

## COMPETITIVE OR NON-COMPETATIVE NEGOTATIONS TERM SHEET

Solicitation Type: RFP

Solicitation Number: 12344-805-C19

Solicitation Title: Cemetery Management Software System

Name of Firm: Site Industries, LLC, d/b/a CemSites

Date: 2/20/2023

A term sheet is a summary of the negotiations containing the agreed upon key terms of an agreement. It serves as a template, references key points, and essentially lays the foundation for ensuring the pertinent aspects of the business transaction to avoid any misunderstanding and make it clear of the intent of both parties.

| # | Key Term Description   | Explanation/Agreed Upon Term   |  |
|---|--|--|--|
| 1 | CEMSITES has agreed to provide access to City staff of the CEMSITES software system for 60 days at no charge to the City.  | The 60 days start on the signed agreement date. The 60-day period is a grace period. After 60 days all outstanding invoices are due.             |  |
| 2 | CEMSITES shall provide 3 days of on-site training at no charge to the City.  | Onsite training will be scheduled and take place after online training has been completed and champions are using the system within the 60 days. |  |
| 3 | CEMSITES shall provide 10 hours of on-<br>line training at no charge to the City.  | Agreed. Training will be scheduled in 5 two-hour sessions.   |  |
| 4 | CEMSITES shall provide a video documenting the process on how to manage splitting and merging customers in the system at no charge to the City.                            | Agreed. A video will be provided on how to split and merge contact and customer records.   |  |
| 5 | The City shall provide champions ("subject matter experts") with functional and technical expertise to assist with completing the successful implementation of the system. |  |  |



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|   |  | <ul> <li>Aarmondas Walker, Sr. Technology Strategist: Project Manager and will help coordinate things from the IT side.</li> <li>Danny Delgado, Database Administrator: Will provide CemSites team access to the data and also help the CemSites team and Stacey's team aid the CemSites team where necessary (if possible) with identifying any data that may pose an issue with migration.</li> </ul>   |  |
|---|--|---|--|
| 6 | Both CEMSITES and the City will incorporate into the Agreement a schedule addressing data mapping, data conversion, and testing at no charge to the City.  | We will do everything we can to help you cleanse your data and partner with you to help you overcome your obstacles and we are fully committed to getting your team adopting the program. We realize that this is a long-term initiative to get your data in order. With that said, as a show of good faith we are offering a weekly two-hour meeting at no charge for one year from the date this contract is signed to assist in uncovering issues and recommending workflows that will help expedite your data reconciliation process. |  |
| 7 | CEMSITES shall assist City staff by providing training and direction on how to enter data currently residing on a spreadsheet for the period of October 1, 2018 – to current (approximately 4,000 records) at no charge to the City. | This will be included as part of City's additional training of 10 hours that CemSites has already agreed to. Spreadsheet data is both unique and inconsistent. The city will pull together 10 example cases to be trained on. It is the City of Fort Lauderdale's responsibility to enter the records.  |  |
| 8 | CEMSITES shall provide training to City staff on how to enter and separate accounts for multiple spaces at no charge to the City.  | Both CemSites and City agree to the statement CEMSITES shall provide training to City staff on how to enter and separate accounts for multiple spaces at no charge to the City.   |  |



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|           |   | A. After 60 days the annual licensing for 2023 plus the outstanding balance from                       |    |
|-----------|---|--|----|
|           |   | 2022 will be due.  1. CemSites will fulfill everything agreed upon on our end within 60 days, less the |    |
|           |   | one-year commitment of helping your team with the long term data reconciliation initiative.            |    |
|           |   | B. The City of Fort Lauderdale agrees to the terms of our contract and license                         |    |
| 9         | The City shall pay CEMSITES the current annual license software fee budgeted in | agreement.  1. CemSites is committed to: a. Fixing any bugs.   |    |
|           | FY23 after the above-mentioned deliverables are met.                            | b. Onsite training - Stated above, once all of the online training is completed.                       |    |
|           |   | c. Online training - Stated above.   | 14 |
|           |   | The City of Fort Lauderdale is committed to:   |    |
| district. |   | a. Open adoption of training sessions.   |    |
|           |   | b. Fixing, adding, and cleansing their data.   |    |
|           |   | c. Make available time for all training  |    |
| d o       | Constitution of the second second   | sessions within the 60-day period.   | ļ. |
|           |   | d. Paying overdue and current balances to CemSites.  | 1  |
|           |   |  |    |

The person below is authorized to bind the parties to the agreed upon key points and terms cited above to incorporate into an agreement.

| City of Fort Lauderdale | Site Industries, LLC, d/b/a CemSites         |  |
|-------------------------|--|--|
|                         | EAR  |  |
| Signature               | Signature                                    |  |
|                         | Michael McFann                               |  |
| Print Name              | Print Name                                   |  |
| Position/Title          | Vice President of Operations  Position/Title |  |
|                         |  |  |
| Date:                   | Date: 2/00/23                                |  |