

PAGE 01/21



FINANCE DIRECTOR  
CITY OF GRAND JUNCTION

PURCHASE ORDER

PURCHASE ORDER NO. P0800975 Page 1  
DATE OF P.O. 02/03/08  
BLANKET NO.

TO: @00025653

VENDOR CODE  
iDSS  
250 Marquette Avenue South  
Suite 1330  
Minneapolis MN 55401

03/31/08

DATE REQUIRED

SHIP TO

Visitors and Convention Bureau  
740 Horizon Drive  
Visitors Center  
Grand Junction CO 81506  
ATTN: Visitors & Convention Bu

MAIL ORIGINAL AND TWO COPIES OF ALL INVOICES TO:  
City of Grand Junction  
Purchase Division  
2549 River Rd  
Grand Junction, Co 81505-7209

Net 30

PAYMENT TERMS

Shirley Nilsen, C.P.M., CPPB

BUYER NAME

FOB Destination

E.O.B. POINT

SHIP VIA

ITEM

COMMODITY DESCRIPTION

QUANTITY

U/M

UNIT PRICE

EXTENDED

RFP No. 2466-07-SN quoted by Peter Hedlund  
Barbara Bowman/VCB  
Acct No. 102-142-81200-14-H00800  
Invoice to be Processed by: City of Grand Junction  
740 Horizon Drive, Grand Junction, CO 81506  
PO Distribution: Irene Carlow/VCB/File

1

Destination Management Software System  
to include: Activation, Licenses, Installation  
Assistance, System Integration, Data Conversion  
Assistance, Staff Training, System Maintenance  
and System Support per the Scope of Work,  
Interfaces, Functional Requirements, Detailed  
Specifications, System Acceptance, Insurance  
Requirements, and the General Terms and

1.00 EA

18,950.0000

18,950.00

CONTINUED

TOTAL

BY: S. N.

CITYOFGRANDJCT

9782441427

02/12/2008 13:42



FINANCE DIRECTOR  
CITY OF GRAND JUNCTION

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U/M

UNIT PRICE

EXTENDED

Conditions Contained in RFP No. 2466-07-SN

DISCOUNT: .00  
ADDL CHARGES: .00  
TOTAL TAXES: .00

TOTAL 18,950.00

BY: Shirley Nilsen, C.P.M., CPPB



iDSS™ MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT (the "Agreement") is effective on January 1, 2008 (the "Effective Date") by and between Internet Destination Sales System, Inc. ("iDSS") with its principal place of business at 250 Marquette Avenue South, Suite 1330, Minneapolis, Minnesota, 55401, and Grand Junction Visitors & Convention Bureau ("Subscriber") with its principal place of business located at 740 Horizon Drive, Grand Junction, CO 81506 with reference to the following facts:

A. iDSS provides web-based software solutions for global travel, meeting, event planning, membership management and contact management.

B. The Subscriber wishes to (i) subscribe to and use those web-based systems identified by the Subscriber below as subject to this Agreement; and (ii) retain iDSS to provide implementation and support services in connection with such web-based systems.

- Destination Management System (Exhibit B) X
Housing System (Exhibit C-1)
Registration System (Exhibit C-2)
Future Housing Inventory System (Exhibit D)

C. iDSS wishes to provide a license to use such web-based systems and provide such services to Subscriber under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Certain Definitions. The following capitalized terms used in this Agreement and its Exhibits shall have the following meanings:

"Client Support" means iDSS' acknowledgement and response to telephone calls and emails from the Subscriber asking questions about the System or requesting help in using the System.

"Documentation" means the written technical and planning requirements necessary to access and use the System and generate the Standard Reports.

"Fees" means the fees for the license to use the System and for the Services as set forth in the Fee Schedules, which if applicable are attached hereto and incorporated herein as Exhibit B for the Destination Management System; Exhibit C-1 for the Housing System, Exhibit C-2 for the Registration System, and Exhibit D for the Future Housing Inventory System (each a "Fee Schedule" and, together, the "Fee Schedules"), to the extent applicable to this Agreement. The Fee Schedules may be modified, amended, supplemented, increased and updated in accordance with Section 4 of this Agreement.

**"Go-Live Date"** means the point when the System has been configured and enabled and is ready for the Subscriber to use.

**"Housing Transaction"** means using the System to reserve 1 hotel room.

**"iDSS Intellectual Property"** means the computer programs, written material, Standard Report format, sequencing and arrangement, content, data, designs, images, trademarks, logos or other material or works inherent in, used in connection with, or arising out of the System, the Services, the Standard Reports, the Documentation or any other materials provided by iDSS pursuant to this Agreement and all copyrights, patent rights, trademark rights, trade secrets, and other proprietary rights in and to any and all of the foregoing.

**"Registration Transaction"** means the use of the System to register for a class, seminar, convention, association meeting, reception or other scheduled activities related to an event managed by the System. The registration of 1 person for 1 scheduled activity shall constitute 1 Registration Transaction.

**"Services"** means access to iDSS' web portal and partner interface, configuration and implementation services, on-going Client Support services provided by iDSS to Subscriber in connection with the use of the System and the generation of Standard Reports or customized reports, and other services if requested by Subscriber.

**"System"** means, as a collective, those certain web-based systems identified by Subscriber in Section B above and as set forth and described in the Response, describe below, as subject to this Agreement.

**"User(s)"** means anyone logging into and using the System.

2. Subscriber issued a Request for Proposal ("RFP-2466-07-SN") on or about November 8, 2007. iDSS responded to the RFP-2466-07-SN ("Response") on or about November 16, 2007. The Response is incorporated herein and made a part of this Agreement. The RFP-2466-07-SN is made a part hereof as needed to clarify the term of the Response. If the terms and conditions of the Response and this Agreement are in conflict, the governing terms and conditions shall be this Agreement.

3. **Term and Renewal.** The initial term of this Agreement shall be for a period of **3 years** commencing on the Effective Date (the "**Initial Term**") and shall automatically renew for additional-1 year periods (each a "**Renewal Term**"), except as provided below. Unless this Agreement is terminated under Section 4 or 9 below, this Agreement will automatically renew at the expiration of the Initial Term or Renewal Term, as the case may be, unless either party gives written notice of termination of this Agreement no later than 30 days prior to the expiration of the Initial Term or Renewal Term.

4. **Fees Payable to iDSS by Subscriber.** For access to and use of the System and all included and optional Services, as described in this Agreement, the Subscriber shall pay those Fees, in the amounts and in accordance with the payment terms (including due dates) and other terms and conditions set forth in Exhibits B, C-1, C-2, and/or D of this Agreement. Subscriber further agrees to pay all applicable sales, use or other similar taxes. An exemption is claimed by the Subscriber, and an exemption certificate

has been submitted to iDSS. iDSS may, in its sole discretion, increase Fees as stated in the Exhibit documents, upon renewal of the terms of the Master Services Agreement.

Notwithstanding any other provision of this Agreement, the Subscriber's obligations under this Agreement are subject to annual appropriation by the City Council of Subscriber. Any failure of a City Council annually to appropriate adequate monies to finance Subscriber's obligations under this Agreement, then this Agreement shall terminate and such then-existing appropriations are to be depleted. Notice shall be given promptly to iDSS of any failure to appropriate such adequate monies.

5. **Travel Reimbursement.** The Subscriber will be billed and agrees to pay all pre-approved, in writing, documented travel expenses for iDSS including airfare, other transportation, hotel, and meals incurred in connection with travel to Subscriber's location(s) for training and/or any other contracted services.

6. **Access to and Use of the System**

a. **Rights Granted.** Subject to the Subscriber's compliance with the terms and conditions of this Agreement and its Exhibits, including payment of Fees, iDSS grants to Subscriber during the term of this Agreement, a limited, nonexclusive, nontransferable license (without a right of sublicense) to connect to and use the System through an Internet web browser solely for Subscriber's own internal business use and operations, all in accordance with any Documentation provided to Subscriber and written acknowledged receipt of same by Subscriber and the terms of this Agreement. Subscriber acknowledges and agrees that it is Subscriber's responsibility to comply with the Documentation. If Subscriber fails to comply with the Documentation and is unable to operate the System, Subscriber is still responsible for paying iDSS all Fees.

b. **Restrictions.** Subscriber may not (i) rent, lease, re-license or otherwise provide access to the System or any Documentation to any unauthorized third party; (ii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts or construction method of the System or replicate the functionality of the System for any purpose; or (iii) use the System for the benefit of any unauthorized third party.

c. **Data Entry, Storage and Use.** The Subscriber owns the data and is responsible for ensuring that the data entered into the System is accurate and reflects Subscriber's specific requirements. All data generated by and through Subscriber's access to the System shall reside on iDSS's server and iDSS shall have the limited right to use such information solely for the purposes of this Agreement and in aggregate, non-personally identifiable form for internal business purposes, subject at all times to the Mutual Nondisclosure Agreement. At the termination of this Agreement, iDSS will release the Subscriber's data to the Subscriber at Subscriber's expense (up to \$250.00), provided Subscriber is not in breach of any of the terms and conditions of the Agreement, including the payment of undisputed Fees.

7. ***iDSS Responsibilities.*** During the term of this Agreement, iDSS will provide:

a. ***Access to Web Portal.*** Subscriber shall have access to the System 24 hours per day, 7 days per week, with 98% uptime, including time for scheduled maintenance. Scheduled maintenance activity will be conducted by iDSS and iDSS will use reasonable commercial efforts to provide at least 12 hours written notice prior to any scheduled maintenance activity that impacts Subscriber access.

b. ***User name and Password.*** iDSS shall provide Subscriber with a unique user-name and password to allow access to and use of the System.

c. ***Technical support and service.*** iDSS shall provide technical support and service by telephone or through email and the Internet.

d. ***Optional Professional Services.*** Subject to iDSS's approval, Optional Professional Services are available upon reasonable written notice by the Subscriber at the rates prescribed in the applicable Fee Schedules. As set forth on these Fee Schedules, the Subscriber agrees to reimburse iDSS for reasonable expenses as outlined in Section 4 in connection with any professional services preapproved in writing and performed at the Subscriber's business.

8. ***Subscriber Responsibilities.*** During the term of this Agreement, Subscriber will:

a. Comply with the rules and regulations posted on the iDSS web site for use of the System.

b. Pay Fees when due and comply with the terms of this Agreement, its Exhibits, the Mutual Nondisclosure Agreement and any other agreements between the Subscriber and iDSS.

9. ***Termination.***

a. ***Termination by either party upon Breach.*** iDSS or Subscriber has the right for immediate termination of this Agreement and the Services upon breach of the Agreement, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.

b. ***Termination by iDSS.*** iDSS may terminate this Agreement and all Services immediately without notice if Subscriber fails to pay undisputed Fees when due and owing or iDSS determines that Subscriber is failing to comply with the rules and regulations as described in Section 8 above or is not in compliance with any of the material terms contained in this Agreement.

c. ***Automatic Termination.*** This Agreement will be terminated without further action by either party if the Subscriber has terminated or canceled its subscription to all

Systems in accordance with the terms of the applicable Fee Schedule.

10. **Ownership Rights.** iDSS is the owner of the iDSS Intellectual Property or otherwise has the right to grant to Subscriber the license set forth in Section 6 of this Agreement without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by iDSS. iDSS retains all rights, title and interest in and to all of the iDSS Intellectual Property provided by iDSS pursuant to this Agreement. Except as expressly provided herein, Subscriber has no other rights or licenses to the iDSS Intellectual Property. All rights not expressly granted under this Agreement by iDSS are expressly reserved by iDSS. Subscriber agrees to assist iDSS in any reasonable manner and at iDSS's sole expense to obtain and enforce for iDSS's benefit patents, copyrights, trademark or other intellectual property rights in the iDSS Intellectual Property. iDSS shall have the sole right to seek patent, copyright, trademark or other protection over any and all the iDSS Intellectual Property.

11. **Indemnity.**

a. **By Subscriber.** To the extent authorized by law Subscriber shall indemnify and hold harmless iDSS and its directors, officers, employees and agents from and against any and all losses, liabilities, judgments (including legal fees and expenses), awards and costs incurred by iDSS or any third party arising out of or relating in any way to (i) the access to, or use of the System by Subscriber or its Users, or (ii) any data or content entered into the System by Subscriber or otherwise used in conjunction with the System by Subscriber which is not provided by iDSS except to the extent any such liability or cost are caused by the negligence or willful misconduct of iDSS.

b. **By iDSS.** iDSS agrees to indemnify and hold harmless Subscriber and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that licensees' use or possession of the iDSS Intellectual Property, Services or System or the license granted hereunder, infringes or violates the copyright, trade secret, patent, trademark or other proprietary right of any third party.

c. The terms of this Section shall survive the termination of this Agreement.

12. **Limited Warranty and Remedy; Liability Limitations.**

a. **Limited Warranty.** The System and related Standard Reports will operate as described in the Response when Subscriber properly completes all forms required by iDSS, supplies all data required by iDSS, provides all additional information iDSS has requested and the Subscriber has input the parameters for each applicable report as described in the Documentation. EXCEPT FOR THIS WARRANTY, iDSS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR

NONINFRINGEMENT WITH RESPECT TO THE SYSTEM. THE SYSTEM AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IDSS MAKES NO WARRANTY THAT THE SYSTEM AND THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, WILL PERFORM ALL OF THE FUNCTIONS OR CONTAINS THE FEATURES OR SERVICES OF SOFTWARE OR OTHER PROGRAMS YOU MAY HAVE PREVIOUSLY USED OR ARE NOW USING OR OTHERWISE PROVIDE ALL OF THE INFORMATION YOU MAY REQUIRE IN MANAGING YOUR BUSINESS.

b. *Exclusive Remedies.* For any material breach of warranty set forth in Section 12(a) above, IDSS's entire liability and Subscriber's sole and exclusive remedy will be the correction of the problems or errors that cause the breach of warranty, or if IDSS is unable to correct such problems or errors, then Subscriber shall be entitled to a refund of the applicable Fees paid to IDSS during the period giving rise to the claim, subject to Section 12(c).

c. *Limitation of Liability.* EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IDSS SHALL NOT BE LIABLE OR RESPONSIBLE TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES, LOSS OR INACCURACY OF DATA, DAMAGE TO SOFTWARE OR EQUIPMENT, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (ii) ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID TO IDSS BY SUBSCRIBER HEREUNDER DURING THE 6 MONTH PERIOD PRIOR TO THE DATE A CAUSE OF ACTION AROSE. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES AND NOTWITHSTANDING A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT

13. *Notices.* Any notice by either party, to be effective must be sent to the address set out above in this Agreement, certified mail, return receipt requested and shall be effective upon receipt. A copy of each notice sent to Subscriber shall also be sent to the City Attorney at 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501.

14. *Amendment.* Amendments, modifications or other changes to this Agreement and its Exhibits must be in writing and, except for any increase to the Fees set forth on the Exhibits B, C-1, C-2, and D, signed by both parties to be effective and binding.

15. *Confidentiality.* The terms of the Mutual Nondisclosure Agreement between the parties is incorporated into this Agreement by reference as if fully set forth herein and shall control the parties' confidentiality obligations to each other. If the parties have not entered a Mutual Nondisclosure Agreement, each party hereby agree not to disclose to any third party any information concerning the customers, trade secrets, methods,



processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party or as directed by a court. The non-breaching party shall have the right to seek injunctive relief for any violation of this Section.

16. **Governing Law.** This Agreement is governed by the internal laws of the State of Colorado without reference to its conflict of laws principles. iDSS and the Subscriber agree to resolve all disputes in the state or federal courts of Colorado and each party hereby consents to the personal and subject matter jurisdiction of any matter arising under this Agreement in Colorado courts.

17. **Force Majeure.** iDSS is not liable for any failure or delay in fulfilling its obligations due to any causes beyond its reasonable control. In the event of any such default or delay, the date for performance of Services will be extended correspondingly.

18. **Entire Agreement.** This Agreement, its Exhibits, the Mutual Nondisclosure Agreement, the Response and any forms, documents or other information submitted by Subscriber constitute the complete and exclusive statement of the Agreement between the Parties as to the System and the Services and the parties' mutual obligations to one another, and there are no contemporaneous agreements, understandings, conditions, warranties or representations, oral or written, express or implied, that are not merged herein or superseded by this Agreement.

19. **Assignment.** iDSS may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Subscriber under this Agreement with prior written consent of Subscriber which consent shall not be unreasonably withheld, but Subscriber shall be obligated to the assignee only to the extent of Subscriber's obligation to iDSS. Subscriber may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of iDSS.

Dated: 1-29-08

Internet Destination Sales System, Inc.

Grand Junction Visitors & Convention Bureau

By: [Signature]  
(signature)

By: Shirley Nilsen, C.P.M., CPPB  
(signature)

Print Name Melvin Tennant

Print Name Shirley Nilsen, C.P.M., CPPB

Its: CEO  
(title)

Its: Senior Buyer  
(title)



**EXHIBIT B  
 FEE SCHEDULE FOR  
 DESTINATION MANAGEMENT SYSTEM (DMS)  
 FEE TERM DATES 1/1/2008 through 12/31/2010  
 RENEWAL DATE : 1/1/2011**

In connection with the iDSS™ Master Web-Based Software License and Master Services Agreement (the "**Master Services Agreement**") by and between Internet Destination Sales System, Inc. ("**iDSS**") and **Grand Junction Visitors & Convention Bureau** ("**Subscriber**"), the Subscriber agrees to pay the Fees set forth in this Exhibit. Capitalized terms used, but not otherwise defined, in this Exhibit shall have the meanings ascribed to such terms in the Master Services Agreement. To the extent there is a conflict between the terms of this Exhibit B and the Master Services Agreement, the terms and conditions of the Master Services Agreement shall control.

<b>One Time Activation / Implementation Fees</b>	<b>Amount of Fee</b>
Activation Fee (half due at time Master Service Agreement is executed, Balance after Implementation)	\$ 8,000.00
On-Site Training (does not include travel & hotel expense)	\$ 2,000.00
Data Migration -- estimate 40 hours x \$75.00 per hour	\$ 3,000.00
<b>Total for Activation</b>	<b>\$ 13,000.00</b>
<b>Monthly Subscription</b>	
Number of Years Locking in Price	<b>Three Years</b>
Monthly User Subscription Fee (up to 12 users)	\$ 500.00
Partner Interface Subscription (up to 12 Partner users)	\$ 50.00
Membership Module Subscription	\$
Web Integration	\$
SQL Database Copy	\$
<b>Total for Monthly Fees</b>	<b>\$ 550.00</b>
<b>Fees for Additional Optional Services</b>	
Online/Telephone Training	\$ 125 per hour
Custom Reporting	\$ 125 per hour
Consulting / work with staff on process and best practices	\$ 125 per hour
Custom Development	\$ 125 per hour

\*Renewal Date based on a three (3) year term\*

These Fees, along with iDSS's payment terms and other conditions, are described in further detail on the following pages.

1. **Activation Fee**

a. *Fee Description.* This is a one-time only, nonrefundable activation fee, except for as provided in the Master Services Agreement Section 9, for the right to use the Destination Management System ("DMS"), licenses for staff members, configuring the DMS in preparation for Subscriber use, securing database access and information storage.

b. *Payment Terms.* IDSS requires a down payment of half the activation fee upon the execution of the Master Services Agreement and will invoice the remaining balance after the Go-Live Date. IDSS will not perform any work to configure, enable or otherwise activate DMS until it has received the down payment.

2. **Subscription Fee.**

a. *Current Term.* Through payment of this fee, as selected in one, two or three year terms, the Subscriber has the right to continued use of the DMS and related software during that term period. The Subscription Fee is locked in for the term period with the exception of adding/removing Users or adding/removing optional features. See Cancellation Section 7 for applicable cancellation penalty if canceling before Term Expires. IDSS sends an invoice for this fee on a quarterly basis. The first Subscription Fee is charged for the first full month following the Implementation Date.

b. *Renewal.* Each Term shall automatically renew for additional periods of one year unless written notice is given to IDSS 30 days prior to Renewal Date. Any Price adjustments for Renewal Term will be sent to Subscriber 6 months prior to Renewal Date.

3. **Training**

a. *On-Site Training.* At the Subscriber's request, IDSS will provide training to the Subscriber's staff at the Subscriber's business location, covering the features, use and other information regarding the DMS system. The Subscriber agrees to pay all pre-approved, in writing, documented travel expenses per the Master Service Agreement, Section 5-4. IDSS will charge the Subscriber the per-day training rate for all training (and travel days for international clients only).

b. *Online and Telephone Training.* At the Subscriber's written request, IDSS will provide additional training on the features, use and other information regarding the DMS system.

c. *Limitation on Training.* Each training session (whether on-site, telephone or online) is limited to 12 staff members per trainer.

4. **Custom Features.**

a. *Data Migration.* IDSS will migrate data to the DMS from other sources, provided that the Subscriber has identified in writing, to the satisfaction of IDSS, the data source or sources to be accessed and the specific data the Subscriber wishes to migrate to the DMS and IDSS has determined if migration of the data is feasible. IDSS will not begin customized migration until receiving a signed purchase order or statement of work from Subscriber, agreeing to the price estimate and migration services to be performed by IDSS.

b. **Data Updates.** iDSS will perform maintenance on a Subscriber's database to update information contained in fields in the database, provided that the Subscriber has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Subscriber wishes to migrate to the DMS and iDSS has determined if migration of the data is feasible. iDSS will not begin data update(s) until receiving a signed purchase order or email from Subscriber agreeing to the price estimate and data update services to be performed by iDSS.

c. **Custom Reporting.** iDSS offers a wide variety Standard Reports as part of the Activation Fee. However, iDSS may prepare customized reports if the Subscriber so elects. iDSS will not begin preparing customized reports until receiving (a) a signed purchase order or email from Subscriber, requesting a specific report and describing the specifications, parameters and other relevant information relating to the report needed, and sending (b) written acknowledgment by iDSS that it will prepare the requested reports.

d. **Custom Development.** Certain features of the DMS may be customized to a Subscriber's specifications, if the Subscriber so elects. If the requested feature is capable of customization, iDSS will not begin customizing the feature until receiving (a) receipt of a signed purchase order or email from Subscriber, requesting the feature and describing the specifications, parameters and other relevant information relating to the feature, and sending (b) written acknowledgment by iDSS that it will customize the DMS as requested.

5. **Database Service.** There are two methods for Clients to access the data:

a. **Web Integration.** Subscriber will access data via iDSS SOAP (Simple Object Access Protocol) web services. SOAP is a platform and language independent XML-based communication protocol to exchange data via the internet through HTTP. iDSS SOAP web services will allow the Subscriber access to certain critical data for display on a website or consumption within a third party application.

b. **SQL Database Copy.** iDSS will publish a copy of the SQL database for the Subscriber to a secure location. The database file can be retrieved and restored to the Subscriber's local SQL database server or Subscriber can connect to iDSS SQL database. Manipulation or transformation of data can be performed from there for reporting or other third party applications. This database is a read-only copy.

6. **General Payment Terms.** All invoices are due within 30 days of receipt. Interest will be charged on all undisputed Fees that are not paid when due at a rate of lower of 1.5% per month or the highest rate allowed by law.

7. **Cancellation of Services.** So long as the Master Services Agreement has not been terminated, iDSS will provide the Services stated. Each Term shall automatically renew for additional periods of one year, except the Subscriber may terminate the Services prior to the expiration of any Term by giving iDSS 30 days' written notice. During the first 6 months of the Initial term, Subscriber may cancel the Agreement and forfeit the Activation fees and all other fees due to that point. After initial 6 months, the Subscriber would also pay a fee equal to the Subscription Fee for 12 months or the remainder of the term whichever is less; multiplied by fifty percent (50%).

The undersigned Subscriber acknowledges the Fees set forth above and agrees to and accepts these terms and conditions in connection with the Destination Management System.

**SUBSCRIBER - Grand Junction Visitors & Convention Bureau**

Shirley Nilsen, C.P.M., CPPB  
Subscriber Name (Please Print Name)

Senior Buyer  
Title

Shirley Nilsen, C.P.M., CPPB  
Signature

1-29-08  
Date



**MUTUAL NONDISCLOSURE AGREEMENT**

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is entered into on and effective **January 1, 2008** (the "**Effective Date**") by and between Internet Destination Sales System, Inc. ("**iDSS**"), with its principal place of business located at 250 Marquette Avenue South, Minneapolis, Minnesota, 55401, and **Grand Junction Visitors & Convention Bureau ("**Client**")** and, together with iDSS, (the "**Parties**"), with its principal place of business located at 740 Horizon Drive, Grand Junction, CO 81506, with reference to the following facts:

A. The Parties have requested certain information regarding each other in connection with evaluating the feasibility of possible business arrangements between them.

B. The Parties acknowledge the confidential and proprietary nature of the materials to be furnished.

C. The Parties are willing to disclose such confidential and proprietary information to each other provided that each Party agrees to hold and keep such information as confidential and to not use the information for any purpose other than evaluating a potential business arrangement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

**1. Confidential Material**

Each Party agrees that all information relating to the other that is known to be confidential or proprietary, or which is clearly marked as such, and is furnished to it or to its officers, employees, or agents (collectively, the "**Receiving Party**") by the other party ("**Disclosing Party**"), whether written or delivered, visually or orally, will be deemed to be confidential information ("**Confidential Material**"). Confidential Material does not include information that (a) was previously in the possession of the Receiving Party and not the subject of another confidentiality agreement, (b) becomes generally available to the public as a result of a disclosure by a source other than the Receiving Party, or (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its advisors, provided that the Receiving Party reasonably believes that such source is not bound by a confidentiality agreement with respect to such information.

**2. Restrictions on Use and Nondisclosure.**

The Receiving Party agrees and covenants as follows:

a. **Ownership.** All Confidential Material furnished or disclosed to the Receiving Party is and shall be considered for all purposes to be the

property of the Disclosing Party, and the Receiving Party shall have no right, title or interest in or to any of the Confidential Material.

- b. *Disclosure.* The Receiving Party shall keep all Confidential Material strictly confidential and shall not disclose, give or describe any part or all of the Confidential Material to others for any reason whatsoever without the express written consent of the Disclosing Party or as directed by a court. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Material to any representative or agent of the Receiving Party (collectively, the "***Receiving Party's Representatives***") for the sole purpose of evaluating the potential business arrangement between the Parties, provided that such Receiving Party's Representatives agree to be bound by the terms of this Agreement. The Receiving Party shall take all measures reasonably necessary or desirable to insure that the Confidential Material remains confidential and is not, whether intentionally or unintentionally, disclosed to or seen, used or obtained by any third party. Confidential Material may not be published or reproduced in any fashion.
- c. *Use.* The Receiving Party shall use the Confidential Material only for, and in the course of, business discussions relating to a possible business arrangement and in connection with any business arrangement subsequently entered with the Disclosing Party and for no other purpose.
- d. *Return of Confidential Material.* Notwithstanding anything contained in this Agreement, the Receiving Party shall return the Confidential Material (regardless of the form in which such information was disclosed), including all compilations, copies, notes, summaries or abstracts of such Confidential Material, and will erase from computer storage (including all related or peripheral storage devices) any and all images, compilations, copies, summaries or abstracts of such Confidential Material to the Disclosing Party immediately upon termination pursuant to Section 2(e) below or upon request of the Disclosing Party, whichever occurs first.
- e. *Duration.* Unless extended by mutual agreement of the Parties, this Mutual NDA shall terminate with the termination of the Master Web-based Software License and Services Agreement (contract), if the parties decide to enter into this Agreement.

### 3. **Remedies**

In the event that the Receiving Party or any of the Receiving Party's Representatives disseminate or release any Confidential Material except as provided in Section 2 above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all

Confidential Material previously provided to Receiving Party. Each of the Parties agrees that because of the unique nature of the Confidential Material, the Disclosing Party would suffer irreparable damage in the event of a breach of this Agreement. Accordingly, each Party expressly agrees that the Disclosing Party will be entitled to injunctive and/or other equitable relief, including, but not limited to, specific performance, and hereby waives the right to any bond in connection therewith. The provisions of this paragraph do not alter or affect any other legal rights or remedies the Disclosing Party may have under this Agreement or applicable federal or state law.

**4. Scope of Agreement.**

Neither execution nor performance of this Agreement shall require or obligate either Party to enter into or continue a Master Services Agreement or any other agreement, including any joint venture or representation or consulting agreement relating to the other party. Nothing herein shall be construed as granting the Receiving Party or any other party any license or any other right, title or interest in or to the Confidential Material.

**5. Miscellaneous Provisions.**

- a. *Amendment.* No amendment of this Agreement shall be binding upon the Parties unless made in writing and duly signed by all Parties.
- b. *Waiver.* Failure by any Party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or its rights thereafter to enforce such provision or any other provision.
- c. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof as of the date of this Agreement and supersedes all previous understandings, representations, proposals, and discussions, whether oral or written, between the parties concerning the subject matter hereof.
- d. *Construction.* Wherever possible each provision of the Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.
- e. *Governing Law.* This Agreement shall be interpreted and enforced pursuant to the internal laws of the State of Colorado without reference to its conflict of law principles.



- f. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

**INTERNET DESTINATION SALES SYSTEM, INC.**

By:  (signature)

Its: CEO (title)

**GRAND JUNCTION VISITORS & CONVENTION BUREAU**

By: Shirley Nilson, C.P.M., CPPB (signature)

Its: Senior Buyer (title)



# INVOICE

Internet Destination Sales System

INVOICE # 08-0040

DATE: 01/31/08

**TO:** GRAND JUNCTION CVB  
 ATTN: IRENE CARLOW  
 740 HORIZON DRIVE  
 GRAND JUNCTION, CO 81506

**SHIP TO:**

**COMMENTS OR SPECIAL INSTRUCTIONS:**

SALESPERSON	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	DMS Contract-Activation Fee	4000.00	4,000.00
Subtotal			4,000.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE US\$			\$ 4,000.00

Wire Transfer Information:

Bank Name: Wells Fargo Bank N.A.  
 Bank Routing Number: 121000248  
 Account Number: 326-5870455  
 Company Name on Bank Account: Internet Destination Sales System, Inc  
 Swift Code: WFBIUS6S  
 Bank Address: 2329 Central Avenue, Minneapolis, MN 55418, USA

**Thank you for your business!**



PURCHASING DIVISION

**MEMORANDUM**

**TO:** Deb Kovalik, VCB Director

**CC:** Jim Finlayson, Information Systems Manager  
Jay Valentine, Assistant Financial Operations Manger  
Barb Bowman, VCB Group Sales Manager

**FROM:** Shirley Nilsen, Senior Buyer

**DATE:** January 3, 2008

**SUBJECT:** Approval for the purchase of Destination Management Software

**Summary:** The project will provide an integrated destination management software system to support the Visitor and Convention Bureau (VCB). The software is web-based and will provide easy access to the VCB satellite employee and will improve business productivity and reporting capabilities. The awarded software supplier will provide installation assistance, system integration, data conversion assistance, staff training, system maintenance, and system support as well as the software.

**Budget:** VCB has budgeted \$20,000 in their CIP account for this project.

**Action Requested/Recommendation:** Authorize the City Purchasing Division to award the Destination Management Software System project to Internet Destination Sales Systems (iDSS), Minneapolis, Minnesota for \$18,950.00.

**Background Information:** VCB has been utilizing an Access data base that was originally designed, written and updated by the City's information Systems Department for the past 10 years. Information Systems has recommended that it would be more effective to replace the systems with newer technology designed to integrate with GroupWise E-mail and the VCB Website. The newer technology will streamline business processes through fully integrated modules, maximize the ability to access information through drilldown capabilities, expand report writing and inquiry tools, and eliminate many manual processes that are currently being performed.

The solicitation was advertised in the Daily Sentinel and invitations were sent to 202 potential providers. Three proposals were received from the following suppliers:

Company	Location	Price
iDSS	Minneapolis, MN	\$18,950.00
Software Management Inc.	Pittsburgh, PA	\$36,047.50
Ungerboeck Systems International	St. Louis, MO	\$41,076.95

The databasc management software provider was selected through a competitive Request for Proposal process using the following evaluation criteria:

- Overall Quality of Product
  - Match with Functional Requirements
  - Technical Environment Compatibility
  - Ease of Use
- Company Capacity
  - Experience
  - Reputation
  - Support and Maintenance
  - Training Capacity
  - Reference by Similar Users
  - RFP Compliance
- Total Cost of System

Proposals were opened and evaluated by a team of representatives from VCB, Purchasing and Information Systems. Each software supplier was given an opportunity to demonstrate their software capabilities on-site to the evaluation team. The demonstrations assisted the evaluation committee in determining which software best fulfilled VCB's needs. iDSS and Software Management Inc. were asked to provide an additional demonstration via the Internet.

iDSS was chosen to provide Destination Management software because of the following:

- Demonstrated successful implementation experience with 41 contracted partners:  
Excellent References
- Overall best value: the software was written by a Convention Visitor Bureau using the latest Internet based technology.
- Product Functionality: software is flexible, robust, fully integrated, and easy to use
- Support and Maintenance
- Access to the software anywhere with an internet connection
- Their proposal demonstrated an excellent understanding of our needs, the capabilities of the technology, and willingness to work with us over several years to achieve our objectives

The evaluation team is recommending iDSS as the provider for the Destination Management Software. The Information Systems Manager and Assistant Financial Operations Manger agree with this recommendation.

Approval: \_\_\_\_\_  
Visitor and Convention Bureau Director

Date: \_\_\_\_\_

**CITY OF GRAND JUNCTION**

**RFP No. 2466-07-SN Destination Management Software Price Abstract**

	Destination Management Software	Software License Fee	Software License Fee	Software License Fee	Software License Fee
Licenses & Conversion & Training	\$37,068.95	Licensed Fees	\$15,487.50	Activation Fee	\$8,000.00
1st Year Maint.	\$ 4,010.00	Annual License Fee	4,130.00	Monthly	\$4,950.00
Conversion	Included	Data Conversion	4,650.00		\$3,000.00
Total				Training	\$3,000.00
2nd Year Maint.	\$4,010.00	Systems Analysis Visit	\$4,650.00		
3rd Year Maint.	\$4,010.00	On-site Installation and Training	\$5,890.00	Total	
		OnLive Data Conversion	\$1,240.00		
		Total 1st year		2nd year annual maint.	6,600.00
Grand Total	\$49,096.95	2nd Year	4,130.00	3rd year annual maint.	6,600.00
		3rd year	\$4,130.00	Grand Total	\$32,150.00
		Grand Total	\$44,807.50		
Insurance Certificate	Yes		Yes		Yes