



VILLAGE OF KEY BISCAIYNE



Office of the Village Manager

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
John C. Gilbert

DATE: July 3rd, 2012
TO: Honorable Mayor and Members of the Village Council
FROM: John C. Gilbert, Village Manager
RE: Building, Zoning and Planning Permit Tracking System

RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution which authorizes the Village Manager to enter into an agreement with Energov Solutions, LLC. to develop and implement a permit tracking system for the Building, Zoning and Planning Department.

BACKGROUND

With the assistance of Miami-Dade County's Internal Services Department Procurement Management Division, the Village issued a Request for Proposals (RFP) for a consultant to develop and implement a permit tracking system for the Building, Zoning and Planning Department. Utilizing the County's extensive data base of firms that provide software systems and professional services, over 300 companies received direct notice of the RFP. The Village received nine (9) responses which were evaluated by a Committee composed of four (4) Village staff members, two (2) Building Officials from Pinecrest and Coral Gables, and one (1) from Miami-Dade County. The Committee interviewed five (5) firms and recommended that the Council direct the Village Manager to negotiate with Energov Solutions, LLC. The Council approved that recommendation and the attached contract has been negotiated.

Energov Solutions, LLC. will provide a turnkey software solution that is web based. The software also provides for an online public access system for the issuance of permits, inspection scheduling, status inquiries and for use by the general public. The solution will interface with the Village's GIS system.

The following summarizes the contract:

Method of Award: To the responsive and responsible proposer whose offer results in the best value to the Village.

Term: Five (5) years with an option, at the Village's sole discretion, to renew the Subscription Agreement for an addition five (5) years on a year-to-year basis.

Contract Amount: The cost of developing the software solution, implementing, and training staff is \$190,558. The annual subscription fee for each of the five (5) years is \$79,340. The total cost is \$587,258 which includes technical support, maintenance, trouble shooting, upgrades and enhancements over the term of the contract.

Funding Source: The Five (5) Year FY12 CIP provides funding for the entire term of the contract through revenues from the Building, Zoning and Planning Department's Reserve for the Inspector Fee line item.

There are no performance issues with the recommended firm. Due diligence was conducted in accordance with the Miami-Dade County Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and that there are no performance or compliance issues. The Miami-Dade County database lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors and federal excluded parties. There were no adverse findings relating to Contractor responsibility.

RESOLUTION NO. 2012- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND AWARDED A CONTRACT WITH ENERGOV SOLUTIONS, LLC TO PROVIDE BUILDING PERMIT SOFTWARE FOR THE BUILDING, ZONING AND PLANNING DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SUCH SOFTWARE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 1, 2011, the Village of Key Biscayne (“Village”) issued a Request for Proposals (RFP) for the implementation of a new Software Permit Tracking System for the Building, Zoning and Planning Department (the “Software”); and

WHEREAS, upon the recommendation of the Village Manager after review and evaluation of proposals submitted in response to the RFP, on February 28, 2012 by Resolution No. 2012-8, the Village Council selected EnerGov Solutions, LLC (“EnerGov”) to provide the Software and authorized the Village Manager to negotiate an agreement with EnerGov consistent with the terms of their proposal; and

WHEREAS, the Contract, the Service Level Agreement and the Cloud Services Agreement (collectively, the “Contract”) with EnerGov for the implementation and installation of the Software and the servicing thereof are attached to this Resolution as Exhibit “A”; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the Contract for the Software to EnerGov, and enter into a Contract in substantially in the form attached hereto as Exhibit “A”, and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Authorization and Award of Contract for Software. That the authorization and award of the Contract for Software to EnerGov is approved.

Section 3. Contract Approved. That the Contract, substantially in the form attached hereto as Exhibit "A", between EnerGov and the Village for the Software is hereby approved, and the Village Manager is hereby authorized to execute the Contract and related or necessary documentation on behalf of the Village, once approved as to form and sufficiency by the Village Attorney.

Section 4. Funding Source. The Contract shall be funded from the Capital Improvements Plan Fiscal Year 2012, Reserve for Inspector Fees Fund.

Section 5. Implementation. That the Village Manager is hereby authorized to take any and all action which is necessary to implement the Contract and the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of July, 2012.

MAYOR FRANKLIN H. CAPLAN

ATTEST:

CONCHITA H. ALVAREZ, MMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Exhibit A

Contract No. VKB8111

THIS AGREEMENT made and entered into as of this _____ day of _____, 2012 by and between EnerGov Solutions, a corporation organized and existing under the laws of the State of Georgia, having its principal office at 2160 Satellite Blvd, Suite 300, Duluth, Georgia 30097 (hereinafter referred to as the "Contractor"), and Village of Key Biscayne, a Florida municipal corporation, having its principal office at 88 West McIntyre Street, Suite 210, Key Biscayne, Florida 33149 (hereinafter referred to as the "Village"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Professional Services for a Building, Zoning and Planning Department Software Permit Tracking System, on a non-exclusive basis, that shall conform to the Statement of Work (**Exhibit C**); Village of Key Biscayne's Request for Proposals (RFP) No.VKB8111, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal hereinafter referred to as "Exhibit A" or the "Pricing Proposal" which is incorporated herein by reference; and,

WHEREAS, the Village desires to procure from the Contractor such Professional Services for implementation of the Building, Zoning and Planning Department Software Permit Tracking System for the Village, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Village agrees that the access, use and support of the Contractor's proprietary software is controlled by EnerGov's Cloud Services Agreement and Support Level Service Agreement as separate agreements hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Change Order" to mean a request by either party for any change in the scope of the project beyond the initial scope of this Agreement. No work may be

- performed on a Change Order without approval of both the Village and the Contractor.
- b) The words "Cloud Services Agreement" to mean a separate document which determines the terms and conditions for the access and use of the EnerGov Software.
 - c) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Statement of Work (Exhibit C), RFP No. VKB8111, and all associated addenda and attachments, Exhibit A, and all other attachments hereto and all amendments issued hereto.
 - d) The words "Contract Date" to mean the date on which this Agreement is effective.
 - e) The words "Contract Manager" to mean the Village Manager, or the duly authorized representative designated to manage the Contract.
 - f) The word "Contractor" to mean EnerGov Solutions and its permitted successors and assigns.
 - g) The word "Days" to mean Calendar Days.
 - h) The word "Deliverable" to mean the stage of work required to be completed by Contractor in accordance with the Statement of Work.
 - i) The words "EnerGov Software" to mean the software provided by the Contractor and accessed via the Internet by the Village.
 - j) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Deliverables as required in this Contract, as directed and/or approved by the Village in the form of a Change Order.
 - k) The words "Production Use" to mean the System is being used for live transactions between the Village and the citizens of the Village.
 - l) The words "Professional Services" to mean the on-site and off-site work provided by the Contractor during the term of this Agreement, for the purpose of installing, configuring and implementing the Contractor's proprietary software; and training, testing and support of the Village until the system is in production. The Resource Hours allocated for Professional Services are described in Exhibit A.
 - m) The words "Project Manager" to mean the Village Manager or the duly authorized representative designated to manage the Project.
 - n) The words "Resource Hours" to mean the time allocated in this Agreement for the Professional Services provided by the Contractor as described in Exhibit A and Exhibit C.
 - o) The words "Service Level Agreement" to mean a separate document which determines the terms and conditions for the support, by the Contractor, of the Village in their use of the EnerGov Software.
 - p) The words "Statement of Work" to mean the document appended hereto as Exhibit C, which details the work to be performed by the Contractor and the Village.
 - q) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or

under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

- r) The word "Subscription Fee" to mean the periodic fees to the Village for accessing the EnerGov Software.
- s) The word "System" to mean the EnerGov Software, documentation, manuals, and other proprietary works owned by the Contractor.
- t) The words "Work", or "Services" to mean all tasks and activities, required to be done by the Contractor, in cooperation with the Village, and in accordance with the provisions of this Contract prior to when the System is placed into production use by the Village. "Work" or "Services" does not include the Contractor's Software.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) any Amendment to these Terms and Conditions
- 2) these Terms and Conditions
- 3) the Statement of Work (Exhibit C)
- 3) the EnerGov Pricing Proposal (including Process Deliverable Schedule) (Exhibit A)
- 4) the EnerGov Insurance Certificate (Exhibit B)
- 5) the Statement of Work and Pricing Proposal, Public Works Option (Exhibit D)
- 6) Cloud Service Agreement
- 7) Service Level Agreement
- 8) the Village's RFP No. VKB811, and any associated addenda and attachments thereof

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the

parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

- b) The Contractor shall provide the services set forth in the Statement of Work, and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract,. Notwithstanding the above statement, the Village shall provide suitable working space and access to the Internet for the Contractor in addition to cooperating with the Contractor as specified in the Statement of Work. All Work and Services shall be accomplished in cooperation with and to the satisfaction of the Village's Project Manager in accordance with the agreed criteria for the accomplishment of each Deliverable.
- d) The Contractor acknowledges that the Village shall be responsible for making all policy decisions regarding the Statement of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. A Change Order, approved by the Village and the Contractor, is required before work can begin on any policy change.
- e) This Agreement executes in conjunction with the Contractors Cloud Services Agreement and the Contractors Service Level Agreement. Exhibits A, B and C are shared between this Agreement and the Contractors Cloud Services Agreement and the Contractors Service Level Agreement.

ARTICLE 5. CONTRACT TERM

This Agreement shall become effective on the Effective Date and terminate five-years after the Effective Date, and shall be automatically extended should the Village elect to renew the Cloud Services Agreement, and the Service Level Agreement. The Cloud Services Agreement and associated Service Level Agreement shall become effective on the Effective Date and shall terminate five (5) years from the Effective Date", or any renewal or extension thereafter.

The Village reserves the right, at its sole discretion, to extend the Cloud Services Agreement and associated Service Level Agreement, as needed beyond the five years.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the Village

- a) to the **Project Manager:**

Village of Key Biscayne

Attention: Village Manager
88 West McIntyre Street, Suite 210
Key Biscayne, Florida 33149
Phone: (305) 365-5514

and,
b) to the **Contract Manager**:

Village of Key Biscayne
88 West McIntyre Street, Suite 220
Key Biscayne, FL 33149
Attention: Jud Kurlancheek, Director of Building, Zoning and Planning
Phone: (305) 365-8908
Email: Jud Kurlancheek - jkurlancheek@keybiscayne.fl.gov

(2) To the Contractor

EnerGov Solutions
2160 Satellite Blvd – Suite 300
Duluth, GA 30077
Attention: Mark Beverly
Phone: (678) 474-1004
Fax: (678) 474-1002
E-mail: mbeverly@energov.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

7.1 The Contractor warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide Work required to be performed under this Contract. The compensation for all Software and License, Equipment, Training, Subscription Services, and Professional Services performed under this Contract, shall be in the total not to exceed amount of FIVE HUNDRED EIGHT-SEVEN THOUSAND TWO HUNDRED FIFTY-EIGHT USD (\$587,258) over a five year term (See Exhibit A). The Village shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract or the Village's approval of a Change Order, which is approved and executed in writing by the Village and the Contractor. Software Subscription Fees pursuant to the Cloud Services Agreement are included in Exhibit A.

In the event the Village elects to extend Subscription Services beyond the five year term, Prices for Subscription Services shall not exceed the price listed on Appendix A, plus an increase or decrease limited to the Consumer Price Index for the year preceding the increase or decrease.

7.2 All Services undertaken by the Contractor before Village's approval of this Contract shall be at the Contractor's risk and expense.

7.3 With respect to travel costs and travel related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The Village shall not be liable for any such expenses that have not been approved in advance, in writing, by

the Village.

7.4 Costs for the EnerGov Software is disclosed in Exhibit A.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Professional Services, the Contractor may bill the Village periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to **Exhibit A – Price Schedule**. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of contractor Resource Hours applied in fulfillment of this Agreement, receipt bills or other documents reasonably required by the Village, shall show the Village's contract number, and shall have a unique invoice number assigned by the Contractor.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Village Contract Manager to the address set forth in Article 6.

The Village may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon for which the Contractor has been found liable. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided.

Upon Village's notification, the Contractor shall furnish Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000, combined single limit per occurrence for bodily injury and property damage.

The Village of Key Biscayne must be shown as an additional insured with respect to this coverage. The mailing address of the Village 88 West McIntyre Street, Suite 220, Key Biscayne, Florida 33149, as the certificate holder, must appear on the certificate of insurance.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000.00, combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000.00 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

NOTE: VILLAGE OF KEY BISCAYNE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Village. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Village.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the

Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of this Agreement. The Village shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Village the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Village. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Village. The Contractor

shall supply competent employees. The Village may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Village property is not in the best interest of the Village. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Village. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The Contractor does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE VILLAGE'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Statement of Work; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

- e) The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Village Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes, and exhibits to the Agreement, shall constitute the entire Agreement between the parties with respect to Professional Services and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Statement of Work. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Village, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all

matters of the Village. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor shall grant the Village access to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE VILLAGE REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Village, except if the Village fails to pay any undisputed invoice due, and after reasonable attempts by the Contractor to obtain the funds, the Contractor may transfer the rights for bill collection to a third party.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Village the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Village may require. The Village will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Village.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Village, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Village that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be

considered skilled and experienced, the Subcontractor must show to the satisfaction of the Village that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- e) The Village shall have the right to withdraw its consent to a subcontract if it appears to the Village that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Village and Village's proprietary and confidential information. Contractor shall furnish to the Village copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Village permitting the Village to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the Village finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Village to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Village, acknowledges and agrees that the allocation of risks provided in this Agreement are reflected in the fees charged by the Contractor pursuant to this Agreement are reasonable and appropriate under the circumstances.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The Village may terminate this Agreement if the Contractor or an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- b) The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting for up to five (5) years in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Village Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

- e) In the event that the Village exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the Village's materials and property;
 - iii. cancel orders;
 - iv. assign to the Village and deliver to any location designated by the Village any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the Village under this Agreement; and

- f) In the event that the Village exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

- g) All compensation pursuant to this Article is subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis or has failed to perform the Work or Services as required in this Agreement.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the Village where required by this

Agreement;

- vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) Failure of the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the timeframe set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Village shall terminate this Agreement for default, the Village or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs, in the determination of the Village, the Village may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Village may be terminated. Notwithstanding, the Village may, in its sole discretion, allow the Contractor to rectify the default to the Village's reasonable satisfaction within a thirty (30) day period. The Village may grant an additional period of such duration as the Village shall deem appropriate without waiver of any of the Village's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Village prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT LIMITATION OF LIABILITY

If an Event of Default occurs and except to the extent covered by insurance, the Contractor shall be liable for an amount no greater than Two Million Dollars (\$2,000,000).

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

The terms of Patent and Copyright Indemnification are stated in the Cloud Services Agreement.

ARTICLE 28. CONFIDENTIALITY

- a) All requests by the Village for Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods developed for the Village or obtained from the Village in connection with the Services

performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Village holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Village, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Village, unless required by law. In addition to the foregoing, all Village employee information and Village financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Village. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Village, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals. The Contractor's operating, training, and reference manuals related to the use of the Contractor's software, as supplied by Contractor to the Village, including any modifications and derivative works thereof, are owned by the Contractor and its use is governed by the Cloud Services Agreement.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to the Villages Confidential Information of their obligation to keep such information confidential and shall promptly advise the Village in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the either party shall be entitled to injunctive relief to restrain any such breach or threatened breach by the other party. Unless otherwise requested by the Village, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Village all such Confidential Information existing in tangible form and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Village. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. THE VILLAGE'S PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Village of Key Biscayne is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Village's possession may constitute or contain information or materials which the Village has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Village has developed at its own expense, the disclosure of which could harm the Village's proprietary interest therein.

During the term of this Agreement, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Village's property, any computer programs, data compilations, or other software which the Village has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Village

(hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Village and, if the Computer Software has been leased or purchased by the Village, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Village any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Village's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. THE VILLAGE'S PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Village to the Contractor hereunder or furnished by the Contractor to the Village and/or created by the Contractor for delivery to the Village, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Village, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village. For clarity, Developed Works shall not mean any modifications to the EnerGov Software, even if modified at the request of and for the Village, including software to import data into the EnerGov Software or interface data between the EnerGov Software and other systems.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Village, except as required for the Contractor's performance hereunder.

ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

INTENTIONALLY BLANK

ARTICLE 32. INSPECTOR GENERAL REVIEWS

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ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts).

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Village, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Village's Project Manager. Contractor shall thereafter cooperate with the Village's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the Village:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Village.

ARTICLE 37. BANKRUPTCY

The Village reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Village, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

38.1 This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

38.2 The Cloud Services Agreement is a separate agreement with Governing Law in the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists the Village with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to the Village of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to the Village for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to the Village for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. USER ACCESS PROGRAM (UAP)

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ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Village under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. WARRANTY

Notwithstanding anything to the contrary set forth in the Cloud Services Agreement or the Service Level Agreement or any other document set forth in Article 2, the Contractor warrants the Work or Services and that the Software Permit Tracking System provided hereunder to be of good quality workmanship for the purposes intended, and in accordance with the Contract specifications, including Non-Infringement on any intellectual property rights, merchantability and fitness for a particular purpose.

ARTICLE 43. PROCESS DELIVERY SCHEDULE

The Work or Services provided for in this Contract shall be performed in accordance with the

"Process Deliverable Schedule" attached hereto as a part of Exhibit "A".

ARTICLE 44. PUBLIC WORKS OPTION

The Village shall have the right, at its sole option, to elect to have the Contractor perform Extra Work or Additional Work for an optional Public Works Module as may be approved and directed by the Village in a Change Order, with terms, conditions and pricing as set forth in the Statement of Work and Pricing Proposal (Public Works Option), attached hereto as Exhibit "D".

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Village:

Village of Key Biscayne,
a Florida municipal corporation

By: _____
John C. Gilbert, Village Manager

Date: _____

Attest: _____
Village Clerk

Approved as to form
and legal sufficiency:

Village Attorney

Contractor:

By: _____

Name: _____

Title: _____

Date: _____

Corporate Seal

Exhibit A

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EnerGov Solutions, LLC

Software and Services Proposal

EnerGov Solutions
Cost Proposal - SaaS Option
Village of Key Biscayne, FL

EnerGov Cloud

		EnerGov Software Subscriptions			
EnerGov365 SaaS Pricing		Units	Monthly		List Pricing/Notes/Comments
Core Software Suites					
Permitting & Land Mgmt Suite: Permitting, Land Use and Enforcement Processes		18	@219/user	\$ 4,122	Minimum of 10 Subscription at \$249/named user/month 10-19 Subs @ \$249/user/month (Max = \$4,731) PLUS 20-29 Subs @ \$229/user/month (Max = \$7,071) PLUS 30-49 Subs @ \$209/user/month (Max = \$11,201) PLUS 50-99 Subs @ \$199/user/month (Max = \$21,151) PLUS 100+ Subs @ \$189/user/month for each additional subs.
Licensing & Regulatory Suite: Regulatory Licensing and Enforcement Processes		1	@229/user	\$ 229	Minimum of 10 Subscription at \$249/named user/month 10-19 Subs @ \$249/user/month (Max = \$4,731) PLUS 20-29 Subs @ \$229/user/month (Max = \$7,071) PLUS 30-49 Subs @ \$209/user/month (Max = \$11,201) PLUS 50-99 Subs @ \$199/user/month (Max = \$21,151) PLUS 100+ Subs @ \$189/user/month for each additional subs.
Mobile / Field Solution					
IG Workforce App (mobile platform for iPad, etc) (IG Workforce Server Costs are shown below)		5	\$ 59	\$ 295	\$59 per plus IG Workforce Annual Server Costs listed below
IG Workforce Server (mobile platform for iPad etc) (IG Workforce "App" subscription costs are shown above)		5		\$ 417	Workforce Server Subscription (see above): up to 9 users = \$7,000 + monthly app subscriptions 10 - 19 users = \$12,000 + monthly app subscriptions 20 - 49 users = \$28,000 + monthly app subscriptions 50 - 99 users = \$58,000 + monthly app subscriptions unlimited users - please contact Sales for a quote, IG "App" Subscriptions: \$59/named user/month per IG "application type"
Framework Enabling Products & Extensions					
EnerGov GIS Options					
EnerGov GIS Server Standard		1	\$ 7,500	\$ 625	= Requires ArcGIS Server 9.3.1 / 10.0+
Credit Card Processing					
VirtualPay (credit card processing)		1	N/A	Included	VirtualGov Payment System - Included with EnerGov's Enterprise Server for Credit Card Processing
Plan Review Automation Extension					
EnerGov eReviews		1	\$ 7,500	\$ 625	
Citizen Connected Products					
Citizen Access / Online Portals		Population =	20,000		<100k pop = \$10,000/year >100k pop = \$25,000/year
EnerGov Citizen Access Web Portal - Permitting & Land Mgmt		1	\$ 6,500	\$ 542	
Online Payments					
My GovPay (online payment)		1	N/A	Included	VirtualGov Payment System - Included with EnerGov Citizen Access for Online Payments
Custom Developed Interface Support		18%		\$ 105	
Monthly Costs of SaaS				\$ 6,960	(1)

(1) EnerGov agrees to hold these subscription rates for five (5) years from the date of contract signing. If the term of the contract is extended, EnerGov agrees that any future increase will be limited to the Consumer Price Index for the year preceding any increase.



EnerGov Solutions, LLC

Professional Services				
Professional Services	Hours	Blended rate	Subtotal	
Estimated Professional Services Resources (130 days)	1,040	\$ 154	\$ 160,560	Implementation services resource estimates (not to exceed) - to be invoiced monthly as consumed, with signoffs by customer at completion of each stage - See project resources matrix for details.
Development Services Items (5 resource days)	40	\$ 175	\$ 7,000	Development Services (Interfaces and Integrations) are estimated until Assess and Define stage is complete. See Statement of Work for an itemized detail. Any functionality requiring customization of the EnerGov source code requires mutual consent and it's delivery is outside any agreed timeline and is a function of software releases.
Estimated Travel Expenses (Weekly Onsite Trips)	8		\$ 17,000	- Paid as incurred (actual) / Invoiced monthly
Continuing Education				
EnerGov Training Certifications	3	\$ 1,999	\$ 5,997	Administrator Certification course of client's choice included - to be performed during assess / define stage. Held in EnerGov's Atlanta HQ - client responsible for travel expenses.
Grand Total for Professional Services			\$ 190,557	

Total Costs of Subscriptions and Services	Monthly	Annually	
Total of SaaS Subscription Costs	\$ 6,960	\$ 83,516	* Due at Contract Signing
Total Professional Services (Invoiced as Incurred)		\$ 190,557	* Invoiced monthly as consumed toward Deliverables

Payment Schedule				
Subscription Payment Options			Note: All options require 3 year minimum contract	
Option 1				
Year 1 Subscriptions (before discount)			83,516	
Less Discount	5.0%		\$ (4,176)	
Year 1 Subscriptions (after discount)			79,340	* Due at Contract Signing
EnerGov Certification Training			5,997	* Due at Contract Signing to Reserve Seats
Professional Services (Including Travel)	Estimated to occur in Year 1		184,560	Note: Expected implementation is 7 months. Invoiced monthly as consumed toward Deliverables. *** EnerGov to limit total of all invoices to \$200,000 prior to September 30, 2012 with "carryover" to be invoiced on October 1, 2012.
Year 2 Subscriptions			79,340	Due annually on the anniversary of the Effective Date
Year 3 Subscriptions			79,340	Due annually on the anniversary of the Effective Date
Year 4 Subscriptions			79,340	Due annually on the anniversary of the Effective Date
Year 5 Subscriptions			79,340	Due annually on the anniversary of the Effective Date
Total 5-year Commitment			587,258	Due annually on the anniversary of the Effective Date

Exhibit A

Professional Services Rates

These rates apply for all out-of-scope work

EnerGov Professional Services Rates		
Professional Service Resource	Hourly Rate (1)	Daily Rate (1)
Executive Sponsor	\$229	\$1,832
Project Manager	\$159	\$1,272
Principle Solutions Architect (PSA)	\$189	\$1,512
Configuration Engineer	\$159	\$1,272
Project Consultant / Analyst	\$139	\$1,112
Technical Engineer	\$159	\$1,272
Report Developer	\$139	\$1,112
GIS Analyst	\$159	\$1,272
Senior Training Executive	\$159	\$1,272
Software Trainer	\$139	\$1,112
Data Conversion / Integration Specialist	\$169	\$1,352
Software Development Programmer	\$249	\$1,992
GIS Developer	\$329	\$2,632
Credit Card Integration Development	\$299	\$2,392
Systems Integration Specialist	\$179	\$1,432
Help Desk Support	\$99	\$1,432

(1) Required travel is in addition to the above rates and invoiced as incurred.

Estimated Professional Services Breakdown - Project Workplan

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Exhibit A -

Village of Key Biscayne, FL										
Professional Enterprise Implementation Services - 7 Month Resource Project Workplan										
Implementation Slices (A-K)	Description / Application	Resources	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Total
Resources Breakdown										
Only Non-Zero Values										
Stage 1: Planning & Initiation										
A	Planning & Initiation	• EnerGov Project Planning & Scoping	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stage 2: Assess & Define										
B	Assess & Define	• System Configuration Definition • Integration & Custom Dev Specifications • Admin Training / EnerGov Certifications	2	0	0	0	0	0	0	\$2,400
			\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400
Stage 3: Configure & Build										
C	Configuration & Build	• System Configuration • Custom Development (if required) • Technical Testing	2	0	0	0	0	0	0	\$3,600
			\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600
D	Report Development	• Custom Report Design & Custom Report Development	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E	Integration Development	• Integrations Development • System Testing • Report Data County Fair Assessment	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F	Data Conversion Analysis	• Data Conversion Analysis / Mapping • Needs Plan	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G	Data Conversion Execution	• Conversion Scripts Dev and Support • Data Import Development Complete • Needs Plan	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stage 4: Acceptance Testing										
H	UAT Train / Development	• Subject Matter & Powerpoint Training • EnerGov staff versus UAT Script Dev	2	0	0	0	0	0	0	\$2,400
			\$2,400	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400
I	UAT Execution	• Configuration Resolution	0	0	0	0	0	0	0	\$0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stage 5: Training & Rollout										
J	End User Training	• End User Training Materials • End User Training Rollout • End User Classroom Training	3	0	0	0	0	0	0	\$3,600
			\$3,600	\$0	\$0	\$0	\$0	\$0	\$0	\$3,600
Stage 6: Production & Go-Live										
K	Production	• Data Conversion Cutover • Go-Live and Production Support	1	0	0	0	0	0	0	\$1,200
			\$1,200	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200
	Estimated Resource Days (8 hr days)		17	0	0	0	0	0	0	17
	Estimated Resource COST		\$17,700	\$0	\$0	\$0	\$0	\$0	\$0	\$17,700

100
100
100
100
100
100
100

EnerGov365 Subscription				
Option 1				
Amount Due				Total
Software	Services	Travel	Certs	

Calendar Year		Software	Services	Travel	Certs	Total
1/1/12	FY 2012					
5/15/12		\$ 79,340	\$103,687	\$6,800	\$ 5,997	\$ 195,824
9/30/12						
1/1/13	FY 2013					
5/15/13		\$ 79,340				\$ 153,413
9/30/13						
1/1/14	FY 2014					
5/15/14		\$ 79,340				\$ 79,340
9/30/14						
1/1/15	FY 2015					
5/15/15		\$ 79,340				\$ 79,340
9/30/15						
1/1/16	FY 2016					
5/15/16		\$ 79,340				\$ 79,340

3 Year Total	\$	238,021	\$	167,560	\$	17,000	\$	5,997	\$	428,578
5 Year Total	\$	396,701	\$	167,560	\$	17,000	\$	5,997	\$	587,258

From Proposal Summary	79,340
	\$ 349,237

Exhibit A - Process Delivery Schedule

Key Biscayne Process Deliverable Schedule

The software implementation and training project between EnerGov Solutions ("EnerGov") and the Village of Key Biscayne (Village") is a collaborative effort requiring resources from both parties. Timely completion of the Work is a material inducement for the Village entering into this Contract and EnerGov shall be contractually required to perform and complete the Work within seven (7) months of the Contract Effective Date, as set forth in this Project Deliverables Schedule ("Schedule"). Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, **in mutual agreement with EnerGov**. In the event of a Village delay in the performance of a Deliverable required by the Schedule, the parties shall enter into a Change Order providing for a revised Schedule.

In the event of an EnerGov caused delay or the failure of EnerGov to meet one or more of the Deliverables on the Schedule, the Village shall be entitled to an offset or credit **up to a maximum of \$15,000 at the rate of \$200 per day**, on any payments due EnerGov, for each and every day the Schedule has been delayed or extended.

All scheduling of on-site visits to the Village by EnerGov staff shall be coordinated by the parties and established prior to commencement of the Work. Any changes requested or caused by the Village to the scheduled on-site visits by EnerGov shall be cause for the Schedule to be revised or extended without penalty to EnerGov.

For purposes of this Schedule, all Deliverables and timeframes shall be computed on the basis of "Working Days," and not calendar days. "Working Days" shall be defined as those days on which the Village is open for business and excludes Village holidays.

Process Deliverable Number	Description	Responsible Party	Due Date
0	Contract Signing	EnerGov/Key Biscayne	N/A
1	Subscription Payment	Key Biscayne	30 Days from Contract Effective Date
2	Certification Payment	Key Biscayne	30 Days from Contract Effective Date
Project Planning & Initiation			
3	Assign Project Team	Key Biscayne	10 Days from Contract Effective Date
4	Assign Project Team	EnerGov	10 Days from Contract Effective Date
5	Conduct Planning/Initiation Phone Call	EnerGov/Key Biscayne	10 Days from Contract Effective Date

5.1	Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, in mutual agreement with EnerGov.	Key Biscayne	10 Days from Contract Effective Date
6	Identify non-working days (ie. Vacation days) for all project team members	Key Biscayne	10 Days from Contract Effective Date
6.1	If the Customer's project team has more than 10 non-working days, between the contract effective date to seven months forward, then a Change Order shall be required and the project schedule extended.	Key Biscayne	10 Days from Contract Effective Date
7	Deliver process collection templates	EnerGov	10 Days from Contract Effective Date
8	Return process collection templates	Key Biscayne	3 Days after deliverable 7
8.1	Return Permit Type collection template	Key Biscayne	3 Days after deliverable 7
8.2	Return License Type collection template	Key Biscayne	3 Days after deliverable 7
8.3	Return User Setup collection template	Key Biscayne	3 Days after deliverable 7
8.4	Return Inspection Type collection template	Key Biscayne	3 Days after deliverable 7
8.5	Return GIS configuration collection template	Key Biscayne	3 Days after deliverable 7
8.6	Return Planning configuration collection template	Key Biscayne	3 Days after deliverable 7
8.7	Case Types identified and confirmed. (Case types identified after deliverable 8.7 will require a Change Order and the project schedule extended)	Key Biscayne	3 Days after deliverable 7
9	Create SharePoint Site	EnerGov	30 Days from Contract Effective Date
10	Deliver Baseline Project Plan	EnerGov	30 Days from Contract Effective Date
11	Deliver Project Status Report Template	EnerGov	30 Days from Contract Effective Date
12	Deliver Sample Signoff form	EnerGov	30 Days from Contract Effective Date
13	Deliver Geo DB to EnerGov. (File submissions will be date/time stamped in SharePoint, and both EnerGov and Customer agree to use that date/time stamp for verification of this criteria).	Key Biscayne	30 Days from Contract Effective Date
14	Deliver a PUBLIC map service that, at a minimum, publishes a parcel layer as well as an address point layer.	Key Biscayne	30 Days from Contract Effective Date

15	Deliver Permits Plus data to EnerGov. (File submissions will be date/time stamped in SharePoint, and both EnerGov and Customer agree to use that date/time stamp for verification of this criteria).	Key Biscayne	30 Days from Contract Effective Date
16	Deliver Permits Plus Data Dictionary to EnerGov. (File submissions will be date/time stamped in SharePoint, and both EnerGov and Customer agree to use that date/time stamp for verification of this criteria).	Key Biscayne	30 Days from Contract Effective Date
17	EnerGov does not perform data scrubbing and/or parsing. (See deliverable 3-6 of the SOW). Any files submitted to EnerGov that require concatenation of fields, phone number formatting, and/or contact merging, shall require a Change Order and the project schedule extended.	Key Biscayne	30 Days from Contract Effective Date
18	Deliver Integration Test Environment. Customer shall be responsible for setting up a test Environment so that EnerGov can test the custom integrations that must be written. The test environment must be an exact replica of the production system.	Key Biscayne	30 Days from Contract Effective Date
19	Deliver Project Planning & Initiation Sign Off	EnerGov	30 Days from Contract Effective Date
20	Return Project Planning & Initiation Sign Off	Key Biscayne	2 Days after deliverable 19
20.1	EnerGov's Statement of Work prohibits the project team from moving forward to the next phase until sign off is returned to corporate headquarters.	EnerGov/Key Biscayne	2 Days after deliverable 19
20.2	Return, by fax, the Planning & Initiation Sign off within 2 business days.	Key Biscayne	2 Days after deliverable 19
21	Identify project personnel changes (if any)	EnerGov/Key Biscayne	On-Going

22	Training for any changes in project personnel are the responsibility of the Customer and shall count as a Customer-caused delay if the training causes a delay in the schedule.	EnerGov/Key Biscayne	On-Going
Assess/Define			
23	Updated Project Plan (if altered)	EnerGov	As needed
24	Schedule On-site Visit	EnerGov	20 Days from Deliverable 20
24.1	Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, in mutual agreement with EnerGov.	Key Biscayne	
25	Deliver Report Samples. Report samples must be delivered in PDF format.	Key Biscayne	5 Days from Deliverable 20
26	Deliver Report Specifications. Report specifications must include the formula for EVERY field calculation. Files submitted to EnerGov that include only partial, or no, field calculations shall require a Change Order and the project schedule extended.	Key Biscayne	5 Days from Deliverable 20
27	Deliver Integration Specifications	EnerGov	30 Days from Deliverable 20
28	Sign off on Integration Specifications	Key Biscayne	3 Days after Deliverable 27
28.1	Modifications to the Integration specifications after deliverable 19 shall require a Change Order and extension to the project schedule.	Key Biscayne	3 Days after Deliverable 27
29	Deliver Project Definition Documents (workflows, spreadsheets, etc)	EnerGov	30 Days from Deliverable 20
30	Provide, at minimum, 140 hours of documented project time related to the Assess/Define phase. Documentation must be submitted to EnerGov project manager.	Key Biscayne	30 Days from Deliverable 20
31	Deliver Assess/Define Sign Off	EnerGov	30 Days from Deliverable 20
32	Return Assess/Define Sign Off	Key Biscayne	2 Days after Deliverable 31

32.1	EnerGov's Statement of Work prohibits the project team from moving forward to the next phase until sign off is returned to corporate headquarters.	EnerGov/Key Biscayne	2 Days after deliverable 31
32.2	Failure to return, by fax, the Planning & Initiation Sign off within 2 business days shall require a Change Order and cause an extension to the Project Schedule.	Key Biscayne	2 Days after deliverable 31
33	Identify project personnel changes (if any)	EnerGov/Key Biscayne	On-Going
34	Training for any changes in project personnel are the responsibility of the Customer and shall count as a Customer-caused delay if the training causes a delay in the schedule.	EnerGov/Key Biscayne	On-Going
Configure & Review			
35	Software Configuration	EnerGov	As delivered, but no later than 60 days after Deliverable 32
36	Provide, at minimum, 280 hours of documented project time related to the Configure & Review phase. Documentation must be submitted to EnerGov project manager.	Key Biscayne	60 Days from Deliverable 32
37	Permit Types Configuration	EnerGov	As delivered, but no later than 60 days after Deliverable 32
37.1	As permit types are configured and subsequently delivered to the Customer, the Customer will have 2 days to review each permit type.	Key Biscayne	2 days after deliverable 37
38	Plan Types Configuration	EnerGov	As delivered, but no later than 60 days after Deliverable 32
38.1	As plan types are configured and subsequently delivered to the Customer, the Customer will have 2 days to review each plan type.	Key Biscayne	2 days after deliverable 38
39	Inspection Types Configuration	EnerGov	As delivered, but no later than 60 days after Deliverable 32
39.1	As Inspection types are configured and subsequently delivered to the Customer, the Customer will have 2 days to review each Inspection type.	Key Biscayne	2 days after deliverable 39

40	Data Conversion Delivered	EnerGov	No later than 60 days after deliverable 32
41	Data Conversion Review	Key Biscayne	2 days after deliverable 40
41.1	The Customer shall have 2 days to review the imported data and report, in writing, any modifications.	Key Biscayne	2 days after deliverable 40
41.2	EnerGov does not perform data scrubbing and/or parsing. (See deliverable 3-6 of the SOW). Any modifications that require concatenation of fields, phone number formatting, and/or contact merging, shall require a Change Order.	Key Biscayne	2 days after deliverable 40
42	Custom Reports Delivered	EnerGov	As delivered, but no later than 60 days after Deliverable 32
43	Custom Reports Reviewed	Key Biscayne	2 days after deliverable 42
43.1	The Customer shall have 2 days to review the custom reports. Failure to report modifications to EnerGov, in writing, within 2 days shall require a Change Order and an extension to the project schedule.	Key Biscayne	2 days after deliverable 42
44	Integration Development Delivered		As delivered, but no later than 60 days after Deliverable 32
45	Integration Reviewed	Key Biscayne	2 days after deliverable 44
45.1	The Customer shall have 2 days to review the custom integration. Failure to report modifications to EnerGov, in writing, within 2 days shall require a Change Order and an extension to the project schedule.	Key Biscayne	2 days after deliverable 44
46	Schedule on-site visit	EnerGov	As needed, but no later than 60 days after deliverable 32
46.1	Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, in mutual agreement with EnerGov.	Key Biscayne	
47	Configure & Review Sign Off delivered	EnerGov	No later than 60 days after deliverable 23.2

48	Configure & Review Sign Off returned	Key Biscayne	2 Days after deliverable 47
49	Identify project personnel changes (if any)	EnerGov/Key Biscayne	On-Going
50	Training for any changes in project personnel are the responsibility of the Customer and shall count as a Customer-caused delay if the training causes a delay in the schedule.	EnerGov/Key Biscayne	On-Going
Acceptance Phase			
51	Provide 8 man days of training (on-site)	EnerGov	No later than 30 days after deliverable 48
51.1	Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, in mutual agreement with EnerGov.	Key Biscayne	
52	Start acceptance testing	Key Biscayne	Acceptance testing must start no later than 2 days after deliverable 51
52.1	Submit configuration changes to EnerGov, in writing, no later than 5 days after deliverable 52. Configuration changes delivered after 5 days of deliverable 52 shall require a Change Order and an extension of the project schedule. (Submissions will be date/time stamped in SharePoint, and both EnerGov and Customer agree to use that date/time stamp for verification of this criteria).	Key Biscayne	No later than 5 days after deliverable 52
52.2	The Customer must complete all acceptance testing no later than 5 business days after deliverable 52.	Key Biscayne	No later than 5 days after deliverable 52

53	The Customer shall limit configuration and/or custom report changes to less than 15. More than 15 configuration and/or custom report changes not only represents poor project engagement by the Customer, it will result in extended configuration and/or report changes. For clarity, SharePoint will date/time stamp every configuration and/or report submission and both EnerGov and Customer agree to use it as a means to track the number of changes.	Key Biscayne	No later than 5 days after deliverable 52
54	Acceptance Phase Sign Off delivered	EnerGov	No later than 30 days after deliverable 48
55	Configure & Review Sign Off returned	Key Biscayne	2 Days after deliverable 54
56	Identify project personnel changes (if any)	EnerGov/Key Biscayne	On-Going
57	Training for any changes in project personnel are the responsibility of the Customer and shall count as a Customer-caused delay if the training causes a delay in the schedule.	EnerGov/Key Biscayne	On-Going
Training Phase			
58	Provide 15 man days of training (on-site)	EnerGov	No later than 30 days after deliverable 55
58.1	Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, in mutual agreement with EnerGov.	Key Biscayne	
59	Attend Training Sessions	Key Biscayne	

60	The Customer shall limit configuration and/or custom report changes to less than 5. More than 5 configuration and/or custom report changes not only represents poor acceptance testing by the Customer, it will result in extended configuration and/or report changes. For clarity, SharePoint will date/time stamp every configuration and/or report submission and both EnerGov and Customer agree to use it as a means to track the number of changes.	Key Biscayne	No later than 5 days after deliverable 58
61	Training Phase Sign Off delivered	EnerGov	No later than 30 days after deliverable 55
62	Training Sign Off returned	Key Biscayne	2 Days after deliverable 61
63	Identify project personnel changes (if any)	EnerGov/Key Biscayne	On-Going
64	Training for any changes in project personnel are the responsibility of the Customer and shall count as a Customer-caused delay if the training causes a delay in the schedule.	EnerGov/Key Biscayne	On-Going
Production Phase			
65	Provide 5 man days of production support (on-site)	EnerGov	No later than 30 days after deliverable 62
65.1	Failure by the Village to meet one or more of the Deliverables on the Schedule shall not necessarily delay the Work or the Schedule, but shall be cause for the Schedule to be revised, as necessary, and/or extended, in mutual agreement with EnerGov.		
66	Provide a maximum of one final data import	EnerGov	
66.1	Changes identified to the data import will result in a Change Order and an extension of the project schedule.	Key Biscayne	

67	The Customer shall limit configuration and/or custom report changes to less than 2. More than 2 configuration and/or custom report changes not only represents poor acceptance testing by the Customer, it will result in extended configuration and/or report changes. For clarity, SharePoint will date/time stamp every configuration and/or report submission and both EnerGov and Customer agree to use it as a means to track the number of changes.	Key Biscayne	No later than 2 days after deliverable 65
68	Production Phase Sign Off delivered	EnerGov	No later than 30 days after deliverable 62
69	Production Phase Sign Off returned	Key Biscayne	2 Days after deliverable 68

End

Exhibit B

Client#: 1214286

11ENERGSOL1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T-Sidney O Smith P.O. Box 2190 Phone - 770-664-6818 Alpharetta, GA 30023	CONTACT NAME: Rachel Fell PHONE (A/C, No, Ext): 770 664-6818 E-MAIL ADDRESS: rfell@bbandt.com	FAX (A/C, No): 888-827-9870													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Underwriters Insurance</td> <td>30104</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Company, Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance	30104	INSURER B: Hartford Fire Insurance Company	19682	INSURER C: Sentinel Insurance Company, Ltd	11000	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Energov Solutions LLC 2160 Satellite Blvd Ste 300 Duluth, GA 30097															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, V/V/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		20SBAUT9181	10/09/2011	10/09/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & AOV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPI/DP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		20UECJD1825	10/09/2011	10/09/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		20SBAUT9181	10/09/2011	10/09/2012	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		20WECRW4354	10/09/2011	10/09/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 G.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		20SBAUT9181	10/09/2011	10/09/2012	1,000,000 Occurrence 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Contract No. VKB8111 for RFP BUILDING PERMIT SYSTEM
 Village of Key Biscayne is named as additional insured with respects to liability coverage.

CERTIFICATE HOLDER Village of Key Biscayne 88 W. McIntyre Street Key Biscayne, FL 33149	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Exhibit C
(With Attachments A-E)



Statement of Work

Prepared for:

Village of Key Biscayne, FL

Prepared by:

EnerGov Solutions, LLC
2160 Satellite Blvd, Suite 300
Duluth, GA 30097
888.355.1093
www.energov.com

March 27, 2011

DOCUMENT CONTROL

Date	Author	Version	Change Reference
3/20/12	EnerGov	1.0	Submitted
3/27/2012	EnerGov - vc	1.1	Updated

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STATEMENT OF WORK OVERVIEW

EnerGov Solutions, LLC ("EnerGov") is committed not only to providing a superior software configuration for the current and future needs of the Village of Key Biscayne, Florida ("Customer") but also to assist the Village in the successful implementation and deployment of the software solution. We are passionate about providing specialized business solutions geared around the unique processes required of the Customer. A successfully installed system is not based solely on the offered functionality, but also on the expertise, experience, and clarity of EnerGov and the Customer's staff. With over 100 successful government implementations within just the last 5 years, and the only vendor to successfully implement a true 4-tier web based system, EnerGov Solutions has managed more contemporary implementations than any automation provider in this specialized industry. The eventual success of this project will leverage years of experience and highly trained professionals to automate the Customer's business functions centered on and around the Department of Community Development.

EnerGov will work with the Customer's staff to optimize EnerGov's complete solution of software, services, best practices, and customer experience enabling the Customer to successfully deploy the EnerGov Enterprise Server Platform and meet the Customer's functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services work ("Services") to be provided by EnerGov for this implementation.

Any service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort and require approval by EnerGov. Approved out of scope services will be invoiced at EnerGov's standard time and materials (T&M) rate per resource type included in the Pricing and Payment Schedule (Exhibit A) and governed by a change order to this SOW.

PROJECT DESCRIPTION

In delivering the EnerGov software solutions, EnerGov shall deliver its Services throughout the implementation lifecycle and in the form of deliverables described in the work description section(s). Various deliverables are associated to the project stages as defined in the section "EnerGov Implementation Methodology." Fees and Payment Schedules are listed in a separate document titled *Exhibit A – Fees and Payment Schedule*, which includes multiple tabs defining the software subscriptions fees and services purchases, payment schedule, and estimates of hours required to provide the EnerGov implementation.

PRODUCTS

The following software products are included in this offering and shall be implemented for the Customer:

- Permitting & Land Management Suite - 18 Subscriptions (named users)
- Licensing & Regulatory suite – 1 Subscriptions (named users)
- IG Workforce (Inspect platform) – 5 Subscriptions (named users)
 - IG Workforce Server Subscription
- EnerGov GIS Server Standard – Server Subscription
- EnerGov Citizen Access – Land Management Server Subscription

SCOPE – REQUIREMENTS AND APPROACH

The intent of this project is to implement the EnerGov Enterprise Server Platform components that manage the following processes:

- Planning and Zoning application reviews and workflow management (Note: No electronic review of documents)
- Building permit & inspections processes
- Building plan review management
- Code/ordinance enforcement case tracking system
- Business license issuance/renewals
- Public Works' permits and inspections
- Fire/life safety inspection results
- Contractor license and insurance verification
- Capacity for wireless "In the field" data entry ability
- Automated report generation
- Automated alerts sent via email such as, but not limited to, inspection results, permit expiration
- 40-year recertification as set for in Chapter 8 of the Miami-Dade County Code, and
- State and County reports

DEFINED BUSINESS STREAMS TO BE IMPLEMENTED

Process definitions of all unique business streams are to be fully defined and documented as part of the Assess and Define phase. It is assumed that all business processes within the departments and divisions defined above (and appropriate to the EnerGov software purchased) will be implemented within the scope of this project. Processes that cannot be managed by the EnerGov software are not considered part of the project.

The Village reserves the right to subscribe to additional software and implementation services to accommodate other business processes, not included with this SOW, at the rates quoted in the contract proposal.

PROJECT ASSUMPTIONS

- Customer and EnerGov shall review their responsibilities before work begins to ensure that services can be satisfactorily completed.
- Customer will provide EnerGov with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Customer will provide work space for EnerGov Services for work completed on Customer premises
- EnerGov shall implement the most current version of the EnerGov software at the time of the contract signing.
- Customer will maintain primary responsibility for the scheduling of Customer employees and facilities in support of project activities.
- Customer has, or will provide, access licenses and documentation of existing system to which EnerGov will read, write or exchange data.
- EnerGov shall be responsible for implementing a functioning version of the application

software

- EnerGov will provide Customer with a weekly status reports that outline the tasks completed. EnerGov will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- EnerGov personnel shall attend executive project review committee meetings (internal) as needed.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Customer and EnerGov, identifying and monitoring project risks, and promoting strong project communication.

- ⌊ **Knowledge Transfer** - While EnerGov cannot guarantee specific expertise for Customer staff as a result of participating in the project, EnerGov shall make reasonable efforts to transfer knowledge to the Customer. It is critical that Customer personnel participate in the analysis, configuration and deployment of the EnerGov software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Customer will be responsible for administering the configuration and introduction of new processes in the EnerGov system.
- ⌊ **Dedicated Customer Participation** – EnerGov fully understands that Customer staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the EnerGov implementation project. However, it is critical that the Customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. EnerGov shall communicate insufficient participation of Customer and EnerGov resources as well as the corresponding impact(s), through Project Status Reports.
- ⌊ **Deliverable Acceptance Process** - Implementation services are formalized through the DELIVERABLES listed in this document. Upon completion of each deliverable, EnerGov shall provide the Customer with a Deliverables Acceptance Form (see attachment A) to formalize acceptance and completion. The Deliverables Acceptance Form is subsequently signed by the appropriate Customer stakeholder(s), and faxed to EnerGov. EnerGov respectfully requests prompt attention to the processing of all Deliverables Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

In an effort to ensure quality and complete satisfaction with each stage of the project, EnerGov's professional services division has established the following rules:

1. A Signed Deliverable Acceptance Form (see SOW Attachment A) is required upon completion and customer-acceptance of each stage of the project. Without approval, the

project cannot progress from one stage to another. A significant delay in acceptance of any deliverable may cause all other tasks to be halted pending any changes in the pending deliverable.

2. Further, Customer understands that payments are associated with work accomplished toward Deliverables. Payment delayed by more than 30 days of invoice will result in work stoppage and all related project tasks will be stopped until payment is received.

- **Managing Project Scope** - In an effort to implement the project on time and within budget, both EnerGov and Customer agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope will result in additional costs. The implementation services scope for the EnerGov products and departmental configuration services are formalized through the deliverables defined in this document as well as the approved project definition documentation ("PDD") defined during the Assess and Define stages of the project. Functional software requirements are defined by the functional requirements matrix (if provided in the RFP and responded in the affirmative by EnerGov) and by the customer's due diligence assessment.

Change Orders for additional items outside the scope of the defined project requirements must be submitted in advanced and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a change order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Master Customer Agreement.

PROJECT MANAGEMENT

EnerGov performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables. Project Management includes the following tasks:

- Project plan management using Microsoft Project
- Project document management using Microsoft SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Project Review Committee

By mutual agreement some project management tasks are shared between the EnerGov Project team and the Customer Project Manager/Stakeholders.

ENERGOV STAFFING

EnerGov will provide resumes for all EnerGov staff working on site. EnerGov will replace on-site staff upon written request to EnerGov providing an explanation of the reason for replacing a staff member.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, EnerGov shall work with Customer to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, EnerGov shall work closely with Customer to update, monitor, agree, and communicate any required changes to the project schedule.

ENERGOV IMPLEMENTATION METHODOLOGY

EnerGov will deliver its services to the Customer by employing its proven EnerGov Implementation Methodology. EnerGov's implementation process is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing EnerGov software products. Project delivery through execution of EnerGov's implementation life cycle is described below.

6-Stage Implementation Process

EnerGov utilizes a 6-stage or phased implementation approach in order to ensure that each aspect of the implementation process is adequately addressed.

A methodology of this nature is invaluable because it embraces an exhaustive examination of various interdepartmental issues such as best practices, policies, and procedures, each of which must necessarily be evaluated and considered prior to implementation. Moreover, this approach ensures that modular specific details are mastered prior to each subsequent stage. A formalized sign off process defined by deliverables require Customer stakeholders to accept each deliverable before the project is advanced.

Throughout the following list of Deliverables, EnerGov will invoice, approximately monthly, for Professional Services, travel and lodging expenses consumed during the month.

When each deliverable is complete, it will be submitted for review, comparison to requirements, and approval by Customer. Some Deliverables require that preceding Deliverables be approved by Customer before the next Deliverable can be started.



DEFINED DELIVERABLES / WORK DESCRIPTION (Project Roadmap)

Contract Signing

Deliverable 0-1 - Contract Signing – Initial Subscription Payment

This deliverable represents the initial payment for the EnerGov Subscription Fees for the first year. Additional Fees are due as determined in Exhibit A.

Deliverable 0-2 - Certifications Payment

This deliverable represents the payment for Certifications Training as allocated in Exhibit A.

Stage 1 – Project Planning & Initiation

Prior to EnerGov beginning systems configuration, EnerGov and the Customer take proper precautions to carefully plan and define project expectations. During the Initiation stage, project contracts and the SOW are reviewed, project planning activities are completed; steps are taken to instill end user acceptance early on. Project Initiation typically begins a few weeks to a month (depending on customer readiness) before the project's Assess & Define phase ensues.

Deliverable 1-1: Project Initiation & Planning

Duration: Not to exceed 1 Resource Day as provided in the Pricing Proposal – Exhibit A.

In conjunction with the Customer, EnerGov shall perform the following objectives:

- Conduct formal transition and project kick off. The objectives will include a formal transition from sales process to implementation process, review roles and responsibilities, review the contract and review project scope.
- EnerGov pre-planning and Customer process collection to prepare for future business analysis.
- Finalize staffing allocation assignment for the project teams (Customer and EnerGov).
- Review the communication plan and project logistics including communications norms, status reporting, issue/risk management, work locations, etc.
- Review and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Customer and EnerGov. Please note these individuals must have the capability to authorize payment for services rendered, and must have the authority to move the project forward.
- Drafting of preliminary baseline project plan (in cooperation with the Customer Project Manager). e.g. an estimated project plan. The project plan is considered a living document that will update as needed throughout the project.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

In terms of specific output, the following shall be executed by EnerGov:

Conduct kick-off meeting	<input type="checkbox"/>
Deliver implementation / process collection templates	<input type="checkbox"/>

SharePoint site created	<input type="checkbox"/>
SharePoint credentials distributed to both parties	<input type="checkbox"/>
Deliver baseline project plan	<input type="checkbox"/>
Deliver project status report template	<input type="checkbox"/>
Deliver sample signoff form	<input type="checkbox"/>

EnerGov Responsibilities:

- Consult with Customer resources to provide technical and business input and answer technical questions related to the installation requirements for the EnerGov Software Framework.
- Deliver and execute all output items specified.
- Coordinate & perform project planning activities.
- Collaborate with Customer to complete the preliminary baseline project plan (MS Project).

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Define key personnel and responsibilities to be utilized throughout the project.
- Provide facilities for project kickoff meeting and other onsite requirements.
- Begin current process collection / organization to be analyzed during the Assess and Define stage.
- Make available the appropriate Customer key IT users to participate in any hardware, software, environment, and infrastructure meetings.

Acceptance Criteria:

- Confirm receipt of baseline (preliminary) project plan.
- Completion of project kickoff meeting/kickoff event

Stage 2 - Assess & Define

The Assess and Define stage involves onsite and offsite comprehensive business process assessment and analysis, change management assessment and systems assessment and analysis. The goal of the Assess and Define stage is to examine and analyze the customer's current business process (Assess) and translate findings into a defined & documented process (Define) for best automating the unique processes of the customer. During this stage, EnerGov will provide automation recommendations based on industry best practices and experience gained while implementing a client base of nearly 200 government agencies. A high level of consulting value and potential for high ROI is realized during this stage.

Deliverable 2-1: Assess & Define

Duration: Not to exceed 13 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with the Customer, EnerGov shall carry out the following objectives:

- Comprehensive review and analysis of the customer's business process to be automated.
- Translate and refine the assessment into a defined & documented process. This documentation will serve as a basis for configuration of EnerGov's system configuration.

- Work with Customer's Project Manager and team to refine and firm the project plan.
- Perform a gap analysis between EnerGov's standard reports (letters, documents, reports) that are extended with the purchase of EnerGov .NET and the customer's reporting, key performance indicators, and existing document output requirements. Confirm sufficient report development services have been quoted and are available. Build a master list of the reports to be specified and developed post-Assess & Define stage (to be included in project definition documentation).
- Conduct prototype sessions with prototype database to illustrate and communicate software capabilities when required.
- Assess and identify any project risks.
- Determine integration strategy with EnerGov Data Services / EnerGov Development / Project Team
- Define and detail system integrations and provide final resource / final fixed cost assessment for any integration deliverables previously considered pre-analysis estimates.
- Work with customer to determine data migration strategy, ensure all required data to be converted is within project scope and all conversion resource estimates are accurate. Provide final fixed cost assessment for any data conversion service that is considered a pre-analysis estimate.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

In terms of specific output, the following shall be executed by EnerGov:

Analyze and review all business processes with customer (Assess)	<input type="checkbox"/>
Review and document intake requirements, forms, and fields for each business process	<input type="checkbox"/>
Collect employee names and associated roles and define user profile specifics	<input type="checkbox"/>
Collect and document output requirements (documents/letters/reports)	<input type="checkbox"/>
Collect and document fees and fee schedules per business process	<input type="checkbox"/>
Collect data files (and any available data diagrams) needed for data importation	<input type="checkbox"/>
Review GIS data and any related documentation and finalize EnerGov GIS requirements	<input type="checkbox"/>
Deliver the refined project plan	<input type="checkbox"/>
Deliver final integrations and development services assessments / specifications	<input type="checkbox"/>
Deliver any change order / scope revision request(s)	<input type="checkbox"/>
Deliver the Final EnerGov Project Definition Documentation booklet (Define)	<input type="checkbox"/>
Perform Assess & Define stage wrap up presentation	<input type="checkbox"/>
Provide System Administrator Training to ensure project support team readiness	<input type="checkbox"/>

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Business comprehension and process assessment of the current customer processes and workflow.
- Process workflow translation - EnerGov functional and system configuration requirements.
- Completion of EnerGov project definition documentation (booklet).

Customer Responsibilities:

- Provide prompt responses to EnerGov’s request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in the business process analysis.
- Make available the appropriate files, data and documentation required to analyze system integrations and data conversion.
- Verify the accuracy of the documented workflows, input/output formats, and data elements
- Where available, Customer shall provide the relevant, documented business processes for business process analysis. Where not available, Customer will work with EnerGov to comprehend the business processes.
 - * Please note these business processes once translated, defined and documented will be used by the project team and customer as the basis for the configuration and Administrator Acceptance testing.

Acceptance Criteria:

- Review and acceptance of project definition documentation (PDD booklet). Validate that the content accurately reflects the business process requirements to be utilized during the EnerGov system configuration and Acceptance.
- Review and acceptance of the updated project plan.
- Review and accept any final system integration / development services assessments that were previously considered pre-analysis estimates.
- Review and acceptance of any change order / scope requirements.

Stage 3 - Configure & Review

The Configure and Build stage of the EnerGov implementation consists of configuring the EnerGov system around the requirements collected and established during the Assess and Define stage and documented within the project definition documentation. Data conversion, creation or configuration of interfaces, scripting of EnerGov’s IO engine, and custom report development are also an integral part of the system configuration phase. To ensure configuration quality, internal system reviews are performed with EnerGov’s executive review committee before the database is presented for final onsite reviews and configuration signoff.

□ Deliverable 3-1: System Configuration – Land Mgmt & Licensing / Regulatory Suite

Duration: Not to exceed 49 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with the Customer, EnerGov shall carry out the following objectives:

- Configuration of the software around the requirements collected and established within the project definition documentation.
- Collaborative onsite system reviews sessions for configuration validation.

In terms of specific output, the following shall be executed by EnerGov:

Configuration of software based upon defined documentation	<input type="checkbox"/>
Perform onsite software configuration reviews	<input type="checkbox"/>

Print & deliver configuration reviews packets	<input type="checkbox"/>
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EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov .NET Land Management Suite and Licensing Suite according to the project definition documentation.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of the software setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ Deliverable 3-2: System Configuration – EnerGov GIS Server

Duration: Resource days included in Deliverable 3-1

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Configure EnerGov GIS Server around the requirements collected and established within the project definition document

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov GIS Server according to the PDD.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov GIS Server setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ Deliverable 3-3: System Configuration – EnerGov Citizen Access – Land Mgmt

Duration: Resource days included in Deliverable 3-1

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Configure EnerGov Citizen Access around the requirements collected and established within the project definition documentation.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov Citizen Access according to the project definition documentation.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov Citizen Access setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ **Deliverable 3-4: System Configuration – IG Workforce (IG Inspect)**

Duration: Resource days included in Deliverable 3-1

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Configure EnerGov iG Inspect around the requirements collected and established within the projection definition document.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov iG Inspect according to the project definition documentation.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov iG Inspect setup and configuration - validate that the content accurately reflects the inspections collected and defined within the project definition documentation.

□ **Deliverable 3-5: Integration Development**

Duration: Not to exceed 5 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- EnerGov to deliver a custom import utility for on-demand updates of property ownership data from Miami-Dade County.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Custom develop services based on approved specifications and assessment to integrate external system into the EnerGov system/process.

Customer Responsibilities:

- Provide EnerGov with access to Miami-Dade County property ownership data in an appropriate format (e.g. ASCII flat file, .csv, .txt or similar)
- Provide prompt responses to EnerGov's request for information.
- Provide information and documentation of API/service of which EnerGov will be integrating.
- Make available the key users for integration development review.
- Allocate the time for qualified business and technical experts for the integration review sessions that are critical to the project success.

Acceptance Criteria:

- Review and acceptance of each integration; validate that the integration / service accurately reflects the desired business process collected and defined within the previously approved specifications (project definition documentation).

□ Deliverable 3-6: Data Conversion Mapping & Specifications

This deliverable includes the data mapping data conversions.

Duration: Not to exceed 5 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- **Data Conversion from Accela's Permits Plus**

DATA CONVERSION ITEMS CONSIDERED EXCLUSIONS FROM SCOPE

□ Mapping to custom fields

Text columns/fields from legacy systems are not mapped to dropdown box custom fields in EnerGov. These will be mapped to text custom fields in EnerGov. However, for built-in, required dropdown boxes like status codes, type codes, etc. (non-custom fields), EnerGov can map these from text fields.

□ Data scrubbing/cleansing

Any data scrubbing should be done by the customer ahead of the data mapping process. Data scrubbing and cleansing is not included.

□ Parsing data

Address Data: EnerGov does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). EnerGov will import the address data delivered (format) and map the fields to

the best possible location in the EnerGov system. EnerGov is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to EnerGov. EnerGov is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to EnerGov. EnerGov is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

□ **Business-Specific Rules**

Business specific rules are handled in the software configuration process and cannot typically be mapped within the Data conversion process. This includes but is not limited to EnerGov Intelligent objects and EnerGov case workflows.

□ **Calendars & Scheduling**

EnerGov can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

EnerGov Responsibilities:

- Develop data mapping specification documentation that specifies the data that will be converted during the data conversion development process.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Provide information and data in the formats specified by EnerGov (SQL Server 2000 or Higher, Access 97 or Higher, delimited text files) – one data source (DB) per deliverable
- Make available the key users for data mapping analysis from the current systems to EnerGov.
- Data scrubbing if required.
- Allocate the time for qualified business and technical experts for the data-mapping analysis sessions that are critical to the project success.

Acceptance Criteria:

- Review and acceptance of the baseline data conversion mapping documentation.

□ **Deliverable 3-7: Data Conversion Development**

Duration: Not to exceed 15 Resource Days as provided in the Pricing Proposal – Exhibit A.

This deliverable includes the development of the previously mapped and defined data to be converted. If additional data is introduced to the conversion requirements (over and above what has been mapped and defined in the data conversion documentation), a change order may need

to be processed to include the introduction of additional data elements.

EnerGov Responsibilities:

- Develop data conversion utilities that will properly convert from the data sources defined into the EnerGov database.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the key users for data mapping from the current systems to EnerGov.
- Allocate the time for qualified business and technical experts to assist in the data importation analysis sessions which will allow the data that has been converted to be viewed, confirmed and accepted.

Acceptance Criteria:

- Review and acceptance of the data conversion delineated above- validate that the content accurately reflects the conversion documentation that was defined and approved within the data mapping process.

□ **Deliverable 3-8: Custom Reporting Specifications**

Duration: Not to exceed 3 Resource Days as provided in the Pricing Proposal – Exhibit A.

Reports are defined as anything that can be printed (output) from the system including but not limited to informational reports, forms, documents, letters, and other documents that the Customer wishes to print as identified during configuration analysis (Assess and Define). The configuration definition documentation shall define the reports (name and number of the reports) and documents (output collection) that are required by the Customer to effectively use EnerGov .NET.

Prior to the development of a report, the customer shall approve report design specification documents that will be created jointly by the Customer and EnerGov (during the configure phase). The approved documents shall be used as a basis for determining completion and approval of the report development. Development of each report cannot begin until agreement on each specification is complete. Changes to the report requirements, after signoff on the specifications by the customer, require a reissue and signoff of report specification.

After the appropriate training on the database and the EnerGov system, Customer personnel will be able to handle additional and future report requirements using Crystal Reports.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Create a specification documents for custom developed reports.
- Refine the master list of the reports to be developed by EnerGov reporting services.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.

- Define level of development effort and prioritize the development of reports
- Develop a report specification for each of the report to be developed

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the key users for reporting analysis and specification design.
- Provide form and business data required for specification output

Acceptance Criteria:

- Review and acceptance of the list of reports to be developed by EnerGov Reporting Services.
- Review and acceptance of individual report specification documents

□ **Deliverable 3-9: Custom Reporting Development**

EnerGov shall develop custom reports (documents/letters/forms) in accordance with the specifications developed and approved in Deliverable 3-8. Changes to the individual report specifications after specification approval can negatively impact report development efforts and the overall project progress schedule. Therefore, changes to the report specifications after approval requires an analysis by EnerGov to determine the level of effort required, and a change order would be required to complete the work.

EnerGov shall perform the following tasks:

- Not to exceed 7 resource days to develop custom reports

EnerGov Responsibilities:

- Develop custom reports per the approved specification document
- Configure the reports into the EnerGov system

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the key users for reporting testing and analysis.
- Request a change order if changes to approved specifications are required.

Acceptance Criteria:

- Confirmation and acceptance of report accuracy per the approved individual report specification in the test/review environment.

Stage 4 – Acceptance Testing

This phase of the EnerGov project is a necessary component relating to administrative knowledge transfer and the validation of the system configuration / due diligence of systems readiness to production migration. This phase also helps ensure the key individuals are trained and the Customer has the capabilities of best reacting to ongoing and future changes in business process / configuration requirements (post production).

The goal of the user acceptance testing phase is to test the software configuration to ensure that it meets minimum acceptability standards. EnerGov defines acceptability as the software's ability to perform day-to-day operations without hindrance of one's job responsibilities.

□ **Deliverable 4-1: Acceptance Training & Development**

Duration: Not to exceed 8 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- System overview and administrator training for power users (Customer testers / administrators) - In an effort to enhance knowledge transfer, power user training is suggested to take place in EnerGov state of the art training lab (Atlanta, GA Headquarters)
- Testing and system validation for promotion to end user training

EnerGov Responsibilities:

- Provide Power user training either in Atlanta training lab or onsite facility prior to testing.
- Coordinate with Customer to define training logistics and schedule.
- Provide recommendations on testing strategy, scenarios and best acceptance practices
- Assist in developing testing scripts to be used within the Acceptance process.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Select and prepare system power users/system testers that will be participating in training.
- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate in admin training and testing.
- Use business scenarios documented in the project definition documentation as the basis for the system acceptance / testing script creation (assist EnerGov with test script creation).
- Provide facilities suitable to training and testing needs (Customer may elect to utilize EnerGov's training lab during power user training).

Acceptance Criteria:

- Power user training shall be complete when training session's resource days are exhausted.
- Test scripts created and ready for testing (Acceptance execution).

□ **Deliverable 4-2: Acceptance Execution**

Duration: Not to exceed 6 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Complete testing and system validation for promotion to end user training

EnerGov Responsibilities:

- Provide onsite Acceptance assistance.
- Coordinate with Customer to define testing schedule.
- Assist the Customer in the Acceptance testing effort and the validation of the system configuration readiness to be migrated to production for active use.

- Resolve issues, problems, or concerns resulting from testing activities (configuration resolution).

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Prepare system power users that will be participating in testing.
- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate in user acceptance testing.
- Dedicate sufficient testing participation time to complete Acceptance. The Customer acknowledges that the time commitment may exceed allocated hours per individual involved in the testing portion of this project. EnerGov also reserves the right to assign project personnel to additional duties until the Customer has fulfilled testing responsibilities.
- Log all results into SharePoint.
- Use business scenarios documented in the project definition documentation (as well as testing scripts created from the PDD) as the basis for testing/ the system acceptance.
- Provide facilities suitable to testing needs.

Acceptance Criteria:

- Tested system accepted, configuration issues resolved and system is ready for end user training.

Stage 5 - End User Training

This phase of the EnerGov project is designed to facilitate maximum knowledge transfer with regard to utilizing the EnerGov .NET System. With an application as dynamic and configurable as EnerGov .NET, it is imperative that an equally configurable and dynamic training program be provided that is tailored to each Customer's unique business processes, workflows and terminology. As such, EnerGov offers adaptable training solutions to meet the needs of each client.

□ DELIVERABLE 5-1: END USER TRAINING

Duration: Not to exceed 10 Resource Days as provided In the Pricing Proposal – Exhibit A.

Training for this project will be conducted on-site by the EnerGov Implementation/training team and will consist of a combination of One-on-One training & Classroom training. EnerGov will coordinate the training plan with related sessions in conjunction with the Customer's Project Manager.

Training and knowledge-transfer will be tailored around the unique business processes of each department/user-category. Additionally, standard EnerGov training sessions will include the following general user-business functions & user-roles:

In conjunction with the Customer representatives, EnerGov shall perform the following tasks:

- Comprehensive End User Training (9 days)
- Contractor Training (1 full day)

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information
- Coordinate with Customer to define training logistics and schedule

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate assist in training.
- Provide facilities suitable to training needs.

Acceptance Criteria:

- End user training shall be complete when training-session resource days are exhausted.

Stage 6 - Production / Post Production Support

This phase of the EnerGov project is comprised of onsite Go-Live and post production support and consultative advice immediately following the Go-Live of the EnerGov software. This is also a transition period in which EnerGov will transfer from the project team to the EnerGov account services (assigned account manager) realm.

□ DELIVERABLE 6-1: PRODUCTION / POST PRODUCTION SUPPORT

Duration: Not to exceed 6 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Comprehensive Onsite Go-Live and Post Production Support
- Final Data Conversion Cutover
- Transition from EnerGov project team to EnerGov Account Management

EnerGov Responsibilities:

- Provide onsite post production support
- Provide prompt response to Customer's request for information
- Coordinate with Customer to define support logistics and schedule
- Provide on-site resources to support the move to Production effort
- Provide final data conversion and systems validation
- Assist with issues that may arise related to the deliverables in SOW

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Provide technical and functional user support.
- Develop and maintain a post production issues list
- Ensure personnel critical to the success of the project (subject matter experts / key power users etc) are present and available to participate in the go-live.

Acceptance Criteria:

- System Production shall be completed when the software is moved into the live environment.
- Production support shall be complete when onsite days are exhausted.
- Official transition from EnerGov project team to EnerGov Account Management performed.

FINAL ACCEPTANCE

When all the defined deliverables have been completed by EnerGov and accepted by Customer, this Statement of Work is considered completed and fulfilled.

STATEMENT OF WORK SIGNATURE

Customer acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this SOW cannot be altered, amended or modified, except in writing signed by an authorized representative of both parties.

ACCEPTED BY: Village of Key Biscayne	ACCEPTED BY: EnerGov Solutions, LLC
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

SOW ATTACHMENTS

SOW Exhibit A – (Sample) Work-Deliverables Acceptance Form

This form provides the means for the Customer to accept a Deliverable or provide reason for denial of a Deliverable.

SOW Exhibit B – (Sample) Change Order Form

Any change in the project must have a completed and approved Change Order.

SOW Exhibit C – Customer Roles-Skills

This document defines the roles and skill expectation of the Customer in order to make the project progress as efficiently and effectively as possible.

SOW Exhibit D – Custom Programming Requests

This document provides the means for defining a custom programming request for any modification to the EnerGov source code.

SOW Exhibit E – Custom Report Programming Requests

A specified number of hours are allocated for Custom Report requirements. During the project these are defined and developed at the designated Deliverables. Resources are allocated for this purpose. Additional custom reports and/or additional allocation of resources may be requested through the use of this form.



Client Sign Off

Client:
Dates:
Reason for Visit:

(This form is used to both record work directed at each deliverable and the receipt of the deliverable itself.)

Check if a Deliverable not associated with a payment. Record Deliverable below.

Accomplishments	Performed By	Notes

If Payment associated with this Work:

Payment Invoice amount due as a result of the work accomplished and listed above. Amount Due: \$ 0.00

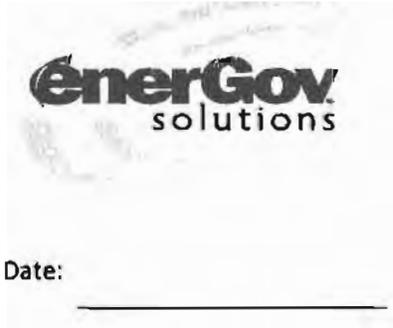
- I am satisfied with the work performed during this stage and approve the payment listed above.
- I am NOT satisfied with the work performed during this stage and DO NOT approve the payment listed above. (Note: the project cannot continue to next phase until this work is completed satisfactorily. Please list specific reasons for nonpayment on the following page).

Print Name: _____

Signature: _____

Date: _____

Change Order Request



Client: _____
Generated By: _____
Authorized By: _____

Date: _____

Change Overview:

--

Narrative Description of Change:

--

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on EnerGov Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to EnerGov Project Manager

Date Approved	Comments	Approved By	Signature

Customer Roles/Skills Requirements-



Project Collaboration

A successful EnerGov enterprise implementation is a collaborative endeavor in which both EnerGov Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Project Stakeholder Committee:

This committee is formed by executive or managerial staff of every effected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.



Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency's implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the EnerGov Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the EnerGov Project Manager.
- Schedule and coordinate project tasks with assistance from the EnerGov Project Manager.
- Coordinate agency's implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Customer Roles/Skills Requirements—

Page 2



Project Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities Include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating an positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities Include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of the EnerGov software solution.
- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into EnerGov "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities Include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

SOW Attachment D
 Custom Programming Request Form



[EnerGov Beta Release date]	DATE
[EnerGov RC Release date]	DATE
[EnerGov Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature: _____
 Name (print): _____
 Title: _____
 Date: _____

Please sign, date and return by fax:
 EnerGov Solutions
 Phone: 888-355-1093
 Fax: 678-474-1002
sales@energov.com

Payment Schedule

Milestone / Due Date	Amount	Description
Order Placement	\$0	75% due upon order placement
Order Delivery	\$0	25% due upon order delivery

Payment Schedule (Support/Maintenance)

Due Date	Amount	Description
January 1 of every year	\$0.00	1 st quarter Support/Maintenance
April 1 of every year	\$0.00	2 nd quarter Support/Maintenance
July 1 of every year	\$0.00	3 rd quarter Support/Maintenance
October 1 of every year	\$0.00	4 th quarter Support/Maintenance

* Support and Maintenance amounts listed above will be added to your regular support and maintenance fees.



Client: _____
Date of Request: _____
Contact Name: _____

Report Development Request

<Report Specifications go here>

<Specifications must be detailed and approved by a crystal report developer>.

	EnerGov Use Only	
Report Development Hours:	_____	Report Development (\$119/hr.): _____
Estimated Release Date:	_____	Implementation Cost: _____
Estimated Release Version:	_____	Training Cost: _____
Report Services Authorization:	_____	
Sales Rep Authorization:	_____	Total Cost: _____
Authorized:	_____	

Accepted and Ordered by Customer:

Signature: _____
Name (print): _____
Title: _____
Date: _____

Please sign, date and return by fax:

EnerGov Solutions
Phone: 888-355-1083
Fax: 878-474-1002
sales@energov.com

SOW Attachment E
Custom Report Request Form



Payment Schedule

Milestone / Due Date	Amount	Description
Order Delivery	\$0.00	100% due upon delivery *

* Purchase Order to be issued before work commences.

Exhibit D
(Statement of Work, Public Works Option)



Statement of Work

Prepared for:

Village of Key Biscayne, FL

Prepared by:

EnerGov Solutions, LLC
2160 Satellite Blvd, Suite 300
Duluth, GA 30097
888.355.1093
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March 27, 2011

DOCUMENT CONTROL

Date	Author	Version	Change Reference
3/20/12	EnerGov	1.0	Submitted
3/27/2012	EnerGov – vc	1.1	Updated
4/2/21012	EnerGov – vc	1.2	Added eReview and additional Resources for eReviews.

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STATEMENT OF WORK OVERVIEW

EnerGov Solutions, LLC ("EnerGov") is committed not only to providing a superior software configuration for the current and future needs of the Village of Key Biscayne, Florida ("Customer") but also to assist the Village in the successful implementation and deployment of the software solution. We are passionate about providing specialized business solutions geared around the unique processes required of the Customer. A successfully installed system is not based solely on the offered functionality, but also on the expertise, experience, and clarity of EnerGov and the Customer's staff. With over 100 successful government implementations within just the last 5 years, and the only vendor to successfully implement a true 4-tier web based system, EnerGov Solutions has managed more contemporary implementations than any automation provider in this specialized industry. The eventual success of this project will leverage years of experience and highly trained professionals to automate the Customer's business functions centered on and around the Department of Community Development.

EnerGov will work with the Customer's staff to optimize EnerGov's complete solution of software, services, best practices, and customer experience enabling the Customer to successfully deploy the EnerGov Enterprise Server Platform and meet the Customer's functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services work ("Services") to be provided by EnerGov for this Implementation.

Any service work and/or deliverables not listed, defined, or provided as optional deliverables in this document are considered outside of the scope of this project effort and require approval by EnerGov. Approved out of scope services will be invoiced at EnerGov's standard time and materials (T&M) rate per resource type included in the Pricing and Payment Schedule (Exhibit A) and governed by a change order to this SOW.

PROJECT DESCRIPTION

In delivering the EnerGov software solutions, EnerGov shall deliver its Services throughout the implementation lifecycle and in the form of deliverables described in the work description section(s). Various deliverables are associated to the project stages as defined in the section "EnerGov Implementation Methodology." Fees and Payment Schedules are listed in a separate document titled *Exhibit A – Pricing Proposal*, which includes multiple tabs defining the software subscriptions fees and services purchases, payment schedule, and estimates of hours required to provide the EnerGov implementation.

PRODUCTS

The following software products are included in this offering and shall be implemented for the Customer:

- Permitting & Land Management Suite - 18 Subscriptions (named users)
- Licensing & Regulatory suite – 1 Subscriptions (named users)
- iG Workforce (Inspect platform) – 5 Subscriptions (named users)
 - iG Workforce Server Subscription
- EnerGov eReviews – Server Subscription
- EnerGov GIS Server Standard – Server Subscription
- EnerGov Citizen Access – Land Management Server Subscription

SCOPE – REQUIREMENTS AND APPROACH

The intent of this project is to implement the EnerGov Enterprise Server Platform components that manage the following processes:

- Planning and Zoning application reviews and workflow management (Note: No electronic review of documents)
- Building permit & inspections processes
- Building plan review management
- Code/ordinance enforcement case tracking system
- Business license issuance/renewals
- Public Works' permits and inspections
- Fire/life safety inspection results
- Contractor license and insurance verification
- Capacity for wireless "in the field" data entry ability
- Automated report generation
- Automated alerts sent via email such as, but not limited to, inspection results, permit expiration
- 40-year recertification as set for in Chapter 8 of the Miami-Dade County Code, and
- State and County reports

DEFINED BUSINESS STREAMS TO BE IMPLEMENTED

Process definitions of all unique business streams are to be fully defined and documented as part of the Assess and Define phase. It is assumed that all business processes within the departments and divisions defined above (and appropriate to the EnerGov software purchased) will be implemented within the scope of this project. Processes that cannot be managed by the EnerGov software are not considered part of the project.

The Village reserves the right to subscribe to additional software and implementation services to accommodate other business processes, not included with this SOW, at the rates quoted in the contract proposal.

PROJECT ASSUMPTIONS

- Customer and EnerGov shall review their responsibilities before work begins to ensure that services can be satisfactorily completed.
- Customer will provide EnerGov with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- Customer will provide work space for EnerGov Services for work completed on Customer premises
- EnerGov shall implement the most current version of the EnerGov software at the time of the contract signing.
- Customer will maintain primary responsibility for the scheduling of Customer employees and facilities in support of project activities.
- Customer has, or will provide, access licenses and documentation of existing system to which EnerGov will read, write or exchange data.
- EnerGov shall be responsible for implementing a functioning version of the application

- software
- EnerGov will provide Customer with a weekly status reports that outline the tasks completed. EnerGov will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- EnerGov personnel shall attend executive project review committee meetings (internal) as needed.

CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the Customer and EnerGov, identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While EnerGov cannot guarantee specific expertise for Customer staff as a result of participating in the project, EnerGov shall make reasonable efforts to transfer knowledge to the Customer. It is critical that Customer personnel participate in the analysis, configuration and deployment of the EnerGov software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase, the Customer will be responsible for administering the configuration and introduction of new processes in the EnerGov system.
- **Dedicated Customer Participation** – EnerGov fully understands that Customer staff members have daily responsibilities that shall compete with the amount of time that can be dedicated to the EnerGov implementation project. However, it is critical that the Customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. EnerGov shall communicate insufficient participation of Customer and EnerGov resources as well as the corresponding impact(s), through Project Status Reports.
- **Deliverable Acceptance Process** - Implementation services are formalized through the **DELIVERABLES** listed in this document. Upon completion of each deliverable, EnerGov shall provide the Customer with a Deliverables Acceptance Form (see attachment A) to formalize acceptance and completion. The Deliverables Acceptance Form is subsequently signed by the appropriate Customer stakeholder(s), and faxed to EnerGov. EnerGov respectfully requests prompt attention to the processing of all Deliverables Acceptance Forms, as adherence to this timely process directly impacts the ability to complete the project in the desired timeframe.

In an effort to ensure quality and complete satisfaction with each stage of the project, EnerGov's professional services division has established the following rules:

1. A Signed Deliverable Acceptance Form (see SOW Attachment A) is required upon completion and customer-acceptance of each stage of the project. Without approval, the

project cannot progress from one stage to another. A significant delay in acceptance of any deliverable may cause all other tasks to be halted pending any changes in the pending deliverable.

2. Further, Customer understands that payments are associated with work accomplished toward Deliverables. Payment delayed by more than 30 days of invoice will result in work stoppage and all related project tasks will be stopped until payment is received.

- C **Managing Project Scope** - In an effort to implement the project on time and within budget, both EnerGov and Customer agree to limit the software and professional services to only those items identified in this Statement of Work. Expanded scope will result in additional costs. The implementation services scope for the EnerGov products and departmental configuration services are formalized through the deliverables defined in this document as well as the approved project definition documentation ("PDD") defined during the Assess and Define stages of the project. Functional software requirements are defined by the functional requirements matrix (if provided in the RFP and responded in the affirmative by EnerGov) and by the customer's due diligence assessment.

Change Orders for additional items outside the scope of the defined project requirements must be submitted in advanced and signed by project stakeholders before work can be accomplished on those items. Likewise, reductions of the defined scope will also require a change order.

FUTURE AMENDMENTS TO SCOPE

Future changes in the project scope, beyond the capability of a Change Order, will assume the appropriate processes outlined in this Statement of Work, unless future scope changes require a different or modified process. If no new Statement of Work is required, then new functionality and payment requirements are provided for in an amendment to the initial Master Customer Agreement.

PROJECT MANAGEMENT

EnerGov performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project in accordance with deliverables. Project Management includes the following tasks:

- Project plan management using Microsoft Project
- Project document management using Microsoft SharePoint
- Issue log management and escalation
- Status reporting
- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Project Review Committee

By mutual agreement some project management tasks are shared between the EnerGov Project team and the Customer Project Manager/Stakeholders.

ENERGOV STAFFING

EnerGov will provide resumes for all EnerGov staff working on site. EnerGov will replace on-site staff upon written request to EnerGov providing an explanation of the reason for replacing a staff member.

PROJECT SCHEDULE

Upon execution of the contract, the parties will subsequently collaborate during the project planning and initiation stage to determine a start date for services to be rendered. Upon initiation of these services, EnerGov shall work with Customer to collaboratively define a baseline or preliminary project schedule/plan. Given the fact that project schedules are working documents that change over the course of the project, EnerGov shall work closely with Customer to update, monitor, agree, and communicate any required changes to the project schedule.

ENERGOV IMPLEMENTATION METHODOLOGY

EnerGov will deliver its services to the Customer by employing its proven EnerGov Implementation Methodology. EnerGov's implementation process is a proven methodology that guides the project from inception to deployment, thereby increasing the chances of successfully implementing EnerGov software products. Project delivery through execution of EnerGov's implementation life cycle is described below.

6-Stage Implementation Process

EnerGov utilizes a 6-stage or phased implementation approach in order to ensure that each aspect of the implementation process is adequately addressed.

A methodology of this nature is invaluable because it embraces an exhaustive examination of various interdepartmental issues such as best practices, policies, and procedures, each of which must necessarily be evaluated and considered prior to implementation. Moreover, this approach ensures that modular specific details are mastered prior to each subsequent stage. A formalized sign off process defined by deliverables require Customer stakeholders to accept each deliverable before the project is advanced.

Throughout the following list of Deliverables, EnerGov will invoice, approximately bi-weekly, for Professional Services, travel and lodging expenses consumed during the month.

When each deliverable is complete, it will be submitted for review, comparison to requirements, and approval by Customer. Some Deliverables require that preceding Deliverables be approved by Customer before the next Deliverable can be started.



DEFINED DELIVERABLES / WORK DESCRIPTION (Project Roadmap)

Contract Signing

Deliverable 0-1 - Contract Signing – Initial Subscription Payment

This deliverable represents the initial payment for the EnerGov Subscription Fees for the first year. Additional Fees are due as determined in Exhibit A.

Deliverable 0-2 - Certifications Payment

This deliverable represents the payment for Certifications Training as allocated in Exhibit A.

Stage 1 – Project Planning & Initiation

Prior to EnerGov beginning systems configuration, EnerGov and the Customer take proper precautions to carefully plan and define project expectations. During the Initiation stage, project contracts and the SOW are reviewed, project planning activities are completed; steps are taken to instill end user acceptance early on. Project Initiation typically begins a few weeks to a month (depending on customer readiness) before the project's Assess & Define phase ensues.

Deliverable 1-1: Project Initiation & Planning

Duration: Not to exceed 1 Resource Day as provided in the Pricing Proposal – Exhibit A.

In conjunction with the Customer, EnerGov shall perform the following objectives:

- Conduct formal transition and project kick off. The objectives will include a formal transition from sales process to implementation process, review roles and responsibilities, review the contract and review project scope.
- EnerGov pre-planning and Customer process collection to prepare for future business analysis.
- Finalize staffing allocation assignment for the project teams (Customer and EnerGov).
- Review the communication plan and project logistics including communications norms, status reporting, issue/risk management, work locations, etc.
- Review and document formal deliverable signoff procedures, identify team members that will be responsible for signoff from the Customer and EnerGov. Please note these individuals must have the capability to authorize payment for services rendered, and must have the authority to move the project forward.
- Drafting of preliminary baseline project plan (in cooperation with the Customer Project Manager). e.g. an estimated project plan. The project plan is considered a living document that will update as needed throughout the project.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

In terms of specific output, the following shall be executed by EnerGov:

Conduct kick-off meeting	<input type="checkbox"/>
Deliver implementation / process collection templates	<input type="checkbox"/>

SharePoint site created	<input type="checkbox"/>
SharePoint credentials distributed to both parties	<input type="checkbox"/>
Deliver baseline project plan	<input type="checkbox"/>
Deliver project status report template	<input type="checkbox"/>
Deliver sample signoff form	<input type="checkbox"/>

EnerGov Responsibilities:

- Consult with Customer resources to provide technical and business input and answer technical questions related to the installation requirements for the EnerGov Software Framework.
- Deliver and execute all output items specified.
- Coordinate & perform project planning activities.
- Collaborate with Customer to complete the preliminary baseline project plan (MS Project).

Customer Responsibilities:

- Provide prompt responses to EnerGov’s request for information.
- Define key personnel and responsibilities to be utilized throughout the project.
- Provide facilities for project kickoff meeting and other onsite requirements.
- Begin current process collection / organization to be analyzed during the Assess and Define stage.
- Make available the appropriate Customer key IT users to participate in any hardware, software, environment, and infrastructure meetings.

Acceptance Criteria:

- Confirm receipt of baseline (preliminary) project plan.
- Completion of project kickoff meeting/kickoff event

Stage 2 - Assess & Define

The Assess and Define stage involves onsite and offsite comprehensive business process assessment and analysis, change management assessment and systems assessment and analysis. The goal of the Assess and Define stage is to examine and analyze the customer’s current business process (Assess) and translate findings into a defined & documented process (Define) for best automating the unique processes of the customer. During this stage, EnerGov will provide automation recommendations based on industry best practices and experience gained while implementing a client base of nearly 200 government agencies. A high level of consulting value and potential for high ROI is realized during this stage.

Deliverable 2-1: Assess & Define

Duration: Not to exceed 13 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with the Customer, EnerGov shall carry out the following objectives:

- Comprehensive review and analysis of the customer’s business process to be automated.
- Translate and refine the assessment into a defined & documented process. This documentation will serve as a basis for configuration of EnerGov’s system configuration.

- Work with Customer's Project Manager and team to refine and firm the project plan.
- Perform a gap analysis between EnerGov's standard reports (letters, documents, reports) that are extended with the purchase of EnerGov .NET and the customer's reporting, key performance indicators, and existing document output requirements. Confirm sufficient report development services have been quoted and are available. Build a master list of the reports to be specified and developed post-Assess & Define stage (to be included in project definition documentation).
- Conduct prototype sessions with prototype database to illustrate and communicate software capabilities when required.
- Assess and identify any project risks.
- Determine integration strategy with EnerGov Data Services / EnerGov Development / Project Team
- Define and detail system integrations and provide final resource / final fixed cost assessment for any integration deliverables previously considered pre-analysis estimates.
- Work with customer to determine data migration strategy, ensure all required data to be converted is within project scope and all conversion resource estimates are accurate. Provide final fixed cost assessment for any data conversion service that is considered a pre-analysis estimate.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

In terms of specific output, the following shall be executed by EnerGov:

Analyze and review all business processes with customer (Assess)	<input type="checkbox"/>
Review and document intake requirements, forms, and fields for each business process	<input type="checkbox"/>
Collect employee names and associated roles and define user profile specifics	<input type="checkbox"/>
Collect and document output requirements (documents/letters/reports)	<input type="checkbox"/>
Collect and document fees and fee schedules per business process	<input type="checkbox"/>
Collect data files (and any available data diagrams) needed for data importation	<input type="checkbox"/>
Review GIS data and any related documentation and finalize EnerGov GIS requirements	<input type="checkbox"/>
Deliver the refined project plan	<input type="checkbox"/>
Deliver final integrations and development services assessments / specifications	<input type="checkbox"/>
Deliver any change order / scope revision request(s)	<input type="checkbox"/>
Deliver the Final EnerGov Project Definition Documentation booklet (Define)	<input type="checkbox"/>
Perform Assess & Define stage wrap up presentation	<input type="checkbox"/>
Provide System Administrator Training to ensure project support team readiness	<input type="checkbox"/>

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Business comprehension and process assessment of the current customer processes and workflow.
- Process workflow translation - EnerGov functional and system configuration requirements.
- Completion of EnerGov project definition documentation (booklet).

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in the business process analysis.
- Make available the appropriate files, data and documentation required to analyze system integrations and data conversion.
- Verify the accuracy of the documented workflows, input/output formats, and data elements
- Where available, Customer shall provide the relevant, documented business processes for business process analysis. Where not available, Customer will work with EnerGov to comprehend the business processes.
 - * Please note these business processes once translated, defined and documented will be used by the project team and customer as the basis for the configuration and Administrator Acceptance testing.

Acceptance Criteria:

- Review and acceptance of project definition documentation (PDD booklet). Validate that the content accurately reflects the business process requirements to be utilized during the EnerGov system configuration and Acceptance.
- Review and acceptance of the updated project plan.
- Review and accept any final system integration / development services assessments that were previously considered pre-analysis estimates.
- Review and acceptance of any change order / scope requirements.

Stage 3 - Configure & Review

The Configure and Build stage of the EnerGov implementation consists of configuring the EnerGov system around the requirements collected and established during the Assess and Define stage and documented within the project definition documentation. Data conversion, creation or configuration of interfaces, scripting of EnerGov's IO engine, and custom report development are also an integral part of the system configuration phase. To ensure configuration quality, internal system reviews are performed with EnerGov's executive review committee before the database is presented for final onsite reviews and configuration signoff.

□ Deliverable 3-1: System Configuration – Land Mgmt & Licensing / Regulatory Suite

Duration: Not to exceed 51 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with the Customer, EnerGov shall carry out the following objectives:

- Configuration of the software around the requirements collected and established within the project definition documentation.
- Collaborative onsite system reviews sessions for configuration validation.

In terms of specific output, the following shall be executed by EnerGov:

Configuration of software based upon defined documentation	□
Perform onsite software configuration reviews	□

Print & deliver configuration reviews packets	<input type="checkbox"/>
-----------------------------------------------	--------------------------

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov .NET Land Management Suite and Licensing Suite according to the project definition documentation.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of the software setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ Deliverable 3-2: System Configuration – EnerGov eReviews**Duration: Resource days included in Deliverable 3-1****In conjunction with Customer representatives, EnerGov shall perform the following tasks:**

- Configure EnerGov eReviews around the requirements collected and established within the project definition document

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov Citizen eReviews according to the PDD.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov eReviews setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ Deliverable 3-3: System Configuration – EnerGov GIS Server**Duration: Resource days included in Deliverable 3-1****In conjunction with Customer representatives, EnerGov shall perform the following tasks:**

- Configure EnerGov GIS Server around the requirements collected and established within the project definition document

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov GIS Server according to the PDD.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov GIS Server setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ **Deliverable 3-4: System Configuration – EnerGov Citizen Access – Land Mgmt**

Duration: Resource days included in Deliverable 3-1

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Configure EnerGov Citizen Access around the requirements collected and established within the project definition documentation.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov Citizen Access according to the project definition documentation.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov Citizen Access setup and configuration - validate that the content accurately reflects the desired business process collected and defined within the project definition documentation.

□ **Deliverable 3-5: System Configuration – IG Workforce (IG Inspect)**

Duration: Resource days included in Deliverable 3-1

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Configure EnerGov iG Inspect around the requirements collected and established within the projection definition document.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Work with the Customer to accurately configure EnerGov iG Inspect according to the project definition documentation.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the appropriate Customer key users (previously defined) and content experts to participate in configuration assessment sessions and final reviews.

Acceptance Criteria:

- Review and acceptance of EnerGov iG Inspect setup and configuration - validate that the content accurately reflects the inspections collected and defined within the project definition documentation.

□ **Deliverable 3-6: Integration Development**

Duration: Not to exceed 5 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- EnerGov to deliver a custom import utility for on-demand updates of property ownership data from Miami-Dade County.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Custom develop services based on approved specifications and assessment to integrate external system into the EnerGov system/process.

Customer Responsibilities:

- Provide EnerGov with access to Miami-Dade County property ownership data in an appropriate format (e.g. ASCII flat file, .csv, .txt or similar)
- Provide prompt responses to EnerGov's request for information.
- Provide information and documentation of API/service of which EnerGov will be integrating.
- Make available the key users for integration development review.
- Allocate the time for qualified business and technical experts for the integration review sessions that are critical to the project success.

Acceptance Criteria:

- Review and acceptance of each integration; validate that the integration / service accurately reflects the desired business process collected and defined within the previously approved specifications (project definition documentation).

□ **Deliverable 3-7: Data Conversion Mapping & Specifications**

This deliverable includes the data mapping data conversions.

Duration: Not to exceed 5 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- **Data Conversion from Accela's Permits Plus**

DATA CONVERSION ITEMS CONSIDERED EXCLUSIONS FROM SCOPE

Mapping to custom fields

Text columns/fields from legacy systems are not mapped to dropdown box custom fields in EnerGov. These will be mapped to text custom fields in EnerGov. However, for built-in, required dropdown boxes like status codes, type codes, etc. (non-custom fields), EnerGov can map these from text fields.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer ahead of the data mapping process. Data scrubbing and cleansing is not included.

Parsing data

Address Data: EnerGov does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). EnerGov will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. EnerGov is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to EnerGov. EnerGov is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to EnerGov. EnerGov is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the Data conversion process. This includes but is not limited to EnerGov Intelligent objects and EnerGov case workflows.

Calendars & Scheduling

EnerGov can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

EnerGov Responsibilities:

- Develop data mapping specification documentation that specifies the data that will be converted during the data conversion development process.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Provide information and data in the formats specified by EnerGov (SQL Server 2000 or Higher, Access 97 or Higher, delimited text files) – one data source (DB) per deliverable
- Make available the key users for data mapping analysis from the current systems to EnerGov.
- Data scrubbing if required.
- Allocate the time for qualified business and technical experts for the data-mapping analysis sessions that are critical to the project success.

Acceptance Criteria:

- Review and acceptance of the baseline data conversion mapping documentation.

□ Deliverable 3-8: Data Conversion Development

Duration: Not to exceed 15 Resource Days as provided in the Pricing Proposal – Exhibit A.

This deliverable includes the development of the previously mapped and defined data to be converted. If additional data is introduced to the conversion requirements (over and above what has been mapped and defined in the data conversion documentation), a change order may need to be processed to include the introduction of additional data elements.

EnerGov Responsibilities:

- Develop data conversion utilities that will properly convert from the data sources defined into the EnerGov database.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the key users for data mapping from the current systems to EnerGov.
- Allocate the time for qualified business and technical experts to assist in the data importation analysis sessions which will allow the data that has been converted to be viewed, confirmed and accepted.

Acceptance Criteria:

- Review and acceptance of the data conversion delineated above- validate that the content accurately reflects the conversion documentation that was defined and approved within the data mapping process.

□ Deliverable 3-9: Custom Reporting Specifications

Duration: Not to exceed 3 Resource Days as provided in the Pricing Proposal – Exhibit A.

Reports are defined as anything that can be printed (output) from the system including but not limited to informational reports, forms, documents, letters, and other documents that the Customer wishes to print as identified during configuration analysis (Assess and Define). The configuration definition documentation shall define the reports (name and number of the reports) and documents (output collection) that are required by the Customer to effectively use EnerGov .NET.

Prior to the development of a report, the customer shall approve report design specification documents that will be created jointly by the Customer and EnerGov (during the configure phase). The approved documents shall be used as a basis for determining completion and approval of the report development. Development of each report cannot begin until agreement on each specification is complete. Changes to the report requirements, after signoff on the specifications by the customer, require a reissue and signoff of report specification.

After the appropriate training on the database and the EnerGov system, Customer personnel will be able to handle additional and future report requirements using Crystal Reports.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Create a specification documents for custom developed reports.
- Refine the master list of the reports to be developed by EnerGov reporting services.

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information.
- Define level of development effort and prioritize the development of reports
- Develop a report specification for each of the report to be developed

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the key users for reporting analysis and specification design.
- Provide form and business data required for specification output

Acceptance Criteria:

- Review and acceptance of the list of reports to be developed by EnerGov Reporting Services.
- Review and acceptance of individual report specification documents

□ **Deliverable 3-10: Custom Reporting Development**

EnerGov shall develop custom reports (documents/letters/forms) in accordance with the specifications developed and approved in Deliverable 3-9. Changes to the individual report specifications after specification approval can negatively impact report development efforts and the overall project progress schedule. Therefore, changes to the report specifications after approval requires an analysis by EnerGov to determine the level of effort required, and a change order would be required to complete the work.

EnerGov shall perform the following tasks:

Duration: Not to exceed 7 Resource Days as provided in the Pricing Proposal – Exhibit A.

EnerGov Responsibilities:

- Develop custom reports per the approved specification document
- Configure the reports into the EnerGov system

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Make available the key users for reporting testing and analysis.
- Request a change order if changes to approved specifications are required.

Acceptance Criteria:

- Confirmation and acceptance of report accuracy per the approved individual report specification in the test/review environment.

Stage 4 – Acceptance Testing

This phase of the EnerGov project is a necessary component relating to administrative knowledge transfer and the validation of the system configuration / due diligence of systems readiness to production migration. This phase also helps ensure the key individuals are trained and the Customer has the capabilities of best reacting to ongoing and future changes in business process / configuration requirements (post production).

The goal of the user acceptance testing phase is to test the software configuration to ensure that it meets minimum acceptability standards. EnerGov defines acceptability as the software's ability to perform day-to-day operations without hindrance of one's job responsibilities.

Deliverable 4-1: Acceptance Training & Development

Duration: Not to exceed 8 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- System overview and administrator training for power users (Customer testers / administrators) - In an effort to enhance knowledge transfer, power user training is suggested to take place in EnerGov state of the art training lab (Atlanta, GA Headquarters)
- Testing and system validation for promotion to end user training

EnerGov Responsibilities:

- Provide Power user training either in Atlanta training lab or onsite facility prior to testing.
- Coordinate with Customer to define training logistics and schedule.
- Provide recommendations on testing strategy, scenarios and best acceptance practices
- Assist in developing testing scripts to be used within the Acceptance process.

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Select and prepare system power users/system testers that will be participating in training.

- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate in admin training and testing.
- Use business scenarios documented in the project definition documentation as the basis for the system acceptance / testing script creation (assist EnerGov with test script creation).
- Provide facilities suitable to training and testing needs (Customer may elect to utilize EnerGov's training lab during power user training).

Acceptance Criteria:

- Power user training shall be complete when training session's resource days are exhausted.
- Test scripts created and ready for testing (Acceptance execution).

□ **Deliverable 4-2: Acceptance Execution**

Duration: Not to exceed 6 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Complete testing and system validation for promotion to end user training

EnerGov Responsibilities:

- Provide onsite Acceptance assistance.
- Coordinate with Customer to define testing schedule.
- Assist the Customer in the Acceptance testing effort and the validation of the system configuration readiness to be migrated to production for active use.
- Resolve issues, problems, or concerns resulting from testing activities (configuration resolution).

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Prepare system power users that will be participating in testing.
- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate in user acceptance testing.
- Dedicate sufficient testing participation time to complete Acceptance. The Customer acknowledges that the time commitment may exceed allocated hours per individual involved in the testing portion of this project. EnerGov also reserves the right to assign project personnel to additional duties until the Customer has fulfilled testing responsibilities.
- Log all results into SharePoint.
- Use business scenarios documented in the project definition documentation (as well as testing scripts created from the PDD) as the basis for testing/ the system acceptance.
- Provide facilities suitable to testing needs.

Acceptance Criteria:

- Tested system accepted, configuration issues resolved and system is ready for end user training.

Stage 5 - End User Training

This phase of the EnerGov project is designed to facilitate maximum knowledge transfer with regard to utilizing the EnerGov .NET System. With an application as dynamic and configurable as EnerGov .NET, it is imperative that an equally configurable and dynamic training program be provided that is tailored to each Customer's unique business processes, workflows and terminology. As such, EnerGov offers adaptable training solutions to meet the needs of each client.

□ Deliverable 5-1: End User Training

Duration: Not to exceed 15 Resource Days as provided in the Pricing Proposal – Exhibit A.

Training for this project will be conducted on-site by the EnerGov Implementation/training team and will consist of a combination of One-on-One training & Classroom training. EnerGov will coordinate the training plan with related sessions in conjunction with the Customer's Project Manager.

Training and knowledge-transfer will be tailored around the unique business processes of each department/user-category. Additionally, standard EnerGov training sessions will include the following general user-business functions & user-roles:

In conjunction with the Customer representatives, EnerGov shall perform the following tasks:

- Comprehensive End User Training (14 days)
- Contractor Training (1 full day)

EnerGov Responsibilities:

- Provide prompt response to Customer's request for information
- Coordinate with Customer to define training logistics and schedule

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Ensure personnel critical to the success of the project (subject matter experts / key power users, etc.) are present and available to participate assist in training.
- Provide facilities suitable to training needs.

Acceptance Criteria:

- End user training shall be complete when training-session resource days are exhausted.

Stage 6 - Production / Post Production Support

This phase of the EnerGov project is comprised of onsite Go-Live and post production support and consultative advice immediately following the Go-Live of the EnerGov software. This is also a transition period in which EnerGov will transfer from the project team to the EnerGov account services (assigned account manager) realm.

□ Deliverable 6-1: Production / Post Production Support

Duration: Not to exceed 6 Resource Days as provided in the Pricing Proposal – Exhibit A.

In conjunction with Customer representatives, EnerGov shall perform the following tasks:

- Comprehensive Onsite Go-Live and Post Production Support
- Final Data Conversion Cutover
- Transition from EnerGov project team to EnerGov Account Management

EnerGov Responsibilities:

- Provide onsite post production support
- Provide prompt response to Customer's request for information
- Coordinate with Customer to define support logistics and schedule
- Provide on-site resources to support the move to Production effort
- Provide final data conversion and systems validation
- Assist with issues that may arise related to the deliverables in SOW

Customer Responsibilities:

- Provide prompt responses to EnerGov's request for information.
- Provide technical and functional user support.
- Develop and maintain a post production issues list
- Ensure personnel critical to the success of the project (subject matter experts / key power users etc) are present and available to participate in the go-live.

Acceptance Criteria:

- System Production shall be completed when the software is moved into the live environment.
- Production support shall be complete when onsite days are exhausted.
- Official transition from EnerGov project team to EnerGov Account Management performed.

FINAL ACCEPTANCE

When all the defined deliverables have been completed by EnerGov and accepted by Customer, this Statement of Work is considered completed and fulfilled.

STATEMENT OF WORK SIGNATURE

Customer acknowledges that it has read this SOW, understands it and agrees to be bound by its terms and conditions. The parties agree that this SOW cannot be altered, amended or modified, except in writing signed by an authorized representative of both parties.

ACCEPTED BY: Village of Key Biscayne	ACCEPTED BY: EnerGov Solutions, LLC
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

SOW ATTACHMENTS

SOW Exhibit A – (Sample) Work-Deliverables Acceptance Form

This form provides the means for the Customer to accept a Deliverable or provide reason for denial of a Deliverable.

SOW Exhibit B – (Sample) Change Order Form

Any change in the project must have a completed and approved Change Order.

SOW Exhibit C – Customer Roles-Skills

This document defines the roles and skill expectation of the Customer in order to make the project progress as efficiently and effectively as possible.

SOW Exhibit D – Custom Programming Requests

This document provides the means for defining a custom programming request for any modification to the EnerGov source code.

SOW Exhibit E – Custom Report Programming Requests

A specified number of hours are allocated for Custom Report requirements. During the project these are defined and developed at the designated Deliverables. Resources are allocated for this purpose. Additional custom reports and/or additional allocation of resources may be requested through the use of this form.

**Exhibit D
(Pricing Proposal, Public Works Option)**

Confidential- Do not distribute



EnerGov Solutions, LLC

Software and Services Proposal

EnerGov Solutions
Cost Proposal - SaaS Option
Village of Key Biscayne, FL - Asset Management

EnerGov Cloud

		EnerGov Software Subscriptions			
EnerGov365 SaaS Pricing:		Units		Monthly	Est Pricing/Notes/Comments
Core Software Suites					
Asset Management Suite: Infrastructure Mgmt, Work Orders & Maintenance Mgmt		5		\$ 1,145	Minimum of 10 Subscriptions at \$249/named user/month 10-19 Subs @ \$249/user/month (Max = \$4,731) PLUS 20-29 Subs @ \$229/user/month (Max = \$7,021) PLUS 30-49 Subs @ \$209/user/month (Max = \$11,201) PLUS 50-99 Subs @ \$199/user/month (Max = \$13,151) PLUS 100+ Subs @ \$169/user/month for each additional subs.
Mobile / Field Solution					
IG Workforce App (mobile platform for iPad, etc) (IG Workforce Server Costs are shown below)		1	\$ 59	\$ 118	\$59 per plus IG Workforce Annual Server Costs listed below
	IG Inspect -	0			
	IG Enforce -	0			
	IG Works -	0			
	IG Central -	0			
IG Workforce Server (mobile platform for iPad etc) (IG Workforce "App" subscription costs are shown above)		0		Included with Land Management Purchase	Workforce Server Subscription (see above): up to 9 users = \$7,000 + monthly app subscriptions 10 - 19 users = \$12,000 + monthly app subscriptions 20 - 49 users = \$25,000 + monthly app subscriptions 50 - 99 users = \$50,000 + monthly app subscriptions unlimited users - please contact sales for a quote. IG "App" Subscriptions: \$59/named user/month per IG "application type"
Framework Enabling Products & Extensions					
EnerGov GIS Options					
EnerGov GIS Server Standard		0	\$ 7,500	Included with Land Management Purchase	- Requires ArcGIS Server 9.3.1 / 10.0+
Credit Card Processing					
VirtualPay (credit card processing)			N/A	Included	VirtualGov Payment System - included with EnerGov's Enterprise Server for Credit Card Processing
Citizen Connected Products					
Citizen Access / Online Portals		Population =	20,000		<100k pop = \$10,000/year >100k pop = \$25,000/year
EnerGov Citizen Access Web Portal - Asset Mgt - Service Request		1	\$ 6,500	\$ 542	
Online Payments					
My GovPay (online payment)		1	N/A	Included	VirtualGov Payment System - included with EnerGov Citizen Access for Online Payments
Monthly Costs of SaaS			\$	2,034	(1)

(1) EnerGov agrees to hold these subscription rates for five (5) years from the date of contract signing. If the term of the contract is extended, EnerGov agrees that any future increase will be limited to the Consumer Price Index for the year preceding any increase.



EnerGov Solutions, LLC

Professional Services				
Professional Services	Hours	Blended rate	Subtotal	
Estimated Professional Services Resources (35 days)	280	\$ 150	\$ 41,960	Implementation services resource estimates (not to exceed) - to be invoiced by-weekly (every other week) as consumed, with signoffs by customer at completion of each stage - See project resources matrix for details.
Development Services Items (0 resource days)	0	#DIV/0!	\$ -	no development services proposed.
Estimated Travel Expenses (Weekly Onsite Trips)	5		\$ 8,500	-- Paid as incurred (actual) / invoiced by-weekly
Continuing Education				
EnerGov Training Certifications	1	\$ 1,999	\$ 1,999	Administrator Certification course of client's choice included - to be performed during assess / define stage. Held in EnerGov's Atlanta HQ - client responsible for travel expenses.
Grand Total for Professional Services			\$ 52,459	

Total Costs of Subscriptions and Services	Monthly	Annually	
Total of SaaS Subscription Costs	\$ 2,034	\$ 24,404	* Due at Contract Signing
Total Professional Services (Invoiced as Incurred)		\$ 52,459	* Invoiced monthly as consumed toward Deliverables

Payment Options				
Subscription Payment Options			Note: All options require 3 year minimum contract	
Option 1				
Year 1 Subscriptions (due at signing)			24,404	* Due at Contract Signing
EnerGov Certification Training			1,999	* Due at Contract Signing to Reserve Seats
Professional Services (Including Travel)	Estimated to occur in Year 1		50,460	(Note: Expected implementation is 7 months. Invoiced monthly as consumed toward Deliverables.
Year 2 Subscriptions			24,404	
Year 3 (Subscriptions)			14,404	
Total 3-year Commitment			125,671	

Professional Services Rates

These rates apply for all out-of-scope work

EnerGov Professional Services Rates		
Professional Service Resource	Hourly Rate (1)	Daily Rate (1)
Executive Sponsor	\$229	\$1,832
Project Manager	\$159	\$1,272
Principle Solutions Architect (PSA)	\$189	\$1,512
Configuration Engineer	\$159	\$1,272
Project Consultant / Analyst	\$139	\$1,112
Technical Engineer	\$159	\$1,272
Report Developer	\$139	\$1,112
GIS Analyst	\$159	\$1,272
Senior Training Executive	\$159	\$1,272
Software Trainer	\$139	\$1,112
Data Conversion / Integration Specialist	\$169	\$1,352
Software Development Programmer	\$249	\$1,992
GIS Developer	\$329	\$2,632
Credit Card Integration Development	\$299	\$2,392
Systems Integration Specialist	\$179	\$1,432

(1) Required travel is in addition to the above rates and invoiced as incurred.

Estimated Professional Services Breakdown - Project Workplan

Confidential - Do not distribute

Village of Key Biscayne, FL - Professional Enterprise Implementation Services - 7 Month Resource Project Workplan											
Implementation Stream (A-K)	Description/Description	Days/Hours (3 hrs)	Resources							Total Resource Days (8 hr days)	Estimated Resource COST
			Resource 1	Resource 2	Resource 3	Resource 4	Resource 5	Resource 6	Resource 7		
Total			\$1,700	\$5,272	\$1,072	\$4,380	\$1,852	\$4,320	\$6,178	\$1,112	
Stage 1 - Planning & Initiation											
A	Planning & Initiation	- EnerGov Project Planning & Scoping	0	0	0	0	0	0	0	0	0
			\$0	\$1,172	\$0	\$0	\$0	\$0	\$0	\$0	\$1,172
Stage 2 - Assess & Define											
B	Assess & Define	- System Configuration Definition - Integration & Custom Dev Specifications - Admin Training / EnerGov Certification	1	0	0	0	0	0	0	0	0
			\$1,700	\$0	\$0	\$0	\$0	\$1,172	\$0	\$0	\$4,048
Stage 3 - Configure & Build											
C	Configure & Build	- System Configuration - Custom Development (if required) - Internal Testing	1	0	0	0	0	0	0	0	0
			\$1,700	\$0	\$0	\$0	\$0	\$1,172	\$0	\$0	\$4,048
D	Report Development	- Custom Report Design & - Custom Report Development	0	0	0	0	0	0	0	0	0
			\$0	\$0	\$0	\$0	\$0	\$0	\$1,172	\$0	\$1,172
E	Integrative Development	- Integrations Development - System Testing - Month (only clearly Tax Accounts)	0	0	0	0	0	0	0	0	0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F	Data Conversion Analysis	- Data Conversion Analysis / Mapping	TBD	0	0	0	0	0	0	0	0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G	Data Conversion Execution	- Conversion Scripts Dev and Tested - Data Import Development Complete	TBD	0	0	0	0	0	0	0	0
			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stage 4 - Acceptance Testing											
H	UAT Train / Development	- Subject Matter & Power User Training - EnerGov assist versus UAT Script Dev	1	0	0	0	0	0	0	0	0
			\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$1,172	\$2,916
I	UAT Execution	- Configuration Resolution	0	0	0	0	0	0	0	0	0
			\$0	\$0	\$0	\$0	\$0	\$1,172	\$0	\$1,172	\$1,496
Stage 5 - Training & Readiness											
J	End User Training	- Draft Training Materials - End User Training Kitball - End User Classroom Training	1	0	0	0	0	0	0	0	0
			\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$1,172	\$2,916
Stage 6 - Production & Go-Live											
K	Production	- Data Conversion Closure - Go Live and Production Support	1	0	0	0	0	0	0	0	0
			\$1,700	\$0	\$0	\$0	\$0	\$0	\$0	\$1,172	\$2,916
	Estimated Resource Days (8 hr days)		11	0	0	0	0	0	0	0	11
	Estimated Resource COST		\$11,700	\$0	\$0	\$0	\$0	\$11,700	\$0	\$0	\$41,096

**EnerGov Cloud Services
Service Level Agreement**

This SERVICE LEVEL AGREEMENT ("SLA") is made this _____ day of _____, 2012 ("Effective Date") by and between EnerGov Solutions, LLC, a Georgia limited liability company ("EnerGov") and Village of Key Biscayne, a political subdivision of the State of Florida ("Customer"). The Terms and Conditions set forth in that certain Cloud Services Agreement executed between the parties shall fully apply to this SLA. The meaning of terms defined in the Agreement shall have the same meaning in this SLA as in the Agreement.

1. Additional Definitions

"Downtime" means the Customer is unable to access EnerGov Cloud Services due to a failure of EnerGov-managed network or hardware.

"EnerGov Cloud Services" means the EnerGov service to which Customer has subscribed and to which Customer has access via the Internet.

"Credit" means a percentage of the total monthly subscription fees returned to Customer in the form of a reduced subscription fee in a subsequent month in which EnerGov failed to maintain 100% Service Availability of EnerGov Cloud Services.

"Service Availability" means that EnerGov Cloud Services is available for use by the Customer, notwithstanding any cause which may prevent the Customer from accessing EnerGov Cloud Services and outside all scheduled downtime for hardware and/or software maintenance.

"Error" means a reproducible failure of the EnerGov Software to conform to the specifications set forth in the applicable end user Documentation.

"Error Correction" means either a modification or addition to, or deletion from the EnerGov Software that, when made to EnerGov Software, establishes the conformity of such EnerGov Software to the specifications therefore as set forth in the applicable end user Documentation, or a procedure or routine that, when observed in the regular operation of the EnerGov Software, eliminates the practical adverse effect of such Error on Customer.

"Major Release" means a revision to the EnerGov Software indicated by a change in the first digit of the version number, and provided to the Village at no cost. Such release shall become part of the EnerGov Software provided to the Village.

"Minor Release" means a revision to the EnerGov Software indicated by a change in the second digit of the version number, and provided to the Village at no cost. Such release shall become part of the EnerGov software provided to the Villages.

"Release" means either a Major Release or Minor Release, including any patch, fix, or Upgrade.

"Support Services" shall mean the services described in Section 3 of this Support Agreement.

2. EnerGov's Obligations.

2.1 In consideration of Customer's performance hereunder, EnerGov shall render the Service Level pursuant to Section 3.

2.2 The Service Level performed by EnerGov under this SLA shall be performed by EnerGov in a professional manner. EnerGov does not warrant that the support services or EnerGov Cloud Services will be uninterrupted or error free.

2.3 The parties acknowledge and agree that, notwithstanding anything to the contrary herein contained, EnerGov shall not support or maintain any hardware or any third party software.

3. Support and Maintenance Services.

3.1 Hours of operation ("Hours of Operation") are 8 a.m. to 8 p.m. eastern time.

3.2 EnerGov shall provide the following Support Services to the Customer with respect to the EnerGov Cloud Services software to which Customer subscribes.

3.2.1 Free Major and Minor Releases. EnerGov shall make available to the Customer from time to time each Minor and Major Release of the EnerGov Software, at no cost to the Village. Such Releases or upgrades shall not impair the Village's functionality or cause interruption of service.

3.2.2 Unlimited Phone Support. The Customer shall have unlimited access to phone support during the Hours of Operation by calling 1-888-355-1093, or a toll free number in use at the time requesting support.

3.2.3 Unlimited Email Support. The Customer shall have unlimited access to email support by emailing support@energov.com, or a mutually agreeable email address designated for support. Email will be monitored only during normal Hours of Operation.

3.2.4 Remote Support. The Customer is entitled to dial in support during normal Hours of Operation. EnerGov may utilize third party software products to dial into a client workstation. Examples of third party vendors are PC Anywhere and BLive. The Customer is not required to purchase any additional software or incur any expense to

utilize this type of support. Customer agrees to install such third party software furnished by EnerGov as may be necessary to facilitate dial in support.

3.2.5 EnerGov will provide timely Error Correction, such that the software conforms to the specifications of the system so that its intended purposes are realized.

3.3 Resolution Time. EnerGov shall be responsible for handling all support issues, whether written or oral. All support issues are entered into the EnerGov tracking database and will be handled as efficiently as possible. Support issues that indicate an Error will be given higher priority and will be handled prior to non-critical issues. EnerGov does not guarantee a resolution time beyond the fact that it will work diligently to resolve all customer issues and concerns as quickly as possible.

3.4 Notwithstanding any other provisions in this Service Level Agreement, EnerGov shall provide Support Services to the two (2) most recent Major Releases of any EnerGov Software.

3.5 Notwithstanding any other provisions in this SLA, EnerGov is not obligated to provide custom modifications to the EnerGov Software for the purpose of providing additional functionality or performance beyond that which is described in the Proposal. However, at a minimum, EnerGov will provide custom modifications to the EnerGov Software, and may assess the Village for cost. In this event, the Village will issue a Change Order to EnerGov for such custom modifications.

3.6 Title to all Releases, Error Corrections, fixes, enhancements, and other Proprietary Information shall remain solely and exclusively with EnerGov and shall be subject to the Terms and Conditions of the Cloud Services Agreement governing the use of the EnerGov Software supported hereunder.

4. Out of Scope Problems.

4.1 This SLA only covers the Support Services described in Section 3. Without limiting the foregoing, the following items are not covered by this SLA:

- (A) Errors resulting from improper use by Customer or any other person or entity accessing EnerGov Cloud Services software or any portion thereof;
- (B) Failure by Customer to allow EnerGov to timely install Error Corrections or Releases;
- (C) Any network failures, not contributable to the EnerGov provided solution or problems which prevent Customer from accessing EnerGov Cloud Services.
- (D) On-site service visits to Customer's offices or other facilities.

4.2 Any time incurred by EnerGov in diagnosing or fixing problems that are not caused by the EnerGov Cloud Services, or are not covered by this SLA, are billable to the Customer at EnerGov's then-existing rates for such services with a one-hour minimum per call.

4.3. Any travel and expenses incurred in conjunction with out of scope support shall be billed to Customer at EnerGov's actual costs, provided all such travel and expenses shall be approved by Customer in advance.

5. **Service Availability.** EnerGov shall seek to maintain 100% Service Availability of EnerGov Cloud Services. EnerGov's responsibility and Customer's exclusive remedy for failure to meet Service Availability shall be Credits as provided in Section 6.

6. Access Availability Credit Policy

Monthly On-site Availability (excluding maintenance)	Credit Applied to Availability Subsequent Year
Fewer than 43 minutes (99.9% uptime excluding schedule hardware or software maintenance)	No Credit
43 minutes to 432 minutes (99.0% - 99.89% uptime excluding schedule hardware or software maintenance)	3% Credit
More than 432 minutes (Less than 98.99% uptime excluding schedule hardware or software maintenance)	5% Credit

7. Credit Exceptions

7.1 Customer is not entitled to any Credits if Customer is in default under the Agreement.

7.2 Customer is not entitled to any Credits if, in the opinion of EnerGov in its reasonable judgment, Downtime was caused by:

- i) Events beyond EnerGov's direct responsibility, such as failure of non-EnerGov owned systems used to support or access EnerGov Cloud Services.
- ii) Changes in the EnerGov configuration executed by the Customer.
- iii) Any scheduled or emergency maintenance for which Customer was provided at least 24-hours advance notice.
- iv) Any failure that cannot be corrected because the Customer or Key Customer personnel are inaccessible.

8. Credit Claims

- 8.1 Customer claims must be initiated by the Customer calling EnerGov Support Services and reporting that EnerGov Cloud Services is unavailable.
- 8.2 Customer must provide a network trace-route to the assigned URL demonstrating that the trace reaches the URL.
- 8.3 EnerGov will use all information reasonably available to validate the claim and make a good faith judgment on whether the claim is valid and advise the Customer accordingly.

9. Access Availability Support Response Time

- 9.1 During Hours of Operation and within five (5) minutes of receiving notice from Customer that EnerGov Cloud Services is not accessible, EnerGov will begin an analysis of the cause. If the cause is determined to be outside the responsibility of EnerGov as defined in Section 7, Customer will be notified and no further action will be taken by EnerGov.
- 9.2 If the cause is determined to be a fault of EnerGov, immediate action will be taken to correct the problem, and restore the EnerGov Cloud Services service such that the software conforms to the specifications of the system so that its intended purposes are realized, at no additional cost to the Village. Upon determining the Downtime applicable to that Customer, EnerGov will grant Credit as provided in Section 7 and apply Credit to a subsequent billing period.

10. Revisions to this SLA. EnerGov reserves the right, upon providing 60 days' advance notice to Customer, and mutual written agreement of Customer, to change or alter any provision of this SLA.

11. Signatures

CUSTOMER: _____

By: _____

Date Signed: _____

Title: _____

Address:

ENERGOV SOLUTIONS, LLC

By: _____

Date Signed: _____

Title: Executive Vice President

Address:
 2160 Satellite Blvd., Ste. 300
 Duluth, GA 30097



CLOUD SERVICES AGREEMENT

Contract Number -VKB8111

This Cloud Services Agreement is made and entered into as of the Effective Date (defined below) and between: EnerGov Solutions, LLC ("EnerGov"), a Georgia limited liability company located at 2160 Satellite Blvd, Suite 300, Duluth, Georgia 30097, and Village of Key Biscayne, a political subdivision of the state of Florida ("Customer"), located at 88 West McIntyre Street, Key Biscayne Florida 33149.

BACKGROUND

EnerGov provides, and Customer desires to access, subscription-based Cloud Services for administering various activities related to land management, and asset management as a contract option, licensing, and/or other related activities.

IN CONSIDERATION of the foregoing and the mutual covenants set forth herein, and intending to be legally bound, the parties agree as follows:

This Cloud Services Agreement consists of this signature page, the Terms and Conditions attached hereto, Exhibit A – Price Schedule, Exhibit B – Insurance Certificate, and Exhibit C – Statement of Work.

This Cloud Services Agreement, the Village Contract terms and conditions; including any appendices, exhibits and associated attachments, and Service Level Agreement constitute the entire agreement between the parties on the subject hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral. This Cloud Services Agreement may not be amended, modified, supplemented, or deviated from, except by a writing executed by authorized officials or employees of EnerGov and Customer. By executing this Cloud Services Agreement, Customer and EnerGov acknowledge that they have reviewed the terms and conditions of this Cloud Services Agreement and agree to be legally bound by the same.

Effective Date of the Cloud Services Agreement: _____ ("Effective Date")

EnerGov:

Customer:

EnerGov Solutions, LLC

Village of Key Biscayne, FL

By: _____

By: _____

(Print Name): _____

(Print Name): _____

Title: _____

Title: _____

Date: _____

Date: _____

Terms and Conditions Governing Cloud Services Agreement

These Terms and Conditions are entered into by and between EnerGov Solutions, LLC and Customer as of the Effective Date as set forth on the Cloud Services Agreement signature page to which these Terms and Conditions are attached.

1. **Definitions.** In addition to any other terms defined in this Agreement, the following capitalized terms shall have the following meanings:

“System Acceptance” means the EnerGov Software suite or module or component has been configured and tested by EnerGov and Customer, and meets the requirements set forth in Customer’s RFP No. VKB811.

“Access License” means the grant or permission issued by a third party software owner that allows EnerGov to read, write or exchange data with the third party application.

“Agreement” means the Cloud Services Agreement and shall include the signature page of the Cloud Services Agreement, these Terms and Conditions; Village Contract documents and any other agreements, schedules, attachments or addenda to which the parties have agreed.

“Cloud Services” means metered delivery, over the Internet, of computing as a service, including, software, data access and storage resources. Cloud Services may be shared between multiple Customers.

“Citizen User” means members of the public who access the EnerGov Software to apply for and obtain the services offered by the Customer.

“Customer” means the entity (employees, staff, elected officials, and other persons working on behalf of the entity) executing the Cloud Services Agreement with EnerGov to which these Terms and Conditions are attached.

“Database Instance” means a complete database environment, including the database management software, table structure, store procedures and other functions.

“Deliverables” means the Products and Services.

“Designated System” means the computer and hardware operating systems owned and supported by a Host and accessed via the Internet.

“Documentation” means the user documentation and any other operating, training, and reference manuals relating to the use of the EnerGov Software, as supplied by EnerGov to Customer, including any modifications, patches, fixes, upgrades, and derivative works thereof.

“EnerGov Software” means any or all EnerGov software as listed in the Proposal.

Exhibit A–Pricing Proposal, which includes pricing for software subscription and services and the payment schedule, attached to and incorporated into the Cloud Services Agreement to which these Terms and Conditions are attached.

“Fees” means all fees and expenses payable to EnerGov pursuant to this Agreement.

“Go Live” means the EnerGov Software is used in production. The Go Live date is established in the Project Schedule.

“Host” means the entity which owns and/or controls access to the Designated System.

“Major Release” means a revision to the EnerGov Software indicated by a change in the first digit of the version number.

“Minor Release” means a revision to the EnerGov Software indicated by a change in the second digit of the version number.

“Name User” means a user with unique credentials for assessing or operating the EnerGov Software simultaneously with users of the software.

“Products” means the EnerGov Software and Documentation.

“Project Schedule” means the timeline established by Customer and EnerGov describing the dates on which project deliverables are completed.

“Release” means either a Major Release or Minor Release, including all patches, fixes, and upgrades issued by EnerGov with respect to EnerGov Software.

“Services” means the Installation Services, Training Services, and/or any additional services to be provided to Customer pursuant to and in accordance with the Contract (Contract No. VKB8111).

“Users” means person approved by Customer permitted to use the EnerGov Software as described in Section 2 below.

2. **Subscription to EnerGov Software.**

2.1 Subject to these Terms and Conditions, including, without limitation, the payment of all Fees, EnerGov hereby grants to Customer and Customer accepts non-exclusive, non-transferrable subscription access to the EnerGov Cloud Services on the Designated System:

- (i) To use only in the United States, and allow Users to use for Customer’s internal, in-house purposes only to process Customer’s data for transaction and reporting purposes;
- (ii) To use the Documentation as reasonably necessary for its internal use in connection with the EnerGov

EnerGov Initials: _____

Customer Initials: _____

Software subscription granted pursuant to this Agreement; and

(iii) provided, however, that Customer may not have more than the number of Named Users set forth in Exhibit A.

2.2 No license under any patents, copyrights, trademarks, Trade Secrets, or any other intellectual property rights, express or implied, are granted by EnerGov to Customer under this Agreement.

2.3 Customer acknowledges that, depending on the EnerGov Software purchased, the Database Instance may be shared with other EnerGov Customers on the Host.

2.4 MyGovPay Online Payment/Convenience Fee.

Customer agrees that if it elects to use MyGovPay, a product of EnerGov (*Powersd by BankCard Services Worldwide*), designed for Citizen Users to use for processing online payments, the following will apply:

A. Customer agrees that Citizen Users will be subject to a "per transaction" Convenience Fee of \$5 for use of processing payments online (vs. "in-person payments"). This convenience fee allows agencies to utilize the MyGovPay online payment service free of software licensing / API charges in a "pay as you go" model passed along to constituents.

B. Customer agrees that the Convenience Fee is separate from any and all fees levied for merchant / credit card payment processing.

C. Customer agrees that this document in no way represents any modifications to Customer's Merchant Processing Agreement.

D. Customer agrees that this Convenience Fee is for use on the MyGovPay online system and will not be deposited or owed to Customer in any way.

The ability to assess Convenience Fees is dictated by the Card Associations. These rules may change at any time and for any reason. If MyGovPay, for any reason, is unable to process payments using a Convenience Fee, we agree that MyGovPay reserves the right to negotiate a new pricing model with Customer for the use of MyGovPay. The Village reserves the right to seek an alternate Convenience Fee processing partner.

3. Ownership; Reservation of Rights.

3.1 EnerGov reserves all rights to its proprietary software and Documentation. Customer may access the EnerGov Software and use Documentation to process Customer's own data and may not, and shall not permit any third party to, (i) access the EnerGov Software or Documentation for time-sharing, rental, or service bureau purposes; (ii) copy (except as permitted in this Agreement), sublicense, distribute, transfer, or transmit the EnerGov Documentation; Customer may allow a third party to have access to the EnerGov Software or Documentation provided third party is performing work consistent with the services and tasks necessary

for which the software is obtained. Customer shall not remove any proprietary notices on the Documentation and shall affix all proprietary notices affixed to the EnerGov Documentation delivered to Customer to all copies of the EnerGov Documentation permitted to be made hereunder.

3.2 All patents, copyrights, circuit layouts, mask works, Trade Secrets, and other Proprietary Information in or related to the EnerGov Software and Documentation are and will remain the exclusive property of EnerGov, in accordance with the laws of the jurisdiction in which the EnerGov Software or Documentation is used or licensed. Customer will not take any action that jeopardizes EnerGov's proprietary rights or acquire any right in the Software, the Documentation or other items of Proprietary Information. EnerGov will own all rights in any copy, translation, modification, adaptation, or derivation of the EnerGov Software, Documentation or other items of Proprietary Information.

3.3 **Customer Data and Content.** Customer reserves all right, title and interest to data and information input by Customer and derived directly from the Customer's data and information.

3.4 **Return of Customer Data.** Upon termination of this Agreement, all data and information derived directly from Customer's data will be returned to Customer in the form of Microsoft Access database tables.

4. Installation Services.

4.1 EnerGov will deliver the EnerGov Software to the Host and install and configure such EnerGov Software ("Installation Services") in accordance with, and for the Fees set forth in the Agreement. Notwithstanding the foregoing, all quoted installation dates, including dates related to terms such as "Installation", and "Completion of Training", are contractual, and subject to the provisions of Exhibit A -- Process Delivery Schedule.

4.2 The Installation Services shall not include any modifications to the EnerGov Software beyond what is described in the Agreement. Except as expressly provided in the Agreement, any modifications to the EnerGov Software requested by Customer and agreed upon by EnerGov shall be provided at EnerGov's current time and materials rate.

4.3 Customer shall provide all documentation in the possession of the Village and Access Licenses for applications from which EnerGov will import data into the EnerGov Software or which EnerGov will prepare and deploy an interface from which EnerGov Software can exchange data to Customers existing software applications, such as accounting systems, tax systems, documentation systems, etc.

EnerGov Initials: _____

Customer Initials: _____

- 5. **Training Services.** EnerGov will provide on-site training services ("Training Services"), if any, in accordance with, and for the Fees set forth in the Agreement. EnerGov and Customer shall schedule a mutually agreeable time to conduct the Training Services, in accordance with training requirements established in the Agreement.
- 6. **Support Services.** EnerGov Software support services ("Support Services") shall be provided to Customer pursuant to the EnerGov Service Level Agreement ("SLA"),
- 7. **Fees, Expenses, and Payment.**
 - 7.1 Customer agrees to pay to EnerGov the amounts listed in Exhibit A.
 - 7.2 Upon advance written notice to Customer, EnerGov may permit a third party to bill the Customer and may direct Customer to pay the Fees to a third party.
 - 7.3 **Custom Programming:** Custom programming requests, not defined in Exhibit A, shall be completed only upon completion and approval of EnerGov's Custom Programming Request Form.
 - 7.4 **Report Development:** Custom reports requests in addition to any reports included in Exhibit A shall be completed only upon completion and approval of EnerGov's Custom Report Request Form.
 - 7.5 Except as otherwise provided in Sections 7.3 and 7.4, any other Services provided by EnerGov at the request of Customer that are not listed or described in the Exhibit A shall be provided at EnerGov's current time and materials rate. Additionally, Customer shall reimburse EnerGov for all other expenses reasonably incurred in rendering professional Services to Customer.
 - 7.6 All Fees payable to EnerGov under this Agreement are total amounts to be received by EnerGov.
 - 7.7 All sums payable to EnerGov pursuant to these Terms and Conditions which are past due shall accrue interest at the rate of 1.0 % per month or the highest legal rate allowed whichever is less, commencing with the date on which the payment was due.
 - 7.8 After the Initial Term of this Agreement, EnerGov may increase subscription costs not to exceed Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (All items, Unadjusted 12-month) for the year preceding any increase, upon 60-days advance written notice of such increase.

GENERAL PROVISIONS

- 8. **Confidentiality.**
 - 8.1 For the purposes of this Agreement, (i) "Proprietary Information" means Trade Secrets and Confidential Information; (ii) "Trade Secrets" shall have the meaning assigned thereto in Section 10-1-761 of the Official Code of Georgia Annotated, as amended from

time to time; and (iii) "Confidential Information" shall mean any confidential and proprietary material, data, or information (in whatever form or media) of EnerGov which is of a special and unique nature and has tangible or intangible value including without limitation all non-public information pertaining to the Deliverables and information concerning or related to the business of EnerGov that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons revealing or disclosing same to such competitors; provided however, that Confidential Information shall not include any information which Customer can prove was or became generally known or available to the public (other than by reason of any violation by Customer or any other person of any written or other obligation of confidence).

- 8.2 Customer agrees that, at all times during the term of this Agreement, and (i) with respect to all Proprietary Information constituting Trade Secrets, for so long thereafter as such Proprietary Information continues to constitute Trade Secrets (or for the period beginning on the last day of the term of this Agreement and ending on the fifth (5th) anniversary thereof, whichever is longer), and (ii) with respect to all Proprietary Information not constituting Trade Secrets, for the period beginning on the last day of the term of this Agreement and ending on the fifth (5th) anniversary thereof, Customer (A) shall hold such Proprietary Information in strict confidence, (B) shall not directly or indirectly disclose, divulge or publish to any third party any of such Proprietary Information, and (C) shall not directly or indirectly, on behalf of Customer or any other third party, use any of such Proprietary Information for any purpose other than solely as permitted in this Agreement. Customer shall take all actions necessary to protect the Proprietary Information against any unauthorized disclosure, publication or use. Customer shall immediately notify EnerGov of any intended or unintended unauthorized disclosure, publication or use of any Proprietary Information by Customer or any third party of which Customer becomes aware or reasonably should become aware. Customer shall assist EnerGov, to the extent reasonably necessary, in the procurement or protection of the rights of EnerGov to or in any and all Proprietary Information.
- 8.3 Notwithstanding Section 8.2 hereof, in the event that Customer becomes legally compelled (by deposition, interrogatory, request for production of documents, subpoena, civil investigative demand or similar process) to disclose any of the Proprietary Information, Customer shall provide EnerGov with prompt prior written notice of such requirement so that EnerGov may seek a protective order or other appropriate remedy, and Customer will cooperate fully with

EnerGov Initials: _____

Customer Initials: _____

EnerGov's efforts to obtain any such order or other remedy. In the event that such protective order or other remedy is not obtained, Customer will furnish only that portion of the Proprietary Information which Customer is advised by written opinion of counsel is legally required, and shall not be deemed to have breached Section 8.2 hereof because of such limited disclosure of such Proprietary Information.

9. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND CONTRACT NO. VKB8111, ENERGOV MAKES NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, WITH RESPECT TO THE ENERGOV SOFTWARE, DOCUMENTATION OR SERVICES OR THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY CUSTOMER, NONINFRINGEMENT, OR OF ERROR FREE AND UNINTERRUPTED USE, ALL OF WHICH ARE HEREBY EXCLUDED AND DISCLAIMED IN ALL RESPECTS.

10. **Proprietary Rights Indemnification.**

10.1 EnerGov will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the EnerGov Software directly infringes any United States copyright or misappropriates any Trade Secret (as defined in Section 8.1), and EnerGov will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

10.2 EnerGov's obligations under Section 10.1 with respect to an action are conditioned on (i) Customer notifying EnerGov promptly in writing of such action, (ii) Customer cooperating with EnerGov in such defense (including, without limitation, by making available to EnerGov all documents and information in Customer's possession or control that are relevant to the infringement or misappropriation claims, and by making Customer's personnel available to testify or consult with EnerGov or its attorneys in connection with such defense).

10.3 If the EnerGov Software becomes, or in EnerGov's opinion is likely to become, the subject of an infringement or misappropriation claim, EnerGov may, at its option and expense, either (i) procure for Customer the right to continue using the EnerGov Software, or (ii) replace or modify the EnerGov Software so that it becomes non-infringing. 10.4 Notwithstanding the foregoing provisions of this

Section 10, EnerGov will have no obligation or otherwise with respect to any infringement or misappropriation claim based upon (i) any use of the EnerGov Software not in accordance with this Agreement or for purposes not intended by EnerGov, (ii) any use of the EnerGov Software in combination with other products, equipment, software or data not supplied by EnerGov, (iii) any use of any Release of the EnerGov Software other than the most current Release available to EnerGov customers, or (iv) any modification of the EnerGov Software made by any person other than EnerGov.

11. **General Indemnity.**

11.1 Subject to the other limitations contained in this Agreement, EnerGov agrees to indemnify and hold harmless Customer, from any liabilities, penalties, demands, or claims finally awarded (including the costs, expenses, and reasonable attorney's fees on account thereof) that may be made by any third party for personal bodily injuries, including death, resulting from EnerGov's negligence or willful acts or omissions or those of persons furnished by EnerGov, its agents, or subcontractors or resulting from the use of the EnerGov Software, Products, Installation Services and/or Training Services furnished hereunder. EnerGov agrees to defend Customer, at Customer's request, at EnerGov's request, against any such liability, claim or demand. EnerGov agrees to notify Customer promptly of any written claims or demands against EnerGov for which EnerGov is responsible hereunder. The foregoing indemnity shall be in addition to any other indemnity obligations of EnerGov set forth in this Agreement.

11.2 If EnerGov fails to assume the defense of any actual or threatened action covered by this Section 11 within the earlier of (i) any deadline established by a third party in a written demand or by a court and (ii) thirty (30) days of notice of the claim, the Customer may follow such course of action as it reasonably deems necessary to protect its interest, and shall be indemnified for all costs reasonably incurred in such course of action; provided, however, that the Customer shall not settle a claim without the consent of EnerGov.

12. **Insurance.** EnerGov has commercial general and automobile liability insurance in such amounts as are set forth in Exhibit B (attached hereto) and shall maintain such insurance in amounts not less than the amounts indicated on Exhibit B while EnerGov performs the Installation Services and the Training Services on Customer's premises.

13. **Disclaimer and Limitation of Liability.**

13.1 NEITHER ENERGOV NOR ANY OF ITS DIRECTORS, OFFICERS, OR EMPLOYEES SHALL BE LIABLE FOR ANY (I) SPECIAL, INDIRECT,

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INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE ENERGOV SOFTWARE, DOCUMENTATION OR SERVICES INCLUDING SUCH DAMAGES, , AS DAMAGES ARISING FROM OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, AND; (II) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY ENERGOV TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND ENERGOV'S REASONABLE CONTROL.

13.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BUT EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 10.1, LIABILITIES OF ENERGOV (AND ITS DIRECTORS, OFFICERS, OR EMPLOYEES) UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES NOT TO EXCEED \$2,000,000 (TWO MILLION DOLLARS).

13.3 Without limiting the foregoing, Customer agrees that neither EnerGov nor any of its officers, directors, agents, or employees (i) shall have any liability for errors or omissions in the output of any EnerGov Software caused by inaccuracies of Customer's input; (ii) shall have any liability for (A) the acts or omissions of non-EnerGov personnel, agents or third parties, (B) misuse, theft, vandalism, fire, water or other peril or (C) any alterations or modifications made to the EnerGov Software by the Customer.

14. Term and Termination.

14.1 The term of this Agreement shall be five (5) years ("Initial Term") commencing upon the Effective Date of this Agreement, thereafter may renew for one (1) year periods, at the sole discretion of the Village, except as provide herein.

14.2 This Agreement may be terminated at any time upon the giving of written notice:

(i) By EnerGov in the event that (A) Customer makes an assignment for the benefit of creditors, or (B) Customer breaches Sections 2, 3 or 8 of these Terms and Conditions or if Customer otherwise misuses the EnerGov Software or Documentation in contravention of this Agreement; or

(ii) By either party in the event that the other party (A) falls to timely pay any amounts due pursuant to this Agreement and such failure is not cured within

thirty (30) calendar days after written notice of such failure is provided to the other party, or (B) fails to remedy any other breach of this Agreement within thirty (30) days after written notice specifying such breach is provided to the other party.

(iii) By either party with 60-days written notice in advance of the end of the then-current term of this Agreement

14.3 All fees due EnerGov during under the then-current term of this Agreement shall be immediately payable to EnerGov in the event Customer causes early termination of this Agreement.

14.4 Upon termination of this Agreement (i) either party shall be entitled to seek to recover any damages and obtain any additional rights and remedies set forth in this Agreement against the other party (if any) and (ii) Sections 3, 7, 8, 9, 10, 11, 13, 15, 20, 21 and 24 of these Terms and Conditions shall survive the termination of this Agreement.

15. **Equitable Remedies.** Customer acknowledges that each provision in this Agreement providing for the protection of EnerGov's Software, copyrights, source code and other Proprietary Information is material to this Agreement. Customer agrees that any threatened or actual breach of EnerGov's Software, copyrights, source code and other Proprietary Information by Customer shall constitute immediate, irreparable harm to EnerGov for which monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring EnerGov to post any bond or any other security. If a court of competent jurisdiction should find that Customer has breached (or attempted or threatened to breach) any such provisions, Customer agrees, after exhaustion of lawful remedies, to be bound by the Court's ruling. Nothing contained herein shall limit either party's right to any remedies at law, including the recovery of damages for breach of this Agreement.

16. Compliance with Laws.

EnerGov and Customer each shall strictly comply with all applicable laws and regulations relating in any way to the use of the Deliverables, including, but not limited to, obtaining licenses or permits and any other government approval.

17. **Publicity.** All media releases, public announcements or other public disclosures by either party or their employees or agents relating to this Agreement or its subject matter shall be coordinated with and approved by an officer of the other party prior to release. Notwithstanding the foregoing, each party hereby agrees the other party may use its name, URL and logo on its website and in its customer and partner lists for corporate and financial

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presentations. Villags's Seal must be protected from theft and use.

- 18. **Authority.** Each party represents and warrants to the other that it has the right to enter into this Agreement.
- 19. **Assignment.** Neither party may assign or transfer its interests, rights or obligations under this Agreement whether by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of the other part . Any attempt to assign this Agreement by either party shall be null and void.
- 20. **Governing Law and Venue.** The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida except as to its principles of conflicts of laws. Each party hereto hereby voluntarily (i) submits to personal, exlusive jurisdiction in the State of Florida, with respect to any suit, action or proceeding by any person arising from, relating to or in connection with this Agreement, (ii) agrees that any such suit, action or proceeding shall be brought in any state court of competent jurisdiction sitting in Miami-Dade County Florida, (iii) submits to the jurisdiction of such courts, and (iv) irrevocably agrees not to assert any objection as to the venue of any such suit, action or proceeding in the courts described above and any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
- 21. **Costs and Attorneys' Fees.** In any action, suit, arbitration, mediation or other similar proceeding brought by any party hereto for enforcement hereof or arising out of or relating hereto or breach hereof, the non-prevailing or unsuccessful party shall promptly pay directly, or promptly reimburse the prevailing or successful party for all costs and all consultants' and attorneys' fees and expenses, paid or incurred by the prevailing or successful party in enforcing this Agreement, in addition to other such relief as such prevailing or successful party may be entitled. For purposes of this Section, the determination of which party is to be considered the prevailing or successful party shall be decided by the court of competent jurisdiction or independent party (i.e., mediator or arbitrator) that resolves such action, suit, dispute, claim, or litigation.
- 22. **Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.
- 23. **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable under the laws of the jurisdiction where enforcement is sought, such invalidity

or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of EnerGov and the Customer shall be construed and enforced accordingly.

- 24. **Notices.** All notices, demands, or other communications herein provided to be given or that may be given by any party to the other shall be in writing and delivered to such party at the address set forth on the signature page of this Agreement or at such other address as such party may hereafter designate to the other party in accordance herewith, which other address shall not be effective for purposes hereof until the receipt of same by such other party as designated below, All such notices, demands, or other communications given in accordance herewith shall be deemed to have been given and received (i) on the date of receipt if delivered by hand; (ii) on the earlier of the date of receipt or the date five (5) business days after depositing with the United States Postal Service if mailed by United States registered or certified mail, return receipt requested, first class postage paid and properly addressed; or (iii) on the next business day after depositing with a national overnight courier service if sent by national overnight courier service, priority delivery, properly addressed.
- 25. **Incorporation of Exhibits and Other Attachments.** Any Schedules, Exhibits or Proposals referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.
- 26. **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of EnerGov and Customer. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement.
- 27. **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- 28. **Delivery of Electronic Copy of Executed Agreement.** The parties agree that electronic transmission via facsimile or email to the other party of a copy of this Agreement bearing such party's signature shall suffice to bind the party transmitting same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who electronically transmits an executed copy of this Agreement via facsimile or email bearing its signature covenants to deliver the original thereof to the other party as soon as possible thereafter.

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30. **Proposal Changes.** Customer and EnerGov agree to memorialize any request for changes to the proposed EnerGov Software, Professional Services or Support Services. Such request, however memorialized, shall be subject to the terms of this Agreement.

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