BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 9/9/08   [X] Consent   [ ] Regular
                                     [ ] Ordinance   [ ] Public Hearing

Department   **Submitted By:**   Palm Beach County ISS
                         Submitted For: Palm Beach County ISS

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Software License and Professional Services Agreement with the Government of the U.S. Virgin Islands for a period of two years from October 1, 2008 to September 30, 2010, for the development and use of a Business License Web Application which will generate revenues to the County in the amount of $231,479.

Summary: The Government of the U.S. Virgin Islands wishes to enter into a Software License and Professional Services Agreement with Information System Services (ISS) in order to develop and utilize a customized version of an existing Business License Web Application. ISS will provide professional services for application development for a fee not to exceed $87,979 and a one-time installation of the Business License Web Application for an initial setup fee of $37,500. ISS will host the application and database on an existing enterprise server. Thereafter, the agreement specifies that the Virgin Islands will pay the County a monthly software lease fee of $1,500, increasing to $1,650 on October 1, 2009 and an application hosting services fee of $3,500, increasing to $3,850 on October 1, 2009. The Agreement provides for a two (2) year period from October 1, 2008 to September 30, 2010. Countywide (PK)

Background and Policy Issues: The Government of the U.S. Virgin Islands requested a proposal to replace their current Business License Application with a new web-based Business License Application from Palm Beach County Information System Services (ISS) Department. The planned system is based upon requirements provided by members of the Virgin Islands staff while meeting in West Palm Beach with representatives from ISS on March 27 and 28, 2008. The summarized requirements are documented in the Statement of Work portion of the Application Hosting Services Agreement included as Addendum 1. In response to the requirements, the proposed Business License Web Application developed by ISS will utilize the ASP.net and VB.net Microsoft platform in conjunction with Oracle's Database Management system and related tools.

Attachments:
1) 2 originals, Agreement to Provide Application Hosting Services to the Government of the U. S. Virgin Islands, including Addendum 1
2) Addendum 2, Pricing Document
3) The Government of the U. S. Virgin Islands Agreement Financial Analysis

Recommended by: _Steve Bordelon_   _8/26/08_
                   Department Director   Date

Approved by: _____   _8/29/08_
                   County Administrator   Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	$0	$0	$0	$0	$0
Operating Costs	102,360	27,720	0	0	0
External Revenues	(165,479)	(66,000)	0	0	0
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	**($63,119)**	**($38,280)**	**0**	**0**	**0**
# Additional FTE Positions (Cumulative)	0	0	0	0	0

Is Item Included in Current Budget? Yes _X_ No __

Budget Account No.: Fund <u>5020</u> Dept <u>490</u> Unit <u>1300</u> Revenue Source <u>4900</u>

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Revenue realized as a result of the initial setup, application development, software lease and ongoing application hosting services performed by ISS will be posted to 5020-490-1300-4900

Information System Services Fund
Administrative Services

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

atwillhite 8-27-08
OFMB

Contract Administration

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

Paul F. 8/29/08
Assistant County Attorney

C. Other Department Review:

_____
Department Director

Background and Policy Issues (continued)

The application will be comprised of two major components: License Public Web System and License Administration Web System. The License Public Web System will provide an individual with the ability to perform a business search and file a complaint against a business. It will also provide a user portal for account creation and maintenance, the ability to apply for new license or renew an existing license, and complete the transaction using a credit card or electronic check. The License Administration Web System will employ a dashboard concept for processing licenses, performing business searches, and for creating, renewing and updating licenses. It will also include functionality to process complaints, maintain workflow, maintain security and provide standard reports along with the ability to create ad hoc or custom reports. The technical architecture will be comprised of existing SUN servers running the SUN Solaris version of UNIX for hosting the Oracle Database. The web application hosting will be accomplished with Microsoft Windows Servers running IIS 7 of later.

ISS will provide professional services for application development for a fee not to exceed $87,979 and a one-time installation of the Business License Web Application for an initial setup fee of $37,500. ISS will host the application and database on an existing enterprise server. Thereafter, the Virgin Islands will pay the County a monthly software lease fee of $1,500, increasing to $1,650 on October 1, 2009 and an application hosting services fee of $3,500, increasing to $3,850 on October 1, 2009. ISS is confident that his project can be supported with no travel requirements to the Virgin Islands. Should Virgin Island staff request that ISS staff be available at their site, the cost of travel will be based on the cost of airline tickets plus accommodations and a meal cost of $40 per day. Travel costs will be in addition to the standard billing rate for labor hours expended.

This Agreement shall be governed by the laws of the United States Virgin Islands and jurisdiction over any this Agreement is exclusive in the District Court of the United States Virgin Islands.

Palm Beach County ISS is currently hosting another in-house developed application on behalf of Alzheimer's Community Care.

SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

THIS SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT ("Agreement") is hereby entered into between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS ("Contractor"), and the Government of the U.S. Virgin Islands, by and through its Department of Property and Procurement, on behalf of its Department of Licensing & Consumer Affairs ("Government") on the following terms and conditions:

WITNESSETH:

WHEREAS the Government is in need of the services of a Contractor to replace its existing business license application with a new web-based application, which duties and responsibilities are more particularly described in Addendum I (Statement of Work) attached hereto; and

WHEREAS, Contractor represents that it is willing and capable of providing such services; and

WHEREAS, the Government and Contractor are governmental entities, the Government's authority to enter into this Agreement is codified at Chapter 23 of Title 31, Virgin Islands Code and the Contractor's authority to enter into this Agreement is codified at Section 125.01 of the Florida Statutes.

N O W, T H E R E F O R E, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

1. <u>Licensed Product</u>. The parties are entering into this Agreement to establish an arrangement whereby Contractor is licensing certain application software programs and providing professional services , as more fully described in Addendum I to this Agreement, (the "Statement of Work") on the terms and conditions set forth herein.

2. <u>Scope of Use</u>.
    (a) <u>Delivery & Installation</u>. The Contractor shall be responsible for providing access to the Licensed Product.

    (b) <u>Operating License</u>. The Government is granted a nonexclusive license to use the Licensed Product for the Government's internal use only.

    (c) <u>Transfer of License</u>. Except as specifically authorized in another provision of this Agreement, neither this Agreement, nor any rights or obligations hereunder, may be transferred, assigned, delegated, sublicensed, relocated or moved without Contractor's prior written consent.

3.   <u>Term.</u> This Agreement shall commence October 1, 2008 and shall terminate two years thereafter. The parties shall have the option of renewing the Agreement upon such terms as may be mutually agreed upon. Notice of option to renew must be provided at least sixty (60) days prior to the termination date of the Agreement.

4.   <u>Compensation.</u> The Government, in consideration of the satisfactory performance of the services described in Addendum I (Statement of Work), agrees to pay Contractor compensation not to exceed TWO HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS ($231,479) in accordance with the provisions set forth in Addendum II of this Agreement as follows:

(a)   One-time set up fee of $37,500 due and payable upon the Effective Date, as hereinafter defined, of this Agreement.

(b)   Professional Services fee, which shall cover maintenance and support services, not to exceed $87,979, which shall be invoiced on a monthly basis.

(c)   Monthly Software Lease Fee of $1,500 per month with the first monthly Installment due and payable by the first day of the month after the application becomes available for use at the Government site. Contractor retains the option to review the Software Lease Fee on an annual basis and reserves the right to adjust said fee based upon actual costs; provided, however, that no adjustment shall be greater than 10% of the fee for the previous year.

(d)   Monthly Application Hosting Service Fee of $3,500 with first monthly installment due and payable by the first day of the month after the application becomes available for use at the Government site. This Monthly Application Hosting Service Fee will increase to $3,850 per month on October 1, 2009.

Contractor shall invoice the Government monthly in advance for Software Lease and Application Hosting Services. The Government shall use its best efforts to pay the subject invoices within THIRTY (30) days of receipt of the invoices. Failure of the Government, despite its best efforts, to pay an invoice within THIRTY (30) days of receipt of the invoice shall not be interpreted as an indication that the Government no longer desires Contractor's services.

Contractor shall separately invoice the Government on a monthly basis for Professional Services. The invoices shall specify the hours worked and the services provided. The invoices shall be subject to review and approval by the Government. The Government shall use its best efforts to, within THIRTY (30) days of receipt an invoice, pay the subject invoice in full or give a written explanation for non-payment of any contested portions of the invoice. Failure of the Government, despite its best efforts, to respond to a Professional Services invoice within THIRTY (30) days of receipt of the invoice shall

not be interpreted as an indication that the Government no longer desires Contractor's professional services.

5. <u>Acceptance and Training</u>. The Licensed Product shall be deemed accepted by the Government upon installation and demonstration of its fitness for the particular purpose it was purchased by the Government. The Contractor shall, at no additional cost, provide training to Government personnel who will be utilizing the Licensed Product.

6. <u>Travel</u>. In addition to the compensation for services as specified in Paragraph 4 above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing in advance by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government and the total of said costs and expenses shall not exceed $10,000,.

7. <u>Program Code & Documentation</u>.
   (a) <u>Program Code</u>. No source code or technical-level documentation are licensed under this Agreement.

   (b) <u>Program Documentation</u>. Contractor shall provide an electronic copy of "Documentation" describing in reasonable detail understandable by a user of general proficiency the use and operation of the Licensed Product at no cost to the Government. Documentation may be reproduced by the Government for the exclusive use of the Government.

8. <u>Confidential & Proprietary Information</u>.
   (a) <u>Acknowledgment</u>. The Government hereby acknowledges that the Licensed Product (including any Documentation, source code, translations, compilations, partial copies and derivative works) contains confidential and proprietary information belonging exclusively to the Contractor or such third party as may be identified on the Licensed Project or applicable Documentation ("Confidential & Proprietary Information"). Confidential & Proprietary Information does not include: (i) information already known or independently developed by the Government outside the scope of this relationship by personnel not having access to any Confidential & Proprietary Information, (ii) information in the public domain, or (iii) information received by the Government from a third party who was free to disclose it.

   (b) <u>Covenant</u>. With respect to the Confidential & Proprietary Information, and except as expressly authorized herein, the Government agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose such Confidentiality & Proprietary Information to any person or entity, except its own employees having a "need to "know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Contractor may approve in writing. Neither the Government nor any recipient

shall: (i) alter or remove from any Licensed Product or associated Documentation any proprietary, copyright, trademark or trade secret legend, or (ii) decompile, disassemble or reverse engineer the Licensed Product or other Confidentiality & Proprietary Information (and any information derived in violation of such covenant shall automatically be deemed Confidential & Proprietary Information owned exclusively by the Contractor). The Government and its personnel shall use the same degree of care in safeguarding the Confidential & Proprietary Information as that used in safeguarding its own confidential information. Upon termination, the Government shall return or destroy all Confidential & Proprietary Information in its possession or control and cease all further use thereof.

(c)   <u>Injunctive Relief</u>. The Government acknowledges that violation of this Section would cause irreparable harm to Contractor not adequately compensable by monetary damages. In addition to other relief, the Government agrees that, to the extent permitted by law, injunctive relief shall be available to prevent any actual or threatened violation of such provisions.

9.   <u>Warranties</u>.

(a)   <u>Noninfringement Warranty</u>. Contractor represents and warrants that the Licensed Product, when properly used as contemplated herein will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Upon being notified of such a claim, Contractor shall (i) defend through litigation or obtain through negotiation the right of the Government to continue using the Licensed Product, (ii) rework the Licensed Product as to make it noninfringing while preserving the original functionality, or (iii) replace the Licensed Product with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, the Government may terminate all or any part of this Agreement and recover amounts paid for the infringing Licensed Product.

(b)   <u>Limited Performance Warranty</u>. Contractor represents and warrants for a period of 60 days from acceptance ("Warranty Period") that it will ensure the Licensed Product operates in accordance with the applicable Documentation provided, that (i) the Licensed Product is installed, implemented and operated in accordance with all instructions supplied by Contractor; (ii) the Government has properly installed all updates made available with respect to the Licensed Product and updates recommended by Contractor with respect to any third party software products (including operating system software) that materially affects the performance of the Licensed Product; (iii) The Government has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; and (iv) the Government has not introduced other equipment or software creating an adverse impact on the Licensed Product.

(c)   <u>Warranty Disclaimer</u>. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") THE CONTRACTOR HEREBY DISCLAIMS WITH RESPECT TO ALL LICENSED PRODUCTS, SUPPORT SERVICES OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, EXCEPT THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.   <u>Indemnification</u>.   [Omitted]

11.   <u>Limitation on Liability</u>. By entering into this Agreement, neither the Government nor Contractor and their agencies waive sovereign immunity or any other immunity defenses that may be extended to them by operation of law, including limitations on the amount of damages that may be awarded or paid.

12.   <u>Liability of Others</u>. Nothing in this Agreement shall be construed to impose any liability upon Government persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

13.   <u>Independent Contractor</u>. The Contractor shall perform this Agreement as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

14.   <u>Right to Withhold.</u> If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as the Government may deem reasonable to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem reasonable to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing of the specifics of the issue in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by the Government if and while Contractor gives satisfactory assurance to the Government that such claims will be paid by the Contractor or its insurance carrier, if applicable, in the event that such contest is not successful.

15.   <u>Condition Precedent</u>. This Agreement shall be subject to the availability and appropriation of funds and to the approval of the Governor.

16. <u>Termination</u>. Either party will have the right to terminate this contract, without penalty, with or without cause on SIXTY (60) days written notice to the other party specifying the date of termination.

17. <u>Non-Discrimination</u>. No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement on account of race, creed, color, sex, religion, age, national origin, ancestry, marital status, sexual orientation or disability.

18. <u>Governing Law and Jurisdiction</u>. This Agreement shall be governed by the laws of the United States Virgin Islands. Jurisdiction over this Agreement is exclusive in the District Court of the United States Virgin Islands.

19 <u>Dispute Resolution</u>.

(a) <u>Mediation</u>.   The Government and Contractor agree that in the event of any controversy, claim or dispute arising out of or relating to this Agreement the parties shall first seek resolution of such controversy, claim or dispute through mediation. The mediation shall be conducted in the U.S. Virgin Islands by a mediator mutually acceptable to the parities, who shall conduct the mediation pursuant to the rules of the American Mediation Association. The mediator's fee shall be shared equally by both parties. Other than the mediator's fee, the parties shall bear in full their respective costs all other costs relating to the mediation.

(b) <u>Arbitration</u>.   In the event the parties cannot resolve through mediation a controversy, claim or dispute arising out of or relating to this Agreement, the parties agree such controversy, claim or dispute shall be resolved and determined by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator shall be entered by the District Court of the U.S. Virgin Islands. The parties shall choose a mutually acceptable arbitrator, who shall meet the requirements of the American Arbitration Association. The arbitration shall be conducted in the U.S. Virgin Islands and shall be completed within sixty (60) days of the arbitration notice submitted to the arbitrator, unless otherwise agreed to by the parties. In rendering an award, the arbitrator shall determine the rights and obligations of the parties according to the laws of the U.S. Virgin Islands. The award must be based on and accompanied by a written decision (to be considered a component of the award) explaining the factual and legal basis for the award as to each of the controverted issues at the hearing. The award shall be conclusive and binding as to the facts so found, and may thereafter be entered as a judgment by the U.S. Virgin Islands District Court. All decisions of the arbitrator shall be final, binding, and conclusive on the parties. To the extend permitted by law, in the event of arbitration, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the arbitrator. Other than said attorneys' fees, the prevailing party may not recover any

other portion of its costs of the suit; provided, however, that the arbitrator's fee shall be shared equally by both parties, regardless of which party prevails.

20. <u>Waivers and Amendments</u>. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representative, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

The Government reserves the right to make changes to the Statement of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the Government's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the Government of any estimated change in the completion date, and (3) advise the Government if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Agreement.

If the Government so instructs in writing, the Contractor shall suspend work on that portion of the Statement of Work affected by a contemplated change, pending the Government's decision to proceed with the change.

No change to the Statement of Work shall be valid or of any force unless made in writing, signed by the parties thereto, and the writing satisfies the requirements of Virgin Islands public contract procedures.

21. <u>Assignment</u>. The Contractor shall not assign or subcontract any part of the services under this Agreement without the prior written consent of the Government

22. <u>Effective Date</u>. The Agreement will become effective only upon execution of the Governor of the United States Virgin Islands. Upon execution by the Governor, the effective date of the Agreement will be retroactive to the stated commencement date of the Agreement, October 1, 2008.

23. <u>Notices</u>. Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is sent by certified mail, return receipt requested, postage prepaid, personally delivered or by any overnight delivery service requiring signed acceptance, addressed to the parties as follows:

Government
Commissioner
Department of Property and Procurement
Sub Base, Building No. 1
St. Thomas, Virgin Islands 00802

and

Commissioner
Department of Licensing and Consumer Affairs
3000 Golden Rock Shopping Center, Christiansted
St. Croix, VI 00820-4311

Contractor
Deputy Director, IT Operations
Information Systems Services
301 N. Olive Avenue, 8th Floor
West Palm Beach, FL 33401

and

County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and all other understandings or communications, written or oral, with respect to the services that are the subject matter of this Agreement, are merged herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

25. Severability. In the event that any provision of this Agreement shall be held to be invalid, the validity of the remaining provisions of the Agreement shall not in any way be affected thereby.

26. Authority. The Government and Contractor acknowledge that they are each governmental entities. The Government and Contractor each warrant that its execution and delivery of this Agreement is duly authorized by law and that the Agreement when fully executed will constitute the legal, valid, and binding obligation of each party.

27. Other Provisions. The Addenda attached hereto are a part of the Agreement and are incorporated herein by reference. In the event of a conflict between the terms of any

addenda to this Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

28.   Excusable Delays. The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargos, and abnormally severe and unusual weather conditions.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PALM BEACH COUNTY, FL BY
IT'S BOARD OF COUNTY
COMMISSIONERS

By:_____ _____
     Addie L. Greene, Chairperson   Date

SHARON R. BOCK   APPROVED AS TO FORM AND
CLERK & COMPTROLLER   LEGAL SUFFICIENCY

By:_____ _____   By:_____ ____
    Deputy Clerk   Date   Assistant County Attorney   Date

APPROVED AS TO TERMS AND
CONDITIONS

By:___*Steve Bordelon*___   *8/26/08*
    Director, Information Systems Services   Date

WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS

_____   _____ _____
                                 Lynn Millin Maduro, Esq.   Date
                                 Commissioner, Property and Procurement

_____   _____ _____
                                 Kenrick Roberson, Esq.   Date
                                 Commissioner, Licensing and Consumer Affaris

APPROVALS BY GOVERNMENT

_____ _____
Honorable John P. de Jongh, Jr.   Date
Governor, U.S. Virgin Islands

APPROVED TO LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE

By: _____   _____
                               Date

Account Code #   Miscellaneous Encumbrance Document (MED)

_____   _____

Addendum 1

STATEMENT OF WORK

OBJECTIVES

1. Provide software application known as Business License Web Application, developed by Palm Beach County Information System Services (ISS), and related professional services to Government as described in this Statement of Work.

2. Provide ongoing Application Hosting Services to Government as described in this Statement of Work.

EXECUTIVE SUMMARY

At the request of the U.S. Virgin Islands Government, the Palm Beach County Information Systems Services (ISS) Department prepared a proposal to replace the Virgin Islands' current vendor provided Business License Application with a new web-based application.

This planned web-based Business License Application is based on requirements provided by members of the Virgin Islands Government staff in meetings held with ISS at West Palm Beach, Florida on March 27 and 28, 2008. The requirements which resulted from those meetings are summarized in the section of this document entitled "System Requirements."

In response to the requirements provided, the proposed Business License Web Application to be developed by ISS will utilize the ASP.net and VB.net Microsoft platform in conjunction with Oracle's Database Management System and related tools.

The applications to be provided will be comprised of two major components. They are:
- License Public Web System
- License Administration Web System

License Public Web System

The License Public Web System will be comprised of services which give an individual the ability to perform a business search and file a complaint against a business. This component will also provide a user portal for account creation and maintenance, the ability to apply for a new license or renew an existing license, and complete the transaction using a credit card or electronic check.

License Administration Web System

The License Administration Web System will employ a dashboard concept for processing licenses, performing business searches, and for creating, renewing, and updating licenses. Functionality will also be provided to process complaints, maintain work flow, maintain security, and for providing standard reports along with the ability to create ad hoc or custom reports.

The Technical Architecture will be comprised of SUN servers running the SUN Solaris version of UNIX for hosting the Oracle Database. The web application hosting will be accomplished with Microsoft Windows Servers running IIS 7 or later.

The estimated number of hours to complete this project is 850. This estimate is based on our experience in Web application development and the Work Breakdown Structure generated for this project.

The estimated cost is based on a standard rate of $90 per hour plus a contingency of 15%. The ISS cost for developing the application will not exceed a total cost of $87,979 (850 * $90 + 15%).

The cost of any additional development will be billed at the $90 rate quoted after a level of effort agreement is reached. Cost for future phases after January 1, 2009 will be $100.

There will be an initial one-time setup cost not to exceed $37,500. There will be a monthly hosting cost of $3,500 until September 30, 2009 and $3,850 thereafter, to the expiration of the Agreement. There will be a monthly software lease fee of $1,500, which shall be subject to review and adjustment as provided in Section 4 of the Agreement.

ISS is confident of this estimate due to the vast experience we have gained from the development of more than 200 client server and web-based applications currently in our production software repository.

ISS is also confident that this project can be supported with no travel requirements to the U.S. Virgin Islands. Should the U.S. Virgin Islands request that ISS staff be available at their site, the cost of such travel will be based on the cost of airline tickets plus accommodations and a meal cost of $40 per day. Travel costs will be in addition to the standard billing rate for labor hours expended.

SYSTEM REQUIREMENTS

License Public Web System

1. Business Search
    1.1.   By Island or All
    1.2.   By Category
    1.3.   Search Results
    1.4.   Search Results specific Columns

2. User Portal
    2.1.   User Account creation
    2.2.   Login
    2.3.   Forgot Password
    2.4.   User Information Update

2.5.   View and Only Reply to Messages by Admin
2.6.   Print License
2.7.   Declined Payment Resubmission

3. Apply for New License
   3.1.   Wizard Interface
   3.2.   License Type and if an Corp
   3.3.   SS# or FEIN#
   3.4.   Notification
   3.5.   Status Update
   3.6.   Renew existing License
   3.7.   Payments Module
   3.8.   Daily Payment Report
   3.9.   Instant charge CC on Issue or Renew
   3.10.   Auto charge CC after License process is completed
   3.11.   Send link if Payment Failure

4. Complaints
   4.1.   Search Complaint
   4.2.   Create Complaint
   4.3.   View Complaint
   4.4.   Comments

License Administration Web System

1. Dash Board
   1.1.   Color Coded Data Grid
   1.2.   Sorting / Filtering
   1.3.   Status of License
   1.4.   Comments View
   1.5.   Attachments View

2. Business Search
   2.1.   By Island or All
   2.2.   By Category
   2.3.   Search Results
   2.4.   Search Results specific Columns

3. License Options
   3.1.   Create
   3.2.   Renew
   3.3.   Update
   3.3.1.   Business Info
   3.3.2.   User Portal Info
   3.3.3.   Send Messages to User
   3.3.4.   User Messages List

3.3.5.	Status Change Activate / Inactivate
3.4.	Comments Add, History List and View
3.5.	Payment History List & View
3.6.	Audit List and Details
3.7.	Work Flow History
3.8.	Complaints Process
3.9.	Attachments List and View
3.9.1.	PDF Attachments only
3.10.	Work Flow
3.10.1.	User Roles Management
3.10.2.	Notifications
3.11.	Override Work flow Tasks

Security
| 1.1. | User & Role Maintenance |
| 1.2. | Password Reset |

Interfaces
| 1.1. | Export File for ERP System |

Reports
1.1.	Daily Payment
1.2.	Distribution
1.3.	Three Custom

DEVELOPMENT PLAN AND SCHEDULE

Immediately following execution of this Agreement, the project team will finalize the requirements and generate a detailed project plan and schedule which will reflect completion of the project by October 1, 2008 providing a decision is made to proceed by May 1 2008.

GENERAL RESPONSIBILITIES - PALM BEACH COUNTY

- Contractor will provide the Application Hosting Service on a daily basis from the hours of 4:00 am to 12:00 midnight EST.

- Contractor will provide a secure and dedicated website for Government to access the Business License Web application over the Internet.

- Contractor will provide system documentation to Government.

- Contractor will provide Government with a training database.

- Contractor will provide training materials to Government.

- Contractor will be responsible for software program modifications and creation of schema necessary for the Government to access the Business License Web application.

- Contractor will repair any program defects at its own expense. If Contractor is unable to repair program defects, Contractor will waive the sixty (60) day notification of cancellation provision if Government elects to cancel this Agreement.

- Contractor will retain daily back-up copies of Government database files. If data restoration is necessary, the time to restore a Government's data files from a back-up copy will vary substantially depending on a number of factors including, but not limited to, the severity of the corruption and whether the restorable tapes are on site or have to be retrieved. The Contractor will use reasonable efforts to restore Government's files; however, the Contractor will have no liability if it is unable to do so.

- Contractor will make every reasonable effort to limit outages and application inaccessibility during the Hosted Application Hours of Availability. System backups will be performed after hours, whenever possible.

- Contractor will maintain a Business Continuity / Disaster Recovery Plan detailing the procedures to be followed in the event of outages impacting the Contractor's primary hosting facility. In the case of a major disaster and a complete loss of access to the Business License Web application, the Contractor will exercise that plan and any reasonable efforts to restore operations. Government acknowledges and agrees that such an event may result in temporary partial or degraded service when restored. Pre-disaster capabilities and performance of the Business License Web application will be restored as soon as practical.

- Contractor may invoke all or part of its Disaster Recovery Plan or any means necessary to protect Government data upon successful confirmation of penetration to Contractor's systems. Government accepts that Contractor may elect to terminate access to hosting environment until such time as service can be restored in a secure manner. In that event, Contractor will notify Government by phone or email of measures taken to protect Government's data.

GENERAL RESPONSIBILITIES - GOVERNMENT OF VIRGIN ISLANDS

- Government will comply with all governmental rules and regulations including Health Insurance Portability and Accountability Act (HIPAA) if applicable in the collection, handling and transfer of data stored on the system.

- Government will ensure that each user account is exclusively for that user and must not be shared.

- Government is responsible for desktop computers accessing the application service herein described having the following configuration as of the initial execution date. Updates to these requirements will be made and communicated as required.

    Software Minimum Requirements:
    - Windows XP
    - Microsoft Internet Explorer, version 7

    Connectivity Requirements:
    - Internet speed must be at least DSL

- Government will provide end-user training to their staff.

- Government will report any issues or problems to the Contractor's Network Operations Center (NOC) at 561-355-3457. Upon the Government contacting the NOC, a trouble ticket will be issued, assigned and tracked until the problem or issue is resolved.

Addendum 2

PRICING DOCUMENT

INITIAL SETUP SERVICES - One Time Cost

	Cost
Project Planning	
Architecture Design	
Virgin Islands Business Requirements (50 hours professional services)	
Server Setup	
Oracle Database Setup	
Secure Site Certificate	
Security Setup	
Code Table Setup	
Data Modeling	
TOTAL INITIAL SETUP SERVICES	**$37,500**

PROFESSIONAL SERVICES - Not to Exceed Cost

	Cost
Data Conversion	
Develop and Implement VI Business Requirements	
Testing and Documentation	
Training ($90/hr until 12/31/08, $100/hour thereafter)	
TOTAL PROFESSIONAL SERVICES	**$87,979**

SOFTWARE LEASE - Monthly Fee (2/1/09 - 9/30/09)

	Monthly	Annual (8 mo)
Per Server Based Licenses		
TOTAL SOFTWARE LEASE	**$1,500**	**$12,000**

SOFTWARE LEASE - Monthly Fee (10/1/09 – 9/30/10)

	Monthly	Annual (12 mo)
Per Server Based Licenses		
TOTAL SOFTWARE LEASE	**$1,650**	**$19,800**

APPLICATION HOSTING SERVICES - Monthly Fee (2/1/09 - 9/30/09)

	Monthly	Annual (8 mo)
Server Support (Web and Database)		
Secure Site Certificate Renewal		
Repair, Replacement and Improvement (RR&I) of Capital Expenditures		
Data Storage		
System Backup and Offsite Storage		
Database Administration		
Help Desk Support		
% of ISS and Contractor Overhead		
Internet Network Support		
TOTAL APPLICATION HOSTING SERVICES	$3,500	$28,000

APPLICATION HOSTING SERVICES - Monthly Fee (10/1/09 – 9/30/10)

	Monthly	Annual (12 mo)
Server Support (Web and Database)		
Secure Site Certificate Renewal		
Repair, Replacement and Improvement (RR&I) of Capital Expenditures		
Data Storage		
System Backup and Offsite Storage		
Database Administration		
Help Desk Support		
% of ISS and Contractor Overhead		
Internet Network Support		
TOTAL APPLICATION HOSTING SERVICES	$3,850	$46,200

The Government of the Virgin Islands Agreement Financial Analysis

OPERATING EXPENDITURES

	Hours	Rate	Expenditures
FY09			
Installation Services	417	$60	$ 25,020
Application Development Services	978	$60	$ 58,680
Software Lease	n/a	n/a	$ -
Application Hosting Services	311	$60	$ 18,660
Subtotal FY09 Expenditures			**$ 102,360**
FY10			
Software Lease	n/a	n/a	$ -
Application Hosting Services	462	$60	$ 27,720
Subtotal FY10 Expenditures			**$ 27,720**
TOTAL EXPENDITURES			**$ 130,080**

EXTERNAL REVENUE

	Hours	Rate	Revenue
FY09			
Installation Services	417	$90	$ 37,500
Application Development Services	978	$90	$ 87,979
Software Lease	n/a	n/a	$ 12,000
Application Hosting Services	311	$90	$ 28,000
Subtotal FY09 Revenue			**$ 165,479**
FY10			
Software Lease	n/a	n/a	$ 19,800
Application Hosting Services	462	$100	$ 46,200
Subtotal FY10 Revenue			**$ 66,000**
TOTAL REVENUE			**$ 231,479**