



ADDENDUM

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 11, 2011

CORRECTION TO AGENDA:

5. Public Comment

6. Appointments

ADDITION TO CONSENT:

7K. Analysis of Request for Proposals (RFP) for Retrofitting Sewer Televising Vehicle S-39. (Recommend that the RFP to retrofit the Sewer Televising Vehicle S-39 be awarded to Coe Equipment, Inc. in the amount of \$98,508, and the Purchasing Agent be authorized to issue a Purchase Order for same.)

FOR COUNCIL: April 11, 2011

SUBJECT: Analysis of Request for Proposals (RFP) for Retrofitting Sewer Televising Vehicle S-39

RECOMMENDATION: That the RFP to retrofit the Sewer Televising Vehicle S-39 be awarded to Coe Equipment, Inc. in the amount of \$98,508, and the Purchasing Agent be authorized to issue a Purchase Order for same.

BACKGROUND: This vehicle is used by the Public Works Department's Streets and Sewers Division to televise storm, sanitary and combined sewer lines as a means of detecting issues with same. Sewer Televising Vehicle S-39 contains electronic equipment which was originally installed when the vehicle was purchased new in 2000. Though this vehicle is mechanically sound and in good working order, the sewer televising components have been experiencing severe operational problems. This malfunctioning equipment has prevented the vehicle from being used for the past eighteen (18) months.

RFP's for this equipment were received on March 16, 2011, at 2:00 PM. The overall scope included:

1. Replacement of all interior sewer televising equipment;
2. Training for personnel responsible for operating this equipment;
3. Total cost of all software expenses for the next five (5) years; and
4. Replacement of all software needed for properly recording the sewer televising operations.

The results of the request for proposals returned are:

Vendor	Net Price
Coe Equipment, Rochester, IL	\$98,508
E J Equipment, Manteno, IL	\$103,000
Key Equipment & Supply Co, Bridgeton, MO	\$148,079

Staff analyzed the proposals and found them to be in order. The original estimate for this equipment was \$99,000. Staff respectfully requests that the Council accept the proposal in the amount of \$98,508 from Coe Equipment for the retrofitting of sewer televising vehicle S-39, including the replacement of all interior sewer televising related equipment, training for personnel responsible for operating this equipment, the total cost of all software expenses for the next five (5) years, and the purchase and installation of the software needed to properly record sewer televising operations.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was placed in the Pantagraph on February 17, 2011 and also placed on the City's web site. Seven (7) RFPs were emailed to vendors. A pre-proposal meeting was held on Friday, February 25, 2011, staff and two (2) vendors were in attendance. Three (3) vendors submitted an RFP.

FINANCIAL IMPACT: This equipment will require payment of \$98,508 from Sewer Fund, X52100-72190. There is \$99,000 in the Public Works Department's Fiscal Year 2011 Capital Equipment budget. Although the fund had a negative unrestricted net asset balance of (\$4,458,208) as of April 30, 2010, staff projections show this deficit trending in a positive direction. The total cost of annual software renewal fees and customer service agreements for the next five (5) years has been included in the net price of this RFP.

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Recommended by:

Jim Karch, P.E., CFM
Director of Public Works

Timothy Ervin
Director of Finance

David A. Hales
City Manager

Motion: That the RFP to retrofit the Sewer Televising Vehicle S-39 be awarded to Coe Equipment, Inc. in the amount of \$98,508, and the Purchasing Agent be authorized to issue a Purchase Order for same.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Stearns				Alderman McDade			
Alderman Mwilambwe				Alderman Anderson			
Alderman Hanson				Alderman Schmidt			
Alderman Sage				Alderman Fruin			
Alderman Purcell							
				Mayor Stockton			



ADDENDUM II

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 11, 2011

ADDITION TO CONSENT:

- Item 6B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum with Attachment 2.*

REMOVED FROM CONSENT:

- Item 7I. Ordinance Amending Chapter 38, Section 167.2 of the Bloomington City Code (Sidewalk Café). (Recommend that the Text Amendment be approved and the Ordinance passed.)

CORRECTION TO REGULAR:

- Item 9E. Analysis of Proposals for Citywide Time Keeping and Scheduling System. (Recommend that the proposal in the amount of \$309,994 from Empower Software Solutions be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *Attachment 1. Contract*

FOR COUNCIL: April 11, 2011

SUBJECT: Bills and Payroll

RECOMMENDATION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

FINANCIAL IMPACT: Total disbursements to be approved \$3,120,387.31, (Payroll total \$1,516,808.79, and Accounts Payable total \$1,603,578.52).

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Timothy Ervin
Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK’S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Stearns				Alderman McDade			
Alderman Mwilambwe				Alderman Anderson			
Alderman Hanson				Alderman Schmidt			
Alderman Sage				Alderman Fruin			
Alderman Purcell							
				Mayor Stockton			

City of Bloomington Finance Report

Fiscal Year : 2011

Payroll

<u>Date</u>	<u>Amount \$\$\$\$\$</u>
04/02/2011	\$201,418.00
04/09/2011	\$1,315,390.79
04/10/2011	
Total	<u><u>\$1,516,808.79</u></u>

Accounts Payable

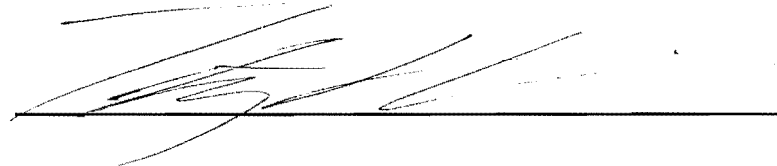
<u>Date</u>	<u>Amount \$\$\$\$\$</u>
From 03/29/2011 To 04/11/2011 Accounts Payable	\$711,789.76
From 03/29/2011 To 04/11/2011 Wire Transfer	\$610,322.76
From 03/29/2011 To 04/11/2011 P-Card Transfer	\$281,466.00
Total	<u><u>\$1,603,578.52</u></u>

Total Disbursements To Be Approved

\$3,120,387.31

Council Of April 11, 2011

Respectfully,



Timothy L. Ervin
Finance Director



END USER AGREEMENT

This End User Agreement (this "End User Agreement") shall be effective upon the execution of the Order by the Company and the Customer identified on the Order (the "Customer") and is incorporated by reference into any such Order. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions.

(a) *Agreement*. "Agreement" means this End User Agreement and the Order, and all schedules and exhibits hereto or thereto.

(b) *Basic Support*. "Basic Support" means unlimited telephone support for Registered End Users during Normal Business Hours.

(c) *Class A Order*. "Class A Order" means an Order totaling not more than five hundred dollars (\$500.00).

(d) *Class B Order*. "Class B Order" means an Order totaling more than five hundred dollars (\$500.00) but less than five thousand dollars (\$5,000.00).

(e) *Class C Order*. "Class C Order" means an Order totaling five thousand dollars (\$5,000.00) or more.

(f) *Confidential Information*. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) that is of value to the disclosing party and not generally known. Confidential Information includes, without limitation, software and related documentation, technical and business information relating to inventions or products, research and development, intellectual property, know-how, trade secrets, pricing information, production processes, finances, customers, marketing, present or future business plans, and any other information that is identified as confidential by the disclosing party or that the receiving party should reasonably know to be confidential based on the circumstances. Notwithstanding the above, the term "Confidential Information" shall not include any information that is: (i) available from public sources or in the public domain, through no fault of the receiving party; (ii) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; (iii) readily discernible from publicly-available products or literature; (iv) approved for disclosure by prior written permission of an authorized officer of the disclosing party; or (v) required to be disclosed under any law, governmental rule or regulation or court order.

(g) *Extended Support*. "Extended Support" means Basic Support and unlimited remote support for Registered End Users via WebInteractive or similar remote support software during Normal Business Hours, which Extended Support is only available to Customers that have access to the Internet.

(h) *Hardware Products*. "Hardware Products" means those Company hardware products described in the Order.

(i) *Normal Business Hours*. "Normal Business Hours" means 7:00 a.m. to 5:00 p.m., [MT], Monday through Friday, excluding holidays.

(j) *Order*. "Order" means the Company's Order Form referenced above and executed by and between the Company and the Customer and detailing certain Hardware Product and Software Products to be provided by the Company to the Customer pursuant to the terms herein, which Order Form shall be proposed by the Company, signed by the Customer, and approved, accepted and countersigned by the Company at its corporate office in Orlando, Florida.

(k) *Products*. "Products" means all of the Company Hardware Products and Software Products described in the Order.

(l) *Registered End User*. "Registered End User" means any person identified in the Order as a person authorized to contact the Company directly for Basic Support or Extended Support on behalf of the Customer.

(m) *Representative*. "Representatives" means those officers, directors, employees, or other affiliates, agents, or representatives (including financial advisors, accountants, and attorneys) of a party to the

Agreement who need to know Confidential Information for the purpose of performing or administering the Agreement.

(n) *Services*. "Services" means all of the Company support services described in the Order.

(o) *Software Products*. "Software Products" means those Company software products described in the Order and governed by this End User Agreement.

2. Scope.

This End User Agreement shall govern the purchase of all Hardware Products, the licensing of all Software Products, and the performance of all Services identified as being governed hereby on the Order. The Order shall be deemed subject to the terms of this End User License, whether or not such Order specifically references this End User Agreement. Third party products are subject to the license, warranty, and available service as such third-party supplier allows the Company to pass through or assign to the Customer.

The parties acknowledge that any Products and Services ordered or delivered pursuant to the Agreement are for final end use by the Customer and are not sold to the Customer for distribution and/or resale to third parties. The Customer certifies that, unless otherwise specifically agreed in writing, no resale or redistribution of the Products is intended or contemplated prior to end use of the Products by the Customer.

3. License.

(a) *Grant of License*. Subject to the terms and conditions set forth herein, the Company grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable, and perpetual license to use, solely for the Customer's own internal business purposes within the United States and solely in conjunction with hardware supplied or approved by the Company, the Software Products described in the Order.

(b) *License Restrictions*. The Customer is prohibited from modifying any part of the Software Products (other than by means of the intended use of the Software Products), and the Customer shall not reverse engineer, decompile, recompile, or disassemble the Software Products, or any part thereof, nor attempt to do any of the foregoing nor cause or permit any third party to do or attempt to do any of the foregoing. The Customer shall not copy or duplicate, or permit anyone else to copy or duplicate the Software Products; provided, however, the Customer shall be permitted to make one (1) copy of each Software Product for disaster recovery purposes utilizing the Customer's customary disaster recovery procedures.

4. Order; Fees and Expenses; Refunds.

(a) *Order*. The Order shall be proposed by the Company, signed by the Customer and approved, accepted and countersigned by the Company at its corporate office in Orlando, Florida, and shall constitute a sale and/or license of the Products and Services described therein, incorporating by reference all of the terms and conditions set forth herein. The Order shall set forth number of Registered End Users of the Software Products described in such Order. The Order shall be deemed an offer by the Customer to buy or license the Products and Services set forth therein, as applicable. The Customer shall ensure that the terms of the Order are complete and accurate. The Company shall not be bound by any proposal or quotation given by it with respect to any of its products or services until the Order therefor has been approved, accepted and countersigned by the Company.

(b) *Fees and Taxes*. Unless otherwise set forth in the Order, all amounts due pursuant to the Order or hereunder are payable in U.S. funds and shall be exclusive of taxes (including, without limitation, any added

End User Agreement

value, use, sales, or similar tax). The Customer shall pay all such taxes and shall hold the Company harmless therefrom. However, if the Company, in its sole discretion, chooses to make any such payment, the Customer shall reimburse the Company in full upon demand therefor. All transactions pursuant to the Agreement shall be considered taxable unless the Customer provides the Company with appropriate verification of exemption.

(c) *Costs and Expenses.* The Customer shall reimburse the Company for its reasonable and necessary expenses (including travel, travel-related, and shipping expenses) at cost, provided that such expenses are authorized in advance by the Customer.

(d) *Refunds.* The Company's refund policy is limited to returns of Products in salable condition, which Products must be returned within thirty (30) days of their shipment and must be accompanied by a Return Merchandise Authorization number issued upon the request of the Customer by the Company's corporate office; provided, however, no return will be permitted nor credit be granted for (i) custom employee identification badges or standard identification badges; (ii) travel or shipping costs incurred, whether or not the Customer has paid the Company for such costs; or (iii) professional services rendered by the Company. Returns of all Products are subject to a restocking fee equal to twenty percent (20%) of the price of the returned Product as set forth in the Order.

5. Invoices; Payment Terms; Shipping.

(a) *Invoices.* With respect to the Order, the Customer shall be invoiced within five (5) business days following the approval and acceptance of such Order by the Company. With respect to other costs, expenses, and taxes payable pursuant to Section 4 but not previously reflected on the Order, the Customer shall be invoiced monthly in arrears for all such amounts, and payments shall be due within fifteen (15) days of the invoice date, unless otherwise noted on the invoice.

(b) *Payment Terms.*

(i) Amounts due pursuant to a Class A Order shall be paid by the Customer via cash or credit card prior to the shipment of the Products or the provision of the Services described therein.

(ii) Amounts due pursuant to a Class B Order shall, upon credit approval, which approval shall be determined by the Company in its sole discretion, be paid by the Customer within thirty (30) days of the shipping date of the Products or the provision of Services described in such Class B Order, provided that, if there is more than one (1) shipping date or service date, any amounts payable shall be due within thirty (30) days after the shipping date or service date of the last Product or Service required to be shipped or provided thereunder.

(iii) With respect to amounts due pursuant to a Class C Order, the Customer shall, prior to the shipment of the Products or provision of the Services described therein, pay to the Company a deposit equal to seventy-five percent (75%) of the of the total fees associated therewith (not including professional services, travel related, or shipping expenses) (the "Deposit"). The Deposit shall be made by the Customer in the form of a company check, credit card, or wire transfer. Within ten (10) business days of receiving the Deposit, the Company shall apply the Deposit to the total amount due in respect of the Class C Order and shall provide to the Customer an updated invoice reflecting the remaining balance due with respect to the Class C Order following application of the Deposit. Such remaining balance shall be paid by the Customer within thirty (30) days of the shipping date or service of the Products or Services described in such Class C Order; provided that, if there is more than one (1) shipping date or service date, any amounts payable shall be due within thirty (30) days after the shipping date or service date of the last Product or Service required to be shipped or provided thereunder.

(iv) Notwithstanding the foregoing, payments with respect to the Order on an account that is thirty (30) days or more past due shall be payable in full, together with any applicable charges imposed pursuant to Section 5(c) below, by company check, credit card, or wire transfer prior to shipment of the Products described therein.

(v) All professional services, travel related, and shipping expenses will be billed separately as incurred and shall be payable by the Customer within fifteen (15) days of the date of the invoice.

(vi) Any exceptions to the payment or shipping terms set forth in this Section 5 shall be noted on the Order and accepted and approved by the Company.

(c) *Past Due Accounts.* All past due amounts shall be subject to a late charge equal to five percent (5%) of the amount past due (the "Late Charge"). In addition to the Late Charge, default interest shall accrue upon all amounts more than sixty (60) days past due at the rate of one and

one half percent (1½%) per month, or the maximum rate allowed by law, whichever is less.

(d) *Security Interest.* With respect to Products shipped pursuant to an Order which is not paid in full prior to such shipment, the Customer hereby grants to the Company a purchase money security interest in and to the Products and proceeds thereof and all substitutions therefor to secure payment of all amounts due on such Order, until such amounts are paid in full. The Customer agrees that it cannot transfer, sell, or in any way encumber the Products. The Customer agrees that no Hardware Product shall constitute a fixture and agrees not to allow any other party to file any lien or security interest on the Products. Upon demand by the Company, the Customer agrees to deliver to the Company any and all financing statements under the Uniform Commercial Code or state law, and any other documents the Company demands to perfect or record the Company's security interest in the Products. The Customer grants to the Company, its agents, employees, and contractors an irrevocable license at any time to enter any premises where the Products may be stored in order to inspect such products, or where the Customer's right to possession has been terminated pursuant to the terms herein, to remove it. All costs incurred by the Company in repossessing the Products shall be borne by the Customer. If the Company repossesses the Products prior to payment by the Customer of all amounts due hereunder, the Company may sell all or any portion of the Products, AS IS, WHERE IS, free and clear of all rights of the Customer at either public or private sale, and apply the proceeds (after deducting expenses of the sale) to the obligations of the Customer hereunder. The Customer shall remain liable for any deficiency. The Company may dispose of the Products in any commercially reasonable place and manner, and the Customer waives any notice of time, place, and manner of sale.

(e) *Shipping.* All shipping shall be FOB shipping point, standard Federal Express Ground, unless otherwise provided in the Order. Title to Hardware and risk of loss shall pass to the Customer upon delivery of the Hardware Products to the carrier by the Company. The Customer shall be responsible for transportation charges to the Customer's location.

6. Software Installation; Support.

(a) *Software Installation.* Where the Order calls for installation of Software Products by the Company, the Company will perform the same in accordance with all applicable mandatory codes and regulations and according to a mutually agreeable installation schedule. The Customer shall be responsible for any required permits for the Customer's facility necessary for the installation of any Software Products. Installation shall include the performance of the Company's standard tests to ensure performance of the Software Products in accordance with each Software Product's applicable specifications and documentation.

(b) *Basic Support.* Provided that the Customer has paid all amounts required by the Agreement, the Company shall provide Basic Support in connection with all Software Products set forth in the Order for a period of thirty (30) days after the date of the Order ("Basic Support Term").

(c) *Extended Support.* The Customer may purchase, at the time it places the Order, Extended Support for the Software Products covered by such Order for a period of one (1) year following expiration of the Basic Support Term. Thereafter, Extended Support shall continue on an annual basis, at the Company's then current rates, unless the Customer notifies the Company in writing of its intent not to renew Extended Support at least thirty (30) days prior to the expiration of the then-current annual Extended Support term. Termination of Extended Support will not act as a termination of licenses granted hereunder.

(d) *Limitations on Support.* Neither Basic Support nor Extended Support shall cover (i) problems resulting from (A) fire, flood, or other catastrophe, accident, misuse, or negligence; (B) modification of a Product by the Customer or any third party; (C) computer hardware failures; or (D) custom software modifications; or (ii) training of new systems operators or retraining of existing systems operators, which training or retraining may be purchased separately by the Customer pursuant to Section 7 hereof and shall be conducted on site by a factory-trained Company installer or in classes held periodically at the Orlando, Florida offices of the Company.

7. Additional Services.

For any additional professional services, such as custom development, integration, training, or other services, the parties shall prepare and detail such services and deliverables to be provided on the Order. Unless the parties agree otherwise, such services shall be provided at, and in accordance with, the Company's then-current time, expense and materials rates, terms and policies. Such rates, terms and policies are subject to change, unless otherwise agreed to in writing by the Company. Copies of

End User Agreement

current applicable rates, terms, and policies will be provided upon request.

8. Customer Obligations.

In addition to the other obligations set forth herein:

(a) The Customer agrees that it may only use the Products provided pursuant to the Order in accordance with the terms of the Agreement.

(b) Access to and the license to use all Software Products will end upon termination of the Agreement, and the Customer agrees that all software rights remain the sole and exclusive property of the Company.

(c) The Customer agrees that it shall be solely responsible for compliance with all applicable laws in connection with the Products provided by the Company.

(d) The Customer agrees that the Company may require access to the Customer's computer systems to assist in configuration and to provide ongoing support, and the Customer hereby consents to such access by the Company.

(e) The Customer acknowledges and agrees that the Company's agents, employees, and contractors are not allowed to make any contractually binding representations concerning the Products. In entering into the Order, the Customer acknowledges that it has not relied on, and waives any claim for breach of, any such representations which have not been confirmed in writing by a representative of the Company.

(f) The Customer agrees that the time for payment of any amounts due under the Agreement shall be the essence of the Agreement.

9. Ownership of Intellectual Property.

All title to, ownership of, and all proprietary rights (including, but not limited to, patent rights, copyrights, trade secrets, and other intellectual property rights) in and to the Software Products, other than the limited rights expressly granted to the Customer herein, shall remain vested in the Company. The Customer shall not, and shall not permit others to: copy, translate, modify, create derivative works from, reverse engineer, decompile, recompile, disassemble, encumber or otherwise use the Software Products, except as specifically authorized under the Agreement. All appropriate copyright and other proprietary notices and legends shall be retained on all Software Products supplied by the Company, and the Customer shall maintain and reproduce such notices on any full or partial copy permitted to be made. Notwithstanding any other provision of the Agreement, failure by the Customer, its agents, employees, or contractors to comply with the terms of this Section 9 shall be deemed a material breach, entitling the Company to terminate this End User Agreement and all privileges with respect to the Software Products, and to obtain injunctive and other relief necessary to protect the Company from any potential damage resulting from such breach. The Customer shall not challenge the Company's ownership of the Software Products nor any part thereof.

10. Termination; Force Majeure.

(a) *Termination For Cause.* The occurrence of any of the following acts or events shall constitute material breach of the Agreement, entitling the non-breaching party to terminate the Agreement: (i) if the other party fails to substantially perform any of its material obligations under the Agreement and does not cure such failure (or, if such failure is not reasonably curable within thirty (30) days, has failed to begin and continue to work diligently and in good faith to cure such failure) within thirty (30) days of receipt of written notice of the same; (ii) upon any breach of the confidentiality obligations contained herein; (iii) if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, files a petition in bankruptcy, makes an assignment for the benefit of creditors, or has an involuntary petition under any bankruptcy laws filed against it which is not dismissed within thirty (30) days; and (iv) the Customer assigns the Agreement in breach of Section 15(a) hereof.

(b) *Termination for Convenience.* The Customer may terminate the portion of the Order issued hereunder for its own convenience upon notification to the Company no less than thirty (30) days prior to shipment of the Products and provision of the Services identified therein. The Customer's maximum liability to the Company for such termination shall be: (i) any unpaid balance for any Product ordered by and delivered to Customer and any Services performed prior to the Company's receipt of the termination notice; (ii) the restocking fee set forth in Section 4(d) with respect to any returned Products; and (iii) any direct costs incurred by the Company in the course of fulfilling the Customer's requirements for the Order (including, but not limited to, the ordering of third-party products and services), which costs shall be supported by reasonable documentation.

(c) *Force Majeure.* Except for the Customer's obligation to make payments hereunder, neither party shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by causes beyond its reasonable control, including, without limitation, flood, war, embargo, strike or other labor dispute, riot, or the intervention of any government authority.

11. Warranties; Disclaimers.

(a) *Hardware Warranty.* With respect to Hardware Products, the Company hereby assigns to the Customer all available manufacturer warranties. The Customer shall comply with the manufacturer's process and procedures for the repair or return of any Hardware Product.

(b) *Software Warranty.* The Company warrants for a period of ninety (90) days from the date of shipment that the licensed Software Products, as originally shipped to the Customer, when used in accordance with the Company's instruction and training, will operate substantially in accordance with the Company's specifications and description. The Company's sole liability and the Customer's sole remedy pursuant to this warranty shall be the Company's good faith efforts to rectify any non-conformity. However, if after repeated efforts the Company is unable to rectify the non-conformity, the Company shall accept return of the licensed Software Products which are non-conforming and refund to the Company all amounts paid to the Company in respect thereof. This warranty is available only once in respect of each licensed Software Product and is not renewed by the payment of any fees by the Customer for enhanced use or Extended Support.

(c) *Installation Warranty.* If the Company installs a Software Product, the Company will warrant the installation against defects in workmanship provided by the Company for a period of thirty (30) days from the date of installation and will provide parts and on-site labor (including transportation costs of the Company's authorized installation representative) necessary to remedy the installation defect at no charge to the Customer, provided that all of the following have been satisfied:

(i) the Customer's computer equipment, network, and operating system are compatible with the Software Product;

(ii) the Pre-installation Equipment Survey and Site Survey, which shall be provided by the Company to the Customer, have been completed in full with any nonstandard requirements clearly noted and accepted in writing by the Company;

(iii) the Software Product was installed and the Customer's personnel were trained in the operation of the Software Product by an authorized installation representative of the Company;

(iv) the Customer prepared the site for installation, including running all wiring, having all computers and modems in place, and having time clocks properly mounted on the wall; and

(v) the Customer has made available a qualified systems operator for uninterrupted training during the entire training session or sessions conducted by the Company.

(d) *Disclaimer of Warranties.* THE WARRANTIES SET FORTH ABOVE FOR THE PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE COMPLETE AND ARE IN LIEU OF, AND THE CUSTOMER HEREBY WAIVES, ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER STATEMENT, WRITTEN OR ORAL, THE COMPANY MAKES NO OTHER WARRANTIES REGARDING THE QUALITY OF ITS PRODUCTS OR THE MATERIALS AND SERVICES CONTEMPLATED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTIES OF DURABILITY, THAT THE LICENSED SOFTWARE PRODUCTS WILL MEET ALL OF THE CUSTOMER'S NEEDS, OR THAT THE OPERATION OF THE SOFTWARE PRODUCTS WILL BE ACCURATE, ERROR FREE, OR UNINTERRUPTED.

(e) *Disclaimer of Certain Damages.* THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM, CONNECTED WITH, OR RELATING TO THE AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE CUSTOMER'S GOODWILL,

End User Agreement

ATTORNEYS' FEES, DAMAGE TO BUSINESS OR BUSINESS RELATIONS, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTED FACILITIES OR SERVICES, DOWN-TIME COSTS, CLAIMS BY CLIENTS OR BUYERS OF THE CUSTOMER, OR DAMAGES FOR ECONOMIC LOSSES OR PROPERTY DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE COMPANY'S ACTS OR OMISSIONS, WHETHER UNDER NEGLIGENCE, STRICT LIABILITY, ENTERPRISE LIABILITY, OR OTHER PRODUCT LIABILITY THEORIES. THE COMPANY'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO THE COMPANY PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE DAMAGE OR LOSS. ANY ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR SERVICES FURNISHED BY THE COMPANY MUST BE BROUGHT BY THE CUSTOMER WITHIN TWO (2) YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES, OR WITHIN THE APPLICABLE STATUTORY PERIOD, WHICHEVER IS SHORTER.

12. Patent, Copyright and Trade Secret Infringement.

The Company shall defend any suit brought against the Company that alleges the use of any Company manufactured or labeled Software Product, in accordance with its intended purpose and the Company's specifications, to be an infringement on any U.S. patent, copyright, or trade secret, and the Company shall pay all reasonable legal costs and expenses incurred by the Customer in conjunction with such an action and shall satisfy any final judgment against the Customer, provided that the Customer notifies the Company promptly upon discovery of the existence or imminence of any such claim, that the Company shall have sole control of the defense or settlement of any such claims, and that the Customer provides such assistance and cooperation to the Company as is reasonably requested. The foregoing shall not include, and further the Customer shall provide the defense and protection to the Company for, an alleged infringement which results from the use of the Company's products in combination with any item or process not supplied or formally approved the Company for use with the Company's manufactured or labeled Software Products. If a Software Product is found to infringe, or, in the Company's opinion, is reasonably likely to be found to infringe, then the Company may, within thirty (30) days, at its sole option and expense, either (a) procure the right to continue to use such Software Product; (b) replace or modify such Software Product or the offending part thereof so that the same does not infringe without reducing the functionality thereof; or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and the license granted herein, if the settlement or other resolution of the claim subject to indemnification requires that the Company also agree to terminate its use of the infringing Product. The remedies set forth in this paragraph shall be the Customer's sole and exclusive remedies for any breach or infringement described in this Section 12.

13. Confidentiality.

From and after the date of the Agreement, all Confidential Information furnished to one party by the other party will be used solely in connection with the subject matter of the Agreement, will not be discussed with other persons without the disclosing party's express written authorization, will not be used in any way except in furtherance of the subject matter of the Agreement, and will be kept confidential by the receiving party and its Representatives; provided, however, that the receiving party may disclose the furnished Confidential Information or portions thereof to its Representatives, it being understood and agreed to by the receiving party that such Representatives will be informed of the confidential nature of the information and will be directed by the receiving party not to disclose to any other person any information relating to the disclosing party. The receiving party is responsible for any breach of the Agreement by its Representatives. The standard of care to be exercised by the receiving party to meet the obligations set forth in this paragraph shall be the standard exercised by the receiving party with respect to its own proprietary information of a similar nature, but in no event less than reasonable care. Upon the termination or expiration of the Agreement, or upon request by the disclosing party at any time, the receiving party will return promptly to the disclosing party all copies, extracts or other reproductions in whole or in part of the Confidential Information in the possession of the receiving party or its Representatives. The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized disclosure of Confidential Information or use of Confidential Information other than as permitted herein. The receiving party will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Confidential Information and prevent further unauthorized use. The parties further acknowledge that (i) irreparable injury and damage will result from unauthorized disclosure of Confidential Information and from uses of Confidential

Information other than as permitted herein; (ii) monetary damages may not be sufficient remedy for unauthorized disclosure of Confidential Information; and (iii) the disclosing party shall be entitled, without waiving any additional rights or remedies available to it at law, in equity, or by statute, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

14. Marketing and Public Relations.

(a) *Use of Customer Name/Logo.* The Customer agrees that the Company may, upon the Customer's approval, which approval shall not be unreasonably withheld, include the Customer's name and/or company logo in new customer lists, current customer lists, and press releases of the Company at any time for the duration of the relationship between the Customer and the Company.

(b) *Removal of Customer Name/Logo.* The Company agrees to promptly remove the Customer's name and/or company logo from any new customer or current customer lists of the Company if the Customer ceases to use the Products or upon receipt of the Customer's written request to do so. Notwithstanding the foregoing, neither party shall disclose the terms of the Agreement to any third party without the prior written approval of the other party.

(c) *Case Studies.* The Customer agrees that the Company may, upon the Customer's approval, which approval shall not be unreasonably withheld, write and distribute a case study regarding the choice of the Company, the solution provided, and the benefits of such solution. The Company agrees to write and distribute a case study only if the Customer is reasonably satisfied with the overall solution, and the Company agrees to allow the Customer to review and make changes to the case study prior to distribution. Should the Company choose to write and distribute a case study, the Customer agrees to provide the Company with a short interview and work with the Company to produce the case study in a timely manner. Case studies may be distributed in electronic and/or hard copy format.

15. Miscellaneous.

(a) *Assignment.* Neither party may assign the Agreement or delegate any of its duties under the Agreement without the prior written consent of the other party, except that either party may assign the Agreement in its entirety without the other party's prior written consent to any present or future affiliate, parent, subsidiary, or successor, or a purchaser of all or substantially all of its assets. Such acquiring party shall agree in writing to comply with and be bound by the assigning party's obligations under the Agreement.

(b) *Non-Solicitation.* The parties hereby agree not to solicit for employment any employees or agents of the other party for the period beginning on the date of the Order related hereto and ending on the date which is one (1) year after the termination of the Agreement; provided, however, that nothing herein shall prevent a party from a general solicitation of employment via advertisement in a public forum such as television, radio, newspaper, magazine, Internet or other similar medium.

(c) *Governing Law; Jurisdiction and Venue.* The Agreement shall be governed by the substantive laws of the State of Florida, without regard to its or any other jurisdiction's laws governing conflicts of law. Any claims or actions regarding or arising out of the Agreement shall be brought exclusively in a district court of competent jurisdiction located in Orlando, Florida or in the federal district court located in Orlando, Florida. The parties expressly agree that the Agreement shall not be governed by the Uniform Computer Information Transactions Act, or any state's version thereof.

(d) *Independent Relationship.* Nothing in the Agreement shall be deemed to create an employer/employee, principal/agent, partnership or joint venture relationship. Neither party shall have the authority to enter into any contract on behalf of the other party without that party's express written consent. Neither party shall make any representation or incur any obligation in the name of or on behalf of the other party. Nothing in the Agreement shall be construed as or constitute an appointment of either party as the agent for the other.

(e) *Third Party Rights.* The Agreement is made for the benefit of the parties thereto and, where applicable, their successors and assigns, and is not intended to benefit, or be enforceable by, any other person.

(f) *Notices.* All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if mailed via certified mail, return receipt requested, with postage prepaid, to the addresses set forth on the signature page hereto or to such other address as either party may notify the other in writing.

End User Agreement

(g) *Waiver.* No waiver of any breach of the Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision of the Agreement.

(h) *Severability.* If any provision of the Agreement is declared or found to be illegal, unenforceable or void, then all parties will be relieved of all obligations arising under such provision, but only to the extent that such provision is illegal, unenforceable or void; it being the intent and agreement of the parties that the Agreement will be deemed amended by modifying the provision to the minimum extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objective.

(i) *Headings.* All headings and captions employed herein are for convenience of reference only and shall not be considered in the construction or interpretation of any provision of the Agreement.

(j) *Entire Agreement.* The Agreement constitutes the entire agreement of the parties with respect to the matters described herein, superseding in all respects any and all prior proposals, negotiations, understandings, and other agreements, oral or written, between the parties.

(k) *Amendment.* The Agreement may be amended only by the written agreement of both parties. Any amendments to the Agreement, or the Order, agreed to on behalf of the Company shall be signed by a representative of the Company.

(l) *Survival of Certain Provisions.* Each party hereto covenants and agrees that the provisions in Sections 1, 3(b), 4(d), 7, 8, 11(d), 11(e), 12, 13, and 15, in addition to any other provision that, by its terms, is intended to survive the expiration or termination of the Agreement, shall survive the expiration or termination of the Agreement.

(m) *Recovery of Litigation and Other Costs.* If any legal action or other proceeding is brought for the enforcement of the Agreement, including, but not limited to, enforcement by the Company of the payment terms set forth in the Order, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(n) *Effect of Acquisitions.* No acquisition, sale, or other transaction involving the Customer or any corporate affiliate of the Customer shall in any way alter, diminish, eliminate, or otherwise affect the Customer's obligations hereunder, including its obligations to pay any fees owing hereunder, regardless of whether such a transaction includes any other contract for the same or similar Software Products licensed by the Company.

(o) *Incorporation by Reference.* This End User Agreement shall be deemed a part of and shall be incorporated by reference into the Order. To the extent there is a conflict between the terms of this End User Agreement and the Order, the Order shall control. To the extent there is a conflict between the terms of this End User Agreement and any Empower Software as a Service Master Agreement, or addendum thereto, by and between the parties hereto and incorporated by reference into the Order (the "SAAS"), the terms of the SAAS shall control. The Customer, by execution of the Order, represents and warrants that it has read, understands and agrees to be bound by the terms and conditions of this End User Agreement, and any exhibits, schedules and addendums attached hereto, each as may be modified by subsequent change orders or amendments.

Contract Addendum

Addendum to Amend Original Terms and Conditions for the Empower Software Solution End User Agreement.

This addendum to the Empower Software Solutions End Users Agreement (this "Addendum"), dated as of this day April _____, 2011 (the "Effective Date"), amends that certain agreement (the "Agreement") executed on or about the date hereof entitled, "Conditions of Sale Agreement" and entered into by and between Empower Software Solutions, Inc ("Empower"), a Florida corporation having an office located at 315 East Robinson St. Ste 450 and City of Bloomington, having its principle office located at 109 E. Olive Street, Bloomington, IL 61701. Empower and City of Bloomington intending to be legally bound, hereby amend the Agreement as follows:

1. The terms of this Addendum are incorporated by reference into and made a part of the Agreement as if fully set forth therein. This Addendum amends the Agreement and to the extent this Addendum directly or indirectly conflicts with the Agreement, this Addendum shall control and supersede. Except for the amendments set forth in this Addendum, the terms and conditions of the Agreement remain unchanged and in full force and effect. This Addendum and the Agreement shall collectively constitute the entire understanding and agreement between the parties with regard to the subject matter addressed herein, and revokes and supersedes all prior or simultaneous representations, discussions, negotiations, agreements, whether written or oral with regard thereto. No amendment, change, waiver, or discharge of any obligation or term hereof shall be valid unless in writing signed by both parties. Terms defined in the Agreement are used throughout this addendum when either capitalized in their entirety or when the first letter(s) of the defined term are capitalized.

The following additional provisions are added to the Agreement and shall control and supersede over any terms or conditions in the Agreement to the contrary:

Additional Agreement Revisions:

5(a) Invoices; Payment Terms; Shipping

States as:

(a) *Invoices.* With respect to the Order, the Customer shall be invoiced within five (5) business days following the approval and acceptance of such Order by the Company. With respect to other costs, expenses, and taxes payable pursuant to Section 4 but not previously reflected on the Order, the Customer shall be invoiced monthly in arrears for all such amounts, and payments shall be due within fifteen (15) days of the invoice date, unless otherwise noted on the invoice.

Restated as:

(a) *Invoices.* With respect to the Order, the Customer shall be invoiced within five (5) business days following the approval and acceptance of such Order by the Company. With respect to other costs, expenses, and taxes payable pursuant to Section 4 but not previously reflected on the Order, the Customer shall be invoiced monthly in arrears for all such amounts, and payments shall be due within forty-five (45) days of the invoice date, unless otherwise noted on the invoice.

5(b) Invoices; Payment Terms; Shipping

States as:

(b) *Payment Terms.*

(i) Amounts due pursuant to a Class A Order shall be paid by the Customer via cash or credit card prior to the shipment of the Products or the provision of the Services described therein.

(ii) Amounts due pursuant to a Class B Order shall, upon credit approval, which approval shall be determined by the Company in its sole discretion, be paid by the Customer within thirty (30) days of the shipping date of the Products or the provision of Services described in such Class B Order, provided that, if there is more than one (1) shipping date or service date, any amounts payable shall be due within thirty (30) days after the shipping date or service date of the last Product or Service required to be shipped or provided thereunder.

(iii) With respect to amounts due pursuant to a Class C Order, the Customer shall, prior to the shipment of the Products or provision of the Services described therein, pay to the Company a deposit equal to seventy-five percent (75%) of the total fees associated therewith (not including professional services, travel related, or shipping expenses) (the "Deposit"). The Deposit shall be made by the Customer in the form of a company check, credit card, or wire transfer. Within ten (10) business day of receiving the Deposit, the Company shall apply the Deposit to the total amount due in respect of the Class C Order and shall provide to the Customer an updated invoice reflecting the remaining balance due with respect to the Class C Order following application of the Deposit. Such remaining balance shall be paid by the Customer within thirty (30) days of the shipping date or service of the

Products or Services described in such Class C Order; provided that, if there is more than one (1) shipping date or service *date*, any amounts payable shall be due within thirty (30) days after the shipping date or service date of the last Product or Service required to be shipped or provided thereunder.

(iv) Notwithstanding the foregoing, payments with respect to the Order on an account that is thirty (30) days or more past due shall be payable in full, together with any applicable charges imposed pursuant to Section 5(c) below, by company check, credit card, or wire transfer prior to shipment of the Products described therein.

(v) All professional services, travel related, and shipping expenses will be billed separately as incurred and shall be payable by the Customer within fifteen (15) days of the date of the invoice.

(vi) Any exceptions to the payment or shipping terms set forth in this Section 5 shall be noted on the Order and accepted and approved by the Company.

Restated as:

(b) *Payment Terms.*

(i) Amounts due shall be paid by the Customer via check within forty-five (45) days of the payment terms set forth in Exhibit A of the Statement of Work.

(ii) REMOVED

(iii) REMOVED

(iv) Notwithstanding the foregoing, payments with respect to the Order on an account that is forty-five (45) days or more past due shall be payable in full, together with any applicable charges imposed pursuant to Section 5(c) below, by company check, credit card, or wire transfer prior to shipment of the Products described therein.

(v) All professional services, travel related, and shipping expenses will be billed separately as incurred and shall be payable by the Customer within forty-five (45) days of the date of the invoice.

(vi) Any exceptions to the payment or shipping terms set forth in this Section 5 shall be noted on the Order and accepted and approved by the Company. Should Customer dispute charges invoiced by Company, Customer may withhold disputed charges only, with no penalty, until the dispute is resolved. Both Customer and Company shall make reasonable and timely efforts to resolve any disputed invoices.

5(c) Invoices; Payment Terms; Shipping

States as:

(c) *Past Due Accounts.* All past due amounts shall be subject to a late charge equal to five percent (5%) of the amount past due (the "Late Charge"). In addition to the Late Charge, default interest shall accrue upon all amounts more than sixty (60) days past due at the rate of one and one half percent (1½%) per month, or the maximum rate allowed by law, whichever is less.

Restated As:

(c) *Past Due Accounts.* All past due amounts shall be subject to a late charge equal to five percent (5%) of the amount past due (the "Late Charge"). In addition to the Late Charge, default interest shall accrue upon all amounts more than ninety (90) days past due at the rate of one and one half percent (1½%) per month, or the maximum rate allowed by law, whichever is less.

5(d) Invoices; Payment Terms; Shipping

States As:

(d) *Security Interest.* With respect to Products shipped pursuant to an Order which is not paid in full prior to such shipment, the Customer hereby grants to the Company a purchase money security interest in and to the Products and proceeds thereof and all substitutions therefor to secure payment of all amounts due on such Order, until such amounts are paid in full. The Customer agrees that it cannot transfer, sell, or in any way encumber the Products. The Customer agrees that no Hardware Product shall constitute a fixture and agrees not to allow any other party to file any lien or security interest on the Products. Upon demand by the Company, the Customer agrees to deliver to the Company any and all financing statements under the Uniform Commercial Code or state law, and any other documents the Company demands to perfect or record the Company's security interest in the Products. The Customer grants to the Company, its agents, employees, and contractors an irrevocable license at any time to enter any premises where the Products may be stored in order to inspect such products, or where the Customer's right to possession has been terminated pursuant to the terms herein, to remove it. All costs incurred by the Company in repossessing the Products shall be borne by the Customer. If the Company repossesses the Products prior to payment by the Customer of all amounts due hereunder, the Company may sell all or any portion of the Products, AS IS, WHERE IS, free and clear of all rights of the Customer at either public or private sale, and apply the proceeds (after deducting expenses of the sale) to the obligations of the Customer hereunder. The Customer shall

remain liable for any deficiency. The Company may dispose of the Products in any commercially reasonable place and manner, and the Customer waives any notice of time, place, and manner of sale.

Restated As:

(d) REMOVED

5(e) Invoices; Payment Terms; Shipping

States As:

(e) *Shipping.* All shipping shall be FOB shipping point, standard Federal Express Ground, unless otherwise provided in the Order. Title to Hardware and risk of loss shall pass to the Customer upon delivery of the Hardware Products to the carrier by the Company. The Customer shall be responsible for transportation charges to the Customer's location.

Restated As:

(e) *Shipping.* All shipping shall be FOB shipping point, standard Federal Express Ground, unless otherwise provided in the Order. Title to Hardware and risk of loss shall pass to the Customer upon delivery of the Hardware Products to the Company. The Customer shall be responsible for transportation charges to the Customer's location.

13. Confidentiality

States as:

From and after the date of the Agreement, all Confidential Information furnished to one party by the other party will be used solely in connection with the subject matter of the Agreement, will not be discussed with other persons without the disclosing party's express written authorization, will not be used in any way except in furtherance of the subject matter of the Agreement, and will be kept confidential by the receiving party and its Representatives; provided, however, that the receiving party may disclose the furnished Confidential Information or portions thereof to its Representatives, it being understood and agreed to by the receiving party that such Representatives will be informed of the confidential nature of the information and will be directed by the receiving party not to disclose to any other person any information relating to the disclosing party. The receiving party is responsible for any breach of the Agreement by its Representatives. The standard of care to be exercised by the receiving party to meet the obligations set forth in this paragraph shall be the standard exercised by the receiving party with respect to its own proprietary information of a similar nature, but in no event less than reasonable care. Upon the termination or expiration of the Agreement, or upon request by the disclosing party at any time, the receiving party will return promptly to the disclosing party all copies, extracts or other reproductions in whole or in part of the Confidential Information in the possession of the receiving party or its Representatives. The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized disclosure of Confidential Information or use of Confidential Information other than as permitted herein. The receiving party will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Confidential Information and prevent further unauthorized use. The parties further acknowledge that (i) irreparable injury and damage will result from unauthorized disclosure of Confidential Information and from uses of Confidential Information other than as permitted herein; (ii) monetary damages may not be sufficient remedy for unauthorized disclosure of Confidential Information; and (iii) the disclosing party shall be entitled, without waiving any additional rights or remedies available to it at law, in equity, or by statute, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

Restated As:

Except in any proceeding to enforce the provisions of this Agreement or except as otherwise required by law; from and after the date of the Agreement, all Confidential Information furnished to one party by the other party will be used solely in connection with the subject matter of the Agreement, will not be discussed with other persons without the disclosing party's express written authorization, will not be used in any way except in furtherance of the subject matter of the Agreement, and will be kept confidential by the receiving party and its Representatives; provided, however, that the receiving party may disclose the furnished Confidential Information or portions thereof to its Representatives, it being understood and agreed to by the receiving party that such Representatives will be informed of the confidential nature of the information and will be directed by the receiving party not to disclose to any other person any information relating to the disclosing party. The receiving party is responsible for any breach of the Agreement by its Representatives. The standard of care to be exercised by the receiving party to meet the obligations set forth in this paragraph shall be the standard exercised by the receiving party with respect to its own proprietary information of a similar nature, but in no event less than reasonable care. Upon the termination or expiration of the Agreement, or upon request by the disclosing party at any time, the receiving party will return promptly to the disclosing

party all copies, extracts or other reproductions in whole or in part of the Confidential Information in the possession of the receiving party or its Representatives. The receiving party shall notify the disclosing party immediately upon discovery of any unauthorized disclosure of Confidential Information or use of Confidential Information other than as permitted herein. The receiving party will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Confidential Information and prevent further unauthorized use. The parties further acknowledge that (i) irreparable injury and damage will result from unauthorized disclosure of Confidential Information and from uses of Confidential Information other than as permitted herein; (ii) monetary damages may not be sufficient remedy for unauthorized disclosure of Confidential Information; and (iii) the disclosing party shall be entitled, without waiving any additional rights or remedies available to it at law, in equity, or by statute, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

15(c) Miscellaneous

States as:

(c) *Governing Law; Jurisdiction and Venue.* The Agreement shall be governed by the substantive laws of the State of Florida, without regard to its or any other jurisdiction's laws governing conflicts of law. Any claims or actions regarding or arising out of the Agreement shall be brought exclusively in a district court of competent jurisdiction located in Orlando, Florida or in the federal district court located in Orlando, Florida. The parties expressly agree that the Agreement shall not be governed by the Uniform Computer Information Transactions Act, or any state's version thereof.

Restated as:

(c) *Governing Law; Jurisdiction and Venue.* The Agreement shall be governed by the substantive laws of the State of Illinois, without regard to its or any other jurisdiction's laws governing conflicts of law. Any claims or actions regarding or arising out of the Agreement shall be brought exclusively in a district court of competent jurisdiction located in McLean County, Illinois or in the federal district court located in McLean County, Illinois. The parties expressly agree that the Agreement shall not be governed by the Uniform Computer Information Transactions Act, or any state's version thereof.

15(m) Miscellaneous

States as:

(m) *Recovery of Litigation and Other Costs.* If any legal action or other proceeding is brought for the enforcement of the Agreement, including, but not limited to, enforcement by the Company of the payment terms set forth in the Order, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

Restated as:

(n) REMOVED

Empower Software Solutions, Inc.

City of Bloomington

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date



ADDENDUM III

BLOOMINGTON CITY COUNCIL AGENDA

APRIL 11, 2011

ADDITION TO CONSENT:

- 7D. Analysis of Request for Proposals (RFP) for Web Site Redesign and Implementation. (Recommend that the RFP from Vision Internet for Web Site Redesign and Implementation in the amount of \$50,140 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *Attachment 2. Contract - " Attachment A".*

CORRECTION TO REGULAR:

Clerical error – Items D and E were combined in one listing.

- E. Analysis of Proposals for Citywide Time Keeping and Scheduling System. (Recommend that the proposal from Empower Software Solutions for Citywide Time Keeping and Scheduling System in the amount of ~~\$309,994~~ \$305,914 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *Attachment 1. Statement of Work.*

Attachment A

Scope of Work

Following is the Scope of Work for the City of Bloomington's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

The implementation of the website will include:

- **Attractive Design:** A website design that reflects the City of Bloomington, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- **Intuitive Navigation:** Information will be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- **Vision Content Management System™:** Contractor will implement the Vision Content Management System™ (VCMS) to facilitate content updates by non-technical staff throughout the City.
- **Integrated Interactive Components and Features:** Interactive components and features will make the website more engaging while improving usability and simplifying content updates for staff.
- **Integrated Web 2.0/Gov 2.0:** Your new website will include Web 2.0 features such as RSS feeds, Google Maps and integrated Twitter and Facebook to enable more immediate, fluid and targeted communications to your audiences.
- **Integration of Third-Party Components and Databases:** Existing web-applications and databases should be incorporated to the new website.

Each of these recommendations is discussed in more detail in the sections that follow.

Attractive Design

The City will have a design that makes it stand out among municipalities on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- **Creative design** that reflects your community and that captures the essence of the City of Bloomington.
- **Highly functional layout** that makes important information available from the homepage and pages throughout the site.
- **Photos and collages** of recognizable landmarks, scenery of the City, and the local area.
- **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- **Section 508 Compliance** making it accessible to persons with disabilities.
- **Easy to use drop down menus** helping users to quickly understand navigation and locate information with the least amount of clicks.
- **Breadcrumbs** showing the user's current path to let them know exactly where they are on the website.

Vision Internet is recognized for its ability to create great designs that fulfill each of the above objectives. We have been featured in the national media and have won over a hundred awards for creating effective web solutions, including the most prestigious awards in the industry. We intend to use all of this skill and experience to create an award-winning quality website for you.

City's Initials _____

Contractor's Initials _____

Attachment A

Intuitive Navigation

For your website, Contractor will organize information by department, topic, and/or target users. This approach allows users to find information in the variety of ways that are most important to them. This is a solution we use on many of our government websites making it easy for visitors to find information. This is because content is available through multiple “paths” making it simple for users to search the site regardless of their preferred method.

Vision Content Management System™

For your project, Contractor will implement the non-proprietary, Microsoft ASP.NET and SQL based content management system, developed specifically for government agencies. Upon completion of the website, we will provide you with the source code for your own use.

Interactive Components and Features

In addition to the creative design, effective navigation, and easy to use Vision Content Management System™, Contractor will provide you with many different interactive components and features for managing special types of content.

The included interactive components are:

SITE ADMINISTRATION AND SECURITY

- Additional Site for Bloomington Center of Performing Arts
- Approval Cycle
- Archive Bin
- Audit Trail Log
- Automatic Content Archiving
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Document Central
- Email Address Masking
- Image Library
- Link Library
- Multiple File and Image Uploading
- Role-Based Security
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics¹
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Design Guideline Book
- Paste from MS Word
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Link Redirect
- Navigation Control

¹ Included with Vision Internet hosting.

City's Initials _____

Contractor's Initials _____

Attachment A

- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Manager
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Calendar System (Monthly, Weekly, Daily, and Yearly Views)
- Community Spotlight
- Dynamic Homepage
- Feedback Form
- Form and Survey Tool
- Frequently Asked Questions
- GovBlog
- Job Postings
- News and Newsletters
- RFP Postings
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
 - Calendar
 - FAQ
 - News
 - Photo Gallery
 - Staff Directory
- Department-Level Navigation
- Department-Level Sitemap
- Dynamic Department Homepages

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Agenda and Minutes Manager
- Audio and Video Embedding²
- Bookmark and Share
- e-Notification
- Emergency Homepage Alert
- Event Share
- Forward to a Friend
- Guest Book
- Integrated Twitter™ API
- Photo Gallery
- RSS FeedReader
- RSS Feeds
- visionMobile™

² Vision Internet does not provide streaming media; however, the Vision CMS is able to embed videos such as YouTube.

City's Initials _____

Contractor's Initials _____

Attachment A

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

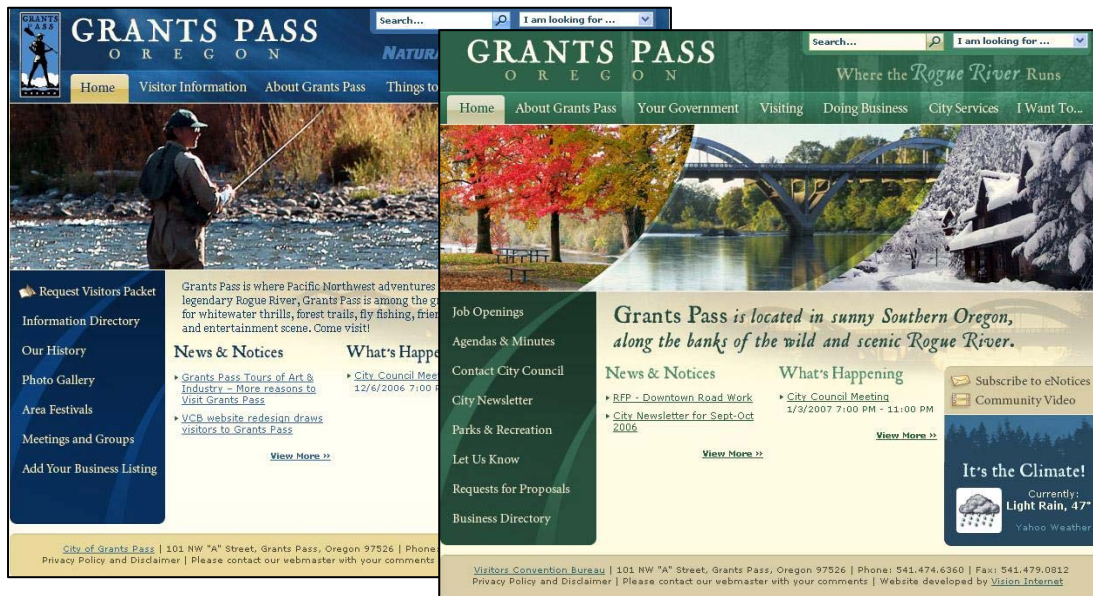
Key interactive components are described in detail below.

[Additional Site for the Bloomington Center for Performing Arts](#)

An Additional Site will provide the Bloomington Center for Performing Arts with its own individualized and attractive homepage tailored specifically to your users needs. This includes a navigation and design that draws on all of the experience and expertise of Vision Internet's web development team while following the main website's structure for consistency of navigation and use. However, while there would be consistency in your websites layouts, an Additional Site/Custom Design could have its own unique look.

The Bloomington Center for Performing Arts Additional Site will provide the same functionality as your main City website since it will use the same backend and have the same interactive components. This means that there is a single Vision Content Management System (VCMS) where all content is stored. Through the use of the Approval Cycle each organization would have access to their own content but could also share content, such as calendar and news items.

Note: If the Additional Site/ Custom Design is hosted on a separate server, the City may be required to pay an additional third-party licensing fee. Please note that the City must provide remote access to the server for installation of the Additional Site/Custom Design.



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Approval Cycle

Our Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. Unlike most content management systems available today which restrict you to only two-step workflows such as authoring and publishing, the Vision CMS is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary! Additionally, your users will receive emailed notifications when content requires their approval or editing before publication. As your work requirements change overtime, you will want the flexibility and scalability of the Vision CMS to customize your current and future approval process needs.

Calendar System

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Calendar System allows staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Link documents to specific events
- Link URLs to specific events
- Automatic archiving
- Integration with e-Notification component
- Ability to create and assign filtering categories to events
- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook calendar link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

Additionally, we can discuss allowing users to submit event ideas with attachments for City approval. Please note that with the e-Notification component, calendar events may also be broadcast to subscribers via email.

News and Newsletters

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletters component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a

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predefined interval after publishing. Website visitors can also browse the archive by category. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

NOTE: News and Newsletters integrates with eNotification for broadcasting information to subscribers via email.

e-Notification

While our VCMS™ can integrate with the City's Lyris Listmanager software, we can also include with your project our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar, Job Postings, RFP Postings, and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

Design Guideline Book

Included with your project is a detailed style guide created specifically for your website. This style guide will have information on your website's fonts, color schemes, graphics, documents, and other standards, ensuring consistency among your staff. Should the City require any specific documentation, we can discuss this with you in detail during the consulting phase of your project so that we can produce a style guide that meets all of your needs!

Image Library

The included Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several components that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

Photo Gallery

Nothing spices up a website like pictures. With our Photo Gallery component, your website visitors can browse through images of your beautiful city and its exciting events. Users can view photo albums defined by your staff, and either look at images via thumbnails or a slide show. Simply upload the image from the Image Library to the new album and add a caption; thumbnails are created and added to pages based upon the predefined template. To make it easier for website users to find photo albums of particular events, the Photo Gallery may be viewed as either a thumbnail display or as a Flash view listing.

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Forms/Surveys/Polling

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used to develop online forms for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating many paper forms the City uses, including service requests.

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

Along with the ability to create your own online forms, we will also include a set of 12 form templates. You can customize these forms to be used for employment applications, service requests, business license applications, gathering feedback, submitting events to the website's online calendar, and satisfaction surveys. Additionally, your staff can customize these forms for more specific functions.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

Emergency Homepage Alert

In the case of an emergency, it is extremely important for cities to reach out to residents in the most efficient way possible. By doing so, potentially life saving information reaches those who need it most. Notifying the City's website users is simple with the Emergency Homepage Alert. The notice is easily customized and can be prepared in advance with common evacuation or shelter information. The Emergency Homepage Alert would prominently cover the main area of the homepage so users would not miss it. The screen shot shows the implementation of this in the Yolo County website.

visionMobile™

Included with your project is our visionMobile™ component, which dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

Bookmark and Share

The Bookmark and Share component is a Web 2.0 feature that helps you spread your content across the web. It makes it easy for website visitors to bookmark and share your content among their favorite social destinations on the web. This tool allows website visitors to share your content with popular social networking and news sites including Facebook, Twitter, Delicious, Digg, Reddit and MySpace.

Business Directory

One way to promote local businesses is the use of a Business Directory in the City's website. This supports local industry and businesses by increasing their ability to reach a national/international market while at the same time making residents more aware of them. When you list businesses on your website, their individual websites may receive higher placement in search engines because of your link to them.

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The Business Directory is an interactive index of local businesses. Your staff can post a business's name, description, location, contact information, links to their sites, and, if available, a graphic (i.e. logo or photo). Users would then be able to browse an alphabetical listing of these businesses or filter the directory based upon categories you define.

Component Manager

The Component Manager allows your administrator to create dynamic and user-centric pages. Depending on the settings, content in the page can be automatically displayed and expired without any managerial time from the administrator. For example, the administrator can create a component page displaying events of a particular category and/or department. When an event has expired, it will automatically be placed in a past events view. In addition, for some components, there are multiple views to layout content to enhance users' usability experience. This feature gives you the flexibility to create dynamic content pages in most any area of your website.

Community Spotlight

Being able to draw attention to important information is a necessity on a local government website. With the Community Spotlight, your website can have a prominent area on the homepage that highlights community events, announcements, and other information that would be especially important to your residents. Your staff will be able to link Community Spotlight notices to webpages with additional details and change the highlighted item to reflect current community events.

Connected Pages

Content on your website may be relevant to different departments, and thus may need to appear in different navigation areas throughout the site. Connected Pages, unique to Vision Internet, allows you to create multiple instances of any web page and place them in different areas of the website. Changes made to any instance of a Connected Page are reflected immediately across all other instances, saving your staff precious time and eliminating duplication of effort, while keeping information on the website consistent and easy to find.

Department Management

Key components on your website, including the dynamic Calendar System, News and Newsletters, Frequently Asked Questions, and Job Postings, are setup to allow end-users to filter through content by department. Additionally, your departments can choose to display their department-specific items on their own custom pages. For example the Parks and Recreation department can have their *own* events on their *own* calendar.

To provide consistency throughout the site, these department settings are managed in one-central location similar to the Component Category Manager. The Department Manager allows your website administrator to add unlimited departments, rename existing department names, and delete any unused departments from the list. Any change made from this component will automatically be reflected on all department functions throughout the website. Instead of limiting you to a certain number of department entries, this component empowers you with UNLIMITED potential as you maintain your website now and in the future.

Feedback Form

It is important on a government website for a City to receive feedback from the community it serves. This way, your staff will be able to provide the information that your users request most often. The Feedback Form component will allow residents to submit comments on individual pages which will be automatically sent to a member of the City's staff. A designated staff member will receive this feedback with information directing them to a specific page on your website. This component is a great way for you to find out what information is most useful to your community members.

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Forward to a Friend

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can easily forward a page of interest to a coworker, friend or colleague. Additionally, the interactive components will automatically have a link for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This component empowers your online visitors to share information from your website that they find particularly useful.

Frequently Asked Questions

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

Job Postings

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings component makes posting jobs a snap. Your HR staff fills out a simple form with fields such as position, department, salary, and benefits. Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

NOTE: With the e-Notification component, job postings may also be broadcast to subscribers via email.

RFP Postings

To make future Requests for Proposals simpler, easier to manage, and more cost effective, the website can include an RFP Postings where they can be posted along with amendments and updates.

Potential vendors can download RFPs in a PDF format. Because RFPs are time sensitive, you can schedule when the RFP posting would be live on the website and when it would be removed, thus ensuring your website is kept up-to-date with minimal staff time required. Additionally the RFP Postings can be integrated with our e-Notification system to alert users by email.

Rotating Homepage Banners

Rotating Homepage Banners is a great way for you to mix up the design on your site, and ensure that your homepage always looks fresh and inviting. You can easily change the images at any time, and each rotating image can be set to link to a different page on the site, allowing you to use the banner area to highlight special features, events and services. This makes it a great marketing tool for your city!

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RSS FeedReader

In contrast to our RSS Feeds feature, which allows users to syndicate content from your website to their readers such as My Yahoo, iGoogle, My MSN etc., the RSS FeedReader allows you to syndicate content from other websites into your website. Syndicated content can vary and be selected by you to include feeds about your overall organization or individual departments, making your website more comprehensive and up-to-date.

RSS Feeds

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

Service Directory

Key to serving your community is making it easy for them to find the services they need. While we generally recommend organizing information by topic or service in addition to by department and target audience, the interactive Service Directory allows users to filter or search a list of services by category, department, and keyword, thus simplifying the entire process.

For each service in the directory, you can provide a title and description plus associate the service with contacts in the Staff Directory.

Staff Directory

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component “masks” email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

Updated and Expired Content Reporting

This handy administrative feature provides website administrators a snapshot of website activities. An initial search can display expired content, created or updated content, then can be further filtered by content type or by department. Need to quickly find out what section of your website hasn't been updated for a while? Curious to see which department has been most actively creating new content? The Updated and Expired Content Manager makes website oversight easy!

Weather Update

Weather information is often important to visitors of government websites. By offering the local weather on your own site, your online users will come into the habit of regularly visiting it and thus become more familiar with the City and all that you have to offer them. For your website, we will implement NOAA or Yahoo weather at no charge.

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Workspace

Tired of constantly checking the content management system for content changes needing approval? Built especially to help manage the content publishing process, the Workspace feature provides a central location for website administrators to review pending content changes for your website before they are published. This view is customized to show only the content relevant to you that is ready for publishing approval. You can filter items by content type, review the changes, and approve multiple items – all with this one great feature!

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Integration of Backend Systems

Today, there are many advanced components for such functions as:

- Citizen Request Management
- eCommerce and ePayment
- GIS Mapping
- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video
- Others

Our content management system can easily work with these third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Wilsonville, OR; Rancho Cordova, CA; and many others.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; crime statistics from California state databases for the City of Citrus Heights, CA; Contractor information from city databases for City of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

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The Vision Process

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. The Vision Process is explained in the sections below.

The six stages of the Vision Process are explained in the sections below:

Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage emphasizes the objectives of the website and how it supports your overall organizational goals. This vision then guides each subsequent step in the process.

To create this vision, we will:

- Prepare and review a survey document which will focus on goals and objectives.
- Lead an **onsite** brainstorming and planning session where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future.
- Review your existing website and those of other cities.
- Study examples of other websites you like.
- Review project goals and timeline.
- Collect content and materials for the new website.

The heart of this stage is defining the vision for the project, setting goals, and timeline to ensure the project's success.

Stage 2: Concept Stage

In the Concept Stage we realize the vision through:

- Creation of the information architecture which supports easy access to information.
- Defining the navigation strategy.
- Review and recommendation of interactive components and features to ensure streamlined navigation through special types of content.
- Creation of a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account your current needs plus allow for future expansion and growth.
- Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will conclude with your satisfaction and approval of the homepage layout wireframe.

Stage 3: Design Stage

In the Design Stage our team continues with the graphic design for your homepage. Our creative ability and expertise allows us to develop a compelling graphic design while maintaining its usability. We work closely with your staff to establish a look and feel that reflects your community. Our world-class designers take the time to create a truly professional design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create a stunning, harmonious design. As part of our process we will provide art direction, design review, and up to three unique homepage design concepts for you to choose from. Once the direction is established, we will provide necessary revisions until you are completely satisfied. The Design Stage will conclude with your satisfaction and approval of the homepage design comp.

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Stage 4: Development Stage

During the Development Stage the process continues as we create the interior page design then program the website. Development includes implementation of the Vision Content Management System™ and integration of the interactive components and features. Quality is ensured by our extensive experience, testing, and the proven Vision CMS™.

Included in the scope of your project is the content migration of up to 100 pages into the new website and up to 50 pages into the Bloomington Center for Performing Arts website. We can provide guidance on the best practices for web content writing and will train your staff on the best approach for migrating additional content. Alternatively, at your request we can provide a price quote to migrate additional pages.

Migration is not a simple cut-and-paste process. As part of our migration service, we review the formatting and layout of each page, reformat it using the new site's design styles, and lay it out in a way that conforms to industry best practices for impact and readability.

Stage 5: Quality Assurance, Documentation, and Training Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance, Documentation, and Training Stage we:

- Perform extensive functional testing.
- Review content.
- Create a custom training manual that incorporates actual screenshots of your site.
- Provide administrator and content editor training.

For your project we will provide a two day onsite training consisting of two sessions; one for your staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.

Note that the custom training manual incorporates screenshots from your website, making it easy for staff to understand and use. It is an excellent reference for new staff to use as well.

Stage 6: Launch Stage

In the Launch Stage, the website is moved to the production server. Our launch process includes the installation of necessary software, making configuration changes, and transferring code and content. Once transferred, we again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon your final approval.

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Project Schedule

The table below shows our recommended development and launch schedule along with a list of key deliverables/milestones.

IMPLEMENTATION STEP	Avg. Duration
Vision Stage <ul style="list-style-type: none"> ● Initial kick-off call with City’s project manager ● Survey preparation and review ● Onsite brainstorming and planning session 	2 – 4 Weeks
Concept Stage <ul style="list-style-type: none"> ● Creation of Information Architecture ● Create conceptual sitemap ● Homepage layout wireframe 	2 – 4 Weeks
Design Stage <ul style="list-style-type: none"> ● Unique, custom graphic design ● Custom icons, buttons, screen elements, and backgrounds ● Homepage design comp 	3 – 4 Weeks
Development Stage <ul style="list-style-type: none"> ● Implementation of Vision CMS™ ● Integration of interactive components ● Migration of up to 100 pages of content into the main City website and up to 50 pages into the Bloomington Center for Performing Arts website 	4 – 9 Weeks
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> ● Final testing ● Customized training manual ● Onsite training (2 days) 	2 – 3 Weeks
Soft Launch & Final Launch <ul style="list-style-type: none"> ● Move website to production server ● Completed website ● Website goes live 	2 Weeks
Total estimated time to launch	15 – 26 Weeks

** The schedule may vary depending on optional components and participant decision times.*

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City of Bloomington – Empower Statement of Work

EmpowerWFM Implementation

Version 1.0

March 28, 2011

Statement of Work (SOW) Revision Record

Version Number	Date	Section(s)	Comments/Notes	Prepared by
1.0	03/28/2011	ALL	Initial creation of SOW	Renato Ribeiro

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1. General

The purpose of this Statement of Work (SOW) is to provide the methodology and guidelines to be used throughout the project lifecycle and to authorize the project team to perform the work necessary to achieve project objectives. This document does not contain a detailed list of activities; that information will be contained in the Project Plan and Project Workbook. This SOW outlines the services and deliverables Empower Software will provide to City of Bloomington in the implementation of Empower Software's systems and as part of the ongoing services for City of Bloomington.

The requirements, specifications and service levels identified herein are the baseline expectations. Any changes to the baseline requirements will follow the agreed upon change control process.

2. Project Scope

City of Bloomington has identified a need to implement the EmpowerWFM system to meet its time keeping, scheduling, and reporting needs.

The EmpowerWFM modules included in the scope are:

- Time and Attendance Module
- Employee Self Service
- Manual Scheduling
- Dashboards and Reporting

Additional Scope Details:

- 28 Maximus Clocks
- 1,300 active employees
- Time entry historical data conversion (5 years of history) to be completed by the BrekGroup

3. WFM Implementation

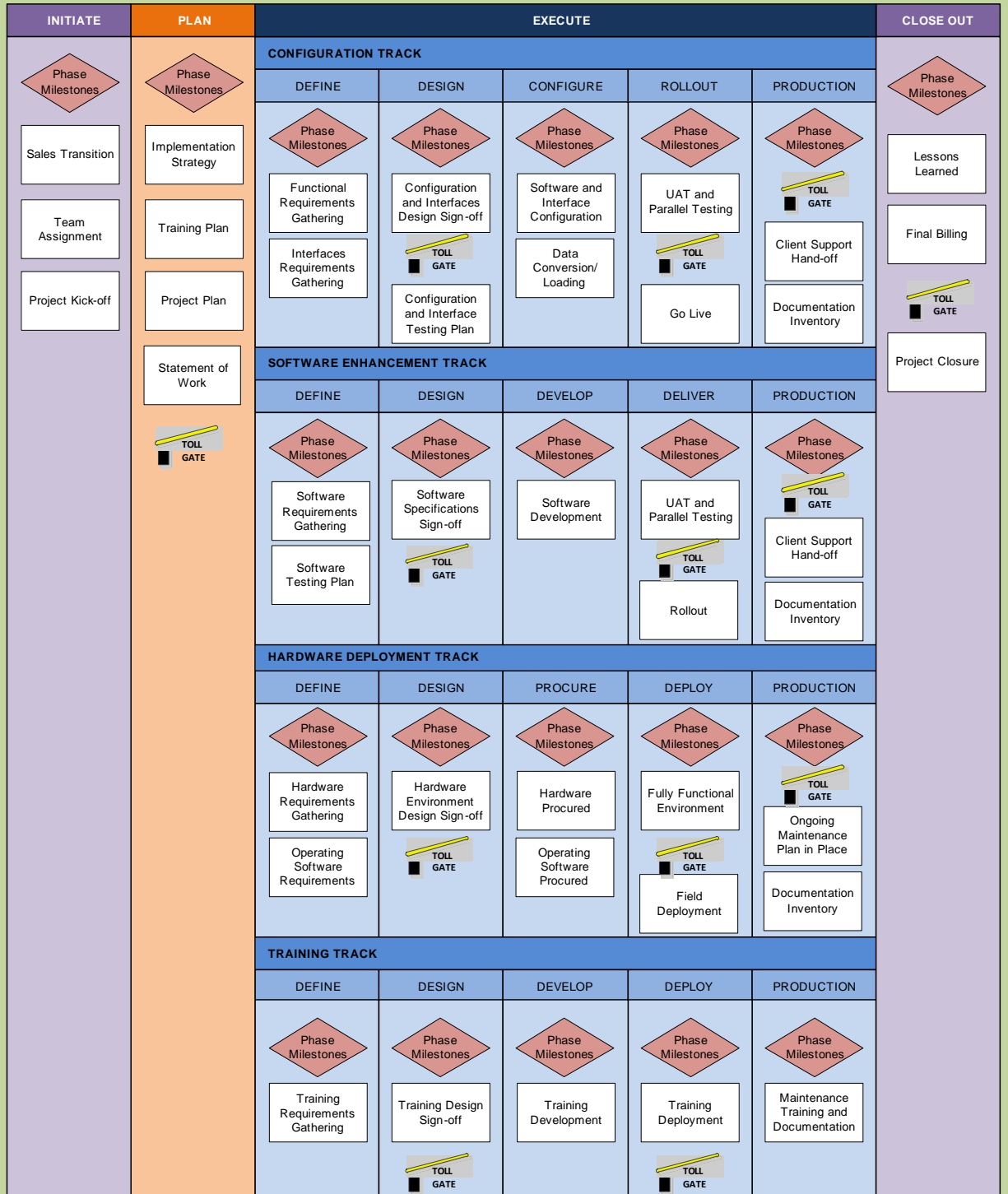
Empower Software's highly proven implementation methodology, consisting of Initiate, Plan, Execute, and Close Out phases (shown below), will be used to guide the City of Bloomington /Empower Software implementation.

Phased Approach

The purpose of this section is to define the standard deliverables that are accomplished during each phase of the implementation project. The Execute Phase is broken into multiple tracks to represent each area of the overall project, they are:

- Initiate
- Plan
- Execute
 - Configuration Track:
 - Define
 - Design
 - Configure
 - Deliver
 - Transition
 - Software Development Track:
 - Define
 - Design
 - Develop
 - Deliver
 - Transition
 - Hardware Deployment Track:
 - Define
 - Design
 - Develop
 - Deliver
 - Transition
 - Training Track:
 - Define
 - Design
 - Develop
 - Deploy
 - Production
- Close Out

EMPOWER'S SOFTWARE DEVELOPMENT AND IMPLEMENTATION METHODOLOGY



MONITOR AND CONTROL

- | | | | | | | | |
|------------------|-----------------|--------------------------|-----------------------|---------------------|-------------------|-------------------|---------------------|
| Scope Management | Risk Management | Communication Management | Performance Reporting | Schedule Management | Budget Management | Change Management | Contract Management |
|------------------|-----------------|--------------------------|-----------------------|---------------------|-------------------|-------------------|---------------------|

3.1 Plan

Plan is the second phase of an implementation. The primary objectives of this phase include:

- Develop the Implementation Strategy
- Develop the Empower Training Plan
- Develop the Empower Project Plan
- Develop, review, and secure City of Bloomington sign-off of the Statement of Work (SOW), which must include the Implementation Strategy and Project Plan.

The following table lists high-level responsibilities and deliverables for this phase:

Empower Software Responsibilities	City of Bloomington Responsibilities	Phase Deliverables
<ul style="list-style-type: none"> • Determine Empower’s participation in City of Bloomington’s Implementation and Training Plan • Finalize the Empower Project Plan • Finalize SOW 	<ul style="list-style-type: none"> • Provide Subject Matter Experts • Provide IT personnel • Present City of Bloomington’s Implementation and Training Plan • Review and signoff on SOW 	<ul style="list-style-type: none"> • Statement of Work (SOW) • Empower Project Plan • Empower Training Plan • Empower Test Plan

The deliverables and required responsibilities for this phase are detailed below:

Implementation Strategy - The Implementation Strategy details the plan on how to roll out the software to City of Bloomington’s locations. City of Bloomington will provide Empower Software with the target dates of which City of Bloomington locations will be in production by and will work closely with Empower to develop the plan.

Training Plan - The Training Plan will include details related to class agendas, content, curriculum and logistics. City of Bloomington is responsible for business process change training and customized end-user documentation. The Training Plan details the plan to train the City of Bloomington Core Team, Training Department/Corporate Super-users/Administrators and Technical Team through the following classes:

- Employee Self Service
- Dashboard Reporting
- Time and Attendance and Scheduling
- Administration Training

Project Plan - The Project Plan defines the tasks, durations, and target start and end dates necessary to deliver the EmpowerWFM system to the City of Bloomington locations.

Statement of Work - The Statement of Work documents the implementation strategy, training plan, project plan, support process, fee schedule, and any supporting process or decisions as part of the EmpowerWFM rollout. The Statement of Work will be reviewed with City of Bloomington and signoff received before the Execute Phase of the project starts.

Implementation Test Plan – This plan defines the detailed test types to be conducted during the project, such as unit testing, integration testing, User Acceptance Testing, etc. The detailed test scripts and scenarios will be develop during the Design Phase and will be a partnership effort between Empower and City of Bloomington.

3.2 Execute

Execute is the third phase of an implementation. This phase is broken down into 4 different tracks, the Configuration, Software Enhancement, Hardware Deployment, and Training tracks.

3.2.1 Configuration Track

The Configuration Track is related to all of the work necessary to gather the functional and interface requirements, perform configuration, delivery, training, and testing of EmpowerWFM and its identified interfaces. The Configuration Track is divided into 5 sub-phases which are *Define*, *Design*, *Configure*, *Rollout*, and *Production*.

DEFINE	DESIGN	CONFIGURE	ROLLOUT	PRODUCTION
Phase Milestones	Phase Milestones	Phase Milestones	Phase Milestones	Phase Milestones
Functional Requirements Gathering	Configuration Design Sign-off	Software and Interface Configuration	UAT and Parallel Testing	Client Support Hand-off
Interfaces Requirements Gathering	Configuration and Interface Testing Plan	Data Conversion/ Loading	Go Live	Documentation Inventory

Define is the first sub-phase of the **Configuration Track**. The primary objective of this sub-phase is to gather the functional and interfacing requirements pertaining to the project.

The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Facilitate detailed Functional Requirements Gathering Sessions with City of Bloomington Facilitate detailed Interfaces Requirements Gathering Sessions with City of Bloomington 	<ul style="list-style-type: none"> Provide Subject Matter Experts for each Interface and Functional Requirement Gather requirements supporting documentation Provide any City of Bloomington Technical specifications as required, eg integration definitions. Provide Empower with Interface Requirements 	<ul style="list-style-type: none"> Empower to provide documented Configuration Requirements* Empower to provide documented Interface Requirements* <p><i>* The deliverables listed directly above are Draft documents gathered during the Define Sub-Phase. The final versions will be delivered as approved documents in the Design Sub-Phase.</i></p>

The deliverables and required responsibilities for this phase are detailed below:

Configuration Requirements – During the configuration requirements gathering sessions, which will be facilitated by Empower, City of Bloomington will provide the specific detailed requirements necessary to configure the EmpowerWFM system. Empower Software will utilize its EmpowerWFM Business Process Workbook to document the detailed City of Bloomington requirements. City of Bloomington will gather all necessary supporting documentation which details these requirements, including but not limited to policy documents, union contracts, and employee handbooks. The Empower Software Project Team will meet with the City of Bloomington Subject

Matter Experts to review the documentation provided by City of Bloomington and document the agreed upon requirements.

Interfaces Requirements - The interfaces requirements gathering sessions provide details and will break down the format, data fields, frequency, delivery mode, and process flow of the interfaces between the EmpowerWFM and City of Bloomington systems. Empower Software will utilize its Interfaces Requirements Gathering tool to document the detailed City of Bloomington interfaces requirements. City of Bloomington will gather all necessary supporting documentation which details these requirements and will engage current City of Bloomington Vendors if required. The Empower Software Project Team will meet with the City of Bloomington Subject Matter Experts to review the documentation provided by City of Bloomington and document the agreed upon interface requirements in a single Interface Design Document (IDD) which will be approved by City of Bloomington.

Interfaces (identified and included in scope)

Description	Source	Target	Method	Responsible	Notes
MUNIS HR to Empower	MUNIS HR Module	EmpowerWFM	FlatFile	City of Bloomington	Empower will provide City of Bloomington with the required format and fields to be extracted from MUNIS HR.
Empower to MUNIS Payroll	EmpowerWFM	MUNIS Payroll	FlatFile	Empower	Empower will create a flatfile with pay data in MUNI'S required format
Scheduling System to EmpowerWFM	Scheduling System	EmpowerWFM	FlatFile	City of Bloomington	Empower will provide City of Bloomington with the required format and fields to be extracted for employee schedules

Reporting - Note - Except for those reports listed separately, any reports that are not accounted for with standard reports will be written by City of Bloomington utilizing Empower Software Reporting.

Description	Notes
TBD during analysis meetings	Empower will create up to 25 time keeping, scheduling and accruals reports for no additional cost and will develop report templates that City of Bloomington can modify to create additional custom reports. If this is not sufficient Empower will create an additional 15 reports for the City of Bloomington.

Design is the second sub-phase of the **Configuration Track**. The primary objective of this sub-phase is to do design plans for testing as well as completing the Configuration Design Document which will be the basis for configuration of the system. The following table lists high-level responsibilities, deliverables and tools for this phase:

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Complete Configuration Design Document Complete Interfaces Design Document 	<ul style="list-style-type: none"> Provide Subject Matter Experts Sign off on Configuration Design Document Sign-off on Interfaces Design Document 	<ul style="list-style-type: none"> Empower to provide Configuration Design Document (CDD) Empower to provide Interfaces Design Document (IDD) City of Bloomington to provide sign-

		off on Configuration Design Document <ul style="list-style-type: none"> • City of Bloomington to provide sign-off on Interface Design Documents • Updates to the Empower Test Plan
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The deliverables and required responsibilities for this phase are detailed below:

Configuration Design Documents – Empower Software will document all Configuration and Interfaces requirements gathered during the Define Sub-Phase into Configuration and Interfaces Design Documents. Empower Software will conduct Configuration and Interfaces Design review meetings with City of Bloomington. City of Bloomington will provide Sign-off to the Configuration and Interfaces Design Documents. City of Bloomington Sign-off is required prior to starting the Configure Sub-Phase.

Updates to the Empower Test Plan – The Empower Test Plan, attachment 3, details how the application will be properly tested by Empower and City of Bloomington. Empower Software will update its Test Plan to document the detailed test scenarios for Integration Testing and User Acceptance Testing (UAT). Empower Software and City of Bloomington will conduct meetings to review the Empower Test Plan, make necessary changes required by City of Bloomington’s own testing process and polices, and document the detailed test scenarios.

Configure is the third sub-phase of the Configuration Track. The primary objective of this sub-phase is to configure the EmpowerWFM system, configure the interfaces, and perform unit testing. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> • Configure the EmpowerWFM System • Employee data loading • Configure interfaces • Unit testing 	<ul style="list-style-type: none"> • Provide Subject Matter Experts • Configure City of Bloomington interfaces • Provide employee data in Empower’s required format 	<ul style="list-style-type: none"> • Configured EmpowerWFM Scheduling Module • Populated EmpowerWFM application with employee data • Configured Interfaces

The deliverables and required responsibilities for this phase are detailed below:

Configured EmpowerWFM System – Empower Software will configure and perform unit testing to the EmpowerWFM system to meet the City of Bloomington deliverables documented and signed-off in the Configuration Design Document. Empower Software’s Implementation Specialists will work with City of Bloomington to facilitate training on configuration specific to City of Bloomington.

Populated EmpowerWFM application with initial data loads – City of Bloomington will provide Empower Software will all required data (eg employee data, facility data, etc) in the Empower Software’s required format necessary to populate the EmpowerWFM application. Empower Software will perform the initial data load. Once the initial data is loaded, City of Bloomington will perform data validation to confirm accuracy.

Configured interfaces - Empower Software will configure and perform unit testing to the Empower Software responsible interfaces to meet the interfaces specifications documented and signed-off in the Interfaces Design Documents. City of Bloomington will configure and perform unit testing to the City of Bloomington responsible interfaces to meet the interfaces specifications documented and signed-off in the Interfaces Design Documents

Rollout is the fourth sub-phase of the Configuration Track. The primary objective of this sub-phase is to provide Train the Trainer and Corporate Super-User/Administrator training, conduct User Acceptance testing, sign off on the configured system, and deploy it to the Pilot Division. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> • Deliver Train the Trainer and Corporate Super-User training • Participate in all City of Bloomington Testing, including System/Integration, End-to-end, Performance and User Acceptance • Timely resolution of EmpowerWFM software defects 	<ul style="list-style-type: none"> • Attend End User training • Perform User Acceptance testing • Training on City of Bloomington Business Process • Customized End User Documentation and Training 	<ul style="list-style-type: none"> • Trained Staff • Empower to provide test scripts and results from unit testing • Successful User Acceptance Testing • City of Bloomington Sign-off Letter

The deliverables and required responsibilities for this phase are detailed below:






Trained Staff – Empower Software will provide training to Corporate SuperUser/Administrator Training and will work with City of Bloomington to support their training plan. The training documentation provided by Empower will be a Standard Administrator Guide. City of Bloomington will provide the training facilities, necessary equipment, and training attendees.

City of Bloomington Sign-off – City of Bloomington will provide Empower Software with sign-off of the configured EmpowerWFM system once it is properly tested and confirmed that City of Bloomington’s requirements have been met. City of Bloomington must also approve and sign-off on any work around created in case of a software or technological limitation.

Successful Integration and User Acceptance Testing - Testing will occur at all the key junctures during the implementation process. Unit Testing, User Acceptance and End to End testing will be executed by Empower Software and City of Bloomington to assure data and system integrity. Both City of Bloomington and Empower Software have a vested interest in ensuring the necessary business requirements are met. Testing results will be documented including any results that did not turn out as expected. Empower Software will remediate these in accordance with the mutually agreed test plan.

3.2.2 Software Enhancement Track

The Software Enhancement Track encompasses the tasks needed to document all requirements and specifications, develop, test, and deliver all needed software enhancements identified. This track will be utilized only if there is a need for software enhancements.

DEFINE	DESIGN	DEVELOP	DELIVER	PRODUCTION
 Phase Milestones Software Requirements Gathering	 Phase Milestones Software Specifications Sign-off Software Testing Plan	 Phase Milestones Software Development	 Phase Milestones UAT and Parallel Testing Rollout	 Phase Milestones Client Support Hand-off Documentation Inventory

Define is the first sub-phase of the **Software Enhancement Track**. The primary objective of this sub-phase is to gather the detailed requirements for each of the software gaps. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Facilitate detailed Gap Requirements Gathering Sessions with City of Bloomington Provide City of Bloomington access to an Empower environment for in-process development review Maintain software configuration control 	<ul style="list-style-type: none"> Provide Subject Matter Experts for each Gap Requirements Gather requirements supporting documentation Provide any City of Bloomington Technical specifications as required, eg integration definitions. Review and approve Empower Specifications for all Gaps 	<ul style="list-style-type: none"> Functional Requirements Document for all Gaps documented in the Software Enhancement Specification Documents (SESD)

The deliverable and required responsibilities for this phase are detailed below:

Software Enhancement Specification Documents (SESD) for all Gaps - The SESDs detail software enhancement requirements for each of the gaps identified. These requirements must be detailed enough to allow the Empower Development Team to create the specifications. City of Bloomington will gather all necessary supporting documentation. The Empower Software Project Team will meet with the City of Bloomington Subject Matter Experts to review the documentation provided by City of Bloomington and document the agreed upon requirements. Each SESD will include a two-step City of Bloomington approval process: 1) City of Bloomington will first approve the detailed requirements description, which will be used to create the specifications, and 2) City of Bloomington will approve the final specifications created by Empower’s Development Team explaining how the requirements will be met.

Design is the second sub-phase of the **Software Enhancement Track**. The primary objective of this sub-phase is to create the Software Enhancement Specifications for each of the Gaps identified. The following table lists high-level responsibilities and deliverables for this phase:

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Complete Software Enhancement Specifications Documents Develop the Software 	<ul style="list-style-type: none"> Provide Subject Matter Experts Sign off on Software Enhancement Specifications Documents 	<ul style="list-style-type: none"> Empower to provide the Software Enhancement Specifications Documents (SESD) for each Gap

Enhancement Test Plan		<ul style="list-style-type: none"> • City of Bloomington to provide two sign-offs for each Software Enhancement Specifications Document (SESD) • Empower to update the Empower Test Plan • Empower to provide test scripts and results from unit testing
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The deliverables and required responsibilities for this phase are detailed below:

Updates to the Software Enhancement Specifications Documents (SESD) – Empower Software will update each of the SESDs with specifications for each Gap found in Attachment 1 based on the requirements gathered and approved by City of Bloomington during the Define Sub-Phase. These specifications will detail the “how-to” and Empower Software will conduct Specification review meetings with City of Bloomington. City of Bloomington will provide Sign-off to each of the Software Enhancement Specifications Documents. City of Bloomington Sign-off is required prior to starting the Develop Sub-Phase.

Updates the Empower Test Plan – The Empower Test Plan, attachment 6, details how the application will be properly tested by Empower and City of Bloomington. Empower Software will update its Test Plan tool to document the scenarios needed to test each of the software enhancements. Empower Software and City of Bloomington will conduct meetings to review the Software Test Plan, make necessary changes required by City of Bloomington’s own testing process and polices, and document the detailed test scenarios.

Develop is the third sub-phase of the **Software Enhancement Track**. The primary objective of this sub-phase is to develop the software enhancements based on the City of Bloomington approved specifications. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> • Develop the Software Enhancements • Unit testing 	<ul style="list-style-type: none"> • Provide Subject Matter Experts 	<ul style="list-style-type: none"> • Empower to provide the Software Enhancements

The deliverables and required responsibilities for this phase are detailed below:

Software Enhancements – Empower Software Development Team will provide the proper software code and changes needed to develop all required software enhancements.

Deliver is the fourth sub-phase of the **Software Enhancement Track**. The primary objective of this sub-phase is to provide the enhanced EmpowerWFM system with the new functionality required to meet all Gaps, conduct User Acceptance testing, and sign off on the enhanced system. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> • Participate in all City of Bloomington Testing, including System/Integration, End-to-end, Performance and User Acceptance 	<ul style="list-style-type: none"> • Perform User Acceptance testing • End User Documentation and Training 	<ul style="list-style-type: none"> • Empower to provide documented release notes and installation instructions • City of Bloomington Sign-off Letter

<ul style="list-style-type: none"> • Timely resolution of EmpowerWFM software defects • Provide release notes and installation instructions 		upon completion of successful UAT
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The deliverables and required responsibilities for this phase are detailed below:

Documented Release Notes and Installation Instructions – Empower will provide release notes and installation instructions for each of the version releases.

Successful User Acceptance Testing – Once the enhanced software is released, City of Bloomington will perform User Acceptance testing to validate the Gaps have been mitigated.

City of Bloomington Sign-off – City of Bloomington will provide Empower Software with sign-off of the enhanced EmpowerWFM system once it is properly tested and confirmed that City of Bloomington’s requirements have been met. City of Bloomington must also approve and sign-off on any work around created in case of a software or technological limitation.

3.2.3 Hardware Deployment Track

The Hardware Deployment Track will be used if City of Bloomington decides to host the EmpowerWFM system at City of Bloomington offices. This track defines the hardware, software, and technical requirements necessary to build a hosting environment to properly host and support the EmpowerWFM application based on City of Bloomington’s unique requirements.

DEFINE	DESIGN	PROCURE	DEPLOY	PRODUCTION
Phase Milestones	Phase Milestones	Phase Milestones	Phase Milestones	Phase Milestones
Hardware Requirements Gathering	Hardware Environment Design Sign-off	Hardware Procured	Fully Functional Environment	Ongoing Maintenance Plan in Place
Operating Software Requirements		Operating Software Procured	Field Deployment	Documentation Inventory

Define is the first sub-phase of the **Hardware Deployment Track**. The primary objective of this sub-phase is to gather the hardware and operating software requirements pertaining to the project. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> • Facilitate detailed hardware and operating software Requirements Gathering Sessions with City of Bloomington • Provide hardware and operating software minimum and recommended requirements 	<ul style="list-style-type: none"> • Provide Subject Matter Experts • Gather requirements supporting documentation 	<ul style="list-style-type: none"> • Minimum and recommended hardware and operating software requirements

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The deliverables and required responsibilities for this phase are detailed below:

Minimum and Recommended Hardware and Operating Software Requirements – Empower will provide documentation defining the minimum and recommended hardware and operating software requirements for City of Bloomington’s review and validation against its IT policies.

Design is the second sub-phase of the **Hardware Deployment Track**. The primary objective of this sub-phase is to develop the overall Hosting Environment design and secure the proper sign-offs. The following table lists high-level responsibilities, deliverables and tools for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Provide input to the Hardware Environment Design Document 	<ul style="list-style-type: none"> Provide Subject Matter Experts Develop the Hardware Environment Design Document 	<ul style="list-style-type: none"> Hardware Environment Design Document

The deliverable and required responsibilities for this phase are detailed below:

Hardware Environment Design – City of Bloomington will develop the overall design plan for the hardware environment based on City of Bloomington’s IT policies, expected hardware specifications, and input from Empower. Both Empower and City of Bloomington must sign-off on this design.

Procure is the third sub-phase of the **Hardware Deployment Track**. The primary objective of this sub-phase is to procure all of the necessary hardware and software needed to build the City of Bloomington Hosting Environment. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Provide assistance and input 	<ul style="list-style-type: none"> Purchase all necessary hardware and software needed to build the hosting environment 	<ul style="list-style-type: none"> Confirmed and approved orders for hardware and software

The deliverable and required responsibilities for this phase are detailed below:

Confirmed and approved orders for hardware and software – City of Bloomington will perform the necessary activities to successfully receive approval and order the necessary hardware and software in order to build the hosting environment.

Deploy is the fourth sub-phase of the **Hardware Deployment Track**. The primary objective of this sub-phase is to install the hardware and software in order to deploy a fully running hosting environment. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Provide assistance and input Install the Empower software Provide installation training 	<ul style="list-style-type: none"> Install the Hardware Environment to Host the EmpowerWFM system and supporting software 	<ul style="list-style-type: none"> City of Bloomington to build the hosting environment Empower to train City of

		Bloomington on Empower software installation <ul style="list-style-type: none"> • Empower to install the empower software • City of Bloomington to deploy environment to the field
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The deliverables and required responsibilities for this phase are detailed below:

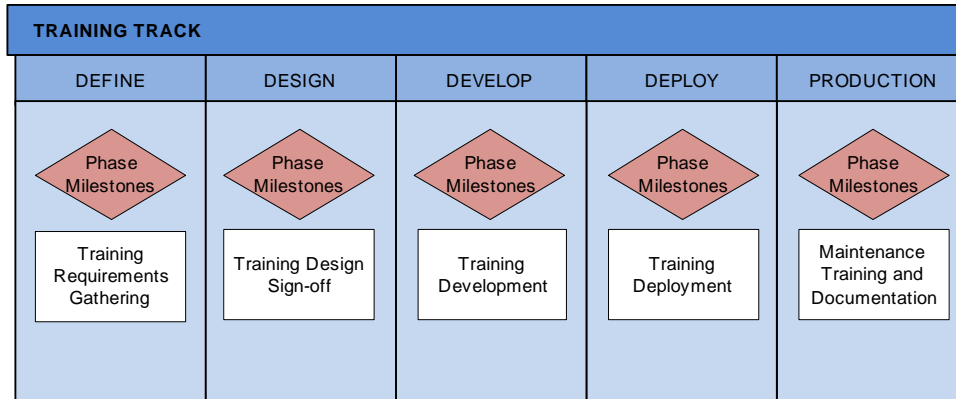
Hosting Environment – City of Bloomington will install and necessary hardware and software in order to deploy a fully functional hosting environment. Empower Software will provide assistance and input as necessary

Installation Training – Empower will provide the necessary training to the City of Bloomington IT Team on how to install the Empower software in City of Bloomington’s hosting environment.

Empower to Install the Empower Software – Empower will install the EmpowerWFM Software in City of Bloomington’s hosting environment. City of Bloomington will provide assistance and input as necessary.

City of Bloomington to deploy environment to the field – City of Bloomington will deploy the hosting environment to the field so the end-users can have the proper access to the Empower WFM application and interfaces can run properly.

3.2.4 Training Track



Define is the first sub-phase of the **Training Track**. The primary objective of this sub-phase is to gather the requirements for how the City of Bloomington staff will be trained. The following table lists high-level responsibilities and deliverables for this phase:

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> • Provide details on available classes 	<ul style="list-style-type: none"> • Provide Subject Matter Experts and Training Team Staff • Provide details on end-users and responsibility details 	<ul style="list-style-type: none"> • Training Requirements

The deliverables and required responsibilities for this phase are detailed below:

Training Requirements – Empower will document all training requirements by topic and users.

Design is the second sub-phase of the **Training Track**. The primary objective of this sub-phase is to create the training classes based on City of Bloomington training requirements. The following table lists high-level responsibilities and deliverables for this phase:

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Develop training design 	<ul style="list-style-type: none"> Provide final feedback on Design 	<ul style="list-style-type: none"> Training Design and Sign-off

The deliverable and required responsibilities for this phase are detailed below:

Training Design and Sign-off – Empower will provide the training design to include the training classes, training schedule, and required end-users to be trained. City of Bloomington will sign-off on the Training Design.

Develop is the third sub-phase of the **Training Track**. The primary objective of this sub-phase is to develop the training classes. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Develop the training classes 	<ul style="list-style-type: none"> Provide input as necessary 	<ul style="list-style-type: none"> Training Classes

The deliverables and required responsibilities for this phase are detailed below:

Training Classes – Empower Software Training Team will develop the necessary training classes as documented in the Training Design.

Deploy is the fourth sub-phase of the **Training Track**. The primary objective of this sub-phase is to deliver the training classes to the City of Bloomington end-users. The following table lists high-level responsibilities and deliverables for this phase.

Empower Software Responsibilities	City of Bloomington Responsibilities	Deliverables
<ul style="list-style-type: none"> Provide training 	<ul style="list-style-type: none"> Participate in training 	<ul style="list-style-type: none"> Trained staff

The deliverables and required responsibilities for this phase are detailed below:

Trained Staff – All required end-users are trained on the EmpowerWFM system. Empower normally employs a Train the Trainer approach where the Super-Users and Trainers from City of Bloomington will be trained and in turn, the City of Bloomington Trainers will train the end-users. Empower may provide additional training to end-users up to 30 participants.



4. Production Support

Production Transition is the fifth and final sub-phase of the **Execute** Phase. The primary objective of this sub-phase is to transition City of Bloomington to the Empower City of Bloomington Services team. City of Bloomington will have to have signed off on all milestones and deliverables and all issues worked.

Operational Schedule

- Normal business hours for support are Monday through Friday from 8:00 a.m. to 8:00 p.m. EST, except holidays.

Dedicated Client Support Team

- **Support Account Managers:** A dedicated team working from Empower HQ and responsible for handling daily support requests and other tasks deemed necessary to support City of Bloomington.

4.1 Roles and Responsibilities

A proper Empower Software/City of Bloomington project team is critical to the success of any Implementation. The following provides general descriptions of the key roles on the Empower Software Implementation Team

Roles	Empower Software Responsibilities
Project Sponsor	<ul style="list-style-type: none"> • Escalation • Change Control Authority • SOW / Scope Signer • Provide structured project guidance relative to corporate tactics, strategies, goals and mission
Project Manager	<ul style="list-style-type: none"> • Manage Executive Communications between Empower Software and City of Bloomington • Facilitate Executive Status Meetings • Define project objectives, goals and key strategies in coordination with City of Bloomington Project Management • Manage issues resolution, risk management and change management processes • Provide review of key deliverables and assure quality of such deliverables • Provide for timely and accurate communication of project status, issues and risks • Manage progress to plan and initiate actions appropriate to maintain project's probability of achieving plan • Manage the project plan and adjust the plan to accommodate additional interfaces, adjustments to data conversion estimates, and variations in application configuration • Resolve resource conflicts causing risk to project goals • Participate in periodic meetings and status conference calls • Assist in decisions on configuration, policies and procedures • Assist City of Bloomington project manager in identifying specific resources for the project team • Develop project plans • Assist in development and management of the implementation roll-out plan • Conduct Testing Strategy Meeting • Assist City of Bloomington project manager how to schedule training for the project team • Allocate the required resources regularly and accurately report progress

Roles	Empower Software Responsibilities
Implementation Specialists	<ul style="list-style-type: none"> • Mapping of City of Bloomington business requirements to the processes within the applicable applications • Providing recommendations on how product gaps should be addressed • Development of Functional Specifications for custom processes and outbound interfaces • Data mapping of employee data to the Empower Software applications • Assistance with or perform configuration of applicable application • Partner during integration testing • Providing guidance and assistance during user testing and parallel testing • Providing guidance and assistance through initial live processing • Regularly and accurately report progress to the Empower Software Project Manager • Report all issues or risks to the Empower Software Project Manager

The City of Bloomington project team will be responsible for providing the analysis requirements, completing required training, providing required source data, conducting required testing and validation of all source data and test results. The City of Bloomington project team should include Subject Matter Experts throughout the duration of the engagement. The following section describes the specific City of Bloomington roles and responsibilities that are required to make the Implementation a success. The following table outlines aspects of key roles for City of Bloomington for this comprehensive project.

Roles	City of Bloomington Responsibilities
Project Sponsor	<ul style="list-style-type: none"> • Serve as key decision contact between Empower Software and City of Bloomington • Resolve corporate policy decisions impacting workflows or procedures • Point of contact for failure to meet critical or expected service levels • Periodic contact with Empower Software Project Sponsor on issues, progress, and direction. • Escalation point for failure to pay an invoice • Change Control Authority • SOW / Scope Signer • Define project objectives, goals and key strategies in coordination with Empower Software Project Management • Define and secure all required resources (facility, financial and human) within City of Bloomington • Provide decision making responsibilities • Approval and sign-off on project deliverables

Roles	City of Bloomington Responsibilities
Project Manager	<ul style="list-style-type: none"> • Manage issues resolution, risk management, change management processes, milestones, obtaining required documents, resolving process flow issues, defining implementation strategies. • Co-coordinate kick-off meeting • Provide team leadership to meet project milestones • Provide review of key deliverables and assure quality of such deliverables • Provide for timely and accurate communication of project status, issues and risks • Manage progress to plan and initiate actions appropriate to maintain project's probability of achieving plan • Develop implementation strategies with the team • Escalate corporate policy decisions impacting workflows or procedures • Assign resources and direct implementation team to the appropriate Subject Matter Expert • Report status and resolve issues • Coordinate status and steering committee meetings (made up of team leads) • Contact weekly or often daily throughout process with Implementation Team • Escalation point for minor implementation milestones that threaten to become major
Functional Area Managers	<ul style="list-style-type: none"> • Participate in business requirements/analysis sessions • Review and provide feedback on analysis documentation • Direct City of Bloomington resource involvement for the scope area • Report on progress of City of Bloomington tasks and deliverables
Subject Matter Experts	<ul style="list-style-type: none"> • Attend Welcome Session. • Attend project kick-off overview meeting, as appropriate • Attend required training • Define organization structure • Define and implement department security • Define reporting and interface requirements ▪ Define data mapping • Complete questionnaires as may be required • Participate in business requirements/analysis sessions • Gather all Analysis requirements/information • Review and provide feedback on analysis documentation • Coordinate with Empower Software's Implementation Consultant(s) • Approve implementation design documents (as required) • Assist in mapping and data conversion effort • Define fields and data required • Plan, develop and execute test cycle scripts for user acceptance and parallel testing • Participate in verifying employee data • Execute live production processing
Education Specialist	<ul style="list-style-type: none"> • The Education Specialist is responsible for coordinating the development, completion and delivery of end user training materials (as necessary). They may also provide subject matter expertise.

4.2 Project Reporting

The following table summarizes the communication tools the Project Team and City of Bloomington will use during the implementation life cycle.

Tool	Description	Distribution	Frequency
Project Schedule	Communicates progress of specific activities and identifies resource requirements. (Project Workbook)	Empower Software and City of Bloomington Project Team	Weekly
Meetings	Used to coordinate work efforts, assess problem situations, and discuss open issues. Meetings will be conducted both in person and via conference call, and outcomes will be documented in the minutes.	Project Functional Work Teams Service Line Teams All Project Teams & Project Sponsor Executive Team	Weekly
Status Report	Displays the progress of key milestones and alerts management to any critical issues. (Project Workbook)	Empower Software and City of Bloomington Senior Management	Weekly
Issues Log	Tracks the status, ownership, and resolution of identified project issues. (Project Workbook)	Empower Software and City of Bloomington Project Team	Weekly
Risk Assessment Log	Tracks identified risks, probability, severity, ownership, and potential responses. (Project Workbook)	Empower Software and City of Bloomington Project Team	Weekly

4.3 Change Management

Change refers to any deviation in original scope, deliverables, assumptions, responsibilities, terms of acceptance, or communications including status reporting which may or may not have impact on costs and/or schedules as originally defined and agreed to. The purpose of the Change Control process is to effectively manage the impact or requested changes to the project. The project will use Change Requests (CRs) to aid in the timely issue resolution and Change Control.

Change Requests record any (and every) change to the project baseline. The purpose is to provide a consistent format to record changes on the scope, cost and timelines and provide the project sponsors information necessary to approve, decline or defer the change request. Change Requests should be prepared by Project Managers prior to delivery to the Change Control Board (CCB). If the Change Request is not responded to in the agreed upon time period, the escalation process will be used. Change Requests will be logged and tracked by the project managers. A summary status of these is provided in the status reports.

Overall Change Control will address:

- The influencing factors which create changes to ensure that changes are beneficial
- Determining that a change has occurred
- Managing the actual changes when and as they occur

Overall Change Control requires:

- Complete project plan and product definition documentation (i.e. Statement of Work or other baseline such as the Preliminary Statement of Work)
- Status Reporting
- Change Request form
- Change Control Process (Identify, investigate, decide, implement or not implement).
- Project Plan Updates

Typically, requests for changes to expectations, timeframes or scope begin as issues. The issues will be documented by the Project Manager, End User or Major Stakeholders and be assigned a priority (high, medium or low) by the project manager. The request will then be reviewed by the project Change Control Board (Project Managers, City of Bloomington Representatives and key Program Stakeholders) to determine the impact to the scope and timeline. A recommendation will be prepared containing all of the pertinent information regarding the change to the core requirements and be communicated to the project team. Typically, this information will be presented as a part of the weekly status meeting but may require a separate meeting depending upon the complexity of the request.

The Project Managers for City of Bloomington and Empower Software can jointly approve a change that will not impact any milestone or the final delivery date. Changes that impact the final delivery date or the date of a major deliverable will require the approval of senior management as well as the Change Control Committee. This step will ensure that everyone is aware that the final implementation date has changed as a result of a business decision that is fully supported by the appropriate stakeholders.

Any request that is not approved will be tracked as an out of scope item and classified as deferred or closed.

Once received, the request will be reviewed by the CCB. This committee will be comprised of the following members:

Name	Company	Project Role	Title
TBD	City of Bloomington	Project Sponsor	
TBD	City of Bloomington	Project Sponsor	
Renato Ribeiro	Empower Software	Project Sponsor	Director of Implementation
Barbara Sandoval	Empower Software	Project Sponsor	Sales Manager

Upon reviewing the Change Request the ELSS CCB may:

- Approve the Change Request.
- Modify and approve the Change Request.
- Reject the Change Request as an undesirable change for the project, with an explanation.

Submitters of Change Requests may modify and resubmit the change request through the process. All decisions made by the CCB will be considered final unless specifically re-addressed by the Project Sponsors.

5. Assumptions/Constraints/Dependencies

The following key assumptions were used to develop the Scope of Services; changes to these assumptions may result in Change Control.

Overall Project

- The estimated target live dates may change and will be confirmed once all analysis is complete and the scope is finalized.
- During the course of the implementation, City of Bloomington will minimize changes to the current scope outlined in this SOW. If changes are made, they will be provided to Empower Software in writing following the change control process outlined in this document.
- City of Bloomington will be responsible for obtaining all of the required data from the current City of Bloomington system(s) for the initial data load. Data will be supplied in the agreed upon file format(s) each time a data conversion is necessary.
- City of Bloomington will perform a comprehensive review of the initial data load and complete sign-offs as required.
- Five (5) years of historical Time entry data will be converted as part of this project.
- City of Bloomington will need to identify the reports they would like to be written in Empower Software Reporting. Empower will create up to 20 time keeping, scheduling and accruals reports for no additional cost and will develop report templates that City of Bloomington can modify to create additional custom reports.
- The implementation will be managed using Empower Software’s standard implementation methodology outlined in this document.
- City of Bloomington will assign a project manager to oversee the project and will assign other team members from human resources, benefits, finance, payroll, etc. as required. The project manager should have cross-functional authority and access to executive authority to resolve issues on a timely basis.
- City of Bloomington will assign a project team that will be responsible for providing the analysis requirements, completing required training, and conducting required testing and validation of all source data and test results. The City of Bloomington project team should include Subject Matter Experts throughout the duration of the engagement.
- The City of Bloomington project team should be assigned and all members attend the Kickoff Meeting.
- City of Bloomington should begin gathering analysis information highlighted in the Kickoff Meeting. This information will be entered into the Configuration Design Document during the Execute phase of the project.
- Access and participation of City of Bloomington team members is required through the implementation project life cycle with peak times during Plan, and Execute phases. Availability of the City of Bloomington team members will directly impact project milestones and the anticipated start date.
- City of Bloomington Project Team members are required to attend applicable Empower Software training courses as outlined in the Training Plan.
- Empower Software will need access to open cubicle work spaces for our implementation associate(s) during any on-site visits, including work spaces, direct dial phone lines, data communication lines, electrical power sources and access to facsimile, printing, and photocopying equipment.
- Analysis work will be performed through assigned City of Bloomington SMEs.

6. Pricing and Payment Schedule

One Time Costs

28 Maximus Clocks	@ \$1,456ea	\$ 40,768
Annual Repair Maintenance		\$ 5,096
EmpowerWFM Software w Scheduling	1300 @ \$40ea	\$ 52,000
Annual Maintenance		\$ 10,400
Data Conversion (5 years of history)	BrekGroup	\$ 27,500
Professional Services		\$132,750

(Professional Services is a flat fee which will cover everything)

Total One Time Costs **\$268,514**

On Going Monthly Costs - SaaS

Call In Scheduling/Mobile Time Collection (300 licenses @ \$1.50/mo.)	VORTEX	\$ 450/mo.
IVR (80 people 12 months a year plus 75 – 100 part time summer help)	VORTEX	\$ 1,000/mo
Total on Going Monthly Costs		\$ 1,450/mo.

Annualized Monthly Costs \$ 17,400

Breakdown cost by year Maintenance & On Going Monthly Costs:

- Year 1 Total Costs	\$285,914
- Year 2 Total Costs	\$ 32,896
- Year 3 Total Costs	\$ 32,896
- Year 4 Total Costs	\$ 32,896
- Year 5 Total Costs	\$ 32,896

Total Cost over 5 Years \$417,498

Invoice and payment

- a) Implementation and Professional fees will be invoiced according to the following milestone payment schedule:
 - Completion of ???
 - Acceptance of ???
 - Successful completion of a ???
- b) Fixed price implementation fee is exclusive of out of pocket for travel and living expenses which will be billed monthly as incurred. Invoices will include expense reports itemizing expenses incurred as allowed by Empower travel policy

Atch 1 – Production Support



SLA Production
Support.doc

Atch 2 – Travel Policies



Empower Software
Travel and Expense F

Atch 3 – Empower Test Plan



Empower Test
Plan.docx



Agreed to and Accepted by:

Signature _____
(City of Bloomington – Authorized Signature)

Signature _____
(EMPOWER – Authorized Signature)

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

City of Bloomington - Empower

Statement of Work

Exhibit A

1. Invoice and payment

Implementation and Professional fees will be invoiced according to the following milestone payment schedule:

- Twenty-five percent of the following one-time costs upon execution of the End User Agreement:
 - Annual Repair Maintenance
 - EmpowerWFM Software and Scheduling
 - Annual Maintenance
 - Data Conversion
- Maximus Clocks, as delivered.
- Fifty percent of the one-time costs, listed above, upon completion of Empower's responsibilities and City of Bloomington Sign-Off as defined in the section 3.2.1 Rollout.
- Remaining balance of the one-time costs upon successful Production Transition, as defined in section 4 Production Support.

ONE TIME COSTS

			2011 Payment Schedule				
			Apr 2011- Contract Signed	Nov 2011 - T&A Go Live	Apr 2012 - Scheduling	Total	
28 Maximus Clocks	@ \$1,456 ea	Empower \$40,768				\$40,768	
Annual Repair Maintenance	@ \$5,096 annually	\$5,096	\$1,274	\$3,822		\$5,096	
EmpowerWFM Software & Scheduling	1,300 @ \$40 ea	\$52,000	\$13,000	\$39,000		\$52,000	
Annual Maintenance	@\$10,400 annually	\$10,400	\$2,600	\$7,800		\$10,400	
Data Conversion	5 yrs of history	\$27,500	\$6,875	\$20,625		\$27,500	
Professional Services	Fixed Bid	\$132,750		\$126,600	\$ 6,150	\$132,750	
Travel and Expenses	@Ten days (not to exceed)	\$20,000				\$20,000	
		TOTAL COSTS	\$288,514	\$23,749	\$197,847	\$6,150	\$288,514

ON GOING MONTHLY COSTS - SaaS

		Empower
Call In Scheduling/Mobile Time Collection	(300 licenses @ \$1.50/mo)	\$450
IVR (80 people 12 months a year plus 70 P/T summer help)		\$1,000
TOTAL MONTHLY COSTS		\$1,450
ANNUALIZED MONTHLY COSTS		\$17,400

ANNUAL BREAKDOWN (MAINTENANCE & MONTHLY)

Year 1	\$305,914	
Year 2	\$32,896	(\$17,400 Annualized Mo.; \$5,096 Annual Repair Maint.; \$10,400 Annual Maint.)
Year 3	\$32,896	
Year 4	\$32,896	
Year 5	\$32,896	

TOTAL COSTS OVER 5 YEARS

\$ 437,498

City of Bloomington - Empower

Statement of Work

Exhibit B

1. Feature Function Warranties

EmpowerWFM "System"

- System GPS will use Google Maps to convert coordinates into addresses at no charge.
- System will extract grant and work order information from Munis.
- System allows time or dollars spent to be viewed for a grant or work order using a dashboard alert for scheduled time to be created to indicate if a specified amount has been exceeded.
- System can generate finished shift report or dashboard item on actual hours at end of shift or day.
- System allows employees to self-select training hours via the Employee Self Service module, or supervisors to assign employees to training via the Scheduling module. Supervisors may override employees' schedule on the Scheduler screen that shows all employee schedules. (Supervisor will need to override the schedule per person, but does not need to go into each employee's schedule individually.)
- System provides reporting in "real-time" as of employee's last clock out.
- System will provide a dashboard alert (as often or at the required times) to view employees who have overtime in "real-time" as of employee's last clock out.
- System allows hours corrections in past pay cycles and the net hours adjustments will be passed to MUNIS in the current pay cycle.
- System allows setup of minimum hours for an employee shift (for pay) even if employee worked less hours.
- System provides a dashboard alert to view employees in the office and out of the office.
- System will import work rules from Munis that have been setup per position, but will be applied in the System per employee.
- System will extract changes to an employee's work rules from Munis when System and Munis synchronize employee data.
- System does not require a separate license to run Crystal reports.
- Feature Function Scoring and Demonstration Agenda is incorporated by reference and representation of System's capabilities.

Maximus Clocks

- In addition to the employee "clock in" and "clock out" function, clocks will allow employees to view hours worked and to transfer hours between departments. All other functions will be managed through the Employee Self Service module.

Reporting

- Empower will write all reports requested prior to June 1st, 2012 for time keeping, scheduling and accruals, for no additional cost.

Implementation

- Empower will produce a test time keeping export file for import into MUNIS payroll by November 15, 2011.
- Empower will produce a production time keeping export file for import into MUNIS payroll by April 1, 2012.
- Empower will produce export accrual balances per employee for import into MUNIS.
- Empower will go live with time keeping and accruals by April 1, 2012.
- Professional Services "fixed" pricing on the Order is for the full implementation of project.
- Empower will coordinate implementation and training schedules with Munis's implementation and training schedules as not to occur on-site simultaneously.

2. Feature Scoring and Agenda

Appendix A of the Feature Function Worksheet is incorporated by reference into and made a part of the Statement of Work dated March 28, 2011.