

**CONTRACT FOR INFORMATION TECHNOLOGY (IT)
PROJECTDOX SOFTWARE LICENSING AND ASSOCIATED SERVICES
FOR ELECTRONIC PLAN SUBMISSION, REVIEW AND TRACKING SOLUTIONS**

THIS CONTRACT is being entered into this _____ day of _____, 2010 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and AVOLVE SOFTWARE CORPORATION (hereinafter the "Company") an Arizona Corporation having its principal office located at 4835 East Cactus Road, Suite 420, Scottsdale, Arizona 85254.

SECTION A – Contract Form

The subject matter of this Contract is to provide Software Licensing and Services, which include software purchase, installation and configuration, custom interface development and installation, project management, project planning, requirements analysis, application development, testing, integration, acceptance testing, final acceptance, implementation training, and Support and Maintenance for ProjectDox Software for electronic plan submission, review, and tracking solutions.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) *"Acceptance or Accepted"* means written notification by the City to the Company that the Deliverables received in their current form are satisfactory to the City according to the terms of the Contract.
- (b) *"Acceptance Testing Period"* means the 90 days following completion of the installation and, if required, customization of the Software during which the City will formally test the Software to determine whether it performs according to the functional requirements.
- (c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (d) *"City"* means the employees, agents, consultants, or contractors of the City of Las Vegas, or Facilities Managers, and Persons who need to use the Licensed Product(s) in the performance of their duties for the City and who are authorized and enabled by an Affiliate to access and utilize the Licensed Product(s).
- (e) *"City Council"* means the governing body of the City of Las Vegas.
- (f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (g) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (h) *"Concurrent User"* means number of users allowed to simultaneously access a system.
- (i) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (j) *"Defect"* means (a) any bug error, contaminate, malfunction, omission or other defect in the Software caused by, arising from or emanating from the Software within reasonable control of the Company which produces results or actions other than those described in the Specifications and would otherwise render the Software in violation of the Contract; or (b) the media on which the Licensed Product(s) is delivered is damaged such that the software does not load properly, or (c) the Documentation contains gaps and/or erroneous information with regard to the Licensed Product(s).
- (k) *"Deliverable"* means any report, Software, hardware, data, Documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

- (l) *"Development Services"* means the professional services required to design and develop a software or integration solution for the City.
- (m) *"Disaster"* means an unplanned interruption (a) in the City's Processing Services or (b) in telecommunications to or from one or more of the City's facilities due to a cause beyond the control of the City and which at the time of occurrence can be reasonably projected to last over four hours.
- (n) *"Disaster Recovery Computer(s)"* means one or more computers which are not Licensed Computers and which the City has a right to use in the event of a Disaster.
- (o) *"Documentation"* means explanatory information or materials concerning the Licensed Product, in printed or electronic format, which the Company will provide to the City in connection with the use of the Licensed Product, including, without limitation, specifications, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, contained on visual media such as paper or photographic film, or on other physical storage media in machine-readable form.
- (p) *"Enterprise"* means the entire organization of the City and is inclusive of all systems and users. The City's Enterprise networking infrastructure involves a myriad of interfaces that integrate disparate computing and communications systems.
- (q) *"Escrow Agent"* means the person or company with whom the Escrow Materials will be deposited and maintained.
- (r) *"Escrow Materials"* means a current copy of the source code and all documentation for the Licensed Product(s) (including the deposit of each Update within thirty (30) days after release).
- (s) *"Final Acceptance Period"* means the 30 day period after the Acceptance Testing Period required by the City prior to final Acceptance.
- (t) *"Firm-Fixed Price"* means a firm price that is not subject to any adjustment on the basis of the company's cost experience in performing the Contract.
- (u) *"Hardware"* means any central processing unit and/or the data processing equipment utilized by the City.
- (v) *"Hansen Interface"* means the one-way integration and import of information and data from Hansen 7.7 x.x. Software into the ProjectDox Software.
- (w) *"Interface"* means communication between computer application programs and control programs carried out using a common language, set of operations or programmatic mechanism that allows separate software components to communicate.
- (x) *"Intellectual Property Rights"* means trade secret, copyright, patent, and all other intellectual property rights of the Company.
- (y) *"License Fee(s)"* means the fee(s) charged by the Company to the City for the Licensed Product(s) and Documentation.
- (z) *"Licensed Computer(s)"* means one or more of the computers located at any facility of the City.
- (aa) *"Licensed Product(s)"* means all computer programs or other electronically readable product, in machine readable, or object code, all documentation, all Software modifications, and all technical information provided to the City or created for the City pursuant to this Contract now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.
- (bb) *"Licensed Site(s)"* means the City of Las Vegas
- (cc) *"New Release(s)"* means an update of Licensed Product issued as a "New Release", which includes all Program Temporary Fixes (PTF), together with such other corrective updates and improvements to Licensed Product which the company may, in its discretion, develop and deem ready for distribution. A New Release is licensed to City's Licensed Site only under the same terms as the old release. A New Release will have a new number to the right of the decimal point in the product number. For example: a change of the product numbering from Version 2.2 to Version 2.3 would evidence a New Release.

- (dd) "*New Version(s)*" means Software with an enhanced feature or performance characteristic that is identified by the numeral(s) to the left of the first decimal point, with the newer version having the larger numeral.
- (ee) "*Non-exclusive Contract*" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (ff) "*Person(s)*" means one or more natural persons and/or legal entities.
- (gg) "*Processing Services*" means the data processing services necessary for the City to conduct their businesses in the ordinary course. These data processing services include but are not limited to allowing the City and third parties (a) to use the Licensed Product(s), (b) to have access to the Licensed Product(s), and/or (c) benefit from the Licensed Product(s).
- (hh) "*Program Temporary Fixes (PTF's)*" means a patch or corrective update of the Licensed Product which the company prepares on an interim basis to correct programming errors which prevent or obstruct normal operation of the Licensed Product in accordance with the applicable then-current Documentation. PTFs are licensed to City under the same terms as Licensed Product.
- (ii) "*Project Manager (PM)*" means the City representative who is responsible for the coordination of the Contract between the City and the Company.
- (ji) "*Project Plan*" means the strategy and schedule identified to manage and control all aspects of the project throughout its life cycle.
- (kk) "*Project Tasks*" means any and all projects having to do with this Contract.
- (ll) "*Sire Interface*" means the one-way integration and import of information and data from the ProjectDox Software into the SIRE 5.2 Software.
- (mm) "*Proprietary Information*" means the Licensed Product and Documentation, any modifications, updates or enhancements, and the Company's written technical, business, financial or marketing information relating to inventions or products, research and development, production, manufacturing or engineering processes, costs, profit, or margin information, employee skills and salaries, finances, the City's marketing and production, know-how and data, whether written, oral or graphical, which may have been provided or may be provided by either party, (including any analysis, materials, product or conclusions drawn or derived therefrom) or which may be derived from or related to any visits by either party's personnel to the other party's locations or may be otherwise known to either party through its visits or contacts with the other party, and future business plans which are clearly marked as proprietary or confidential.
- (nn) "*Software*" means the programs, routines, and symbolic languages that control the functioning of the Hardware and direct its operation, including, without limitation, computer software programs, Source Code, object code, executable code, or other program or code format whatsoever, whether now known or hereafter developed, existing on any storage media whether machine executable or human readable, printed or imprinted form, including, without limitation, modifications, enhancements, translations, updates and upgrades thereto.
- (oo) "*Software Maintenance Fee*" means the cost of maintenance per user license.
- (pp) "*Source Code*" means a series of machine instructions in human readable form from which an object code may be generated.
- (qq) "*Source Code Escrow*" means an arrangement whereby certain content (including without limitation, the Source Code) is held in escrow by an escrow agent in accordance with certain provisions, including, without limitation, that such content shall be released to the City under the conditions set forth in the escrow agreement.
- (rr) "*Specifications*" means the information which fully describes the capacity and functionality of the Licensed Product(s) as set forth in the Documentation, written proposals, if any, and any additional specifications as set forth in the Licensed Product schedule.

- (ss) "Support and Maintenance Program" means the services addressing the repair and upkeep for continued optimum performance and functionality of the Software including, without limitation, the Company providing the City with all Updates, telephone support, and membership in the user groups for Licensed Products.
- (tt) "Test Server" means the City's server used for testing prior to moving code into production.
- (uu) "Training Services" means those services provided by the Company at no charge that consists of instruction on functionality, utilization and operation of the Software.
- (vv) "Training Workbook" means a workbook that provides a step-by-step guide to the material covered in training with picture examples of all screens and selection items.
- (ww) "Travel Expenses" means authorized expenses associated with activities and duties required to provide services, such as air fare and per diem.
- (xx) "Updates" means all updates, enhancements, modifications, alternations, improvements, corrections, revisions, releases, Program Temporary Fixes, upgrades, and New Versions issued and other changes to the Licensed Product(s) therefore, including but not limited to Updates made after the Award Date, which the Company generally makes available for the Licensed Product(s) at no additional license fee, provided the City has ordered technical support for such Licensed Product(s) for the relevant time period.
- (yy) "User" means either (a) a natural Person, or (b) a computer application or process; either of which is authorized to access, use, and receive the benefit of the Licensed Product(s) pursuant to this Contract under the terms authorized in the Licensed Product(s) Schedule.
- (zz) "Version" means the distribution of the Licensed Product(s) by the Company such that ongoing changes made to such Product are designated usually in the form of Updates.
- (aaa) "Virus(es)" means viruses, worms, Trojan horse, built-in, or use-driven destruction mechanisms and any injurious or damaging formulas, instructions or other materials.

B-2 Contract Type

The Contract type provides for the payment of a Firm-Fixed Price for Software, Interfaces, Professional Services and associated services. This is a Non-exclusive Contract.

B-3 Prices/Costs

- (a) The City will pay the Company the following amounts. The Company is not obligated to incur expenses and the City is not obligated to pay claims above these amounts, unless the Contract is modified upon mutual agreement by both parties.

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
1	ProjectDox Software	\$237,000
2	Professional Services	\$293,400
3	Advanced eforms and workflow training \$5,000 per person (optional)	\$ 10,000
3	Support and Maintenance Year 2	\$ 35,200
4	Support and Maintenance Year 3	\$ 35,200
5	Travel (not to exceed amount)	\$ 22,000
Total		\$632,800

- (b) The City will pay the Company the following rates per person for additional professional services as needed herein and authorized in writing by the City.
- (i) \$1800.00 per day
- (ii) \$ 225.00 per hour
- (c) The Company shall provide the Support and Maintenance Program at no charge for one year from the Award Date of this Contract. The fee for the Support and Maintenance Program for year two and three are fixed and will be as specified in Schedule A, "Payment Schedule". This fee will be invoiced annually,

approximately 45 days prior to the due date, beginning one year after the Award Date of this Contract, beginning in year four, and for year four and five the Company may request an escalation in the fee for the Support and Maintenance Program, but limits the escalation of said fees to no more than 6% per year. Any escalation in fees must be requested in writing by the Company 60 days prior to the date the annual fees are due. This fee includes, but is not limited to telephone support, membership in the Company's user group, Program Temporary Fixes, New Releases and New Versions.

- (d) The City will be invoiced as specified in Schedule A, "Payment Schedule".
- (e) The Company shall provide to the City all Updates and New Versions to the ProjectDox Software and the Hansen and SIRE Interfaces including modifications and enhancements as long as City maintains in effect the Support and Maintenance Program. The Company agrees to provide at no additional cost to the City Upgrades to the Hansen and SIRE Interface Documentation to the extent that any Upgrades to the ProjectDox Software and Hansen and SIRE Interfaces also affect the Hansen and SIRE Interface Documentation submitted to the City. The Upgrades to the ProjectDox Software and the Hansen and SIRE Interfaces, when delivered, shall become part of the System, shall be maintained in accordance with this Contract, and shall otherwise be subject to all of the terms and conditions of this Contract. The Company agrees to upgrade, at no additional cost, the Interface programs City has contracted with them to write as new versions and/or upgrades of the City's permitting solution are implemented.
- (f) The City may purchase additional modules, tools or components not identified in this Contract. All new purchases shall be covered as specified in this Contract with respect to Upgrades and new Version releases, including modifications, enhancements and fixes as long as the City maintains in effect the Support and Maintenance Program.
- (g) If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, parking, and incidental expenses, will be paid at a per diem rate of \$180.00 per day. This per diem rate will start concurrently with the first day of work performed on-site at the City and end with the last day of scheduled on-site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. The Company shall coordinate all travel in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures.

B-4 Performance Period

This Contract commences from the Award Date and ends upon completion and delivery of all services, licenses, project tasks and Deliverables and the Acceptance thereof by the City. This Contract may be extended through mutual agreement by both parties. The Support and Maintenance Program provisions of this Contract remain in effect for 24 hours per day, 7 days per week until the City terminates such services through written notification. Should the City later elect to reinstate the Support and Maintenance Program, the City may do so by paying the Company's then current reinstatement fees in effect at the time of the reinstatement. In no event will Support and Maintenance Program be a condition of any license granted hereunder and the availability of Support and Maintenance Program on each Licensed Product licensed hereunder shall be independent of the same services for any other Licensed Product.

B-5 Invoices

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Schedule A "Payment Schedule" (Prices/Costs). All invoices should identify the following items:
 - (i) the date of the invoice;
 - (ii) the Contract Item against which charges are made;
 - (iii) performance dates covered,
 - (iv) the associated purchase order number, and

- (v) Receipts for airline tickets with travel expense report signed by the Company project manager. The report will include:
 - (1) High level summary of tasks completed on trip:
 - (2) Dates of trip taken to include days and hours worked; and
 - (3) A list of staff taking the trip.
- (vi) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."
- (b) Before submitting the any invoices a Project Status Report will be required to be approved by the Project Manager. The Project Status Report will include:
 - (1) A status of all project activity during the period of invoice;
 - (2) Updated Issues and Risk Log
 - (3) Risk Mitigation/Avoidance Strategy Recommendations
- (c) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986
- (d) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

SECTION C – Statement of Work

C-1 General Scope of Work

- (a) The Company shall provide and install the ProjectDox Software and create the Hansen and Sire Interfaces, which will provide the City with an electronic submission, review, tracking, and resubmission of plans and documents system. The Company will also provide the professional services necessary to support the review process of the electronic plan system. The Company will collaborate with the City in order to define the Statement of Work for configuring the ProjectDox Software and the Hansen and SIRE Interfaces to work within the City's various departments for the purpose of developing specific integrated workflows based on the City's business processes. These workflows will allow and control both serial and parallel review processes, allowing all reviewing departments to review, markup, and manage all plan review drawings and documents using markup tools, supporting markup notes and comments, accurate measurement tools and scales, overlay functionality, page management, version control, revision history and advanced reporting functionality.
- (b) The Company will provide the necessary services that will allow for consolidated workflows across City departments, customer workflows that allow the community to reduce turnaround time for plan review, improving the effectiveness and efficiency of the plans submittal process across the Enterprise, providing mechanisms and controls that allow for the transfer of information and tasks to appropriate individuals/groups, and provide consistency with the enforcement and interpretation of building, land use and planning regulatory processes.
- (c) The Company will provide a plan review system that will include a secure project portal where the City's customers can login and access their own plan review projects, upload plan review files, check the status of

their reviews, answer departmental review questions, access their resubmit notices, upload revisions and access the final approved plans.

- (d) The Company will assess, identify, and understand the current internal City processes, and the project goals and business process improvements desired by the City. Based on this assessment, and the Acceptance by the City of this assessment, the Company will then configure the ProjectDox Software, and test the new configuration of the ProjectDox Software and the Hansen and SIRE Interfaces before deploying it to the City for testing and training. The Company will provide services after processes are moved into production aimed at optimizing the solution which can include methods to accommodate future functionality and enhancement deployment as well as regularly scheduled process reviews, benchmarking and identification of additional training and support programs.
- (e) The Company will provide a workshop for the City's customers for each process for a total of three workshops. Each workshop consists of two sessions, one in the morning and one in the afternoon and provides an "open house" for learning and questions.
- (f) The Company agrees to provide its technical knowledge; skill and expertise to perform the Scope of Services described in Exhibits "A - F". Further detail on the description of services is specifically referenced in the Exhibits identified in this Contract. In the event there are any conflicts or inconsistencies among the Exhibits to this Contract, the Order of precedence is as follows:
 - (i) Exhibit B – EPlan Submittal Functional Requirements Matrix
 - (ii) Exhibit A – Proposed Scope of Work
 - (iii) Exhibit E – Preliminary Project Plan
 - (iv) Exhibit F – Project Change Control Request Form
 - (v) Exhibit C – Deliverable Acceptance Document
 - (vi) Exhibit D – Pricing Guarantee
- (g) The Company shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished to the City. The Company shall follow practices consistent with generally accepted professional and technical standards in the Information Technology Systems Industry.
- (h) The Company agrees that each of the Company employees assigned to work on this Project will cooperate with the City in the performance of services under this Contract and will be available for consultation with the City at such reasonable times with advance notice as to not conflict with their other responsibilities. Prior to performance of any services, the Company agrees to submit to the City resumes of all Company employees assigned to this Project. The City at its sole discretion shall have the right to disapprove and/or request the removal of any Company employees which the City reasonably deems unacceptable. Upon the disapproval and/or removal of such employees, the Company shall promptly submit a resume of a qualified employee replacement.
- (i) The Company shall provide project management, including planning, staffing and coordination as part of the services to be provided herein.

C-2 Deliverables

- (a) In General: The Company will provide the Deliverables specified in Schedule A, "Payment Schedule" according to the deadlines set forth in Exhibit G, "Preliminary Project Schedule".
- (b) Software: The Company shall provide the following software:
 - (i) One ProjectDox Enterprise Software
 - (ii) Two Applicant Tutorial Software
 - (iii) One ProjectDox Standard Edition Test Software

- (iv) One Hansen Interface
- (v) One SIRE Interface
- (c) Software Installation. The Company will be responsible for a pre-installation review, network and hardware configuration, installation of the ProjectDox Software and security policies. The installation will include a checklist of equipment, server set up, software installation in test, and installation documentation. The Company will work jointly with the City to configure and set up servers.
- (d) Process Customization. The Company will provide a three (3) process customization for the ProjectDox Software and Hansen and SIRE Interfaces. Each process customization will include development and configuration and validation by the City. The Company shall provide the following:
 - (i) Acceptance of requirements analysis
 - (ii) Acceptance of workflow configured and developed
 - (iii) Acceptance of trigger from Hansen Interface to ProjectDox
 - (iv) Acceptance of trigger from ProjectDox to Sire Interface
 - (v) Configuration/ Design Documents – Workflow, Hansen and Sire Interfaces
 - (vi) Acceptance of forms and custom forms developed
 - (vii) Acceptance of workflow design for forms and knowledge views
 - (viii) Forms, custom forms, and knowledge views documentation
 - (ix) Updated project plans
 - (x) Responsibility matrix
 - (xi) Process flow charts
 - (xii) Policies and procedures guides
 - (xiii) Issues and Risk Log
 - (xiv) Training Manuals
 - (xv) Monthly status reports
- (e) Permit System Design and Testing. The Company will provide a permit system integration design, testing and acceptance plan. The Company will provide the following:
 - (i) End User test plan
 - (ii) System improvements
 - (iii) Updated Configuration/Design Documents
 - (iv) Updated project plan
 - (v) Issues log
 - (vi) Risk log
- (f) Project Documentation. The Company will provide onsite training sessions and a package of documentation. This package will include an administrator guide, user guide, approved process flowcharts, a responsibility matrix, and training materials.
- (g) Monthly Progress Report. The Company shall provide written monthly progress reports to the City's Project Manager by the 10th of each month. These reports shall identify tasks completed, tasks under development,

issues, potential risks, including mitigation recommendation and updated Project Plan. When travel is incurred during the month of the invoice the report must also include arrival and departure dates of travel, purpose of travel, high level summary of tasks completed on trip and staff traveling.

C-3 Project Timeline

The Company shall complete performance of the Project Tasks and Deliverables in accordance with the time schedule set forth in Exhibit G, "Preliminary Project Plan", which will be finalized at the conclusion of the requirements analysis. The Company will then submit a final project plan ("Final Project Plan"), which will be updated once a month and submitted to the City's Project Manager. During the term of this Contract, the Company represents that it will maintain the ability to perform the services described therein within the time periods set forth in the Final Project Plan.

The City may agree to extend the milestone dates to complete the Project Tasks and Deliverables only if it has been demonstrated to the satisfaction of the City that the Company has substantially and satisfactorily been working to complete the Deliverables and Project Tasks identified in Exhibit A "Proposed Scope of Work".

C-4 Project Pricing Guarantee

The Company agrees that the City of Las Vegas is receiving the lowest pricing that the Company gives any client as specified in Exhibit E "Pricing Guarantee". If the Company gives any client any pricing better than the City, the Company will rebate the City the difference.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service;
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Avolve Software Corporation
 Ronald Loback, President & CEO
 4835 E. Cactus Road, Suite 420
 Scottsdale, Arizona 85254
 Phone: 602-903-3111
 FAX: 602-923-3544
 rloback@avolvesoftware.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$50,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Diane Santiago Cornier as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of the Contract.
- (b) The Company designates Ronald Loback as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract. All companies conducting business with the City must have a City of Las Vegas Business License.

D-4 Representations and Warranties [CAO-7/24/08] R

- (a) *General Warranty.* The Company covenants, represents and warrants:
 - (i) that it has the authority to enter into this Contract and that it is not bound by any agreement, obligation or restriction, and will not assume any obligation or restriction or enter into any agreement, which would interfere with its obligations hereunder or the rights granted to the City hereunder;
 - (ii) that there are no rights outstanding which would diminish, encumber or impair the enjoyment or exercise of the rights granted to the City hereunder;
 - (iii) that each Licensed Product (including Updates made after the Award Date) shall operate in accordance with the Specification(s) published by the Company;
 - (iv) that the Company owns the Licensed Product(s) (including, but not limited to, all Intellectual Property Rights therein) or has the rights there under necessary to grant the City the rights intended to be granted hereunder;
 - (v) that there are no pending actions or proceedings in law or equity and no claims asserted in arbitration, in any other tribunal or otherwise that the Company believes will affect any right, title or interest granted to the City hereunder and that the Company is not aware of any unasserted claims of any third party affecting the same;
 - (vi) that the Licensed Product(s) does not infringe or otherwise violate any Intellectual Property Right or other right of any third party;
 - (vii) that in developing and licensing the Updates and providing the Support and Maintenance Program and Virus services, the Company will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; and
 - (viii) that the ProjectDox Software and the Hansen and SIRE Interfaces can perform all the functionalities specified in Exhibit B, "EPlan Submittal Functional Requirements". In the event that the ProjectDox Software, or the Hansen or SIRE Interfaces, cannot perform as warranted herein, the Company will refund all monies associated with therewith, which has been paid by the City to the Company.
- (b) *Operate According to Documentation.* The Company warrants and represents to the City that the Licensed Product(s) shall operate in accordance with the Documentation for the Performance Period, as specified in

Paragraph B-4, and for all periods that the City is current with Support and Maintenance Program for all Licensed Sites which implement the Licensed Product.

- (c) *Workmanship.* The Company represents and warrants all services performed under this Contract will be performed in a good and workmanlike manner.
- (d) *Prior Installations.* The Company represents and warrants that the Licensed Product (in unmodified form) has been installed in a production capacity at other user sites.
- (e) *Financial Capability.* The Company represents and warrants that it is financially capable of fulfilling all requirements of this Contract. The Company further represents and warrants that there are no legal proceedings against it that are likely to threaten performance of this contract, and that the Company is a validly organized entity with the ability to enter into the contract. Further, the Company is not aware, after diligent inquiry, of any prohibition contained in any Company loan, contract, financing arrangement, etc. from entering into this Contract.
- (f) *Infringement.* In addition to the obligations in this entire Paragraph D-4, in the event that the Licensed Product(s) or any part thereof become subject of any claim that their use infringes, misappropriates or otherwise violates an Intellectual Property Right or other right of any third party, the Company at its expense will:
 - (i) procure for the City a license to use such Licensed Product(s) and/or
 - (ii) modify the Licensed Product(s) so that they do not infringe any third party's claimed rights, provided that such modification does not prevent the Licensed Product(s) from performing its present and intended functions.
- (g) *Virus Free.* The Company covenants, agrees represents and warrants, to the best of its information, knowledge and belief, that when shipped to the City, the Licensed Product(s) and any Updates will be free of Viruses, and that it will test each element of the Updates prior to delivery to the City to endure to the best of its information, knowledge and belief that it is free of any Viruses. In the event the City notifies the Company that they have been informed of or have reason to believe that a Licensed Product has been affected by a Virus, the Company will promptly assist them in remedying the situation and will work continuously with them until the remedy is effectuated (The foregoing is referred to as "Virus Services").
- (h) *Illicit (Harmful) Code.* The Company represents and warrants that the Licensed Product(s):
 - (i) contains no hidden files;
 - (ii) does not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides;
 - (iii) does not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and
 - (iv) does not contain programs, subroutines, code, instructions, data, key, node lock, time-out, "back door", "trap door", "booby trap", "drop dead device", "data scrambling device", "worms", "date bombs", "time bombs" or other function, whether implemented by electronic, mechanical or other means, which is intended to cause the Licensed Product(s) to cease operating, or to damage, interrupt, interfere with, restrict use or access to any Licensed Product(s) under this Contract or any other software or data on such system or any other system with which it is capable of communicating or otherwise permit the unauthorized access to the City's systems or data (hereinafter "Illicit Code").

For the avoidance of doubt, the provisions of this paragraph, shall apply to each delivery of the Licensed Product(s), in whole or in part, to the City including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Licensed Product. Provided and to the extent any Licensed Product has any of the foregoing attributes that were intentionally written into the Licensed Product(s), and notwithstanding anything elsewhere in this Contract to the contrary, the Company shall be in default of this Contract, and no cure period will apply. The Company agrees, in order to protect the City from damages which may be intentionally or

unintentionally caused by the introduction of Illicit Code to the City's computer network, no software will be installed, executed, or copied on the City's equipment without the express approval of the City. The Company also acknowledges that it does not have any right to electronically repossess the Licensed Product(s). This provision does not relate to Viruses. In the event of a breach of this representation and warranty, the Company will also be responsible for all damages (including but not limited to consequential, incidental and indirect damages) sustained by the City up to the amount of four times the amount of the License Fees and Support and Maintenance Program fees paid by the City to the Company pursuant to this Contract.

- (v) *Illicit Code in Updates.* The Company represents and warrants that if Illicit Code is installed in any Update, the Company will immediately provide the City with written notice of the installation of such Illicit Code. The Company represents and warrants that even if Illicit code is installed in any Update, the Company will never utilize the Illicit Code. If Illicit Code is enacted and the City is damaged, the Company will be responsible for all damages (including but not limited to consequential, incidental and indirect damages sustained by the City up to the amount of four times the amount of License Fee(s) and Support and Maintenance fees paid by the City to the Company pursuant to this Contract.

D-5 Grant of Rights

- (a) *License(s).* The Company hereby grants to City a perpetual, nonexclusive license under all of Company's intellectual property rights to install, execute, use, have access to, and benefit from the Licensed Product(s), including the right to copy, test, display and perform the Licensed Product(s) on any Hardware at the Licensed Site(s) and to make back-up and archival copies of the Licensed Product(s) to perform the Processing Services, in its normal course of business, including, but not limited to all officers, affiliates, third party subcontractors, contractors, divisions, outsourcing companies, suppliers and constituents of the City. There will be no limit on the number of Users or the size of hardware on which the City can operate the Licensed Product(s) as defined in Attachment 2 "The Licensed Product Schedule". The City will have the right to receive free of charge (including the cost of shipment) each Update of the Licensed Product(s) as required for use on additional or alternate computers for the City's business operations, as long as the City has in effect the Support and Maintenance Program. The Licensed Product(s) may not be relicensed, rented or leased, no used for third-party training or service bureau use.
- (b) *Processing Services.* The City, upon notice to the Company, can utilize a Facilities Manager to perform the Processing Services. No payment shall be due to the Company in order to permit any Facilities Manager to perform the Processing Services for or on behalf of the City. Each Facilities Manager shall also have the right at no additional charge to perform the Processing Services on behalf of City on computers at its own facility under the rights to use granted in this Contract, provided that such Facilities Manager shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.
- (c) *Third Party Service Provider Access.* Notwithstanding the confidentiality, non-disclosure and restriction of usage provisions contained in this Contract, the City may provide access to any Licensed Product(s) by its authorized consultants, agents, auditors, contractors, counsel and other representatives for the purpose of providing assistance (whether that be assistance be in the form of using, benefiting from and/or accessing the Licensed Product[s]) to the City in the ordinary course of the City's operations of the Licensed Product(s), provided that any such third party shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract, and no such third party shall be engaged in the business of providing data processing services under a facilities management, service bureau, outsourcing or similar arrangement
- (d) *Copy.* The Licensed Product(s) must not be copied or used, except as specified in this Contract. The City agrees not to cause or permit the reverse engineering, disassembly or de-compilation of the Licensed Product(s), except to the extent required to obtain interoperability with other software utilized by the City. The City shall not acquire any rights, express or implied, in the Licensed Product(s) other than those specified in this Contract.
- (e) *Modify.* The City shall have the right to modify the Licensed Product(s) for its own purposes and use in accordance with the provisions of this Contract, through the services of its own employees or of independent contractors, provided that such independent contractors agree not to disclose or distribute any

part of the Licensed Product(s) to any other person or otherwise violate the Company's proprietary rights therein. The City agrees that it shall not modify a Licensed Product in any manner which would affect the performance of the Licensed Product in such a manner as to cause it to fail to meet warranties set forth in D-4 (Representations and Warranties). The City will retain ownership of all modifications to the Licensed Product(s) made by or for the City. Company shall not incorporate any such modifications into any product for sale, transfer, licensing or distribution to third parties unless it first obtains the City's written authorization and also agrees to pay the City a reasonable royalty, pursuant to mutually agreed upon terms.

- (f) *Merge.* The City shall have the right to merge the Licensed Product(s) with, and to use it in conjunction with, other software, programs, routines and subroutines developed or acquired by the City. The Company shall have no ownership interest in any other software, program, routine or subroutine owned or developed by the City or acquired by the City from a third party by virtue of its having been merged with or used in conjunction with any Licensed Product hereunder.
- (g) *Use in the Normal Course of Business.* Any documents, forms, and/or spreadsheets that are generated from the utilization of the functionality of the Licensed Product(s) can be used by the City in its normal course of business, including but not limited to the City sharing such documents with its business partners and other third parties.

D-6 Delivery Method

The City can elect one of the following acceptable delivery methods for each Licensed Product, which is specified in the applicable Licensed Product Schedule, as attached in Attachment 2 "Licensed Product Schedule".

- (i) *Tangible Copy.* The Company shall provide the City with a tangible copy of each Licensed Product and a minimum of two copies per installation of the Documentation. The Company shall deliver the Licensed Product by the delivery date and method specified in the applicable Licensed Product Schedule in attached Attachment 2 "Licensed Product Schedule". Failure to deliver the Licensed Product(s) by such date shall give the City the right to immediately terminate this Contract as to such Licensed Product(s), and to receive a complete refund of any and all fees paid to the Company, effective upon notice to the Company and without any right to cure. The Company also agrees to supply the City with a replacement copy of the Licensed Product(s) at no charge in the event of loss or damage to the copy originally delivered hereunder.
- (ii) *Electronic Delivery.* The Company shall transfer electronically to the City copies of each Licensed Product and the Documentation, no later than the delivery date specified and in strict accordance with the delivery instructions set forth in the applicable Product Schedule in Exhibit A. Failure to electronically deliver the Licensed Product(s) by such date or in strict accordance with the delivery instructions will give the City the right to immediately terminate this Contract as to such Licensed Product(s). The Company understands that it will not leave tangible copies of the Licensed Product(s) or Documentation at the installation location, but will arrange for the electronic downloading of those items. The City may make multiple copies of the Licensed Product(s) or Documentation up to the number specified in the Product Schedule. product schedule. The Company also agrees to replace the Licensed Product(s) as originally delivered hereunder, at no charge, in the event of loss or damage to the Licensed Product(s). If the Licensed Product(s) are delivered by this method, the Company and the City will execute a Certificate of Delivery and Installation after the delivery has been completed.

D-7 Source Code

- (a) For purposes of this paragraph, Source Code will have the meaning generally accorded it in the United States of America by individuals experienced and skilled in the design, creation and implementation of Software.
- (b) The Company acknowledges and agrees that the provisions of this paragraph creates no presumption that the Company or any trustee or other fiduciary of the Company is entitled to reject or terminate this Contract under applicable law. The parties agree that such a rejection or termination would be highly prejudicial to the City's interests.

- (c) The City is responsible for all fees associated with the escrow program including any fees identified to exercise its rights to obtain the deposit from the Escrow Agent other than the reasonable and incidental fees of the Escrow Agent in producing a copy of the Escrow Materials for the City.
- (d) The Source Code will be delivered to Escrow, to an Escrow Agent.

Delivery to Escrow:

- (i) *Escrow Agent.* Within thirty days of Contract Award Date, the Company shall maintain a current copy of the Escrow Materials with GuardIT who will act as the Escrow Agent under this Contract, will add the City as a beneficiary to the Company's escrow account for all intellectual property. All fees for the Escrow Agent shall be borne by the City.
- (ii) *Escrow Materials.* The Company covenants, represents and warrants that at all times, the Escrow Materials shall constitute a complete and correct version of the Licensed Product(s) and shall be sufficient for an expert computer programmer experienced and skilled in design, creation and implementation of source code. The Company shall provide for the verification of the content of the escrow deposit(s) against the Company's deposit transmittal correspondence. In addition, upon the City's request, the Escrow Agent shall reconstruct the Licensed Product(s) from the Escrow Materials provided. Further, the Escrow Agent shall notify the Company and the City in writing within ten days of the success or failure of each deposit verification attempt.
- (iii) *Escrow Deposits.* The Company will update its Escrow Account within 30 days of notification that the City has upgraded to a new version of the Licensed Product(s).
- (iv) *Triggering Events.* The Escrow Agent shall immediately release the Escrow Materials to the City in the event:
 - A. Licensors is liquidated or dissolved, or
 - B. Licensors makes a general assignment for the benefit of creditors, or
 - C. a general receiver or trustee in bankruptcy is appointed over Licensors's business or property, or
 - D. an order for relief is entered for Licensors in a case under Chapter 11 of the United States Bankruptcy Code ("Chapter 11"), or
 - E. Licensors and its successors cease to carry on business on a regular basis, then access to or a copy of Licensors's full proprietary source language statements of the most recent version of the Licensors Products and selected related documentation (the "Source Code") shall be made available to the City of pursuant to the terms and procedures of the Escrow Agreement. The license to the Licensors Products granted by this License shall be deemed to extend to any such Source Code, which the City of shall use for the sole purpose of support, modification, or maintenance of the Licensors Products for the City of internal use in accordance with this License. All Source Code will be treated as Licensors Confidential Information.

D-8 Acceptance of Software

- (a) *Acceptance Testing Period.* Following the installation of each Licensed Product and completion of training of the City's personnel, the Company will have a 90 day Acceptance Testing Period to test the Licensed Product to determine its conformance to the applicable Specifications, and is capable of running on a repetitive basis on a variety of the City's actual data without Software failure.
 - (i) *Failures of Software.* Also during the Acceptance Testing Period, the City will notify the Company of any failure of the Software to operate as specified in the Documentation, or this Contract with respect to any material operational or functional capability or feature. When such notice is given, the Company shall have a maximum of 30 days, unless otherwise agreed to in writing, to correct the reported nonconformities, and the Software shall not be deemed Accepted unless and until the City states in writing that all such nonconformities have been corrected. If the Company has not

corrected all such nonconformities within 45 days after the date the City first notified the Company of such nonconformity, the City shall have the right to terminate this Contract without further liability.

- (ii) *Extension of Acceptance Testing Period.* In the event the Company agrees, at the City's request, to revise the Licensed Product(s) to correct a problem or deficiency identified by the City during the Acceptance Testing Period, the Company shall do so promptly, whereupon the City will have a additional, subsequent 30 day Acceptance Testing Period within which to test the Licensed Product(s).
- (iii) *Use.* In no event shall any use of the Software during the Acceptance Testing Period constitute acceptance of the Software.

- (b) *Acceptance.* At the end of the Acceptance Testing Period the City will notify the Company if the Software is accepted.

D-9 Documentation

The Company shall provide user manuals and installation manuals to the City, which are sufficient to allow it to utilize fully the Licensed Product(s) in accordance with the descriptions on the capacity and functionality (Specifications) set forth in Documentation. This Documentation will include but not be limited to overview descriptions of all major functions, plus detailed step-by-step operating procedures for each screen and activity. This is in addition to any on-line help which is part of the Licensed Product(s) user interface. The Company shall deliver to the City upon execution of this Contract a hard copy of the Documentation and a CD Rom version, and shall revise such documentation as necessary to reflect any modifications made by the Company to the Licensed Product(s). The City can make copies of the hard Documentation and have unlimited use of the CD Rom. The City may incorporate the Documentation in works prepared for the City's business endeavors so long as the City includes all copyright, trademark and other notices of the Company in the same form as they appear on or in the Documentation. The Company warrants and represents that the Documentation and all modifications or amendments thereto and any other documentation which the Company is required to provide pursuant to this Contract shall be in accordance with the Documentation standards in the present Documentation. If any user manual or portion thereof is the Proprietary Information or Intellectual Property of any other party, the Company shall convey to the City the right (to the extent possible under law) to make whatever copies and use of the material the City deems necessary.

D-10 Advance Notification

The Company will provide the City with at least 30 days advance written notification of all releases, versions and/or Updates.

D-11 Support and Maintenance Program

The Company shall provide the technical support and maintenance for the Licensed Product(s) as further described in attached Exhibit B (Support and Maintenance Program), unless the City declines the Support and Maintenance Program in writing and/or does not pay the annual Support and Maintenance Program fee.

D-12 Testing and Disaster Recovery

The City shall have the right to install, execute, use, copy, test, display and perform any of the Licensed Product(s) on disaster recovery computers (i) for the duration of a disaster, and (ii) for the purpose of conducting testing of their disaster recovery plan procedures and effectiveness for a reasonable period. The Person that provides the testing and disaster recovery services shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.

D-13 Other Licenses

The parties hereto acknowledge and agree on behalf of themselves and their successors and assigns that all license agreements relating to the Licensed Product(s) between the Company and/or its predecessors on the one hand and the City on the other hand shall be superseded by this Contract. The licensees of the previous license agreements and the City shall have no further obligation to make any payments thereunder, and all claims by the Company, including claims for payments or alleged payments due prior to the Award Date, are released for the previous license agreements.

D-14 Survival

The following paragraphs of the Contract will survive termination or expiration of the License Agreement, no matter how the License Agreement is terminated:

- E-7 Assignment
- E-19 Confidentiality/Protection of the City's Proprietary Rights
- D-5(c) Third Party Service Provider Access
- D-4 Representations and Warranties
- D-11 Support and Maintenance Program
- E-3 Termination for Convenience
- E-4 Termination for Cause
- D-12 Testing and Disaster Recovery
- D-7 Source Code
- E-6 Indemnification
- D-1 Notices
- E-9 Taxes/Compliance with Laws
- D-14 Survival

D-15 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09] R

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.
- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) Termination of this Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the City's obligation to pay any fees that may be owed. The Company shall return to the City all payments previously received by it with respect to such Licensed Product. Upon termination, the City shall cease using, and shall upon Company's request, return at Company's expense or destroy, all copies of the applicable Licensed Product(s), except that the City may retain a single copy of the Licensed Product and User Documentation for archival purposes. Upon Company's request, purge all copies of the applicable Licensed Product or any portion thereof from all computer systems and from any computer storage medium or device on which the City has placed or permitted others to place the Licensed Product, other than as necessary to retain a single copy of the Licensed Product and user Documentation for archival purposes. Notwithstanding the foregoing, the City shall not be obligated to retrieve any copy of the Licensed Product that resides on any backup media unless the retention period of such media is greater than 60 days and no attempt has been made to recover such copy therefrom for any purpose.
- (h) If the Company terminates the license for any Licensed Product, the City will have a reasonable period from the receipt of Company's notice of termination to migrate from the Licensed Product to the software of another licensor. During this migration period, the City may continue using such Licensed Product and user Documentation subject to the terms and conditions of this Contract as necessary for migration.
- (i) Termination of this Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the City's obligation to pay any fees that may be owed. The Company shall return to the City all payments previously received by it with respect to such Licensed Product. Upon termination, the City shall cease using, and shall upon Company's request, return at Company's expense or destroy, all copies of the applicable Licensed Product(s), except that the City may retain a single copy of the Licensed Product and User Documentation for archival purposes. Upon Company's request, purge all copies of the applicable Licensed Product or any portion thereof from all computer systems and from any computer storage medium or device on which the City has placed or permitted others to place the Licensed Product, other than as necessary to retain a single copy of the Licensed Product and user Documentation for archival purposes. Notwithstanding the foregoing, the City shall not be obligated to retrieve any copy of the Licensed Product that resides on any backup media unless the retention period of such media is greater than 60 days and no attempt has been made to recover such copy therefrom for any purpose.
- (j) If the Company terminates the license for any Licensed Product, the City will have a reasonable period from the receipt of Company's notice of termination to migrate from the Licensed Product to the software of another licensor. During this migration period, the City may continue using such Licensed Product and user Documentation subject to the terms and conditions of this Contract as necessary for migration.

E-5 Insurance: [CAO-1/12/09]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an

"occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

- (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired and non-owned** vehicles.
 - (iv) Professional Liability Insurance with limits no less than \$1,000,000 combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Bonding Requirements

A performance bond, or other security agreement or arrangement, that is deemed acceptable by the City, is required on the part to the Company for One Hundred Percent (100%) of the Contract Amount. A "performance bond" is one ensuring the performance of the Company's obligations under this Contract. The Performance Bond is due within five (5) working days after the date this Contract is approved by the City Council.

E-8 Assignment [CAO-7/24/08] R

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-9 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-10 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-11 Audit of Records [CAO-8/5/08]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph.
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-12 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-13 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The

provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-14 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-15 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-16 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-17 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-18 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-19 Confidentiality – City Information [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-21 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services [CAO-7/24/08] R

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall request a quote for specified changed from the Company. The Contract will be modified upon agreement by the City and the Company on the revised scope, price, and/or schedule.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-23 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Pages</u>
Schedule A	Payment Schedule	6
Attachment 1	Certificate - Disclosure of Ownership/Principals	2
Attachment 2	Licensed Product Schedule	1
Exhibit A	Proposed Scope of Work	2
Exhibit B	EPlan Submittal Functional Requirements	20
Exhibit C	Support and Maintenance Program	3
Exhibit D	Deliverable Acceptance Document	1
Exhibit E	Pricing Guarantee	1
Exhibit F	Project Change Request Form	3
Exhibit G	Preliminary Project Plan	5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Zylwain 8-12-10
Date

AVOLVE SOFTWARE CORPORATION

RONALD LOBACK, President & CEO

"Company"

SCHEDULE A - PAYMENT SCHEDULE

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 1 - Discovery	SOW Signed	Discovery is completed	Software delivered on CD Rom Kick off meeting completed Statement of Work Accepted Requirements analysis – workflow, Hansen & Sire Interfaces Accepted Final Project Plan Accepted Responsibility Matrix Accepted	\$50,000	\$39,600		\$89,600
Invoice 2 - Installation	Software Installation	Services and Software Installed on Servers	Software Delivered Checklist of equipment delivered Installation documentation delivered Acceptance of Software Installed in Test	\$70,000	\$10,800		\$80,800

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 3 -- Configuration and Phase I Training	Process 1 -Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 1 and validated by the City. Testers are Trained for use of ProjectDox for Phase 1.	Hansen Workflow Configuration Accepted Train the Trainer, and Testers Training Completed Configuration/Design Documents Accepted Forms and Custom Forms Accepted Workflow Designs for Forms and Knowledge Views Accepted Process Flow Charts Accepted		\$81,000		\$81,000

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 4 – Interfaces, technical training, & documentation acceptance	Hansen 7 One Way Integration (Project Initiation), SIRE One Way Integration, Technical Training and Documentation Complete	Hansen 7 and SIRE one way integration competed, tested and validated. General Admin Training, Project Admin Training and Train the Trainer complete.	Hansen 7 One Way Integration Accepted SIRE One Way Integration Accepted System Admin, Project Administrator , and Sr. Technical Systems Analysts Completed Training manuals for System Admin, Project Administrator , and Sr. Technical Systems Analysts Accepted Configuration/Design Documents for One Way Interfaces Accepted Forms and Custom Forms for One Way Interfaces Accepted Workflow Designs for Forms and Knowledge Views for One Way Interfaces Accepted Process Flow Charts Accepted	\$20,000	\$39,600		\$59,600

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 5 – Testing, migration to production, & post production support of process 1	Process 1-Completed and Operational	(Testing by Company and City, Migration of workflow to Production Environment)	End User Testing Results Accepted				
			System Improvements Implemented and Accepted				
			End User Training Manual Delivered				
			End User Training Completed	\$97,000	\$14,400		\$121,800
Invoice 6 – Configuration and Phase II Training	Process 2- Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 2 and validated by the City. The plan Reviewers are Trained for use of ProjectDox for Phase 2.	Community Training Session for Process 1 Completed				
			Migration Plan to Production Accepted				
			Post Production Support is Provided				
			Hansen Workflow Configuration Accepted				
Invoice 6 – Configuration and Phase II Training	Process 2- Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 2 and validated by the City. The plan Reviewers are Trained for use of ProjectDox for Phase 2.	Configuration/Design Documents Accepted				
			Forms and Custom Forms Accepted				
			Workflow Designs for Forms and Knowledge Views Accepted				
			Process Flow Charts Accepted		\$43,200		\$43,200

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 7 - Testing migration to production & post production support of process 2	Process 2- Completed and Operational	(Testing by Company and City, Migration of workflow to Production Environment)	End User Testing Results Accepted System Improvements Implemented and Accepted End User Training Manual Delivered Community Training Session for Process 2 Completed Migration Plan to Production Accepted Post Production Support is Provided		\$10,800		\$10,800
	(Testing, Migration to Production, Post Production Support)						
	Process 3- Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 3 and validated by the City. The plan Reviewers are Trained for use of ProjectDox for Phase 3.	Hansen Workflow Configuration Accepted Configuration/Design Documents Accepted Forms and Custom Forms Accepted Workflow Designs for Forms and Knowledge Views Accepted Process Flow Charts Accepted		\$43,200		\$43,200
Invoice 8 - Configuration and Phase III Training							

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 9 - Testing migration to production & post production support of process 3	Process 3- Completed and Operational	(Testing by Company and City, Migration of workflow to Production Environment)	End User Testing Results Accepted System Improvements Implemented and Accepted End User Training Manual Delivered Community Training Session for Process 2 Completed Migration Plan to Production Accepted Post Production Support is Provided		\$10,800		\$10,800
	(Testing, Migration to Production, Post Production Support)						
Invoice 10	Maintenance Year 2	Due one year after agreement execution				\$35,200	
Invoice 11	Maintenance Year 3	Due Two years after agreement execution				\$35,200	
Invoice 12 - Forms and Workflow Training	Offsite Training - Optional				10000		
				\$237,000	\$303,400	\$70,400	\$611,200

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	
Address	
Telephone	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement	
Contract No.	

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Name

Date

Subscribed and sworn to before me this _____ day of

_____, 20__

Notary Public

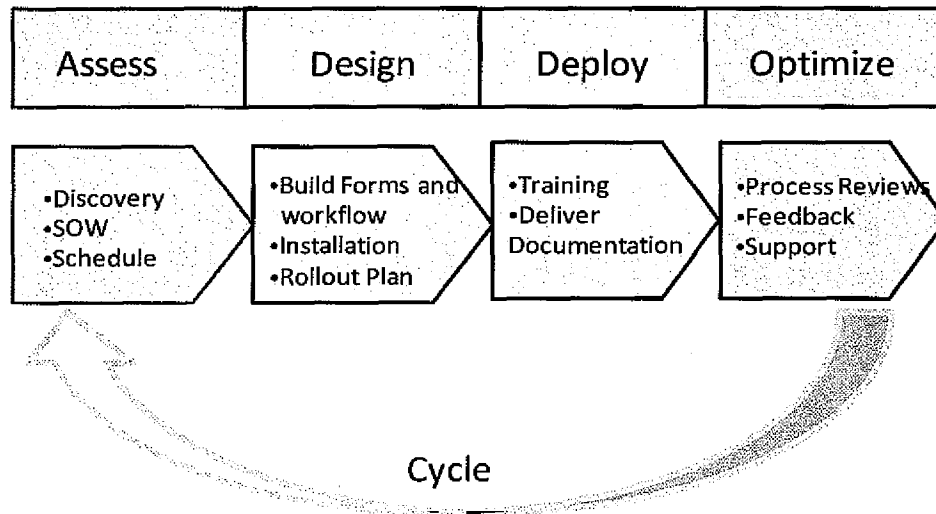
**ATTACHMENT 2
LICENSED PRODUCT SCHEDULE**

Licensed Product name, version and description	Name, Version Description ProjectDox 7.5
Specified environment (i.e. NT, Windows, Unix, version no., etc.)	Operating System: Windows Hardware Platform: CLV Servers Other:
License type and number of licenses (i.e. server-based, CPU, site, user/seat-based, named, concurrent, etc.)	Type:Enterprise License Number:
License Fee	Included in Contract
Product deliverable form	Executable Code: Included Source Code: Included or Escrow
Installation date	TBD
Payment terms	Net 30 days
Warranty period	TBD
Maintenance term begins	MM/DD/YYYY
Support and Maintenance Services (Acceptance Testing Period, Training and Implementation)	Included in initial price
Support and Maintenance Services (Initial Year)	Included in initial price
Support and Maintenance Services (Subsequent Years)	Included in Contract
Development Services Period	163 daysdays after Award Date
Acceptance Testing Period	90 days after installation
Training and implementation period	90 days after Acceptance Testing Period
Training required	Yes
Acceptance date	Upon completion of Acceptance Testing Period, Training and Implementation
Delivery method	Tangible and Electronic

EXHIBIT A

PROPOSED SCOPE OF WORK

- a) The Company will collaborate with the City in order to define the Statement of Work for configuring ProjectDox to work within the City's various departments.
- b) The outline below reflects at a high level the closed loop methodology that is use by the Company during the delivery of projects for our clients.



- c) The Avolve Software implementation methodology includes four major phases;
- Assess:** The assess phase incorporates meetings with the City's team and other relevant parties to identify and understand the current state of internal operational processes. The Company will discuss and define the City's preferences for the future state of operations; this includes goal setting initiatives and business process improvements. Once the Company understands the current and desired states, The Company will begin to make recommendations on how to leverage ProjectDox to maximize the benefits gained from the system.
 - Design:** The City's practices and the agreed upon business process improvements determined in phase one will determine how ProjectDox site will be specifically configured for the City in the Design Phase. At the end of this phase, the City's system will be configured; the City will have a rollout plan and schedule that makes the most sense for the City's jurisdiction.
 - Deploy:** When the Company has completed the design phase, the City will have a documented set of new processes that are automated and enhanced by the ProjectDox application. This will include policy and procedure guides and customized training manuals. At this point the Company can begin the Deploy Phase. ProjectDox provides a customized comprehensive training plan designed to educate users on the City's new standard processes. Instructor led training classes are usually organized by role. Classes are typically small, 10 or fewer students per class with hands on access to the application.
 - Optimize:** The optimization phase hones the process and modifies areas where necessary after ProjectDox has been brought into production. Additionally, optimization plans will include methods to accommodate future functionality and enhancement deployment as well as regularly scheduled process reviews, benchmarking, and additional training and support programs.
- d) **ProjectDox Implementation Key Milestones** The ProjectDox Implementation key milestones are outlined below. The professional services provided by the Company will include both technical services and consulting services. Both are described below.
- Pre-Implementation** The City will be given a checklist and requests for information in order to prepare for the kick-off meeting and discovery sessions.

- ii) **Kick-off Meeting** A strategic team will be gathered to help identify project goals. Teams will consist of City staff from the following departments: Planning and Development, Public Works, Building and Safety, Fire Prevention, the City Clerk's office, and Information Technologies.
- iii) **Discovery** Document and review current work processes at the City for the following groups: Planning & Development, Public Works, Building and Safety, and Fire Prevention. Discuss and document ProjectDox processes. The Company will work with City to understand and document the interface requirements between the City's Records Application Data and ProjectDox.
- iv) **Statement of Work (SOW) and Project Schedule** Statement of Work (SOW) will be created to reflect the detailed task list, estimated services days and a proposed implementation schedule.
- v) **Hardware Setup and Software Installation** The Company will consult with City to make recommendations on the hardware configuration and infrastructure. Hardware must be installed and functioning prior to the Administrator training, Basic Work Flow Development Training schedule.
- vi) **Forms and Workflow configured and delivered** Forms and Workflows will be configured, tested and reviewed with the City. The processes will be based on the configurations identified in the SOW.
- vii) **Documentation Delivered** The Company will document final system configuration including custom workflows and e-forms and the Las Vegas Records Application Data (B.R.A.D) interface and reports. The documentation will include Policies and Procedure manuals, responsibility matrix, process flow diagrams and training exercises. The Company will provide user and administrator manuals via electronic format for City to produce as needed, with unlimited downloads.
- viii) **Administrator Training, Project Administrator and Reviewer Training** The City is responsible for scheduling of City personnel for training for System Admin, Project Admin and all end users. The Company will work with City to train the individuals identified by City as permit administrators of the plan review process. The Company will work with City to train the individual review department members on how to complete assigned tasks as required by the workflow business rules. The number of participants in each session should be a maximum of 10. Each attendee is required to have a PC and access via internet to the City's ProjectDox UR
- ix) **Go Live** The Company will be work with City to meet the go live date as specified in the Statement of Work (SOW) and the schedule.
- x) **Optimization and Testing** The Company and City will perform end-to-end testing of the ProjectDox system implementation and interface and all workflow and e-forms created to meet requirements.

Exhibit B - EPlan Submittal Functional Requirements

Instructions to Vendor: Please place an "X" in the appropriate column on each line item to indicate whether functionality currently exists in a production environment in your solution, or whether the functionality could be met out-of-the-box with custom development. If any line item can only be met by third party software, place an "X" in that column and provide comments, such as any recommendations to any line item to provide functionality that will address the City of Las Vegas in understanding your response. In all cases, except where functionality is not available or functionality is to be provided by 3rd party, identify the module or components that would be required to meet the stated requirements.							
REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment	
GENERAL REQUIREMENTS							
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REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any items that would require custom development, and any software functionality not expected to be available, or will be available in 6 months and any other items you wish to comment.
GENERAL REQUIREMENTS							
Q-3	User defining flags, warnings, holds, and alerts based on user role/access rights.	X					Basic system configuration.
Q-10	View notes, warnings, flags and alerts on all records.	X					
Q-11	Customer is automatically advised of incomplete submissions and action needed to correct.	X					Basic workflow configuration - based on business process requirements of Las Vegas.
Q-12	Tickler file for follow-up on activities to use.	X					Basic workflow event configuration for reminders and due dates - task and email notifications will be automatically sent.
Q-13	Tickler file for follow-up on activities to customer.	X					Basic workflow event configuration for reminders and due dates - task and email notifications will be automatically sent.
Q-14	Edit checks- ability to make some fields mandatory input, ability to have pop down menus so that data that is entered must match menu list etc.	X					
Q-15	Audit trail for additions, changes, deletions, and new records which identify data entry personnel, dates, times, user identification, and terminal identification.	X					
Q-16	Web based user and customer, no client install	X					
Q-17	Unlimited text fields to record comments on a variety of activities	X					Standard electronic forms configuration to meet business requirements for Las Vegas.
	Unlimited text, numeric, alpha numeric to store a variety of user defined data.	X					Standard electronic forms configuration to meet business requirements for Las Vegas.
Q-18	Wild card searches	X					
	Access records by any preset identifier.	X					
	Primary record parcel number	X					
	Primary address	X					
	Application/parcel number	X					
	primary customer	X					

REQUIREMENTS					Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS										
	non-primer customer				X					So long as the information is available within the permitting application.
	linked parcel and address				X					So long as parcel and address are linked within the permitting application and the information is available to ProjectDox - otherwise so long as the information is stored in ProjectDox it could be linked.
	customer photo, member or address				X					
	Plans Examiner/Reviewer				X					
Q-20	Master record can be updated by only one user at a time while allowing multiple users to create/revise their changes				X					
Q-21	Real Time updates				X					
Q-22	Cross reference records with parent/child and linked projects identified in fact office.				X					So long as the information is within the permitting application and is available to ProjectDox.
Q-23	Update file attributes as new attributes are added to master record, i.e. new client application/permits is added to original record, etc. and send alert to customer and/or CLU staff.				X					User defined codes can be setup within ProjectDox and can be made accessible to specific team members. ProjectDox also support ICC eCode from within ProjectDox for access by the Plan Reviewer's during plan review and tracking.
Q-24	Ability to set up user defined codes throughout the application.				X					Standard electronic forms configuration to meet business requirements for Las Vegas.
Q-25	Ability to set up user defined tables throughout the application.				X					
Q-26	Records of all communication and document submittals are related, time stamped, and indicate who created/submitted record.				X					

REQUIREMENTS					Comments: Use this section to explain any line items that would require custom development. 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS					
G-26	Customer may "clone" information from one application/terminal as it applies to multiple applications/permits without duplicate data entry.				
G-29	Customer can amend "closed" data as needed to reflect changes that apply to a particular application/permit	X			If jurisdiction allows such changes and support of best practices - specific data fields can be locked as required
G-30	Conditions of contracts prevent unauthorized parties reviewers, customers, other staff from seeing, submitting, modifying documents, plans, submittals.	X			Permission management - workflow configurable
G-31	File Type neutral: Any type of document class can be submitted, retrieved, refiled, marked up and stored.	X			ProjectDex support: 200+ file types - specific file types can be blocked or supported as pass-through only as required by the jurisdiction
G-32	Track and retrieve electronically submitted plans, documents, records of open applications/permits	X			
G-33	Track and retrieve electronically submitted plans, documents, records of closed applications/permits	X			
G-34	Link all electronic documents such as correspondence, plans, digital pictures, studies, etc. to multiple applications/permits	X			
G-35	Link all electronic documents such as correspondence, plans, digital pictures, studies, etc. to an application/permit.	X			
G-36	City/county uses building codes, standard readings stored in system can be retrieved and attached to project as notes by approvers/reviewers.	X			Full support for ICC eCodes, custom stamp libraries, departmental stamp libraries and departmental checklist. All can be user configured to meet the requirements of Las Vegas.
G-37	Unlimited number of engineering or design professional stamps can be stored	X			Static stamps and dynamic stamps are supported.

REQUIREMENTS							Comments: Use this section to explain in any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	
G-38	Unlimited number of electronic signatures can be stored	X					Stored in the database and are user specific and permission controlled.
G-39	Mechanism for capturing stamps/signatures to conform with existing state requirements	X					Stamps and signatures can be created or captured and stored within ProjectDex for use as required by Las Vegas to meet their business process workflow.
G-40	Roles can be created for external reviewers that allow members to add, update, modify based on permissions	X					
G-41	Alerts/notifications can be set to automatically generate at pre-defined milestones, i.e. all reviews are completed and ready for pickup, review failed and needs corrective action	X					Basic workflow event configuration for reminders and due dates - task and email notifications will be automatically sent. Milestones are setup and defined in the workflow business process as required by Las Vegas.
G-42	Form can be created that can be converted to pdfs and sent to electronic document management system for storage	X				PDF Conversion Module will be required.	
G-43	Allows module administrator to define member access roles	X					
G-45	Create multiple folder structures for end users	X					
G-46	Ability to hyperlink to code books	X					
G-48	Ability to print at any scale	X					
G-49	Templates can be created according to workflow	X					
G-50	Overlay functionality - version to version, floor to floor	X					Can overlay compare any 2 files of any type
G-51	Unlimited text, numeric, alpha numeric to store a variety of user defined data.	X					
	ELECTRONIC SUBMISSIONS AND REVIEWS						

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
ES-1	Customers can submit and resubmit plans, documents, maps, and other document classes electronically	X					
ES-2	Electronically route comments on plans to specific users online for consolidation, editing and final comments.	X					Defined and configurable in the workflow business process.
ES-3	Revisions submitted for active projects can be automatically routed to same individual/group conducting original review.	X					Defined and configurable in the workflow business process.
ES-4	Unlimited number of "approver/reviewers" within a department/division in the routing queues.	X					
ES-5	Approval date-in, date-out, action-taken, and any comments are stored & maintained in master record.	X					
ES-6	All comments by reviewers compiled onto plans.	X					Comments are made on the drawings as markups and also compiled and consolidated on the Resubmit Notice electronic form by review department.
ES-7	Review and route plans received electronically without requiring hard copy prints be made.	X					
ES-8	Redlining capabilities with on-line map review.	X					
ES-9	Electronic reviewing/project mark up.	X					
ES-10	Adhere to back office rules that prevent a review process from moving forward, i.e. review is denied until all corrections are made would prevent application/permit from moving to next stage.	X					Fully controlled by ProjectDoc workflow
ES-11	Version control eliminates confusion as to what version of document is under current review.	X					
ES-12	Updates and communications thru e-mail	X					
ES-13	Allows for multiple simultaneous reviewers	X					
ES-14	Tracks review activities such as name of reviewer, start and completion time for reviews by review type and reviewer and other user defined performance measurements.	X					Full audit tracking of all events by users and files.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
ES-15	Provides accurate measurements on drawings	X					Allows users to calibrate drawings working units for accurate measurements. Users can define scale of drawings for printing purposes.
ES-16	Allows reviewers to set scales of measurements to be used	X					Full features Overlay and Compare, showing in color all items added or removed between files.
ES-17	Allows comparisons of versions electronically	X					
ES-18	Provides page management (one set of plans with multiple pages)	X					
ES-19	Unlimited number of pages in page management functionality	X					
ES-20	Allows unlimited number of reviewer disciplines to overlay completed reviews from other disciplines as part of their review	X					
ES-21	Provides a number of tools for version or overlay comparisons	X					Full features set of review and compare tools for all types of drawings - drawings for buildings and into development, engineering and documents.
ES-22	Allows pre-designed/approved specification sheets/drawings to be used for radiating corrective action needed	X					Can also create standard details or notes and comments to be used as stamps when marking up drawings
ES-23	Allows notifications can be sent to cell phone as text messages	X					Sent as emails.
ES-24	Allows user defined configurations of milestones per review group, review type, and by application/permit type and work type	X					
ES-25	Allows plans/documents to be stored as individual sheets	X					
ES-26	Allows plans/documents to be stored as one set of plans with multiple sheets	X					
ES-27	Final drawings/plans/documents are available electronically to inspectors based on milestones being met	X					Controlled by specific workflow business process events

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
ES-28	Ability to upload any type of drawing format - file neutral	X					
ES-29	Ability to assign due dates to customers for submittal or revisions	X					Can also send multiple reminders and notify others when past due. Configurable within the workflow business process.
ES-30	Mechanism that allows all reviewers and technicians ability to know all changes made on a drawing internal communication to collaborate across multiple disciplines	X					
ES-31	Ability to send one correction notice that contains all reviewer comments	X					Standard workflow requires 1 notice process.
ES-32	Ability to glow for vector .dxf files	X					Preferred.
ES-33	Ability to control the type(s) of file formats allowed	X					Specific file types can also be blocked from being uploaded.
ES-34	Ability to add text comments to markup	X					
ES-35	When company resubmits files, tag the versions such that they zoom on each version	X					Auto-zoom to markups and files via Overlay Compare.
ES-36	Ability to turn layers on and off	X					Markups can also save the layer viewing parameters.
ES-37	Ability to measure and calibrate plans	X					
ES-38	Ability to measure polygons, arcs, lines, and circles	X					
ES-39	Prevent customer from accessing files at different milestones in workflow	X					Managed by the workflow business process.
ES-40	Tools that allow customers to zoom to connections needed by turning off layers	X					Creating ChangeMarks allow customers to be taken directly to a connection / markup issue and the ChangeMark takes them to the specific zoom location and can rotate the drawings and turn on and off specific drawing layers.
ES-41	Prevent users from completing a review assigned to another department	X					Controlled and managed via the workflow business process.
ES-42	Files are versioned as they change	X					Yes and all versions are maintained.
ES-43	Publish .pdf and drawing pages independently to allow hyperlinks to go to page	X					

REQUIREMENTS		Functionality currently exists in someone	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
ES-44	Ability to assign reviews automatically to another party	X					
ES-45	Run markups into file	X					Version specific
ES-46	Ability to create stamps, customizable to user to monitor data entry	X					Personal stamp libraries and departmental stamp libraries are supported.
ES-47	Markups are created on a separate layer in XML	X					Permissions to view, create and access markups are controlled and managed via ProjectDoc and the workflow business process.
ES-48	Final plans can be electronically signed	X					Controlled by the workflow business process.
ES-49	Controls prohibit customer from uploading files once the review process is started	X					Actually blocks the customer from uploading marked files if their workload task is not complete.
ES-50	System notifies customer if upload was incomplete	X					
ES-51	The System can accommodate any size file but CLV can specify max file sizes to be uploaded	X					
ES-52	Certification that submitter is authorized to upload docs - addresses test case requirements. An interface to the State FM to verify certifications would be able to have.	X	X				Custom integration may be required to connect to the State FM system for certification verification. There are several methods of electronic signature support available, depending on the jurisdiction's requirements. State of NY Board of Engineering is to vote to approve the use of electronic signatures in Jan. 2010.
SYSTEM/ENVIRONMENT/SECURITY							
SE-1	distributed, relational database	X					MS SQL Database
SE-2	enterprise licensing structure (unlimited users)	X					
SE-3	load balancing for system fail over security	X					
SE-4	integrated transactions	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							Typical document management functionality, check in & check out, version control, advanced search and document indexing
SE-3	Online document and case management system	X					Support all email systems for end users. Configured of the server able to use SMTP
SE-5	Online help	X					Unlimited field creation via electronic forms within ProjectBox
SE-7	Outlook Integration	X					Controlled and managed via workflow business process. Can be unique per user per plan review project. Can also be setup as default within ProjectBox project templates specific to the plan review type.
SE-9	Windows attachments as Word, Excel, Access in Office 2003.	X					System access would be managed and controlled by Las Vegas Las Vegas via system access parameters
SE-8	Custom fields defined by user such as text calculated, date format, monetary or general	X					System Admin, Project Admin, and End User documentation are all provided with the system.
SE-10	User defined group/role based access controls	X					
SE-11	Export data in a variety of formats	X					
SE-12	Import data from a variety of formats	X					
SE-13	Reliable 24/7 access to system by customers with the exception of backup times	X					
SE-14	End user documentation is provided	X					
SE-15	Administrative documentation is provided	X					
SE-16	Passwords are encrypted	X					
SE-17	Password administration to customers is managed automatically by the system	X					
	Passwords require change at initialization.	X					
	Passwords are masked during entry.	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any limitations that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
	Audit trail mechanisms capable of tracking the activity of the users including the logins and times of sessions, the accesses allowed for each class of user, user identification, and terminal identification.	X					Yes to all - exception: ProjectDox can track review status times, but ProjectDox does not track total login time because Projection is a transaction based system for better network performance.
	Auditing logs at a minimum: ID of person, unsuccessful attempts, system administrator accesses or functions accomplished or attempted user identification, and terminal identification.	X	X				Las Vegas can create their own reports from log and event information tracked in ProjectDox or Aveva can create them for a services fee.
SE-18	CLV is automatically notified when system is down (customer web component)	X					System Admins are notified.
SE-19	Password configuration meets CLV requirements for level of complexity - minimum of 7 characters in length with a combination of numbers, letters, or special characters	X					Can be configured to meet Las Vegas's specific requirements.
SE-20	Integrated with CLV network to authenticate users	X					LDAP support for single sign-on.
SE-21	Users with the appropriate rights and roles can log onto any computer to complete work (not only the computer they normally work on)	X					Users can also work from home.
SE-22	Users must be prompted to change password based on system defined rules (currently every 90 days)	X					
SE-23	All user action is auditable and traceable	X					
SE-24	Anti-virus protection software will not impede the use of the solution	X					Las Vegas is responsible for implementing an Anti-virus protection software. ProjectDox supports standard enterprise solutions.
SE-25	All newly uploaded files can be scanned for viruses before being allowed	X				Anti-virus Software	

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							ProjectDox supports enterprise level anti-virus protection software, but reporting of infected files would be the responsibility of the anti-virus software. ProjectDox can be configured to block specific file type that are defined as malicious in context like .exe or .dll files, from being uploaded.
SE-26	Files found to have viruses can be identified and reported upon	X			Anti-virus Software		
SE-27	Files found to have viruses will generate an alert/notification to customer that their file was rejected due to virus detection	X			Anti-virus Software		
SE-28	Automated workflow to archive submittals when user defined milestones are reached	X	X				May require custom integration to meet specific archival requirements. ProjectDox does have an export feature.
SE-29	Ability to archive submittals based on application/permits	X					
SE-30	Provides for automatic "lock down" of submitted items upon reaching user defined milestones	X					Controlled by the workflow business process.
SE-31	Can retrieve/view archived items	X					
SE-32	Can print archived items	X					
SE-33	Can reuse documents from an archived project on a new project without harming the original archive	X					
SE-34	Digital signature capability	X					For file viewing and printing.
SE-35	Digital watermark capability	X					Event activity is tracked within the ProjectDox database but a custom report would need to be created to report on this information.
SE-36	Exception reporting includes access violations, access denials, and other inappropriate activity.	X	X				Access exception can be managed via Group Permissions.
SE-37	Access mechanisms disables any account not used for a set period of time.	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
SE-36	Access mechanisms limits invalid access attempts to three.		X				ProjectDox currently doesn't support this, but invalid attempts are recorded in the database and available for reporting. Feature could be created to support this for a service fee is required.
SE-39	Access mechanisms terminate session when invalid attempt limit is reached.		X				ProjectDox currently doesn't support this, but invalid attempts are recorded in the database and available for reporting. Feature could be created to support this for a service fee is required.
SE-40	Access mechanisms locks out access when invalid attempt limit is reached.		X				ProjectDox currently doesn't support this, but invalid attempts are recorded in the database and available for reporting. Feature could be created to support this for a service fee is required.
SE-41	Source Code encrypted or provided.	X					Fees would apply for this service
SE-44	Forms development module for users.	X					
SE-45	Report generator tool.	X					MS SQL Report Writer - included with MS SQL Database. Also support for Crystal Reports.
SE-46	Forms generator tool.	X					
SE-47	No limit to amount of history retained.	X					
SE-48	User defined records retention requirements.	X					
SE-49	User defined criteria will move selected records from active to inactive to archive status.	X					Based on workflow business process.
SE-50	Move archived data to Enterprise Records Management application	X	X				Using standard export feature. Custom integrations and features available for additional service fee.
SE-51	Report generated of archived reports.		X				Custom report - created as required for additional services fee.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
SE-02	Software accommodates a phased implementation.	X					Phased implementation may slow adoption and standardizations. Proper project discovery will determine best implementation plan.
SE-03	Software upgrades do not require re-programming customizations.	X					
SE-04	Software upgrades do not require re-programming modifications.	X					
SE-05	Process controls prevent incomplete or incorrect data from being processed.	X					As defined by the workflow business process.
SE-06	Process controls prevent information from being processed in the wrong sequence.	X					As defined and controlled by the workflow business process.
SE-07	Integrity of data entering the database is safeguarded through editing criteria.	X					
SE-08	Changes can be made in database structure without requiring recompilation of programs not directly impacted by the changes.	X					
SE-09	Web front end design conforms to OLIV usability requirements	X					
SE-00	Users can be assigned multiple roles	X					As managed and controlled by the workflow business process.
SE-01	Audit trail cannot be deleted or changed	X					
SE-02	Integrates with Oracle but need SQL-based 256 bit encryption	X					ProjectDox does require its own MS-SQL database.
SE-03	Original documents cannot be altered	X					Unless specific permissions are granted to allow download of the original documents, but history and original documents are always preserved in the ProjectDox system.
REPORTS AND FORMS							
R-1	Ad Hoc Reporting Tool provided (multiple variables)	X					
R-2	Checklists can be printed for customer information.	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
R-3	Requires reports with various parameters	X					
R-4	Generate ad hoc reports on a variety of activity which provide management work measurement	X					
R-5	View activities reports	X					
R-6	Print online reports	X					
R-7	Templates documents created in MS Word	X					
R-8	Reports can be generated from templates and printed individually, in batch or placed on scheduled for printing.		X				As standard, ProjectOut does not currently support "scheduled" or "batch" printing of reports. Report information can be shared from ProjectOut with other applications that support scheduled and batch printing of reports.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							Information regarding "how much work" would be pulled from CLY permitting / accounting system into Projection.
R-4	Statistics can be generated from customer use such as number of clients uploaded, number of revisions, number of incomplete submissions how much owed, etc.	X					As defined in the workflow business process during implementation.
R-10	Standard reports are provided such as 'reviews', time, types of documents submitted, etc.	X					As defined in the workflow business process during implementation.
R-11	Reports can be generated by merging data from the eplan solution and the back office permitting solution (Oracle database)	X					As defined in the workflow business process during implementation.
R-12	Ability to generate automatic reminder notices for specific types of activities due by setting the number of days in advance for the reminder notices to be generated.	X					Standard workflow functionality
R-13	Able to create reports with embedded maps.	X	X				Integration development may be required depending on where the map data would be accessed from.
R-14	Able to create reports with embedded worksheets.	X					
R-15	A variety of reporting tools can be used with the software	X					
R-16	Work management reports to show which applications are behind schedule, which ones are almost ready to be passed along to another group, which ones need to be reviewed	X					As defined in the workflow business process during implementation.
R-17	User defined label generation for approvals/rejections, plan mark-ups, notices, agreements, expiration dates, studies needed, etc.	X					As defined in the workflow business process during implementation.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
INTERFACES							
IN-1	Interface with SIRE Electronic Records Management system (export)	X					ProjectDox provides an export feature that can export projects and files to almost any EDMS system - including SIRE
IN-2	Interface with Hansen Permitting Software version 7 (export)	X					ProjectDox will support a simple 1-way integration to Hansen 7 and a full robust 2-way integration with Hansen 8.
IN-3	Interface with Hansen Permitting Software, version 7 (bi-directional)	X	X				ProjectDox will support a simple 1-way integration to Hansen 7 and a full robust 2-way integration with Hansen 8. If a bi-directional integration with Hansen 7 is required there would be an additional development fee to provide this functionality.
IN-4	Interface with AveGIS or Digital Mapping System	X					Standard document / drawing integration web service.
IN-5	Allows other governmental agencies to second to review electronically (with other agencies to participate)	X					
IN-6	For all interfaces, error selection and handling must be provided	X					
IN-7	Web Interface (portal) for customers	X	X				Custom development would be required to provide a solution to meet the specific requirements of Las Vegas.
IN-8	Seamless integration with CLV website	X					
IN-9	Ability for user to navigate between secure and CLV pages seamlessly	X					
CUSTOMER SERVICE							
CS-1	Customers and other jurisdictions are not required to purchase software in order to use the functionality of the solution	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
GENERAL REQUIREMENTS							
CS-2	Customer support is available on the web or by phone (no need to contact CLV when web problem is encountered)	X					Avolve Software will support CLV directly. Customers have access to online help. CLV will support their customers.
CS-3	Customers can print checklists or copies of messages sent back as part of their submittal package	X					Yes, if allowed by CLV. This is a business process decision.
CS-4	Comments can be recorded, stored and viewed by user and customer	XX					Yes, if allowed by CLV. This is a business process decision.
CS-5	A knowledge base can be created to help customers using the system	X					
CS-6	Submitted history can be retrieved by customer	X					ProjectDox provides full audit tracking of users and file history.
CS-7	All updates to a record are saved in history.	X					
CS-8	System access is available to customers 24/7.	X					
CS-9	Customers cannot upload submittals without a valid email address	X					Additional criteria can also be defined.

REQUIREMENTS						Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality
GENERAL REQUIREMENTS						
CS-13	Customer can be advised, based on workflow, of submittal deadline dates and if submittals were not accepted and reviewed in time for a scheduled meeting	X				Defined in the Workflow business process.
INSPECTIONS						
I-1	Inspectors can view final plans, documents, submittals on field devices for all documents moved into EDM	X				Via web access, Inspectors can use ProjectDox to view and markup plan review files and communicate any required changes back to the Applicant. ProjectDox doesn't directly control access of Inspectors to EDM systems.
I-2	Customers can submit required construction documents after permits have been issued, i.e. Special Inspection Results, Pad Certificates, sprinklers, fire alarms, etc	X				
I-3	Workflow configuration would allow the automatic movement of construction documents uploaded by customer to move into for storage and future retrieval	X				
WORKLISTS						
WX-1	Create work load limits for user defined individuals and groups	X				Basic workflow business process - fully configurable.
WX-2	Track review activities by: Task Dependencies, assignment to department/division & reviewer or Inspector, date sent/received, date work started, data requested additional info or changes & data adequate reply received, data completed, net time spent, etc.	X				Basic workflow business process - fully configurable.
WX-3	User defined mandatory fields for specific activity completion.	X				Basic workflow business process - fully configurable.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment.
GENERAL REQUIREMENTS							
WK-4	Create user defined routing groups.	X					Basic workflow business process - user configurable.
WK-5	Ability to set up user defined business rules throughout the application.	X					Basic workflow business process - fully configurable.
WK-6	Pending dates (for action by designer before action is taken by user) can be used.	X					Basic workflow business process - fully configurable.
WK-7	User defined workflow and work sets based on activities and events.	X					Basic workflow business process - fully configurable.

EXHIBIT C
SUPPORT AND MAINTENANCE PROGRAM

D-9 Support and Maintenance Program

- (a) *City's sOption.* The Support and Maintenance Program shall never be structured in a way that links usage or license rights granted herein to any requirement that the City purchase the Support and Maintenance Program. The Support and Maintenance Program is an option, to be acquired at sole discretion of the City. The City shall have the right to cancel Support and Maintenance Program at any time, at its option, during the term of the Contract. Cancellation of the Support and Maintenance Program by the City will not in any way affect this Contract and the rights granted herein (including, but not limited to, its perpetual license right). At the request of the City, the Company shall hereafter provide the Support and Maintenance Program in connection with the Processing Services at the prices specified in B-3 (Prices/Costs).
- (b) *Errors.* Among the Technical Support Services to be provided, the Company will employ its best efforts to cure any error which causes a Licensed Product to fail to operate in accordance with the response times identified below.
- (c) *Support and Maintenance Program.* The Company shall provide Support and Maintenance Program to the City (including but not limited to response times, telephone support, e-mail support and speed of delivery, testing and installation of Updates) in the form of advice and counsel on the City's use of the Licensed Product(s). The Company shall provide telephone assistance as necessary to cause the Licensed Product(s) to (a) perform in accordance with its current Specifications. The Company shall employ its best efforts to correct or replace Licensed Product(s) and/or provide services necessary, and (b) to remedy any Defect which can be attributed to the Company and which affects use of the Licensed Product(s). Such correction, replacement or services shall be promptly accomplished after the City has identified and notified the Company by telephone of any such Defect. Telephone support will be provided from 8:00 a.m. to 5:00 p.m. (PT), exclusive of those holidays observed by the Company.
- (i) Support will be provided to the City's support organization by role rather than by named individuals. Such support individuals ("Support Representatives") shall be reasonably competent in the use and operation of the product.
- (ii) The Support Representatives will act as primary interface to the Company for support purposes. The Company will make all commercially reasonable efforts to address the problem identified by the Support Representative.
- (iii) The City's Support Representatives shall report errors and Defects to the Company Representative or his/her support specialist designee(s). For Severity Level 1 errors or Defects, City's Support Representatives shall, in addition to any notification by any other means, notify the Company by telephoning a support specialist. In the event the City cannot make contact with a the Company support specialist, the City shall continue its efforts to personally notify the Company by calling the following Company representatives in the order listed until a Company representative is contacted in person:
- Support Manager
 - Consulting Project Manager
 - Business Unit Manager
 - Associate Legal Counsel
 - Chief Financial Officer
 - Chief Executive Officer
- (iv) The City will make an initial nonbinding classification of each Defect in the Licensed Product(s) or associated Documentation and will report such error or Defect to the Company based on the criteria set forth below. In the event there is a dispute between the City and the Company regarding the classification of a Defect, which is not resolved within 24 hours after the report from the City, such dispute will be referred to each party's Director-level management for resolution. In the event such Directors cannot resolve the dispute within 24 hours from the referral of the dispute to them, the Company's Director shall escalate the dispute to the Company's Vice President with responsibility over the operations. In the event the Company's Vice President cannot resolve the dispute within 24 hours, the dispute will ultimately be resolved by the Company's Chief Executive Officer.

- (v) Electronic Access. The City agrees to provide the Company with "dumps" as requested and with reasonable support and test time on remote access to the City's computer system to duplicate the problem, certify that the problem is indeed with the Software. The City authorizes the Company to certify that the problem has indeed been fixed.
- (vii) The Company shall respond to the City's-initiated problems in accordance with the following – the City shall identify a problem as one of the following Severity Levels:

SEVERITY LEVEL CLASSIFICATION CRITERIA

Error Severity Level	Determination Criteria
Severity Level 1	<i>Fatal:</i> Errors that meet the following criteria: -Error that prevent all useful work from being done; -Material errors in essential functions for which no work around exists; -Errors that cause a loss of data; or -Any error that permits unauthorized access to personal information or any loss thereof.
Severity Level 2	<i>Severe Impact:</i> Errors that meet the following criteria: -Errors that disable essential functions but for which a work around exists; or -Errors that violate material Specifications.
Severity Level 3	<i>Non-critical:</i> Errors that disable only nonessential functions identified in the Documentation.
Severity Level 4	<i>Minimal Impact:</i> Non-critical problems generally categorized as an enhancement to be prioritized for inclusion in the next version of the Licensed Product.

The Company shall return calls within the time specified in the Licensed Product Maintenance Response Schedule below. Response time will be measured from the time the City requests support by one of the means set forth below.

LICENSED PRODUCT(S) MAINTENANCE RESPONSE SCHEDULE

Error Classification	1 st Level Response	2 nd Level Response	3 rd Level Response
Severity Level 1	3 business hours	1 business day	Next Upgrade
Severity Level 2	8 business hours	3 business day	Next Upgrade
Severity Level 3	2 business days	To be scheduled	As appropriate
Severity Level 4	7 business days	To be scheduled	As appropriate

The Company shall respond according to the following level identification:

LEVEL IDENTIFICATION

Level Identification	Response
1 st Level Response	Acknowledge receipt of Defect report.
2 nd Level Response	Provision of patch, work around, temporary fix, or other temporary resolution of the Defect and documentation of corrections.
3 rd Level Response	Official object code fix incorporated in the Upgrade of the Licensed Product or a code based work around (supported by maintenance) and reflected in the updated Documentation.
Severity Level 1 Error	Within the response time, the Company agrees to assign sufficient support personnel on a 16-hour per day basis to work on the Defect.
Severity Level 2 Error	Within the response time, the Company agrees to assign sufficient support personnel on an eight-hour per day basis to work on the Defect.
To be scheduled	Company should, combined with the City, address the Defect at the next scheduled project review meeting and in good faith agree on a suitable 2 nd Level Response period.

- (vii) The City should supply the Company with reproducible errors in order for the Response Schedule to apply. The manner in which the City reasonably presents to the Company the method or means to reproduce such a reported error shall be determined by the City. For non-reproducible errors, the Company will use reasonable efforts to investigate the error, but will not be bound by the above Licensed Product(s) Response Schedule. The City agrees to furnish the Company with all information and materials requested by the Company that are available and reasonably required for use in replicating, diagnosing and correcting a Licensed Product's problem reported by the City.
- (viii) The Company will provide on-site support upon request from the City when 2nd Level Response times have been exceeded.
- (d) *Updates.* The Company shall provide commercially available Updates to the Licensed Product(s) if and as required to cause it to operate under New Versions or New Releases of the City's operation system(s) as long as such Updates are technically feasible. In the event the City identifies a problem with a Licensed Product and the Company has corrected said problem in a later release of a Licensed Product, City agrees to install the newer release as a resolution to said problem, rather than asking the Company to retrofit the "fix" to an older release of the Licensed Product. The Company shall make available to the City any Updates that include equivalent or derivative version(s) of Licensed Product(s) if the Company develops and markets equivalent or derivative software products.
- (e) *Alternative Support and Maintenance Program Levels.* In the event the Company generally offers alternative Support and Maintenance Program levels for Licensed Product(s) subject to this Contract, the City may, at no conversion charge, convert to an alternative Support and Maintenance Program level, at the City's option. The Company shall notify the City that alternative Support and Maintenance Program levels are available within 90 days of such new alternative. Any credit accruing to the City as a result of converting to an alternate Support and Maintenance Program plan will be applied against future payments due and owing for Support and Maintenance Program.
- (i) *Version for another Operating System.* In the event the Company makes commercially available a version of the Licensed Product(s) that operates under an operating system different than the one originally purchased by the City, the City will have the right at any time to obtain a copy of such version on a 90 day trial basis. At the end of the trial period, the City may;
- (i) retain and continue to use the Version of the Licensed Product licensed hereunder and return the trial Version to the Company, or
 - (ii) retain and use the trial Version in the same manner and to the same extent as the Version originally licensed hereunder, at no additional charge, provided the City returns the originally licensed Version to the Company, or
 - (iii) retain and use both Versions of the Licensed Product, provided the City pays the Company the applicable License Fee for the for the trial Version of the Licensed Product.
- (f) *Other Software.* The Company will not be obligated to provide Support and Maintenance Program for any software other than the Licensed Product(s) delivered to the City. The Company will have no obligation to provide Support and Maintenance Program for Licensed Product(s) that have been customized for the City by any party other than the Company unless the City has obtained prior written acknowledgment from the Company of such modification. Notwithstanding the foregoing, Defect corrections will be provided for modified Licensed Product(s) in the event that the reported error is reproducible in the unmodified Version. In such event, the Company shall correct the Defect(s) in the unmodified Version and the City shall be responsible for the integration of the Defect correction(s) into the modified Version.
- (g) *Suspension of Support and Maintenance Program Fees.* All Support and Maintenance Program fees shall be suspended if a nonconformance with applicable Specifications in a Licensed Product causes a delay of more than 30 days in the City's ability to use the Licensed Product in accordance with the Specifications or User Documentation. If the Support and Maintenance Program fees are paid in advance, then any period of suspension shall be result in an extension of the then applicable Support and Maintenance Program period, thereby extending the term thereof.
- (h) *Non-Conformance to Representations and Warranties.* If the Licensed Product does not conform to the representations and warranties made by the Company in this Contract, or is otherwise defective, the Company shall

correct the errors or nonconformities within ten days of notice from the City. If the Company does not remedy any and all Defects in a Licensed Product within such period, the City may elect to terminate this Contract as to such Licensed Product and any other Licensed Products dependent thereon, and the City will be entitled to return of the License Fees for all such Licensed Product(s). Upon return of the License Fee, the City shall return or destroy the Licensed Product(s) and this Contract will terminate as to such Licensed Product(s).

- (i) *No Suspension of Support and Maintenance Program.* The City will hereafter upon its request, be absolutely entitled to receive Support and Maintenance Program from the Company, and Company shall hereafter be obligated to provide such Support and Maintenance Program until this Contract is terminated pursuant to Paragraph E-3 (Termination for Convenience) and/or E-4 (Termination for Cause) and/or until the dispute resolution procedure in Paragraph E-1 (Disputes) has been completed, notwithstanding any failure or alleged failure of the City to make payments due for Support and Maintenance Program, or any breach or claimed breach by the City of any of its obligations under this Contract

**EXHIBIT D
DELIVERABLE ACCEPTANCE DOCUMENT**

Milestone/Deliverable: _____

Project Name:	Project Number:	Prepared by:	Date:
Dept/Division:	Contact Name:	Sponsor:	Project Phase:

The Deliverable Acceptance Document is the approval document of record for the approval authorities of the project.

☐ **DELIVERABLE APPROVED**

- Sign deliverable acceptance document
- Minor revisions required to the deliverable

Minor revisions	
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☐ **DELIVERABLE NEEDS SIGNIFICANT REWORK AND ACCEPTANCE TO BE RESUBMITTED**

- Resubmit for approval
- Major rework required to the deliverable

Major Rework	
-----------------	--

☐ **DELIVERABLE ACCEPTANCE NOT APPROVED**

- Documents archived for future use and review

City Designated Authority	Signature and Date
Contractor Designated Authority	Signature and Date
Project Manager/Coordinator	Signature and Date
Enterprise Program Manager	Signature and Date

EXHIBIT E

PRICING GUARANTEE



January 13, 2009

Ms. Diane Santiago Corrier
Enterprise Project Manager
City of Las Vegas

Dear Ms. Santiago Corrier :

As a potential Avolve Software client, I want to verify that, ProjectDox is sold to all government agencies at one low, standard government price. The government pricing is a significant discount from the commercial standard rate and has its own price list. Government pricing is the lowest available rate and Avolve Software does not discount ProjectDox software or professional services daily rate below the published government pricing. All government agencies receive the same government rate at all times and therefore we have no need to extend pricing from one jurisdiction to another, as they all receive the same rate based on the current government ProjectDox price list for the items that are procured.

Should you have questions concerning ProjectDox pricing or if you are interested in our deferred payment program which allows you to procure ProjectDox today and not make the first payment for up to ten months please contact Wendy Kotkosky, Director of Sales at 714-377-9077. If you have any questions for me directly, please feel free to contact me at the number below.

We appreciate you considering Avolve Software and our ProjectDox electronic plan review solution and look forward serving you.

Best Regards,

A handwritten signature in black ink, appearing to read "Ronald Loback".

Ronald Loback
President & CEO
Avolve Software
4835 E Cactus Rd, Suite 420
Scottsdale, AZ 85254-3546
602.903-3111

4835 East Cactus Road, Suite 445, Scottsdale AZ 85254
602-482-8334

Exhibit F
Project Change Request Form

Project Change Request (PCR) Form		
PCR# _____ Project Name: _____		
Change Request Initiation: _____ Initiator: _____ Phone #: _____ Application: _____ Module: _____		
Change Type: ☐ New Requirement ☐ Requirement Change ☐ Design Change ☐ Other		
Reason: ☐ Legal ☐ Business ☐ Performance Tuning ☐ Defect		
Priority: ☐ Emergency ☐ Urgent ☐ Routine Date Required: _____		
Change Description: _____ <i>(Detail functional and/or technical information. Use attachment if necessary.)</i>		
		Attachments: Yes/No _____
Reason for Change: _____		
Submitted By: (print name/title)	Signature: _____	Date: __/__/__
Estimated Person Days/Hrs: _____	Estimated Cost Impact: _____	Schedule Impact: _____
Estimates Provided By: (print name/title)	Signature: _____	Date: __/__/__
<u>To Be Completed by Project Manager/Contract Specialist</u>		
Project Team Review Date: _____ Modification Issued: Date _____ C/S Signature: _____ Referred to: _____ Date: __/__/__		
Approvals: Change Approved: _____ Not Approved: _____ Hold (Future Enhancement): _____		
Signature _____		Date: __/__/__
Comments: (Must be completed if change not approved or held.) _____ _____		
Status Updates: _____ Change Completion Date: _____ Actual Schedule Impact: _____ Actual Cost Impact: _____		

INSTRUCTIONS FOR COMPLETING AND PROCESSING THE PCR FORM

This form will be used to request changes to a Project's development/implementation. The form is appropriate for all stages in the Project Plan. All change requests will be evaluated and will require approvals. A Project Change Request (PCR) shall contain only one change item. A separate PCR shall be completed for each requested change. The form is a tool for initiating, evaluating, and tracking project change control requests. Approval of a PCR is preliminary in nature. Final approval, evidenced by a contract modification issued by Purchasing and Contracts is required prior to proceeding with work identified in the PCR.

The form may be submitted by either the Vendor or City personnel to the City's designated Project Manager. The Project Manager will review the form for completeness and ensure that time-lines and cost estimates are completed by the appropriate party. All requests will be reviewed by the Project Team at their regularly scheduled meetings, unless the urgency of the request necessitates an emergency meeting of the Project Team or immediate referral to another group. The Project Team may refer any request to another group for advise or additional information. The Project Manager will sign the form when a preliminary determination on the request is made. All stages of review will be documented. After the Contract Modification has been executed, the Project Manager will complete the remaining section to track actual results.

(Initiators/Submitters: Complete the Shaded Areas)

FIELD

DEFINITION

PCR #: A sequential number beginning with project identifier letters (e.g., DSC001). **The numbers will be assigned and controlled** by the City's designated Project Manager or designee, and tracked by project. Initiators will be notified as to the specific PCR numbers assigned.

CHANGE REQUEST INITIATION: Information about the initiator of the change request, and the impacts of the change.

Originator: Name of person initiating the PCR.
Phone #: Phone number of originator.
Date Submitted: Date PCR submitted to PM.
Application: List full name of software application system and acronym.
Module: List full name of module/Interface/component/service to be changed.

CHANGE TYPE: Type of change being requested. Place an "X" in the appropriate area. Specify other.

New Requirement: Requirement was not identified in original specifications. **NOTE:** A determination that the requested change is within the scope of the original contract must be made by Purchasing and Contracts, prior to further consideration.

Requirement Change: Requirement needs to be altered.

Design Change: Original design needs to be changed.

Other: Indicates other than above change types. Specify in the **CHANGE DESCRIPTION** area.

REASON: Place an "X" in the appropriate area.

Legal: Mandated by changes in Federal, State, or local regulations and laws.

Business: Mandated by City business and policy; (e.g. Failure to perform, Show Cause, Termination Action, Disputes, Funding change greater than +/- 10%.

Performance: Change(s) required to improve application usability (e.g., improved screen layout, conversions), or platform/operating software performance.

Defect: A problem with a system/application that requires a change (e.g., program error).

PRIORITY: Ranking to identify action or response to a PCR. Place an "X" in the appropriate area.

Emergency: A change in operational characteristics that, if not accomplished without delay, will impact system operability.

Urgent: A change that, if not accomplished promptly (e.g., prior to the next production cycle), will impact system effectiveness.

Routine: A change that can be planned, scheduled, and prioritized.

Date Required: The date the change is needed.

CHANGE DESCRIPTION: Detailed functional and/or technical information about the change. Use an attachment necessary, to provide adequate detail or supporting documentation (e.g., statement of new requirement).

ATTACHMENTS: If attachments are included, circle "Yes," if not, circle "No."

REASON FOR CHANGE: Prepare a brief justification identifying the basis for initiating the PCR and the expected benefits. Use this area of the form if sufficient space is available; otherwise, use an attachment. Assist the appropriate personnel in ranking priorities.

SUBMITTED BY: Print name and title of the individual authorized to submit this form. The level of authority is identified in the Project Charter. Sign and date the form prior to submittal to the City's Project Manager. In some cases, the Submitter will need to refer the form to someone on their team to complete timelines and cost information in the following section.

Time estimates, schedule impact and cost impacts are to be completed by the individual best qualified to complete this section. For example, the vendor will provide this information when delays in Project are incurred as a result of a delay by the Vendor. The City's Project Manager or designated technical expert may complete this section when the delay is caused by an action of the City.

TIME ESTIMATES: Indicate impact change request will have on the project schedule by completing the appropriate information.

The City's Project Manager and/or Contracts Specialist complete the remainder of this form and act as the Project Team's representative in documenting the action taken by the Project Team.

Project Team Date: Enter the date the request was reviewed by the Project Team. Enter Not Applicable if the request **Review Date** is forwarded to another group and provide reason for referral in Comments section. Enter date request is forwarded.

Referred To: Enter the group or committee the request is forwarded to and the date it was forwarded.

Approvals: Enter the date a preliminary decision was made on the request. Explain requests not approved or held in abeyance in comments section.

Signature: The City's Project Manager signs and dates the form when the preliminary approval process is completed. The Contracts Specialist signs and dates the form when the modification is issued.

Comments: Use this section to document referrals made, reasons why requests are not approved or held in abeyance, refer to meeting date minutes where the item was discussed or any significant developments which need to be recorded. **Note:** The information located in the Comments is for quick reference only and does not replace documentation and justifications required by this process.

Status Updates: Enter dates when follow-up action is to be taken by the Project Manager or Contracts Specialist. Examples include follow-up dates after referrals, follow-up dates after completion, etc.

Change Completion Date: Enter the date approved change was completed.

Actual Schedule Impact: Enter the amount of time project plan was impacted by change.

Actual Cost Impact: Enter the actual cost impact as a result of the change.

Exhibit G Preliminary Project Plan

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
0	Project Dox Preliminary Project Plan	201.13 days	0%	9/27/10	11/21/11		
1							
2	Kick Off Meeting	9.63 days	0%	9/27/10	10/8/10		
3	Review scope and expectations for project	1 hr	0%	9/27/10	9/27/10		
4	Review implementation methodology	1 hr	0%	9/27/10	9/27/10		
5	Equipment and Configuration Checklist	1 hr	0%	9/27/10	9/27/10		
6	Security Requirements	1 hr	0%	9/27/10	9/27/10		
7	Discovery Planning & Development	2.5 days	0%	9/27/10	9/29/10	6	
8	Discovery Public Works	2.5 days	0%	9/30/10	10/4/10	7FS+0	
9	Discovery Building & Safety	2 days	0%	10/4/10	10/8/10	8	
10	Discovery Fire Prevention	0.5 days	0%	10/8/10	10/8/10	9FS-0	
11	Discovery Export from Hansen and GIS	0.5 days	0%	10/7/10	10/7/10	10FS+	
12	Discovery Customer and Internet	0.5 days	0%	10/7/10	10/8/10	11	
13	Discovery City Clerk & Site Interface	0.5 days	0%	10/8/10	10/8/10	11FS+	
14	Wrap up and identification of tasks	0.5 days	0%	10/8/10	10/8/10	13FS+	
15	Order Equipment	30 days	0%	9/27/10	11/8/10	5	
16	Requirements Document	13 days	0%	11/8/10	11/28/10		
17	Draft requirements	4 days	0%	11/8/10	11/12/10	15	
18	Team Review	5 days	0%	11/12/10	11/18/10	17	
19	Revisions	2 days	0%	11/18/10	11/23/10	18	
20	Final Document Review	2 days	0%	11/23/10	11/28/10	18	
21	Acceptance of Requirements	0 days	0%	11/28/10	11/28/10	20	
22	Updated Project Plan	0 days	0%	12/1/10	12/1/10	21FS+	
23	Server and Software Installation	21 days	0%	12/6/10	1/13/11		
24	Installation and configuration of Test	21 days	0%	12/6/10	1/13/11		
25	Confirm configuration setup	1 day	0%	12/8/10	12/7/10	21FS+	
26	Software Installation	3 days	0%	12/7/10	12/10/10	25	
27	Installation Documentation	1 day	0%	12/7/10	12/8/10	25	
28	Validation Testing	3 days	0%	12/10/10	12/15/10	26	
29	Install Configuration for Process 1	1 day	0%	1/12/11	1/13/11	42	
30	Acceptance of Test Installation	0 days	0%	1/13/11	1/13/11	26	
31	Desktop Configuration	50 days	0%	11/8/10	1/28/11		
32	Configure & install Planning monitors	10 days	0%	11/8/10	11/22/10	15	
33	Configure & install Public Works monitors	10 days	0%	11/22/10	12/8/10	32	
34	Configure & install Building & Safety monitors	10 days	0%	12/8/10	12/22/10	33	
35	Configure & install Fire Prevention monitors	10 days	0%	12/22/10	1/14/11	34	

ID	Task Name	Duration	% Complete	Start	Finish	Preced	Resource Names
36	Configure & install meeting room/express room mc	10 days	0%	1/4/11	1/28/11	36	
37	Configuration and Development Process 1	74 days	0%	1/29/10	3/22/11		
38	Development	25 days	0%	1/29/10	1/12/11		
39	Workflow Configuration	25 days	0%	1/29/10	1/12/11	21	
40	Forms and Custom Form Development	25 days	0%	1/29/10	1/12/11	21	
41	Forms and Knowledge Views	25 days	0%	1/29/10	1/12/11	21	
42	Preliminary Process Flow Charts	25 days	0%	1/29/10	1/12/11	21	
43	Training Testers and Trainer	4 days	0%	1/12/11	1/18/11		
44	Tester training	2 days	0%	1/12/11	1/14/11	42	
45	Train the Trainer	2 days	0%	1/14/11	1/18/11	44	
46	End User Testing	35 days	0%	1/18/11	3/8/11		
47	Test Workflow configuration	5 days	0%	1/18/11	1/25/11	45	
48	Test Forms and Custom Forms	5 days	0%	1/25/11	2/1/11	47	
49	Test Forms and Knowledge Views	5 days	0%	2/1/11	2/8/11	48	
50	Test Process Flow Charts	5 days	0%	2/8/11	2/15/11	49	
51	Debug	5 days	0%	2/15/11	2/22/11	50	
52	Retesting	10 days	0%	2/22/11	3/8/11	51	
53	Policies and Procedures Development	10 days	0%	3/8/11	3/22/11	52	
54	Interfaces	35 days	0%	3/8/11	4/26/11	11	
55	Database Triggers from SIRE export	7 days	0%	3/8/11	3/17/11	52	
56	Database Triggers for SIRE export	7 days	0%	3/17/11	3/28/11	55	
57	Installation	1 day	0%	3/28/11	3/28/11	56	
58	End User Testing	10 days	0%	3/28/11	4/12/11	57	
59	Debugging	5 days	0%	4/12/11	4/16/11	58	
60	Retesting	5 days	0%	4/16/11	4/26/11	59	
61	Accept configuration and development	0 days	0%	4/26/11	4/26/11	60	
62	Technical training	8 days	0%	4/26/11	5/6/11	61	
63	System Administrator Training	1 day	0%	4/26/11	4/27/11	59	
64	Project Administrator Training	2 days	0%	4/27/11	4/29/11	63	
65	Technical Workflows development training	5 days	0%	4/29/11	5/6/11	64	
66	Deploy to Production	26 days	0%	5/6/11	6/13/11		
67	Retesting of Process 1 and exports	10 days	0%	5/6/11	5/20/11	62	
68	Acceptance of Interfaces	0 days	0%	5/20/11	5/20/11	67	
69	Accept Process Flow Charts	0 days	0%	5/20/11	5/20/11	67	
70	Accept Configuration/Design documentation	0 days	0%	5/20/11	5/20/11	67	
71	Accept Forms and Custom Forms	0 days	0%	5/20/11	5/20/11	67	

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
72	Accept Forms and Knowledge Views	0 days	0%	5/20/11	5/20/11	67	
73	Accept Policies and Procedures Guides	0 days	0%	5/20/11	5/20/11	67	
74	Accept Responsibility Matrix	0 days	0%	5/20/11	5/20/11	67	
75	Accept Production Migration Plan	0 days	0%	5/20/11	5/20/11	67	
76	Acceptance of Policies and Procedures	0 days	0%	5/20/11	5/20/11	67	
77	Acceptance of Training Documents	0 days	0%	5/20/11	5/20/11	67	
78	Acceptance of Process 1	0 days	0%	5/20/11	5/20/11	67	
79	Test to Production Migration Plan	3 days	0%	5/20/11	5/25/11	78	
80	Train end users	11 days	0%	5/20/11	6/6/11	67	
81	Train Customers	1 day	0%	6/6/11	6/7/11	80	
82	Go Live	0 days	0%	6/6/11	6/6/11	80	
83	Post Production Support	5 days	0%	6/6/11	6/13/11	82	
84	Configuration and Development Process 2	70 days	0%	6/13/11	9/19/11		
85	Development	20 days	0%	6/13/11	7/11/11		
86	Workflow Configuration	20 days	0%	6/13/11	7/11/11	83	
87	Forms and Custom Form Development	20 days	0%	6/13/11	7/11/11	83	
88	Forms and Knowledge Views	20 days	0%	6/13/11	7/11/11	83	
89	Preliminary Process Flow Charts	20 days	0%	6/13/11	7/11/11	83	
90	End User Testing	35 days	0%	7/11/11	8/29/11		
91	Test Workflow configuration	5 days	0%	7/11/11	7/18/11	89	
92	Test Forms and Custom Forms	5 days	0%	7/18/11	7/25/11	91	
93	Test Forms and Knowledge Views	5 days	0%	7/25/11	8/1/11	92	
94	Test Process Flow Charts	5 days	0%	8/1/11	8/8/11	93	
95	Debug	5 days	0%	8/8/11	8/16/11	94	
96	Releasing	10 days	0%	8/16/11	8/28/11	95	
97	Deploy to Production	25 days	0%	8/16/11	9/19/11		
98	Policies and Procedures Development	10 days	0%	8/16/11	8/29/11	95	
99	Accept Process Flow Charts	0 days	0%	8/29/11	8/29/11	98	
100	Accept Configuration/Design documentation	0 days	0%	8/29/11	8/29/11	98	
101	Accept Forms and Custom Forms	0 days	0%	8/29/11	8/29/11	98	
102	Accept Forms and Knowledge Views	0 days	0%	8/29/11	8/29/11	98	
103	Accept Policies and Procedures Guides	0 days	0%	8/29/11	8/29/11	98	
104	Accept Responsibility Matrix	0 days	0%	8/29/11	8/29/11	98	
105	Accept Production Migration Plan	0 days	0%	8/29/11	8/29/11	98	
106	Acceptance of Policies and Procedures	0 days	0%	8/29/11	8/29/11	98	
107	Acceptance of Training Documents	0 days	0%	8/29/11	8/29/11	98	

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
108	Acceptance of Process 2	0 days	0%	8/29/11	8/29/11	98	
109	Train end users	10 days	0%	8/29/11	9/12/11	98	
110	Train Customers	1 day	0%	9/12/11	9/13/11	100	
111	Migrate to Production	1 day	0%	8/29/11	8/30/11	108	
112	Go Live	0 days	0%	8/12/11	9/12/11	109	
113	Post Production Support	5 days	0%	8/12/11	9/19/11	112	
114							
115	Configuration and Development Process 3	60 days	0%	8/29/11	11/21/11		
116	Development	20 days	0%	8/29/11	9/26/11		
117	Workflow Configuration	20 days	0%	8/29/11	9/28/11	108	
118	Forms and Custom Form Development	20 days	0%	8/29/11	9/28/11	108	
119	Forms and Knowledge Views	20 days	0%	8/29/11	9/26/11	108	
120	Preliminary Process Flow Charts	20 days	0%	8/29/11	9/28/11	108	
121	End User Testing	35 days	0%	9/28/11	11/14/11		
122	Test Workflow configuration	5 days	0%	9/28/11	10/3/11	120	
123	Test Forms and Custom Forms	5 days	0%	10/3/11	10/10/11	122	
124	Test Forms and Knowledge Views	5 days	0%	10/10/11	10/17/11	123	
125	Test Process Flow Charts	5 days	0%	10/17/11	10/24/11	124	
126	Debug	5 days	0%	10/24/11	10/31/11	125	
127	Retesting	10 days	0%	10/31/11	11/14/11	126	
128	Deploy to Production	15 days	0%	10/31/11	11/24/11		
129	Policies and Procedures Development	5 days	0%	10/31/11	11/7/11	126	
130	Accept Process Flow Charts	0 days	0%	11/7/11	11/7/11	129	
131	Accept Configuration/Design documentation	0 days	0%	11/7/11	11/7/11	129	
132	Accept Forms and Custom Forms	0 days	0%	11/7/11	11/7/11	129	
133	Accept Forms and Knowledge Views	0 days	0%	11/7/11	11/7/11	129	
134	Accept Policies and Procedures Guides	0 days	0%	11/7/11	11/7/11	129	
135	Accept Responsibility Matrix	0 days	0%	11/7/11	11/7/11	129	
136	Accept Production Migration Plan	0 days	0%	11/7/11	11/7/11	129	
137	Acceptance of Policies and Procedures	0 days	0%	11/7/11	11/7/11	129	
138	Acceptance of Training Documents	0 days	0%	11/7/11	11/7/11	129	
139	Acceptance of Process 3	0 days	0%	11/7/11	11/7/11	129	
140	Train end users	5 days	0%	11/7/11	11/14/11	129	
141	Train Customers	1 day	0%	11/14/11	11/15/11	140	
142	Migrate to Production	1 day	0%	11/7/11	11/8/11	139	
143	Go Live	0 days	0%	11/14/11	11/14/11	140	

ID	Task Name	Duration	% Complete	Start	Finish	Pradec	Resource Names
144	Post Production Support	5 days	0%	11/14/11	11/21/11	143	