boat make, customer name, customer number, slip number, registration number, trailer plate, secondary craft make, secondary craft registration number;

Yes

9) Reports: All reports listed in the overview, open slips by date, receivables, delinquent notices, the ability to create reports thru crystal reports and/or adhoc reports;

DockMaster comes with standard reports and a report generator that allows for custom and Ad-hoc reports as well as exporting to Excel. Crystal Report generation is not an integration feature.

10) The availability to use various rate methods for calculation of fees;

- a. Fixed
- b. Per linear foot
- c. Per square foot
- d. Whichever is greater boat length or slip length

Yes

11) Method to bill customers for miscellaneous fees:

- a. Bottom boat wash with a minimum fee or a per foot;
- b. Lift and set (Marina boaters) per foot
- c. Lift and set (Out of harbor) per foot
- d. Marina labor rate per hour
- e. Cribbing flat fee
- f. Air conditioner per unit
- g. Secondary water craft (flat fee for first craft, different flat fee for additional crafts)
- h. Additional keys
- i. Push fee
- j. Trailer storage fees (25' and under; over 25')

Yes

12) Fees:

- a. Summer fees:
 - i. Uncovered dock without electricity per foot
 - ii. Uncovered dock with electricity per foot
 - iii. Covered dock with electricity per foot
 - iv. Uncovered land summer storage per square foot
 - v. Monthly
 - vi. Daily
 - vii. Overnight
- b. Winter fees:
 - i. Uncovered land winter storage per square foot
 - ii. Inside land winter storage per square foot
 - iii. Uncovered water winter storage per square foot
 - iv. Covered water winter storage per square foot
 - v. Annual uncovered land
 - vi. Annual uncovered water
 - vii. Annual inside
 - viii. Annual covered water
 - ix. Boats 25' and under that come and go on trailers flat fee
 - x. Boats over 25' on trailer flat fee

Yes

13) "What if" rate simulation. Many boaters request information on the cost if they move to a different slip or modify various fees;

Yes

- 14) Method to update new fees per boat or account without updating each individual account or boat for new boating season(batch process);

Yes

- 15) A process to track temporary boater;

Yes

- 16) On-line reservation module;

Available – Need additional Information

- 17) Export data to Microsoft Office Suite (Excel, Word, MS Access);

Yes, DockMaster can also generate documents via mail merge and PDF, email capability built in for sending invoices, statements, and contracts.

- 18) Email customers from within Marina software;

Yes, multiple areas including simple mass email for notices.

- 19) Visual maps of the marina docks and land storage (summer and winter). Preferably the visual map can be changed by City staff without the need to contact the vendor. With touch screen capabilities. Ability to view map with boat information on portable device on docks.

Yes

- 20) Data conversion from legacy system;

Exuma shall convert data for customers, boats, boat slips, vendors and parts inventory; If Customer provides the data in Tab Delimited or Fixed Length ASCII file format in the record layout provided by us.

- 21) Provide quality management reports for business analysis, problem resolution and overall efficiency;

DockMaster has a fully integrated, GAAP compliant, accounting system. We also have the capability of of real time financial reports by department with gross profit percentage.

- 22) Improved performance on key business indicators with enhanced performance tracking and analysis capabilities; and

Rent roll revenue report has detailed occupancy and revenue by slip.

- 23) Provide an automated interface for sending relevant data to the City's financial systems.

- a. Interface with Harris Computer(MS GOVERN) products iNovah (cash receipting) and GEMS (general ledger);

Financial reports, sales journals, and other data files can be exported to MS Excel for import purposes.

24) Invoices require bar coding for ease of payment processing through the lockbox procedure;

Yes

25) On-line payments or ACH;

Available – Need additional information

26) Audit control and security;

- a. Audit reports. Audit trail of changes made to a customer;
- b. Security/Permissions per user or group of users

Yes

27) Attach photos, contracts, insurance information, or other documentation to a customer;

This information can be stored in the LeadMaster Module.

28) Describe the implementation process and training;

Once the software is installed, our Implementation team will assign a specialist for a Pre-Implementation call to check the network and software installation and prepare your system and staff for the upcoming training. The training Staff and Support Center will also work with your key personnel for the first few weeks over the phone and Internet by assisting them in becoming familiar with basic functions of the system and doing initial data entry. This will further prepare your staff for the onsite/on-line training sessions.

A detailed description and timeframe for installation, set-up and training will be included in the implementation plan provided with the contract.

29) Ability to re-print bills or notices;

Yes

30) Small inventory of items for sale. Items include pop, ice, snacks, cozies, and shirts.

Sold through DockMaster Point of Sale

C. SPECIFICATIONS

The Provider will be able to perform all the functions described below:

1) Accounting and Billing

The City of Rock Island provides billable services for the marina customers. It is expected that the software will perform all aspects of billing and collection processes including:

- a. Produce invoices with detailed charges per customer on a monthly basis. Invoices should be able to be printed in house or to a file to be printed by our outside vendor. Invoices should be capable of being reprinted as needed. Should be able to customize invoices with City logo, etc.
- b. Produce statements for all customers on a monthly basis.
- c. 5 % late charge should be calculated and added to delinquent accounts once a bill is more than 19 days delinquent.
- d. Delinquent notices should be generated as needed.
- e. Charges should be able to be adjusted or written off with appropriate permissions. Audit trail should be available for any adjustments or write offs.
- f. Aged receivable and other billing reports should be available as needed.
- g. Monthly billing should create posting report with journal entry to flow into our general ledger system (MS Govern).

2) Technical Requirements

All applications must use a windows based user interface. A web based client is preferred, but client server applications will be considered. The application should use one of the City of Rock Island's existing database platforms: SQL server or DB. Hosted systems are preferable.

The City would like touch screen capabilities for use with desktop computers and mobile devices.

D. TIMETABLE

The Provider agrees to perform the work in a timely manner in accordance with the times and conditions set forth in the timetable below:

Action	Date
1. Issuance of RFP	08/09/2013
2. Deadline for RFP Proposals	08/30/2013
3. Proposal Review	09/03/2013 - 09/13/2013
4. Provider Presentations (if necessary)	Week of 09/23/2013
5. RFP Award	10/07/2013
6. Software Implementation/Parallel	10/07/2013 - 12/13/2013
6. Marina Software Completion	12/13/2013

Providers should be prepared to make presentations to the Public Works, Information Technology and Finance Departments during the week of September 23, 2013. The presentations will consist of an overview of your response to the RFP and a question and answer session.

The Provider recommendation will be placed on the City Council agenda on October 7, 2013.

The selected Provider shall be expected to begin work on this project immediately following City Council approval.

II. SCOPE OF SERVICES

Marina Software Services are expected to be performed by the Provider between October 7, 2013 and December 13, 2013.

A. General Requirements

The Marina Software Service Provider will work closely with the Public Works, Information Technology and Finance Departments to provide a thorough description of all modules in their marina system software. All proposals should include a database focused software application and appropriate hardware devices. The following general specifications are the minimum requirements for this project:

- 1) The software system will support efficient data entry and reporting, allowing future needs while minimizing the need for additional support personnel;
Yes
- 2) Data collection should occur at the point of use in the most efficient manner possible.
Yes
- 3) The software should support user defined reporting and data queries. This data should be available for export to a spreadsheet for additional analysis;
Yes
- 4) The software must maintain historical data on-line;

Yes

- 5) The software must have adequate security controls with user identification, user passwords and application;
Yes
- 6) The Provider must supply maintenance and software program support including all software upgrades and optional support;
Yes
- 7) The software can be hosted by the Provider or the City. If the Provider is hosting the software and data, the Provider will install and manage upgrades to the software. The City will not have to perform any maintenance on the client workstation in order to have the latest software version;
Yes, Initial automated install of client required. Future client interfaces auto upgrade when hosted by Exuma.
- 8) The Provider will supply trained technical support staff able to log into the database remotely and assist with troubleshooting, configuration and support issues;
Yes
- 9) The Marina software preference shall be browser based and run on the latest version of Internet Explorer, if possible. iNovah cash receipting software currently requires Internet Explorer version 7 or 8; and
Yes, current product version is local client, future versions will be browser based.
- 10) The Marina software will integrate with the City's existing financial system and potentially with Cityworks.
API Available, Need additional information
- 11) The Marina software will have touch screen capabilities for use with desktop computer and mobile devices.
Yes, Mobile Apps Available
- 12) The software should be capable of integrating fuel sales module at a future date.
Yes

B. Implementation Requirements

- 1) Have a dedicated staff who consults with purchaser on operational practices and the best way to utilize the system to achieve organizational objectives described under the General Scope of Work;
Yes
- 2) Offers a structured, documented implementation process;
Yes
- 3) The ability to develop custom interfaces to the city financial systems;
DockMaster API
- 4) Capability to create written procedures for the City's operation, including daily, weekly and monthly processes and queries;

Yes, documentation can be customized

- 5) Provide an appropriate amount of on-site training for employees at the time of implementation; and
Yes
- 6) Offer on-site follow-up training and operational/system consulting 10 – 12 weeks after the software installation.
Yes

C. Conversion Costs

It is the City of Rock Island's intention to migrate existing data into the new Marina system. The Provider will be responsible for importing this data into the new database. The Provider must develop a reliable check method to ensure that all data from the export files are passed into the new system. The City will help assist the Provider to help export data from the old system. Examples include customer data, slip information.

The Provider will need to examine the old system and determine the appropriate amount of time needed to undertake a successful conversion to the new Marina system.

DockMaster will provide conversation templates for Customer, slip, vendor, and boat information.

Migration required to be performed by City should be shown as a cost reduction.

D. Interfaces and Marina Software

The Provider must offer interface services. The Provider should explain the type of interfacing available and the process for interfacing with external applications such as: the city's financial software, cash receipting software, and Cityworks.

API Available

E. Training

The Provider will provide a minimum of 2-5 days of on-site training after system installation with live webex training available. The City will schedule the training days and hours. The Provider will provide training as needed.

Yes, DockMaster will provide on-line training through go-to meeting

F. Software and Hardware Maintenance and Support

- 1) The Provider must offer a maintenance agreement that will cover the Marina system, all hardware and software support;
Yes, Hardware support limited to hardware sold by Exuma
- 2) The maintenance plan must focus on preventative maintenance. This should include trouble shooting, installing upgrades, free training and performing back-ups and routine checks to achieve maximum performance. Upgrades and preventative maintenance should be handled remotely and after hours, leaving the City operation with little downtime. Provider hosted maintenance should provide a toll free

phone number with a 2-hour turnaround Monday through Saturday between the hours of 8:00 am and 5:00 pm, Central time. The Provider will supply an hourly rate for support during non-business hours; and

Training is not provided free of charge

- 3) The system must include two years of software and hardware warranty, maintenance and support, as well as an annual maintenance agreement that will cover all system hardware and software support, for an additional term of three years for a total of five years. As part of the support agreement, the successful Provider must provide upgrades to the software system as they become available for public distribution.

Hardware warranty and repair service is not included, provided by manufacturer only.

III. COST PROPOSAL

A. FEES

The Proposal shall include labor, materials, equipment, supplies and expertise necessary to provide the services as outlined in the Request for Qualifications. The Provider shall complete the *Rate Proposal* provided in Appendix A. It is expected that all proposers responding to the RFP will offer government or comparable favorable rates.

Need to know infrastructure setup before we can include equipment, etc.

The Provider is required to submit one (1) original set of the Rate Proposal (Appendix A). The Rate Proposal must be clearly marked as such.

The Provider shall propose a “not to exceed price” to complete each phase of the project. (See Appendix A). The fees set forth in Appendix A shall be the total and complete compensation to be paid to the Provider for the work performed under this agreement. The Provider shall bear any and all fees, costs, taxes or expenses of any nature which the Provider incurs in performing the work.

The Provider will not bill for services and the City will not pay for services prior to delivery and acceptance of each deliverable outlined in the Scope of Services

B. EXECUTIVE SUMMARY

The Provider shall provide an executive summary of its proposal. The executive summary should be a “high level” overview of how the Provider plans to accomplish the requirements of the RFP. The executive summary should demonstrate the Providers understanding of the requirements. The Provider must also address in this section how it meets the minimum qualifications requirements identified under the “Scope of Services”.

DockMaster is a complete management information solution for marinas, boatyards, boat dealers, boat builders and marine retailers/distributors. The product consists of a series of integrated software modules that address specific functions within a marine-related business.

DockMaster modules include: VisualMarina™, LeadMaster™ (CRM), Work Order Processing Scheduling and Time Clock Management (Service), Touch Point-of-Sale, Order Entry, Storage & Billing, Inventory Control, Boat Sales and F&I, Transient Reservations, Special Orders, LaunchMaster™, and Accounting (A/R, A/P, G/L). Integrations include: Microsoft® Office, MICROS POS, and an Open API for third party integrations.

DockMaster has over 30 years of experience in designing software, implementing services and supporting our 300+ client base. A client is considered as the parent company which may have multiple locations and a variable amount of users. With our experience and staff, DockMaster fully understands and can provide a comprehensive solution outlined in this RFP.

DockMaster has over a hundred customers that have similar operations as Rock Island. Our software modules meet most of the requirements as noted by a quick response under each section in the Scope of Services. Items that need additional information for clarity and understanding have been noted as such. To sum up, our experience, product suite, staff and services meet your needs.

C. SUBMISSION

All Providers must submit one paper proposal, including one (1) original signature set, in envelopes. The Provider is required to submit one (1) original set of the Rate Proposal, Certification Affidavit and Equal Employment Opportunity with signatures. The Cost Proposal must be clearly marked as such. The Provider shall include the following information on the face of the envelope:

Provider's Name and Address
Subject of Proposal (Marina Software RFP)

When proposals are sent by mail to the Public Works, the Provider shall be responsible for delivery before the advertised date and time for the receipt of proposals. Proposals received after the bid closing will not be considered and will be returned unopened. Response documents should be prepared simply and economically, providing a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP.

IV. PROVIDER QUALIFICATIONS

The Provider must demonstrate that it has been in business for a minimum of five (5) consecutive years and has a minimum of one (5) years of experience in the services required in Section I, *Scope of Work*. Additionally, the Provider shall provide detail regarding its experience in Marinas.

The following elements must be included in each Marina proposal:

Description of Company
Experience
References
Insurance Requirements

The submittal requirements for each of these elements follow. Please note that proposals must include the information requested here in the manner specified. If the information is not included in the manner specified, the proposal will be considered non-responsive and may be eliminated from consideration.

A. DESCRIPTION OF COMPANY

The Provider shall describe its company on one 8 1/2" x 11" page. The following data is to be included:

- Name of provider; including a current profile of the company
- Address of corporate headquarters and Quad City Area location, if differing
- Telephone and fax number(s) for Quad City Area locations(s)
- Form of company; i.e. sole proprietor, partnership, professional corporation
- Provide the Federal Employer Identification number (FEIN) of the Provider and/or in case of a sole proprietorship or partnership, provide the Social Security Number (SSN) for all owners or partners
- Date company formed; date incorporated if a corporation
- Company principals including president, chairman, vice presidents, secretary, chief operation officer, chief financial officer, general manager(s)
- Name(s) of principal members of company responsible for administration of this contract. Include a resume or vitae of each of these primary contacts.
- Licenses (provide a copy of all licenses and/or permits required to do business in the State of Illinois)
- The Provider will disclose any pending acquisitions, divestitures or conflicts of interest that could impact this contract. Please note: The Affidavit of Ownership may have similar information listed above, but must be filled out and executed (See Appendix B).
- The Provider will disclose any pending lawsuits related to Marina software. List all claims filed against the Provider (or its agents or employees) for professional errors or omissions. In addition, list all written complaints filed with local, state or federal regulatory agencies, business organizations, or any additional agencies within the last three (3) years. A statement explaining the circumstances surrounding these events should be submitted.

B. EXPERIENCE

The Provider will provide a listing of other government agencies or private entities for which similar work has been performed by the Provider (i.e., provide name of entity, address, phone number, contact person, and brief description of project). The Provider will provide detail regarding experience performing Marina comparable scope to the work outlined in Section I of this RFP.

C. REFERENCES

The proposal shall include at least three (3) references for Marina software that best demonstrate the Provider's ability to complete the proposed project successfully.

the proposal is withdrawn by written notice received by the City prior to the response due date. If subsequent negotiations are conducted they shall not necessarily constitute a rejection or counter proposal on the part of the City.

11. ASSIGNMENT

The Provider shall not assign, sublet, or transfer all or any part of the interest of the Provider in this Agreement without the prior written consent of the City.

12. CONFLICT OF LAWS

The Provider expressly agrees that the Agreement shall be governed by Illinois law and that Illinois law will be the controlling law in the event of any disputes, claims or controversies should arise out of or in connection with this Agreement and any subsequent contract that is awarded pursuant thereto. Any party to a dispute shall request that a hearing be scheduled within Rock Island County in Illinois subject to the reasonable availability of the parties and their representatives.

In the event that any of the provisions of the Agreement conflict with any provisions set forth in the RFP, it is the intentions of the parties that the provisions of the Agreement shall control.

15. CONTRACT TERMINATION

The contract may be terminated in whole or in part unilaterally by the City at any time with 30 day notice to the Provider, subject to equitable settlements of all interests and obligations that have accrued to date of termination.



DockMaster Implementation Plan

for

City of Rock Island – Sunset Marina

Thank you for considering DockMaster Software and Exuma Technologies, Inc. as your dealership management system. We have been developing and implementing software systems in the recreational industry since 1983.

At Exuma we know that a successful implementation is the key component to a win-win relationship. We develop customers for life. Our software has a loyal following of customers that have been on the system over 25 years. We spend aggressively on research and development to continually improve the products we deliver.

Our customers are experts at driving profits out of various recreational businesses; however they typically are not implementing enterprise class technology solutions on an on-going basis. This is where our team comes in. We take control of the implementation and drive that process with checklists and timetables, etc.

This document summarizes the steps in the process that we will go through to take you from Contract Signatures to Active Support. There are two main groups that you will be interfacing with in the implementation process: IT/Installation Group and the Client Services Group.

IT/Installation: This group provides network configuration assistance, hardware set-up assistance and complete software installation and verification.

Client Services: This is essentially the mentoring group. This team has an average of 25 years of recreational industry experience. Most of our trainers are former marina owners, controllers, parts managers or service managers. They will provide the hand holding through the implementation process. This includes on-site training and internet based training, including data entry support.

The City of Rock Island will be assigned a Project Manager. This individual takes ownership of the implementation from start to finish...working with the customer and the project team to ensure a smooth implementation. Your Project Manager will be assigned upon execution of the Software License Agreement and your project will be overseen by the Director of Client Services.

Dale Irwin, Director of Client Services

Email: dalej@exumatech.com

Phone: (561) 969-2882 Ext 8733

Implementation Steps and Proposed Timelines

Given below are the PHASES recommended for your Implementation.

Contracts and Financing (Phase Pre-1)

- Receive deposit check and signed agreements – Week of **October 7th, 2013**
- Initial customer contact by Client Services group within 2-5 business days of contract receipt.

Requirements Gathering and Site Prep (Phase 1) - Week of **October 14th, 2013**

- Kickoff meeting with teams
- Order Software and Hardware
- Review of Hardware and Network Setup

Pre-Implementation Discussions and Planning- Week of **October 21st, 2013**

During this Pre-Implementation phase, our team will spend time with you and your team covering the following:

- Discuss Current Business Processes
- Gather forms and Pertinent Data
- System Overview

Installation / Server Setup (Phase 2) - Week of **October 28th, 2013**

- Install D3 Database and DockMaster Software
- Customer completes installation verification request
- Setup of Initial Accounting Information and Code Files

Data Conversions, Forms and VisualMarina Development (Phase 3) – On going until Go Live

This phase is a parallel process and can begin as soon as the contract is signed and we receive the appropriate forms and files from the client. In general, this phase takes 6-8 weeks for the completion and is dependent on the following information being delivered timely by your team:

- Files for conversion (customers, boats, parts, vendors etc.)
- Marina image(s) and list of slips for all storage locations
- Specific Forms that need to be developed

*Note: These files will be installed and tested on the client's system prior to the Go Live date therefore files must be received for review by Exuma staff no later than **October 28th, 2013**. In some cases files must be returned for further modification and discussion, files must be returned in a timely manner in order to be processed for review and approval.*

- 3) Get on board with the implementation schedule that we have jointly agreed upon. Don't just rubber-stamp it but get everybody involved in the project to sign on to his or her piece, commit to dates and set aside the appropriate amount of time required over and above the day to day work load.
- 4) It may go without saying, but no project was ever completed on time and on budget without both sides staying in constant communication. It's not a bad idea to set up a weekly conference call or meeting with the key players on the implementation team to keep abreast of any issues encountered in the previous week. Resources can be reallocated proactively in order to address any items that threaten to derail the project's overall timeline. Call us at anytime for help!

Information on Data Conversion and Forms Development

This phase of the implementation cycle is really the back-office work we provide our customers to tailor the system to their needs. These three components typically happen in parallel with data entry and on-line training. This phase takes place at Exuma Technologies by our highly trained development staff.

- **Data Conversion** - Most DockMaster clients come from using another financial/marine software product. We can help you import information from that product into DockMaster. This is done if the product you are moving from allows you to export data to a spreadsheet or text file. We will help you import file lists such as: Customers, Vendors, Customer Boats, and Parts Inventory.

- **VisualMarina** - VisualMarina is comprised of three layers - the marina image, the boat slips and lastly the boats placed in those slips. We create the marina image and configure the slips for you. You will then place the boats in the slips according to your storage utilization at the time you go live. Exuma has an individual dedicated to developing marina map images and another person who will create the slips for one or more locations in VisualMarina. We will be requesting a digital image of all your storage locations (wet and dry). If you cannot produce this in an electronic format, a fax can be used. Note that marina image turn around time is expedited if we can get a digital image from you. Once the configuration is complete, we will be helping you and instructing you on how to retrieve the files to be installed on your server and client workstation.

- **Forms Development**- The third component of our "back-office" duties is forms development. We will need copies of all the forms that we have mutually agreed to produce in DockMaster. DockMaster forms are those documents that have specific user defined layouts. These are different from reports, which are generated in our Report Generator module. Forms that we typically develop for clients include: Service Work Orders, Service Invoices, Storage Proposals, POS Receipts (sales tickets) and A/P Checks.

Send all Documents and correspondence during your Installation to your Project Manager:

Ed Albright
edwarda@exumatech.com
(561) 969-2882 Ext 8729

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APPENDIX A

RATE PROPOSAL



2 | Page

Qty	Software Description	Unit Price	Line Total
1	Parts Inventory Control (Purchasing, Receiving & Special Orders)	INCLUDED	INCLUDED
1	Touch Point-of-Sale	INCLUDED	INCLUDED
1	Accounts Receivable, Payable and General Ledger	INCLUDED	INCLUDED
1	Storage & Billing (Slip and Storage Management)	INCLUDED	INCLUDED
1	Transient Reservations	INCLUDED	INCLUDED
1	LaunchMaster	INCLUDED	INCLUDED
1	VisualMarina Map Creation and Set-up — 470 Wet Slips	500 per map + 2.5 per slip	1,675.00
1	Advanced Reporting - Rent Roll	1,500.00	1,500.00
Software Sub-Total		INCLUDED	3,175.00
Qty	Hardware Description	Unit Price	Line Total
1	Touch Screen Point of Sale Monitor 19"	775.00	775.00
1	Ithaca Thermal Receipt Printer w/ a Case of Rolls	449.00	449.00
1	MMF Electronic Cash Drawer w/ Cable	420.00	420.00
1	ID TECH MiniMag Magnetic Stripe Credit Card Reader USB	85.00	85.00
1	Bar Code Thermal Printer w/ 1 Case of Labels	650.00	650.00
1	Bar Code Scanner & Wedge w/ Cable	395.00	395.00
Hardware Sub-Total			2,774.00
Qty	Services Description	Unit Price	Line Total
2 Days	DockMaster On-Site Consulting and Training **	1,350.00	2,700.00
1	System Setup and Configuration	INCLUDED	INCLUDED
24 Hours	Hourly Internet Training and Consulting	125.00	3,000.00
24 Months	Software Hosting	12,600.00	12,600.00
1	Data Conversion - Customers, Boats, Vendors, and Parts	INCLUDED	INCLUDED

	Services Sub-Total		18,300.00
Total DockMaster Price			24,249.00
Qty	Monthly Fee for Hosted Services	Unit Monthly	Total
	3 DockMaster Users	175	\$ 525.00
	Monthly		\$ 525.00
	***Total		

* Does not include applicable sales tax, shipping or fees

** Does not include travel expenses

*** Monthly Fee for Hosting starts on the 25 month of the Agreement

RATE PROPOSAL

This "Summary of Proposed Rates" is to be executed and returned with your proposal.

I certify that our proposal addresses all criteria required in the Request for Proposal and that I have read and understand the Scope of Services as presented in the Request for Proposal.

I. MARINA SOFTWARE SYSTEM *

A. Hardware / Software Costs \$ 18,549.00

- Please provide detail including any other miscellaneous hardware as an attachment.

B. Implementation Costs \$ INCLUDED

C. Conversion Costs \$ INCLUDED

D. Costs for Required Interfaces \$

E. Training \$ 5700.00

F. Annual Software Maintenance Support & Upgrades

Years 1 & 2 \$ included
Year 3 \$ 6300.00
Year 4 \$ 6300.00
Year 5 \$ 6300.00

G. Annual Hardware Maintenance

Years 1 & 2 \$ included
Year 3 \$
Year 4 \$
Year 5 \$

Notes:

*The consultant shall propose a not to exceed price to complete each phase as described in the Scope of Services. In no event will the City pay more than the not to exceed price proposed by the consultant for each phase.

SIGNATURE AND TITLE OF OWNER OR AUTHORIZED PERSON:

Kend Vazzy Sales Manager
(Name and Title)

8-29-13
(Date)



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Subscription Services Agreement

This Software Subscription Services Agreement (“Agreement”) is entered into as of the December 6, 2013 (Effective Date) between **My-Villages, Inc.**, a Florida corporation, with its principal place of business located at **11450 SE Dixie Hwy Ste 201, Hobe Sound, FL 33455** (“My-Villages”), and **City of Rock Island** with its principal place of business located **1309 Mill Street Rock Island, IL 61201** (“Customer”). Capitalized terms not otherwise defined herein shall have the meaning given to them in Section 12.

- 1. Subscription Service:** Subject to the terms and conditions of this Agreement and during the Term, My-Villages hereby provides Customer with a limited, non-exclusive, non-transferable (except in connection with an assignment under Section 11 herein) and terminable license to access and to use My-Villages’s online business application suite and modules (the “Service”) purchased by Customer as described in Exhibit A (Licensed DockMaster or RVMaster Subscription Services) attached herein and solely for Customer’s use and operations. The terms of this Agreement shall also apply to any modules or features subsequently provided by My-Villages to Customer and/or that have been purchased by Customer that augment or enhance the current business application. My-Villages shall host the Service and may update the functionality and user interface of the Service from time to time in its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the use of the Service.
- 2. Restrictions:** The license granted in this Agreement and Customer’s use of the Service shall not include service outsourcing, renting, or time-sharing of the Service. Customer agrees that the license granted herein is a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer agrees that My-Villages shall own all rights, title and interest in and to all intellectual property rights in the Service. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by My-Villages.
- 3. License from Customer:** It is My-Villages’s practice to make tape back up copies (or some other form of archival media) of the Customer Data in Customer’s account and to store and maintain such data for approximately 90 days (unless legally required to maintain such Customer Data longer). Subject to the terms and conditions of this Agreement, Customer grants My-Villages a limited non-exclusive non-transferable (except in connection with an assignment under Section 11 herein) license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Service to Customer and for approximately 90 days after termination of the Service for the sole purpose of storing backup Customer Data at My-Villages’s offsite storage facility. Subject to the terms of this Agreement, My-Villages agrees that, as between Customer and My-Villages, Customer Data shall at all times be considered the property of Customer.
- 4. License Term, Fee and Payment:**
 - a. Term of Agreement:** The term of this Agreement is for 36 months from February 1, 2014 (“Start Date”) to January 31, 2016 (“End Date”), unless earlier terminated pursuant to Section 6, and will automatically be extended for successive renewal terms of one (1) year each, unless Customer provides written notice of non-



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renewal to My-Villages at least one (1) month before the expiration of the then-current term.

- b. Fees and Payments:** Customer shall pay a total fee of **\$11,649.00** TOTAL FEES INCLUDING LABOR] plus **\$525.00** per month for the licenses, services and professional services if applicable as listed on the Licensed DockMaster / RVMaster Subscription Services (Exhibit A), which is hereby fully incorporated herein by reference. Deposit of **\$5,824.50** is required with the acceptance of this Agreement by both Parties. The balance will be due in a second payment **\$5,824.50** on **February 1st, 2014**. For all subsequent orders and renewals, the amount of the fee for the Service shall automatically adjust to list prices generally applicable to My-Villages's customers. In the event that Customer and My-Villages subsequently execute an Addendum to Licensed DockMaster / RVMaster Subscription Services for any reason, including, but not limited to, for additional users, support, and/or additional features, the terms of this Agreement shall apply and such Addendums shall be automatically incorporated herein by this reference. My-Villages reserves the rights to change its monthly subscription and support rates schedule once per year by providing Customer with thirty (30) days prior notice upon each anniversary of the Start Date of this Agreement, provided that no such increase will exceed 10% of the fees charged for the immediately preceding year.
- c. Monthly Subscription Fee:** Per section 4b monthly subscription fee of **\$525.00** shall commence on **02/01/14**.
- d. Late Payment and Taxes:** All invoices are due upon receipt. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. Customer further agrees to pay all foreign, federal, state, and local taxes, if applicable, to Customer's access to, use, or receipt of the Service, excluding My-Villages's operational and/or income taxes.

5. Terms of Service: Customer agrees to the following terms of service.

- a. Customer Must Have Internet Access:** Customer must have or must obtain business class internet service with dedicated IP address to access the World Wide Web, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary such as approved VPN appliances to make such (and maintain such) connection to the World Wide Web. Customer understands that business class DSL, cable, or other high speed Internet connection is required for proper performance of the Service.
- b. Accuracy of Customer's Contact Information:** Customer agrees to provide accurate, current and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. If Customer sells the business or changes business name, transfer fees will apply and legal proof of sale and new ownership are required.
- c. Email and Notices:** Customer's email address for communication and notice purposes relating to this Agreement miller.melody@rigov.org (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from My-Villages at the above e-mail address specified under this Section 5.c. Customer further agrees that My-Villages may provide any and all notices, statements, and other communications to Customer through either e-mail, posting on the Service (or other electronic transmission) or by mail



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or express delivery service. My-Villages may rely and act on all information and instructions provided to My-Villages from the above-specified e-mail address.

- d. **Passwords, Access and Notification:** Customer may designate up to the number of users under Customer's account that corresponds to the number of Subscription License Seats purchased by Customer. Customer may provide and assign unique passwords and user names to each authorized user for each Seat purchased. Customer agrees that Customer is prohibited from sharing passwords and/or user names with any unauthorized user. Customer will be responsible for the confidentiality and use of Customer's user's passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account. My-Villages will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify My-Villages if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number.
- e. **Customer's Lawful Conduct:** The Service allows Customer to send Electronic Communications directly to My-Villages and to third-parties. Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer will not send any Electronic Communications from the Service that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by this Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by My-Villages. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any unauthorized user, including but not limited to, by "mirroring" or "framing" any part of the Service, or by creating Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including but not limited to rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by My-Villages. Neither Customer, nor someone acting on Customer's behalf, will use the Service to target for solicitation any My-Villages customers for purposes of providing any competitive product. Customer shall ensure that any use of the Service by Customer's employees (or Customer's other authorized users) is in accordance with the terms and conditions of this Agreement.
- f. **Third Party Software:** Customer agrees to use third party software necessary for accessing the Service, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by My-Villages. Until notified otherwise by My-Villages, Customer agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by My-Villages and to follow logon procedures for services that support such protocols. Customer agrees that My-Villages is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software; or for any compromise of data transmitted across



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computer networks or telecommunications facilities, including, but not limited to, the Internet, which are not owned or operated by My-Villages.

- g. Transmission of Data:** Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to My-Villages's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by My-Villages. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that My-Villages is not responsible for any Electronic Communications and/or Customer Data which are delayed, lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by My-Villages, including, but not limited to, the Internet.
- h. Links / 3rd Party Data:** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because My-Villages has no control over such sites and resources, Customer agrees that My-Villages is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. In addition, Customer agrees that My-Villages is not responsible for any and all third-party information that may be provided to Customer through the Service (e.g. through the integration of the Service with a third party online application).
- i. My-Villages's Support:** My-Villages will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with Online Help, a Knowledge Base and an online support ticket tracking system through our customer portal, as well as "fee-based" training classes. My-Villages also offers customer support and professional services consultation. Customer acknowledges that My-Villages has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of My-Villages or engaging My-Villages or other My-Villages authorized implementation partner in the provision of professional services may substantially limit Customer's ability to successfully utilize the Service.
- j. Trademark Information:** DockMaster®, the DockMaster logo®, RVMaster®, the RVMaster logo®, LeadMaster™, VisualMarina™, and other My-Villages service marks, logos and product and service names are marks of My-Villages (the "My-Villages Marks"). Customer agrees not to display or use the My-Villages Marks in any manner without My-Villages's express prior written permission.
- k. Confidential Information:** For purposes of this Agreement, confidential information shall include the terms of this Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential ("Confidential Information"). Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights under



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this Agreement; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information) and to make Confidential Information available to authorized persons only on a “need to know” basis. Either party may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. Notwithstanding the foregoing, this Section 5.k will not prohibit the disclosure of Confidential Information to the extent that such disclosure is permitted by law or order of a court or other governmental authority or regulation. With respect to any information received by either party from the other as a result of any other relationship between the parties other than in the course of performance under this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any applicable Nondisclosure Agreement (or similar agreement) executed between the parties.

6. Suspension and Termination:

- a. **Suspension for Delinquent Account:** My-Villages reserves the right to suspend Customer’s access to and/or use of the Service (and that of any other customer of My-Villages that controls, is controlled by, or is under common control with Customer) (a “Customer Affiliate”) for any accounts (i) for which any payment is due but unpaid but only after My-Villages has provided Customer one (1) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice (“Delinquent Account Status”), or (ii) for which Customer has not notified My-Villages of its desire to renew the Service by the End Date of the then current term. My-Villages also reserves the right to suspend Customer’s access and/or use of the Service in the event that any Customer Affiliate account is in Delinquent Account Status. Customer agrees that My-Villages shall not be liable to Customer or to any Customer Affiliate or other third party for any suspension of the Service pursuant to this Section 6.a.
- b. **Event of Breach:** Either party may terminate this Agreement upon thirty (30) days formal written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach (“Notice”). Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, Customer agrees that My-Villages shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of a breach on My-Villages’s part, My-Villages shall refund the pro rata portion of any fee paid by Customer for the terminated portion of the Term.



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- c. **Termination Upon Written Notice:** This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement with thirty (30) days prior written notice
- d. **Customer Data in the Event of Termination:** Customer agrees that following termination of Customer's account and/or use of the Service, My-Villages may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be entitled to delete Customer's account and related Customer Data from My-Villages's "live" site, while retaining Customer Data offsite storage in accordance with Section 3. However, in the event that Customer's Service with My-Villages terminates, My-Villages will grant Customer temporary, limited access to the Service for the sole purpose of permitting Customer to retrieve lawful Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed to My-Villages. Customer further agrees that My-Villages shall not be liable to Customer nor to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that My-Villages is in compliance with the terms of this Section 6.c.
- e. **Termination with Migration Due to Hosted Connections:** My-Villages will terminate the Subscriptions Services Agreement upon notice from customer if all reasonable attempts to resolve issues of workstations connecting to the hosted provider cannot be met. Customer would have the option to do a Server Migration of the hosted data to a new physical server that meets the My-Villages server requirements and a new Support Agreement to be in place. A Server Migration fee at then current price will apply and the migration to be scheduled upon availability. The new Support Agreement would include the standard support fees for the number of licensed users the customer has at time of migration.

7. Warranties:

- a. **Warranty of Functionality:** My-Villages warrants to Customer during the Term that the Service will achieve in all material respects the functionality described in the Online Help applicable to the products purchased by Customer and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. My-Villages does not warrant that the Service will be error-free. Customer's sole and exclusive remedy for My-Villages's breach of this warranty shall be that My-Villages shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the Online Help and other related documentation and if My-Villages is unable to restore such functionality, Customer shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the license fees paid for under the Agreement for its use of the Service for the terminated portion of the Term. My-Villages shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to support@dockmaster.com.
- b. **Support Level Policies:** My-Villages warrants that during the Term that My-Villages will meet the support level policies and service levels specified in the "Service Level Policies" section of My-Villages's "Client-side" website located at <http://www.My-Villages.com/dockmaster/support-programs/>. The following agreements on this website are incorporated by reference:



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- Support Services Definitions
- Support Call Escalation Process
- Support Level Standards

c. Security, Data Integrity and Backup Warranty: My-Villages warrants during the Term of this Agreement that My-Villages will use commercially reasonable efforts to safeguard and accurately maintain the integrity of Customer Data, utilizing at a minimum industry standard security and backup procedures. In the event of a breach of this provision, My-Villages will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data as quickly as possible.

d. Non-Infringement Warranty: My-Villages warrants that it is the sole owner and has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service as described herein will in any way constitute an infringement or other violation of any copyright or trademark of any third party.

8. Disclaimer of Warranties: EXCEPT AS STATED IN SECTION 7 ABOVE, MY-VILLAGES DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 7 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY MY-VILLAGES. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTION 7 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

9. Limitations of Liability: CUSTOMER AGREES THAT THE CONSIDERATION WHICH MY-VILLAGES IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY MY-VILLAGES OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OR DISCLOSURE OF CUSTOMER DATA, LOST REVENUE, LOST PROFITS, OR LOSS OF OTHER ECONOMIC ADVANTAGE) ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION TO THE MAXIMUM EXTENT PERMITTED BY LAW ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. Except with regard to amounts due under this Agreement, and a party's breach of Section 5.k, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, or otherwise, shall in no case exceed the equivalent of 12 months in license fees applicable at the time of the event. In the event of a breach of Section 5.k of this Agreement, the maximum liability of either party shall be an amount equal to five (5) times the equivalent of 12 months of license fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to



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the amount of fees charged in connection with the license of the Service and that, were My-Villages to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10 BELOW.

10. Indemnification:

- a. **Infringement:** My-Villages will indemnify, defend and hold Customer harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from the infringement by My-Villages of any copyright, trademark, or misappropriation of a trade secret relating to the Service, provided that Customer (a) promptly gives My-Villages notice of the claim, suit, action, or proceeding; (b) gives My-Villages sole control of the defense and related settlement negotiations; and (c) provides My-Villages with all reasonably available information and assistance necessary to perform My-Villages's obligations under this paragraph. If the Service is held to infringe, My-Villages will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; or (b) to replace the Service with a non-infringing Service. Provided that My-Villages with this Section 10.a, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for the terminated portion of the Term.
- b. **Disclosure of Customer Data:** My-Villages will indemnify, defend and hold Customer harmless from and against any Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result directly from My-Villages's gross negligence in preventing unauthorized access to confidential Customer Data or My-Villages's willful misconduct in disclosing Customer Data, as determined by a court of competent jurisdiction in connection with a claim by a third party alleging a breach of confidentiality. My-Villages will indemnify Customer up to an amount equal to five (5) times the equivalent of 12 months of license fees applicable at the time of the event, from and against any Losses incurred by Customer with respect to any third party claim, suit, action, or proceeding arising out of or relating to My-Villages's breach of Section 5.k of this Agreement (which breach does not rise to the level of gross negligence in preventing unauthorized access to confidential Customer Data or My-Villages's willful disclosure of such confidential Customer Data as described in this Section 10.b). My-Villages's indemnification obligations under this Section 10.b are expressly premised upon Customer (a) promptly giving My-Villages notice of any such third party claim, suit, action, or proceeding; (b) giving My-Villages sole control of the defense and related settlement negotiations; and (c) promptly providing My-Villages with all reasonably available information and assistance necessary to perform My-Villages's obligations under this Section 10.b. Provided that My-Villages complies with this Section 10.b, Customer shall be entitled as its sole and exclusive remedy to terminate the Agreement and receive a pro-rata refund of the license fees paid for under the Agreement for the terminated portion of the Term.
- c. **Customer's Indemnity:** Customer shall indemnify, defend, and hold My-Villages harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against My-Villages which arise out



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of or result from a claim by a third-party (i) alleging that the Customer Data or any trademarks or service marks other than My-Villages Marks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Customer's breach of Section 5.e and 5.k above, provided that My-Villages (a) promptly provides Customer notice of the claim, suit, action, or proceeding; (b) gives Customer sole control of the defense and related settlement negotiations; and (c) provides Customer with all reasonably available information and assistance necessary to perform Customer's obligations under this paragraph.

- d. **Survival:** The indemnification obligations contained in this Section 10 shall survive termination of this Agreement for one year.

11. Miscellaneous: This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign this Agreement without written consent of the other, except to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although My-Villages reserves the right to name Customer as a user of the Service. This Agreement, including all exhibits and/or attachments represent the entire agreement of the parties and supersedes all prior discussions and/or agreements between the parties and is intended to be the final expression of their Agreement. Except as expressly set forth herein, it shall not be modified or amended except in writing signed by both parties. This Agreement shall be governed in accordance with the laws of the State of Florida and any controlling U.S. federal law. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in Palm Beach County, Florida. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs. Neither party shall be liable for any loss or delay (including failure to meet the support level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 5.k, 6.d, 8, 9, and 11 shall survive the termination or expiration of this Agreement. This Agreement may be executed in counterparts and/or by facsimile and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.

12. Definitions:

- a. **"Customer Data"** shall mean any data, information, or other materials of any nature whatsoever, provided to My-Villages by Customer in the course of implementing and/or using the Service.
- b. **"Electronic Communications:** shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service.
- c. **"Knowledge Base"** means the online customer portal application knowledge base which is designed to present timely information that addresses previous support tickets that may apply to questions arising by the Customer.
- d. **"Online Help"** means detailed user guides available online that explain the basic system functions, the system workflow and set-up features of each module available through the Service.



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THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

City of Rock Island

My-Villages, Inc.

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____



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EXHIBIT "A"

SUBSCRIPTION SERVICES

Subscription Fees

1	Parts Inventory Control (Purchasing, Receiving & Special Orders)	INCLUDED	INCLUDED
1	Touch Point-of-Sale	INCLUDED	INCLUDED
1	Accounts Receivable, Payable and General Ledger	INCLUDED	INCLUDED
1	Storage & Billing (Slip and Storage Management)	INCLUDED	INCLUDED
1	Transient Reservations	INCLUDED	INCLUDED
1	LaunchMaster	INCLUDED	INCLUDED
1	VisualMarina Map Creation and Set-up --- 470 Wet Slips	500 per map + 2.5 per slip	1,675.00
1	Advanced Reporting - Rent Roll	1,500.00	1,500.00
	Software Sub-Total	INCLUDED	3,175.00
Qty	Hardware Description	Unit Price	Line Total
1	Touch Screen Point of Sale Monitor 19"	775.00	775.00
1	Ithaca Thermal Receipt Printer w/ a Case of Rolls	449.00	449.00
1	MMF Electronic Cash Drawer w/ Cable	420.00	420.00
1	ID TECH MiniMag Magnetic Stripe Credit Card Reader USB	85.00	85.00
1	Bar Code Thermal Printer w/ 1 Case of Labels	650.00	650.00
1	Bar Code Scanner & Wedge w/ Cable	395.00	395.00
	Hardware Sub-Total		2,774.00
Qty	Services Description		
2	DockMaster On-Site Consulting and Training **	1,350.00	2,700.00
1	System Setup and Configuration	INCLUDED	INCLUDED
24	Hourly Internet Training and Consulting	125.00	3,000.00
1	Data Conversion - Customers, Boats, Vendors, and Parts	INCLUDED	INCLUDED
	Services Sub-Total		5,700.00
Total DockMaster Price			11,649.00



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<p>Hosted Server with 3 Express Connect Monthly Support 3 License Access</p>	<p>\$525.00</p>
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Additional Service Request City of Rock Island

November 27, 2013

Summary

City of Rock Island (referred to as the “Client”) has requested an Additional Service Request for the following professional services to develop a DockMaster Inquiry and Update. System Innovators will use its extensive Cashiering experience, knowledge and expertise to facilitate the implementation and delivery of customized software and services for the Client, as defined within this Statement of Work (SOW).

System Innovators will work closely with the Client to manage the SOW and ensure success of the overall project. System Innovators expects the design, development and testing phase to take approximately days to allow the Client to complete Acceptance and System Testing activities.

The software and services defined within this SOW shall be deemed “Delivered” when the Client receives software and/or services, and the Client delivers a signed statement to System Innovators acknowledging Delivery. The software and services defined within this SOW shall be deemed “Accepted” when acceptance testing is satisfactorily completed with no critical or major defects, and the Client delivers a signed statement to System Innovators accepting the System, or the System is placed in a production environment and used for processing payments.

Changes to this SOW will be processed in accordance with the Project Change Control procedure as described herein. The implementation of changes may result in modifications to the Scope, Schedule, Charges, and other terms of this SOW.

Assumptions

1. The Client will employ the human resources necessary to ensure the project is successfully completed on schedule. These resources will include 1) a Project Manager who has the authority to represent the Client in all aspects of this Statement of Work (SOW); 2) subject matter experts who can define the requirements and business rules that dictate the design of the customizations; and 3) technical staff who can provide System Innovators with support for the Client’s computing environment (personal computers, servers, network, software, and so forth) as well as technical support for third-party systems that interface with System Innovators’ software.
2. The Client or Client’s delegate will produce a tested and documented application programming interface (API) to any application to be interfaced with System Innovator products and/or software.
3. The Client will provide System Innovators with remote access to their computing environment so that System Innovators may support the Client with delivery, implementation, and testing of the customized software. System Innovators’ access to the Client’s computing environment may be accomplished through such means as a high-speed virtual private network (VPN) or an Internet-based remote access tool (such as Go To Meeting or Turbo Meeting).
4. The Client will provide a fully functional test system including hardware, software, documentation and any system software and/or upgrades necessary to complete acceptance testing.
5. The Client will install and configure all required personal computers, hardware, software, and communications networking in advance of planned delivery of Systems Innovator’s software and/or services. The Client will inform System Innovators of any changes related to their system configuration
6. The Client will prepare an acceptance test plan and test scripts, perform acceptance testing in a timely manner, and report test results and identified problems to the Systems Innovator Project Manager.

Statement of Work and Investment Requirements

Qty	Description	Rate	Total
iNovah™ Application Software & Development ⁽¹⁾			
	<i>Real time Inquiry/Update</i>		
1	DockMaster Inquiry/Update	\$6,500.00	\$6,500.00
Professional Services			
20	<i>Project Management ⁽²⁾ (with \$15/hr discount)</i>	\$165.00	\$3,300.00
Optional Professional Services			
0	<i>Go-Live Support – Onsite (Optional)</i>	\$180.00	\$0.00
0	<i>Onsite Travel Expenses (Optional) ⁽³⁾</i>	\$1,800.00	\$0.00
Software, Services and Travel Total Investment with :			\$9,800.00

Annual Application Support & Maintenance

QTY	Component Description	Investment Total
iNovah SOFTWARE SUPPORT & MAINTENANCE ⁽⁴⁾		
1	Advanced and Custom Real-time interfaces	\$1,430.00
Annual Application Software & Maintenance Investment:		\$1,430.00

Footnotes for Investment Schedule

- ⁽¹⁾ iNovah™ interfaces, imports and export are priced as a supported custom software license. Prices shown are for license fees only. All professional services for project management, interfaces, customization, training and installation are quoted separately and computed using the hourly rates shown above and estimated travel expenses.
- ⁽²⁾ Project Management – Coordination of project related activities, scheduled conference calls, minor business assessment, project related communications, creation and maintenance of project plans, and first level escalation. The hours included in this investment schedule are estimated to span over a five to six month period.
- ⁽³⁾ This flat fee includes travel & accommodation expenses incurred by System Innovators personnel as part of the implementation. Travel & Accommodation will be billed as they are incurred. This service is listed as optional.
- ⁽⁴⁾ Maintenance will be prorated based off of project completion.

Estimated Delivery Schedule

Once the Client has authorized this additional service, System Innovators will prepare a project schedule for this additional service. The project schedule will identify the project start date and end date as well as a timeline for all project milestones. The project schedule will be mutually monitored and managed by the Client and System Innovators. Any variation to the dates and milestones defined in the project schedule must be mutually agreed upon by the Client and System Innovators. The following project timeline identifies the duration of the milestones for this additional service project. Specific dates for this additional service will be defined in the project schedule.

Task/Deliverable	Estimated Timeline
Project Start: Starts upon signature of contract	
Deliverable #1: Estimated delivery of software functional specification	On or before Day 30
Deliverable #2: Estimated delivery of enhanced iNovah software	On or before Day 60
Project Completion: Completion of system acceptance testing by client <u>or</u> Implementation of enhanced iNovah software	On or before Day 90

Payment Schedule

This investment represents the fixed-price professional services investment for the design, development, coding, testing, and implementation the requested modification described in the Statement of Work. This investment will be paid in two installments based on the milestones identified in the following payment schedule.

Payment Number	Milestone	Payment Amount
1	50% of Investment due upon Execution of the Contract.	\$4,900.00
2	50% of Investment due upon delivery of enhanced iNovah software	\$4,900.00
Software, Services and Travel Total Investment with : \$9,800.00		

Project Change Control

All change requests will be submitted in writing, and they will describe the change, the rationale for the change, and specify any change in charges, estimated schedule or other terms, and describe the effect the change will have on the Agreement. The party submitting the change request shall deliver the change request to the other party for review and acceptance or rejection. Depending upon the extent and complexity of the requested change, Systems Innovators may charge a fee for the effort required to analyze it. When charges are necessary for such analysis, Systems Innovators will provide a written estimate of the fee and will provide such analysis upon written authorization by the Client. Both the Systems Innovators Project Manager and the Client Project Manager must approve each change before amending the Agreement and implementing the change. Approved changes affecting charges, schedule or other terms of this Agreement will be incorporated into the Agreement through written Amendment. The terms of a mutually agreed upon Amendment will prevail over those of this Agreement or any previous Amendments.

Required Consent

The Client will promptly obtain and provide to System Innovators all Required Consents necessary for System Innovators to provide the Services described in this Agreement. A Required Consent means any consent or approvals required to give System Innovators and its subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that the Client uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

Approval to Proceed/Invoice

Please provide the following information and sign where indicated. By signing below, City of Rock Island authorizes System Innovators to proceed with the efforts necessary to perform this statement of work and accepts the investment obligations and responsibilities as defined.

Authorized by: City of Rock Island by its duly authorized representative: _____ Title: _____ Signature: _____ Date: _____	System Innovators, by its duly authorized representative: _____ Alex Fernandez Director, Sales & Marketing  November 27, 2013
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Billing Information

Please complete the billing and delivery information in the form below. If you require your purchase order number to be included on invoices issued by System Innovators, please include the purchase order number in the form.

Bill To	Deliver To
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
City, State Zip: _____	City, State Zip: _____
Telephone: _____	Telephone: _____
E-mail: _____	E-mail: _____
PO #: _____	

Note: This offer will expire on March 31, 2014 unless extended in writing by System Innovators.

Upon completing this investment schedule, please fax or e-mail all pages of the investment schedule to System Innovators at (904) 645-8892 or afernandez@systeminnovators.com

System Innovators cannot schedule nor proceed with any work on this additional service until the client has 1) provided all of the information requested in this investment schedule, 2) signed the investment schedule, and 3) returned the investment schedule in its entirety to System Innovators.

Project Number: RI_ASR_10282013	ACCT#/TEAM: Sales & Marketing	Consultant: Alex Fernandez
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