



**SUBMITTAL TO THE BOARD OF DIRECTORS  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
13.2  
(ID # 2943)

**MEETING DATE:**  
Tuesday, November 15, 2016

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK & OPEN SPACE DISTRICT: Approval of Professional Service Agreement for Recreation Management Software as a Service with US eDirect Inc.; All Districts; [\$1,033,350 District Operating Fund]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Approve the Professional Service Agreement ("PSA") with US eDirect Inc. to provide Recreation Management Software as a Service for a maximum total amount of \$1,033,350 and authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District; and

**ACTION:** Policy

*Scott Bangle*  
Scott Bangle, Director General Manager / Park Director 11/3/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$365,400	\$241,900	\$1,033,350	\$210,650
NET COUNTY COST	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> District Operating Fund			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b>	

**C.E.O. RECOMMENDATION:** [CEO use]

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Director Jeffries, seconded by Director Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Benoit and Ashley  
Nays: None  
Absent: Tavaglione and Washington  
Date: November 15, 2016  
xc: Parks

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

13-2

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
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**RECOMMENDED MOTION:** That the Board of Directors:

2. Authorize the General Manager or his designee to execute any ministerial amendments to the PSA; and
3. Authorize the General Manager to purchase additional licensing and/or professional support services for any enhancement, integration, or project relating to US eDirect supplied systems. These services are at the discretion of the Park District, occurring after Go-Live, only if required to meet operational demands of the Park District, and are not to exceed \$25,000 annually.

**BACKGROUND:**

**Summary**

The Riverside County Regional Park and Open-Space District (District) provides a variety of recreational opportunities and services for the residents and visitors of Riverside County. District amenities include campgrounds, parks, interpretive nature centers, trails, sports fields, a boxing club, an event center, and open space areas.

In 2014, the District entered into an agreement for Point of Sale Software, Hardware, and Support System services. Implementation of this system was never fully completed due to limitations and shortfalls discovered through use of the system at the two District operated aquatic facilities. Implementation was halted in December 2015 prior to starting the phases that would have brought the Regional Park Campgrounds and other remaining operations online to the system.

The District currently does not have a unified revenue collection system that can singularly manage the wide variety of revenue-generating activities occurring at all its sites. The existing systems include a custom-built web-based camping reservation software system, QuickBooks point of sale software and invoicing, and several stand-alone basic electronic cash registers.

The District plans to replace all existing revenue collection systems with a single centralized, web-based system. US eDirect Inc. will provide services under the PSA and the District will be afforded the benefit of the web-system to improve efficiencies for operation of the Park District Facilities. This system will also generate vital data relating to operations and help guide strategic planning for the District. Hardware purchased as part of the 2014 agreement will remain operational under the new software requiring only minimal hardware purchases or upgrades to operate the new system.

Riverside County Information Technology TSOC unanimously approved the procurement request on September 8, 2016.

The services agreement has been reviewed and approved as to form by County Counsel.

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**Impact on Citizens and Businesses**

Residents and visitors to Park District facilities will benefit from an improved online reservation system with the ability to modify reservations online, integrated user accounts across all facilities, increased payment options at all facilities, and improved customer support from staff with the system's ease of use.

**Contract History and Price Reasonableness**

The District consulted with County Purchasing Department and, per section 4.3 of the Purchasing Policy Manual, will be piggy-backing on an agreement between US eDirect and the County of Orange. The County of Orange received three proposals to their RFP and had a team of 5 individuals evaluate the proposals based on criteria set forth in the RFP. All three firms were invited for an oral interview as part of the evaluation process. US eDirect Inc. won the bid over Active Network and Art Street Interactive Inc. and was awarded the contract on October 6, 2015 which includes annual renewals for up to 5 years.

US eDirect has agreed to provide Recreation Management Software to the District consistent with what is provided to the County of Orange under their current agreement.

Maximum amount of payments to US eDirect of \$1,033,350 includes Additive Alternate items for the aquatic centers and community centers, which the District does not anticipate operating after January 1, 2017, and a contingency for adding locations and/or services not anticipated at this time.

The Software as a Service price structure includes an annual base rate plus a percentage of revenue fee for District revenue in excess of \$5,250,000 annually. Actual anticipated costs for the system based on projected revenues over the four year term are:

<b>Year</b>	<b>Implementation Cost</b>	<b>Estimated SaaS Cost</b>	<b>Total Cost</b>
1	\$72,000	\$90,000	\$162,000
2	\$0	\$90,000	\$90,000
3	\$0	\$90,750	\$90,750
4	\$0	\$93,750	\$93,750
<b>Total</b>			<b>\$436,500</b>

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Based on the RFP process conducted by the County of Orange, multiple product demonstrations with US eDirect, a site visit to Orange County Parks to discuss the functionality of the system and the implementation process, and several other referrals from other current US eDirect customers, the District is confident that US eDirect can provide a system that will meet our needs across all aspects of District operations.

**Attachments:**

Professional Service Agreement for Recreation Management Software as a Service  
Riverside County IT Approved H11  
Orange County Contract with Scope of Work  
Orange County Evaluation Scores

*Shelly Barry*

Shelly Barry, Assistant

11/4/2016

*Gregory P. Priamos*

Gregory P. Priamos, Director County Counsel

11/3/2016

*Alex Gann*

Alex Gann

11/7/2016



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

<b>H11 Number:</b>	PR2016-04582						
<b>Requested Purchase:</b>	US EDIRECT - RECREATION DYNAMICS SOFTWARE SYSTEM						
<b>Department/Agency:</b>	Park & Open Space District						
<b>Primary Contact/Phone:</b>	Don Crow	<b>Alternate Contact/Phone:</b>					
<b>Purchase Request Type:</b>							
<b>Describe Requested Purchase:</b>	<p>The Park District desires to obtain a Recreation Management Software solution that will replace 4 different existing solutions to manage our daily operation . The new software will manage our campground and facility reservations, memberships, point of sale transactions, day use, class registrations, special events, and ticketing across our wide array of operational sites.</p> <p>The need for a single system to manage all of the Districts operational activities was identified several years ago and a system was purchased as a solution. It has since been determined that the current system does not have the ability to fully accommodate the needs of the District and the remaining implementation areas were canceled.</p> <p>The District is going to piggyback off of the contract that Orange County Parks entered into with US eDirect for recreation management software. The District is confident that the US eDirect software will be able to fully meet operational needs, provide expanded analysis of operations, and improve our customer service abilities through a better online interface and easier use by staff. District staff met with and/or talked to staff from Orange County, Miami Dade County, and Minnesota State Parks as references for US eDirect and is confident in the product and the company to meet District needs.</p>						
<b>Terms:</b>	<p>Is this a Multi Year Contract?: False</p> <p>Length of Contract:</p> <p>Start Date:</p> <p>End Date:</p> <p>Special Terms and Conditions:</p>						
<b>Business Needs Addressed:</b>	<p>Single system to manage all sites and activities.</p> <ul style="list-style-type: none"> <li>- Increased ability to collect and analyze usage data.</li> <li>- Improved online interface for customers.</li> <li>- Improved staff interfaces for increased efficiency.</li> <li>- Cloud based database for all information.</li> <li>- Single system for cash management.</li> <li>- Reduction in staff time needed in reservation call center with increased online user capabilities.</li> </ul>						
<b>Are there other county systems that provide the same functionality?</b>	No						
<b>Business Criticality:</b>	Run the Business						
<b>Business Impact:</b>	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies						
<b>Current Cost itemization (Include all the year 1 cost)</b>							
<b>Item Description</b>	<b>Purchase Type</b>	<b>Vendor</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Sub_Total</b>	<b>Item Tax</b>	<b>Total Cost</b>
US EDIRECT - RECREATION DYNAMICS SOFTWARE SYSTEM	Professional Services	Unknown	1	\$208,450.00	\$208,450.00		\$208,450.00
US EDIRECT - RECREATION DYNAMICS SOFTWARE SYSTEM	Software - New Purchase	Unknown	1	\$364,500.00	\$364,500.00		\$364,500.00
<b>Annual Costs</b>							
<b>Item Description</b>	<b>Payment Type</b>	<b>Terms (in Years)</b>	<b>Payment amount</b>	<b>Total Annual Payments</b>			
<b>Accounting String</b>							
To be completed for pass-thru purchases that will be processed by RCIT Only							
<b>%Billed</b>	<b>Accounts (6 digits)</b>	<b>Dept.ID (6 -10 digits)</b>	<b>Program (5 digits)</b>	<b>Class (5 digits)</b>	<b>Grant (9 digits)</b>	<b>Customer Project Code (10 digits)</b>	



# RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

Department Head Signature: Don Crow (or Authorized designee)	Date: 9/1/2016 12:02 PM
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## RCIT Review (Purchases and renewal standard <\$25,000) - Administrative Review Status

Recommended: <i>Yes</i>	By: <i>[Signature]</i>	Date: <i>9/1/16</i>
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Denial Explanation: N/A
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## ACIO Review (Non standard purchases and renewals between \$0K and \$100K) - ACIO Review Status

Recommended:	BY:	Date:
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Denial Explanation: N/A
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## TSOC Review (Purchases and renewals >\$100K) CIO Review Status

Recommended: <i>Yes</i>	By: <i>[Signature]</i>	Date: <i>9/1/16</i>
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Denial Explanation: N/A
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**COUNTY OF ORANGE**

**OC COMMUNITY RESOURCES, OC PARKS**

**CONTRACT NO. MA-012-160101499**  
**FOR**  
**RESERVATION AND POINT OF SALE SYSTEM**

## CONTRACT NO. MA-012-16010499

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**CONTRACT MA-012-16010499  
BETWEEN  
COUNTY OF ORANGE  
AND  
US EDIRECT INC.  
FOR  
RESERVATION AND POINT OF SALE SYSTEM**

This Contract MA-012-16010499, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and US eDirect Inc., with a place of business at 8 Haven Ave., Ste. 209, Port Washington, NY 11050-3636; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

**RECITALS**

**WHEREAS**, Contractor responded to a Request for Proposal ("RFP") for Reservation and Point of Sales System for the County; and

**WHEREAS**, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

**WHEREAS**, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Reservation and Point of Sales System with the Contractor;

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**I. Contract Specific Terms and Conditions**

1. **Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will provide Reservation and Point of Sale System under a firm-fixed fee Contract, as set forth in the Scope of Work identified as Attachment A to this Contract and incorporated herein as if fully set forth.
2. **Term:** The initial term of this Contract shall be effective January 1, 2016 or upon the approval of the Orange County Board of Supervisors, whichever occurs later and shall continue through and including December 31, 2016 unless otherwise terminated as provided herein in the amount not to exceed \$160,000. This Contract may be renewed upon expiration of the initial term, for four (4) additional periods, upon mutual agreement of both Parties, with the final renewal expiring December 31, 2020 in the following not to exceed amounts: \$134,000 first renewal; \$138,000 second renewal; \$142,000 third renewal; and \$146,000 fourth renewal. The County is not obligated to give a reason if it elects not to renew. Renewal amendments may require approval of the County Board of Supervisors.
3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
5. **Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
7. **News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
8. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
  - c. Terminate the Contract immediately without penalty.
9. **Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:
  - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- c. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
- 10. Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
- 11. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as Project Manager and Contractor personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 12. Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 13. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

County: County of Orange  
OC Community Resources, OC Parks  
Attn: Tom Starnes  
13042 Old Myford Rd.  
Irvine, CA 92602  
Phone: (949) 585-6434 | Cell: (714) 651-9687  
Email: [Tom.Starnes@ocparks.com](mailto:Tom.Starnes@ocparks.com)

County of Orange  
OC Community Resources, OC Parks-Purchasing & Contract Services  
Attn: Lara Seto  
13042 Old Myford Rd.  
Irvine, CA 92602  
Phone: (949) 585-6443 | Fax: (949) 585-6474  
Email: [Lara.Seto@ocparks.com](mailto:Lara.Seto@ocparks.com)

Contractor: US eDirect Inc.  
Attn: Andrew Davies  
13042 Old Myford Rd.  
Irvine, CA 92602  
Phone: (516) 767-2431 | Fax: (516) 767-2876  
Email: [adavies@usedirect.com](mailto:adavies@usedirect.com)

**14. Compliance with County Information Technology Policies and Procedures:**

- a. **Policies and Procedures:** Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following.
- b. **Security and Policies:** All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date

that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and

elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

- c. **Information Access:** The County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure Contract concerning access protection and data security in the form provided by County. The County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel to whom issued. Contractor shall provide each Contractor Person with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.
- d. **Enhanced Security Procedures:** The County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. The County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- e. **Breach of Security:** Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.
- f. **Conduct on County Premises:** Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of the County (or that may be established thereby, from time to time) that pertain to conduct on County premises, possession or distribution of contraband, or the access to, and security of, the Party's real property or facilities, to the extent that the Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the other Party's premises. The operation of vehicles by either Party's personnel on the other Party's property shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on a Party's property and involving either Party's personnel shall be reported promptly to the appropriate Party's personnel. Each Party covenants that at all times during the Term, it, and its employees, agents, and Subcontractors shall comply with, and take no action that results in the other Party being in violation of, any applicable federal, state, and local laws, ordinances, regulations, and rules. Each Party's personnel shall clearly identify themselves as the appropriate Party's personnel and not as employees of the other Party. When on the other Party's premises, each Party's personnel shall wear and clearly display identification badges or tags, as approved by the other Party.
- g. **Security Audits:** Within each 12 month period of this Contract, County may perform or have performed security reviews and testing based on an IT infrastructure review plan. Such testing shall

ensure all pertinent County security standards as well as any customer agency requirements, such as federal tax requirements or HIPAA (Health Insurance Portability and Accountability Act).

**15. Software – Acceptance:** The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached,

are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:

- a. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
- b. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
- c. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.

**16. Software – Acceptance Testing:** The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.

Acceptance testing may be required as specified for all contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.

## II. General Terms and Conditions

**A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

**B. Entire Contract:** This Contract, including Attachments and Exhibit, incorporated herein by this reference as if fully set forth, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County of Orange unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on

County unless accepted in writing by County's Purchasing Agent or his designee.

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods is of the essence in this Contract. County reserves the right to refuse any goods and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until goods have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the goods have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-Contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-Contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.



**J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-Contractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

**K. Termination:** Notwithstanding any other provision of this Contract, County may at any time and without cause terminate in whole or in part, upon not less than (30) thirty days written notice to Contractor. Such termination shall be effected by delivery to Contractor a Notice of Termination specifying effective date of termination, whether Contract shall be terminated in whole or in part and if applicable the portion of work to be terminated.

Contractor shall immediately stop work in accordance with Notice of Termination and comply with any other direction as may be specified in Notice of Termination or provided subsequently by County. County shall pay Contractor for work completed and accepted by County prior to effective date of termination and such payment shall be Contractor's sole remedy.

In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligations.

Under no circumstances will Contractor be entitled to anticipatory or unearned profits, consequential damages or any other damages of any sort as a result of a termination in whole or in part under this provision. Contractor shall insert in all subcontracts that subcontractors shall stop work on the date of and if applicable the portion of work to be terminated in a Notice of Termination, and shall require sub-consultant's to insert the same condition in any lower tier subcontracts.

**L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

**N. Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

**O. Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

- P. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### **Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<i>Coverage</i>	<i>Minimum Limits</i>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

#### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/County Procurement Office (CPO) or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange CEO-Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of

Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above and "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. Pricing:** The Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. Waiver of Jury Trial:** (intentionally left blank)
- Z. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.

- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- FF. Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- II. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates opposite their respective signatures below:

**US EDIRECT INC.\*:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

**COUNTY OF ORANGE, OC COMMUNITY RESOURCES**  
a political subdivision of the State of California

By: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM**  
Office of the County Counsel  
County of Orange, California

  
\_\_\_\_\_  
Deputy County Counsel

9/10/15  
\_\_\_\_\_  
Date

## ATTACHMENT A

### SCOPE OF WORK

#### A. Introduction

OC Parks manages nearly 60,000 acres of parks and open space. Within its system, OC Parks operates nine (9) turf parks with day use shelters and two (2) parks with camping options, consisting of about 190 campsites, Day Use Areas and Equestrian Camping. In Fiscal Year 2013-14, OC Parks had 3,404 shelter reservations for its day use parks. OC Parks also had 12,373 camping reservations with an average length of camping stay about 1.9 days. OC Parks currently accepts cash, Master Card, Visa, Discover, checks, and debit cards as forms of payment.

Contractor shall design, provide and implement a complete, self-supporting business solution meeting OC Parks' centralized Reservation, Registration, Point of Sale, marketing and other administrative sale needs.

#### B. Qualifications

Contractor shall demonstrate that it has successfully performed services similar to those specified in this Scope of Work. Contractor shall have a minimum of three (3) years of experience developing Reservation and Point of Sale System and providing maintenance services, preferably for parks system of similar size to OC Parks. Contractor must be able to provide verification that they have provided these services for the preceding number of three (3) years. Contractor shall be Payment Card Industry – Data Security Standard (PCI-DSS) compliant. At the County's request, Contractor shall provide a copy of their PCI DSS Certificate of Compliance.

#### C. Deliverables

This Contract shall consist of all necessary labor, materials, and equipment for providing a full system; to build, maintain, evaluate and track success of the Reservation and Point of Sale System. The developed Reservation and Point of Sale System shall include as many of the following elements as possible.

#### D. Reservation and Point of Sale System Needs

1. Reservation System must be easily customizable to OC Parks' needs.
2. The County shall review browser based, web based or hosted application solution provided it shall work with both desktop and mobile devices.
3. System shall be kept current as part of the annual service fee, with all upgrades and customer support from the Contractor to the satisfaction of the County.
4. The County's current reservation system company pays for the credit card fees associated with transactions. In 2014, the County completed an estimated 45,000 credit card transactions for a total of about \$1.8 million. Currently, payments for classes and programs, as well as some shelter and campsite reservations, are made in person with credit cards, cash or check. While a percentage of the cash and checks will continue, the County anticipates that with the availability of online registration there will be an increase in credit card payments for classes and programs. The County shall review pricing including either the Contractor or the County handling these fees.
5. Must be PCI-DSS compliant.
6. User-friendly for customers and OC Parks staff.
7. System must allow users ability to log on and create individual accounts.
8. System must save pertinent information (i.e. past reservations or credit card info as defined by PCI-DSS).
9. Ability to customize alerts, notifications or service changes.



10. The County currently is under contract with a parking company that supplies annual OC Park passes. The OC Park passes are good at all of the OC Parks facilities that charge for parking. The OC Park pass is a "credit card" style pass that is currently sold over the counter at OC Parks facilities. The cards (software and process that manages the activation, approval and expiration of the cards) are provided by the parking company. The OC Parks Smart Parking Cards will be sold through the POS system and potentially online. When these items are sold, data is collected from the customer identifying them. The County desires a solution that will allow the non-payment data entered for these cards in the POS system (name, address, email, etc.) to be exported for use in analysis of our customer use patterns.
11. Ability for public and staff to make changes once a reservation has been made.
12. If possible, allow public's choice of point of contact (i.e. phone, email or text).
13. Ability to accept donations.
14. Site closure capability and/or alerts.
15. County shall have the capability to acquire various reports with no cost penalty.
16. The County shall have one hundred (100) unique users in the Reservation System and approximately twenty (20) shall be logged in simultaneously.

**E. Customer Features**

1. Customizable maps with the ability to look at reservation sites showing distances to other amenities.
2. Detail describing each facility, number of sites, dimensions, custom photos, type of site, etc.
3. Interactive, user-friendly reservation booking capabilities.
4. Real-time reservations locked in with an adjustable time frame during booking.
5. Credit card payment options.
6. System to provide customizable rules validation by customers.
7. Provide confirmation of payment notice via email and/or hard copy.
8. Easy reservation check-in.
9. Online check-in ability.
10. Show alerts.

**F. Administrative Features**

1. Fee-setting for each reservation area, and items sold.
2. Role-based security for different levels of access by multiple users.
3. Integrated Point of Sale (POS) system for the sale of various items.
4. Complete administrative functions for every reservation area and POS item.
5. Ability to implement discounts.
6. Ability to edit any promotional or other fee by dollar amount or percentage.
7. Ability to set up special account codes, create vouchers, and redeem coupons for discounts and promotions.
8. Staff should be able to view specific users (user history).
9. Perform transfers of users from one site to another.
10. Track staff actions within the system.
11. Process credit card payments, refunds, cancellations and voids.
12. Overall view showing all customers' reservations in the park(s).
13. Track administrators' drawers (in and out) throughout a given shift (breaks, lunch, errands).
14. Must be able to add POS fee types easily to reservations.
15. Make reservations and/or group reservations using a grid/calendar drag system.
16. Check verification capability.
17. Real-time reservations that are immediately reflected system-wide.
18. Ability to have customer notes that are viewable when desired by administrator.
19. Ability to print receipts in standard register, movie ticket style and letter size. The movie ticket-style receipts are in reference to the OC Zoo. At the entrance to the zoo, our POS system is set up with touch screen technology to expedite processing many transactions in a short time. Each transaction

provides a movie theater-style ticket for the zoo customer. Any solution that meets these needs shall be reviewed.

20. Ability to reprint receipts with date and time of sale. Date of reprint may be displayed. Reprint option may be accessed at any time.

**G. Specific System Requirements**

**1. A Web-Based Reservations System for Shelters**

- a. Integrate with existing website.
- b. Grid and map formats.
- c. Photos and details available.
- d. ArcGIS is a mapping system that the County uses to map its facilities including campgrounds, trails, park boundaries, restrooms, and many other features relevant to park visitors. ArcGIS server is a way that the maps are hosted as services for websites to consume. If possible, the County would like a reservation system that could link to the ArcGIS map server for the latest updates to the County's facilities. The County shall review other options if proposed.
- e. Process online payments.
- f. Ability to code payments into funds as directed by OC Parks.
- g. Integrate seamlessly with POS system.
- h. Provide for online cancellations and refunds.
- i. Automatic email to confirm reservations.
- j. Printable and electronic list for staff.
- k. Provide the number for maximum capacity of shelters.
- l. Provide access for administrators and staff to enter alerts and notes for each reservation and facility.
- m. Reservation Policies/Park Rules & Regulations Group Picnic Areas: Provide a box for customer to check, prior to continuing making their reservation, to confirm they understand and have read the policy.

**2. A Web-Based Reservations System for Campsites**

- a. Integrate with existing website.
- b. Grid and map formats.
- c. Photos (how many#?) and details available.
- d. Mapping system that can consume OC Parks ArcGIS server services.
- e. Process online payments.
- f. Ability to code payments into funds as directed by OC Parks.
- g. Integrate seamlessly with POS system.
- h. Provide for online cancellations and refunds.
- i. Automatic email to confirm reservations.
- j. Printable and electronic list for staff.
- k. Reservation Policies/Park Rules & Regulations Group Picnic Areas: Provide a box for customer to check, prior to continuing making their reservation, confirming they understand and have read the policy.
- l. Transfer or extend stay.

**3. A Web-Based Reservations System for Conference Rooms and Locations**

- a. Integrate with existing website.
- b. Grid and map formats.
- c. Photos and details/dimensions available.
- d. Mapping system that can consume OC Parks ArcGIS server services.
- e. Process online payments.

- f. Ability to code payments into funds as directed by OC Parks.
- g. Integrate seamlessly with POS system.
- h. Provide for online cancellations and refunds.
- i. Automatic email confirmation.
- j. Printable and electronic list for staff.
- k. Transfer or extend stay.

4. **A Web-Based Reservations System for Public Programs**

- a. Takes online reservations for classes, hikes, tours and other public programs.
- b. Integrate with OCParks.com. A link to a URL that leads to an OC Parks branded reservations page.
- c. Process online payments.
- d. Automatic email to confirm enrollment.
- e. Provide for online cancellations and refunds.
- f. Automatically suspend enrollment when the event is full.
- g. Online waiting list functions.
- h. Printable and electronic list of participants for staff.
- i. Automatically email participants enrollment reminders.
- j. Mobile ability to cancel enrollment.
- k. Ability for staff to enroll participants.
- l. Use of calendar feature to select dates; calendar feature shows availability based on color.
- m. Criteria matching (e.g. toddler programs ages have to be 3-5; will match age criteria).
- n. Opt-in for future events.

5. **Staff Access to The Proposed System for Park Staff**

- a. Staff interface at multiple locations.
- b. Ability to accept cash, check and credit card payments.
- c. Ability to code payments into funds as directed by OC Parks.
- d. Integrate seamlessly with POS system.
- e. Provide for cancellations and refunds.
- f. Automatic email confirmation.
- g. Printable and electronic list for staff.
- h. Ability to handle walk-ins/ups.

6. **A Point of Sale System (POS)**

The POS system shall include:

- a. Staff interface at multiple locations.
- b. Ability to accept cash, check and credit card payments.
- c. Ability to code payments into funds as directed by OC Parks.
- d. Ability to process refunds.
- e. Ability to easily add, remove or alter items for sale.
- f. End-of-day reporting features for cash handling needs.
- g. Contractor to provide their Certificate of Compliance and name of the gateway provider.
- h. Wells Fargo Merchant Services (WFMS) requires agencies to conduct quarterly network scans for Level 4 merchants who are using non-terminal based products (gateways).
- i. WFMS has partnered with their preferred vendor, Trustwave, to conduct the scanning as well as monitor Payment Card Industry Data Security Standards (PCI-DSS) compliance.
- j. Shall be migrating towards credit card industry initiative of Europay, Mastercard and Visa (EMV), global standard for inter-operation of integrated circuit cards (IC Cards or "chip cards"), IC card capable Point of Sale (POS) terminals and automated teller machines

(ATM's), for authenticating credit and debit card transactions. EMV provides an additional level of security to credit card transactions by scanning encrypted data from the chip through an EMV capable device, requiring the cardholder's PIN or signature.

- k. Administrator to provide OCCR IT staff with all information – One of Administrator's staff to complete a questionnaire., Once completed OCCR IT may perform the scanning. Scans are conducted quarterly.
- l. Administrator is required to annually to complete (and pass) a Trustwave Self-Assessment Questionnaire and Certification of Compliance.

**7. A Fast Ticketing System for Zoo Entrance**

- a. Ticketing system should be fast enough to allow line to move swiftly at front of zoo.
- b. Different sales types must be readily accessible. Examples would be regular zoo entry, multiple types of promotional passes, school groups, children's entry, etc.
- c. Reports need to be available for number of each type of pass as well as totals and revenue.
- d. System should allow for printing of souvenir tickets.

**8. A Permit System for Creating and Processing Special Event Permits**

- a. Allow creation and processing of special event permits, most of which are associated with reservations.
- b. Fields designated as appropriate for OC Parks.
- c. Staff interface at multiple locations.
- d. Ability to accept cash, check and credit card payments.
- e. Allow credit card transactions online.
- f. Ability to code payments into funds as directed by OC Parks.
- g. Integrate seamlessly with POS system.
- h. Provide for cancellations and refunds.
- i. Automatic email confirmation.
- j. Printable and electronic list for staff.
- k. Ability to provide comments within the system.
- l. Ability to see vendors insurance on the permit (insurance capabilities).
- m. Flag permits by color coding (ability to group).
- n. Permit search by vendor.
- o. Add a scanned tab to the permits system and be able to scan permits file directly to the permit system.
- p. Ability to attach reservations to permits system.
- q. Ability to search by type of event (e.g. weddings, birthday, walks, etc.)
- r. Reporting based on permit type.

**9. Help Desk Support for Staff**

- a. Staffed during appropriate hours for West Coast (PST/PDT).
- b. Manned by knowledgeable staff who can update system as needed.
- c. Available 24/7.
- d. Train support staff on OC Parks Reservation Policies/Park Rules and Regulations for Group Picnic Areas and Campsites.
- e. Provide PDF copy of manual(s) for Operations and Inventory.
- f. Provide a link to online video for training new staff.

**10. Training**

- a. OC Parks staff shall be provided with in-person training on operation of the system during implementation.
- b. OC Parks staff shall be provided with refresher training every six months, if needed.

**11. OC Parks-Specified Reporting**

This shall include:

- a. Reports on numbers, types and methods of reservations, program registrations and permits. Reports as determined by OC Parks should include:
  - Reconciliation reporting
  - Availability chart/report
  - Park usage summary
  - Occupancy report
  - Sales report
  - Sortable customer summary
  - Usage type report
  - Transaction report
  - Revenue report
  - Customer detail report
  - Reservations by site/campground/facility
  - Visitor type by site
  - POS smart card serial number report
  - POS Product Sold Detail report
  - POS Product Sold Summary report
  - Reservation Methods report
  - Wire transfer report of credit card funds deposited
    - i. Net amount per cards
    - ii. Net batch amount
    - iii. Total amount deposited
- b. Each web-based report can be opened in real time format.
- c. Reports must be able to be exported into a Microsoft Excel format – desirable to have the Excel report import into the County accounting system.

**12. Shall meet OC Parks software requirements (cloud based system with standard compliance).**

**13. Hardware, Software and Communications Available in the Parks**

All parks/facilities are connected to OC Community Resources Data Center located in Santa Ana, California via a Wide Area Network (WAN) using T-1 connections.

Desktop Standard for OC Parks

HP Compaq 6300 Pro Small Form Factor

Specifications –

- a. Processor - Intel® Core i3-2120 Processor (3.30 GHz, 3M cache, 2 cores)
- b. 240W energy efficient power supply (87/90/87% efficient at 20/50/100% load)
- c. Chipset - Intel® Q75 Express
- d. Memory - 4GB PC3-10600 Memory (1x4GB)
- e. 500 GB 7200 RPM 3.5 HDD
- f. Integrated Intel® HD 2000 Graphics
- g. HP SuperMulti DVD Writer Drive
- h. HP PS/2 Standard Keyboard
- i. HP PS/2 Laser Mouse
- j. High Definition Audio with Realtek ALC221 codec
- k. Integrated Intel 82579LM Gigabit Network Connection

Software –

- a. Adobe Flash Player 14 ActiveX
- b. Adobe Reader XI

- c. Adobe Shockwave Player 12.0
- d. Google Earth
- e. Java 7 Update 65
- f. Microsoft .Net Framework 4 Client Profile
- g. Microsoft Office Professional Plus 2010
- h. OC Parks fonts
- i. Symantec Enterprise Vault HTTP-only Outlook Add-In
- j. System Center Endpoint Protection

14. **Mobile Functionality for Staff and Public**

- a. System must use responsive design or other mobile-friendly format to easily interface as a link from customers using OC Parks mobile app.
- b. System must allow for completion of reservation process, including payment, from mobile devices.
- c. System must allow for notifications to customers of closures, alerts, planned events and other activities that could affect their reservations.
- d. Allow for staff to check in on mobile device

15. **Process for PCI Compliance.**

16. **Annual Pass Sales and Distribution.**

The County currently is under contract with a parking company that supplies annual OC Park passes. The OC Park passes are good at all of the OC Parks facilities that charge for parking. The OC Park pass is a "credit card" style pass that is currently sold over the counter at OC Parks facilities. The cards (software and process that manages the activation, approval and expiration of the cards) are provided by the parking company. The County, at minimum, requires the capability to sell the annual OC Park passes online with OC Parks staff or a vendor providing the fulfillment via mail. The County shall review any proposed solution.

- a. System shall allow for online sales of OC Parks Annual Parking Passes.
- b. System shall allow for input of details associated with passes.
- c. System shall allow for data to be transferred in relation to each parking pass for research and marketing purposes.
- d. Sales, renewals and fulfillment (including mailing to customers).

17. **Transition Plan**

- a. All data currently on OC Parks reservation system and POS system must be transferred prior to January 1, 2016.
- b. Transition should be handled by Contractor and cost should be identified.
- c. Any process to gather new information needed should be clearly identified, as well as all associated costs.
- d. Provide site mockups for approval prior to system migration.

18. **Support Center for Administrator**

- a. Access all reports, should including financials, POS product sold, etc.
- b. Administrators to have access to obtain details of each entry in system as needed.
- c. Capability to enter new data in system in a timely manner by the administrator.

#### H. Historical Information

The County received 6,773 calls to the call center in 2014, resulting in 1,156 reservations. The average call duration was 4.4 minutes. Below is a breakdown of calls per month in 2014:

January – 387, February – 452, March – 728, April – 792, May – 674, June – 784, July – 774, August – 735, September – 583, October – 445, November – 264, December – 155.

#### I. Additional Services (outside of the Scope of Work, Attachment A) on an as needed basis at the request of the County to include: training, software upgrades, customizations, additional reporting.

Annual amount not to exceed \$50,000:

- Software Customization, Senior Programmer: \$250 per hour
- Software Customization, Junior Programmer: \$150 per hour
- Report Customization, Report Technician: \$100 per hour
- Integration Services, Software Architect: \$200 per hour
- Training, Trainer: \$150 per hour
- Business Analysis, Business Analyst: \$100 per hour
- Data Services, Data Analyst: \$100 per hour

**ATTACHMENT B**

**COMPENSATION AND PAYMENT**

I. **Compensation:** This is a fixed fee price Contract between the County and the Contractor for a Reservation and Point of Sale System as set forth in this Contract, Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Articles C and R of the County's General Terms and Conditions.

II. **Payment Terms:** Initial implementation payment of \$40,000 shall be paid in advanced in accordance with Section III, below. Annual payments shall be paid quarterly in arrears, in four (4) equal quarterly installments. Additional Services shall be paid in arrears in accordance with Section III, below. Payments shall be net 30 days after receipt of an invoice in a format acceptable to the County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items, or services involved or billed under this Contract, and shall not be construed as acceptance of any part of the Reservation and Point of Sale System or related services contracted for hereunder.

III. **Payment/Fee Schedule:** Payments shall be made accordingly:

- a. Initial implementation payment: \$40,000
- b. Annual quarterly payments:
  - Year 1: \$70,000, quarterly payment of \$17,500
  - Year 2: \$84,000, quarterly payment of \$21,000
  - Year 3: \$88,000, quarterly payment of \$22,000
  - Year 4: \$92,000, quarterly payment of \$23,000
  - Year 5: \$96,000, quarterly payment of \$24,000
- c. Additional Services on an as needed basis at the request of the County to include: training, software upgrades, customizations, additional reporting.
  - Annual amount not to exceed \$50,000:



**IV. Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- d. Name of County agency/department: **OC Community Resources/OC Parks**
- e. Delivery/service address
- f. Contract No.: MA-012-16010499
- g. Date of order/service
- h. Product/service description, quantity, and prices
- i. Sales tax, *if applicable*
- j. Freight/delivery charges, *if applicable*
- k. Total Amount

Invoices and support documentation are to be forwarded to:

**OC Community Resources**  
**Attn: Accounts Payable**  
**1770 N. Broadway, 4th floor**  
**Santa Ana, CA 92706**

The responsibility for providing all acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**V. Payment (Electronic Funds Transfer (EFT)):** The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. *To request a form, please contact the agency/department representative listed. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.*

**VI. EFT Invoicing Instructions:** The Contractor will provide a two-part invoice on the contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from (a), above
- c. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
- d. Name of County agency/department: **OC Community Resources/OC Parks**
- e. Delivery/service address
- f. Contract No.: MA-012-16010499
- g. Date of order/service
- h. Product/service description, quantity, and prices
- i. Sales tax, *if applicable*
- j. Freight/delivery charges, *if applicable*
- k. Total Amount

**EXHIBIT 1**

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS**

In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of contract but prior to official award of contract, the selected contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

The certifications will be stated as follows:

*"I certify that **US eDirect Inc.** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number **MA-012-16010499** with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract."*

\_\_\_\_\_  
Signature Name (Print)

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Company Name

**MA-012-16010499**  
Contract Number Contract Amount

\*Two signatures required if corporation.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS  
(blank form)**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

B. For Contractors doing business in a form other than as an individual:

Name, Date of Birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Social Security No: \_\_\_\_\_

Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)

**WRITTEN & ORAL TOTAL SCORE SHEET**  
**RESERVATION AND POINT OF SALE SYSTEM**  
**RFP #012-C005281-LS**

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	Proposer Rankings	Written (50%)	Oral (50%)	Total Score	
1.	US eDirect Inc	10.1	10.5	20.6	✓
2.	Art Street Interactive Inc.	9.43	9.2	18.6	
3.	Active Network LLC	8.8	8.4	17.2	

## WRITTEN SUMMARIZED SCORE SHEET

RESERVATION AND POINT OF SALE SYSTEM  
RFP #012-C005281-LS

Score Descriptions: 5-Exceptional | 4-Above Average | 3-Average | 2-Poor | 1-Inadequate | 0-Non Responsive

Proposer: Active Network												Score Points
Criteria	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
Experience   Technical Expertise   References	20% (0.2)	4.5	0.9	4.0	0.8	4.0	0.8	4.0	0.8	4.0	0.8	4.1
Key Personnel & References	20% (0.2)	4.0	0.8	4.5	0.9	4.5	0.9	4.0	0.8	4.0	0.8	4.2
Approach & Understanding of Scope	30% (0.3)	3.5	1.05	3.5	1.05	4.0	1.2	3.5	1.05	4.0	1.2	5.55
Control of Cost & Schedule	30% (0.3)	2.0	0.6	2.5	0.75	2.5	0.75	3.0	0.9	2.5	0.75	3.75
<b>Grand Total</b>	<b>100%</b>	<b>3.35</b>		<b>3.5</b>		<b>3.65</b>		<b>3.55</b>		<b>3.55</b>		<b>17.6</b>

Proposer: Art Street Interactive, Inc.												Score Points
Criteria	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
Experience   Technical Expertise   References	20% (0.2)	4.0	0.8	4.0	0.8	3.0	0.6	4.0	0.8	4.0	0.8	3.8
Key Personnel & References	20% (0.2)	4.0	0.8	4.0	0.8	4.0	0.8	3.5	0.7	3.5	0.7	3.8
Approach & Understanding of Scope	30% (0.3)	4.5	1.35	4.0	1.2	4.0	1.2	4.0	1.2	4.0	1.2	6.15
Control of Cost & Schedule	30% (0.3)	3.0	0.9	3.0	0.9	3.5	1.05	4.0	1.2	3.5	1.05	5.1
<b>Grand Total</b>	<b>100%</b>	<b>3.85</b>		<b>3.7</b>		<b>3.7</b>		<b>3.9</b>		<b>3.8</b>		<b>18.85</b>

Proposer: US eDirect, Inc.												Score Points
Criteria	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
Experience   Technical Expertise   References	20% (0.2)	4.0	0.8	4.0	0.8	4.5	0.9	4.5	0.9	4.5	0.9	4.3
Key Personnel & References	20% (0.2)	4.5	0.9	4.5	0.9	4.5	0.9	4.5	0.9	4.5	0.9	4.5
Approach & Understanding of Scope	30% (0.3)	4.5	1.35	4.0	1.2	4.5	1.35	4.5	1.35	4.5	1.35	6.6
Control of Cost & Schedule	30% (0.3)	3.0	0.9	3.5	1.05	3.5	1.05	3.0	0.9	3.0	0.9	4.8
<b>Grand Total</b>	<b>100%</b>	<b>3.95</b>		<b>3.95</b>		<b>4.2</b>		<b>4.05</b>		<b>4.05</b>		<b>20.2</b>

## ORAL SUMMARIZED SCORE SHEET

RESERVATION AND POINT OF SALE SYSTEM  
RFP #012-C005281-LS

Score Descriptions: 5-Exceptional | 4-Above Average | 3-Average | 2-Poor | 1-Inadequate | 0-Non Responsive

Proposer: Active Network												Score Points
Criteria	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
Experience   Technical Expertise   Qualifications	20% (0.2)	4.5	0.9	3.5	0.7	4.5	0.9	3.5	0.7	4.0	0.8	4.0
Understanding   Organizing Project & Features	30% (0.3)	3.5	1.05	3.0	0.9	4.0	1.2	3.5	1.05	4.0	1.2	5.4
Implementation Plan & Project Schedule	20% (0.2)	4.0	0.8	3.0	0.6	4.0	0.8	3.0	0.6	3.5	0.7	3.5
Control of Cost	30% (0.3)	3.0	0.9	3.0	0.75	2.5	0.75	3.0	0.9	2.0	0.6	3.9
<b>Grand Total</b>	<b>100%</b>	<b>3.65</b>		<b>2.95</b>		<b>3.65</b>		<b>3.25</b>		<b>3.3</b>		<b>16.8</b>

Proposer: Art Street Interactive, Inc.												Score Points
Criteria	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
Experience   Technical Expertise   Qualifications	20% (0.2)	3.5	0.7	3.5	0.7	3.0	0.6	3.0	0.6	3.5	0.7	3.3
Understanding   Organizing Project & Features	30% (0.3)	4.5	1.35	4.0	1.2	3.5	1.05	3.5	1.05	3.5	1.05	5.7
Implementation Plan & Project Schedule	20% (0.2)	4.0	0.8	3.5	0.7	3.5	0.7	3.5	0.7	4.0	0.8	3.7
Control of Cost	30% (0.3)	4.0	1.2	4.0	1.2	4.0	1.2	3.5	1.05	3.5	1.05	5.7
<b>Grand Total</b>	<b>100%</b>	<b>4.05</b>		<b>3.8</b>		<b>3.55</b>		<b>3.40</b>		<b>3.6</b>		<b>18.4</b>

Proposer: US eDirect, Inc.												Score Points
Criteria	Weight	Panel #1		Panel #2		Panel #3		Panel #4		Panel #5		
Experience   Technical Expertise   Qualifications	20% (0.2)	5.0	1.0	4.5	0.9	4.5	0.8	4.0	0.9	4.0	0.8	4.4
Understanding   Organizing Project & Features	30% (0.3)	4.5	1.35	4.0	1.2	4.5	1.2	4.0	1.2	4.0	1.2	6.3
Implementation Plan & Project Schedule	20% (0.2)	3.5	0.7	4.0	0.8	4.5	0.8	4.0	0.8	4.0	0.8	4.0
Control of Cost	30% (0.3)	4.5	1.35	4.0	1.2	4.5	1.2	4.0	1.2	4.0	1.2	6.3
<b>Grand Total</b>	<b>100%</b>	<b>4.4</b>		<b>4.1</b>		<b>4.0</b>		<b>4.0</b>		<b>4.0</b>		<b>21.0</b>

2943 11-15-16  
13-2

**PROFESSIONAL SERVICE AGREEMENT**

for

**Recreation Management Software as a Service**

Between

**RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

and

**US eDirect**



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NOV 15 2016

13-20

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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **US eDirect**, a New York Corporation, (herein referred to as "US eDIRECT"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**, a special District, (herein referred to as "DISTRICT"). The parties agree as follows:

**1. Description of Services**

**1.1** US eDIRECT shall provide all services as outlined and specified in Exhibit 'A', Scope of Services, at the prices stated in Exhibit 'B', Cost Summary.

**1.2** US eDIRECT represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the DISTRICT relies upon this representation. US eDIRECT shall perform to the satisfaction of the DISTRICT and in conformance to and consistent with the highest standards of similar firms/professionals in the same discipline in the State of California.

**1.3** US eDIRECT affirms that it is fully apprised of all of the work to be performed under this Agreement; and US eDIRECT agrees it can properly perform this work at the prices stated in Exhibit B. US eDIRECT shall not perform services or provide products to the District outside of those listed in the Agreement, except as Amended in writing.

**1.4** Acceptance by the DISTRICT of the US eDIRECT's performance under this Agreement does not operate as a release of US eDIRECT's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect for 1 year, and shall automatically renew for three additional 1 year Terms, unless terminated earlier by a party in accordance with the terms of this Agreement. US eDIRECT shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Regional Park and Open Space District's Board of Director's is the only authority that may obligate the District for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The DISTRICT shall pay US eDIRECT for services performed, products provided and expenses incurred in accordance with the terms of Exhibit 'B', Cost Summary. Maximum payments by DISTRICT to US eDIRECT shall not exceed (Max Contract Amount) annually including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount, except as provided by this Agreement or an Amendment hereof, and shall have no obligation to purchase any specified amount of services or products, except to the extent so specified in this Agreement. Unless otherwise specifically stated in Exhibit 'B', Cost Summary, DISTRICT shall not be responsible for payment of any of US eDIRECT's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. After the first year of the award, a minimum of 30-days advance notice in writing of requested price increases is required to be considered and approved by DISTRICT. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas, and be subject to satisfactory performance review by the DISTRICT and approved (if needed) for budget funding by the Board of Directors.

**3.3** US eDIRECT shall be paid only in accordance with an invoice submitted to DISTRICT by US eDIRECT, within approximately fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to US eDIRECT only after services have been rendered or delivery of materials or products, and, where applicable, as in the case of deliverables where this Agreement provides for payment upon acceptance, where acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park and Open-Space District  
Attn: Finance  
4600 Crestmore Road, Jurupa Valley, CA 92509  
OR: Email invoices to: [parcs-finance@rivcoparks.org](mailto:parcs-finance@rivcoparks.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered quarterly in arrears.

**3.4** The DISTRICT's obligation for payment under this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of DISTRICT funding from which payment can be made. No legal liability on the part of the DISTRICT shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify US eDIRECT in writing; and this Agreement shall be deemed terminated, and have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Directors are the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If authorized by the Board of Directors, the Purchasing Agent may exercise the option to extend the term period pursuant to the terms of this Agreement and execute amendments to effect the term period extensions. If any such alteration causes an increase or

decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment, as agreed by the parties, shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the US eDIRECT for additional payment related to this Agreement shall be made in writing by US eDIRECT within 30 days of when US eDIRECT has given notice of any actual or claimed change in the work, which results in additional and unanticipated cost to US eDIRECT. If the DISTRICT Purchasing Agent decides that the facts provide sufficient justification, may authorize additional payment to US eDIRECT pursuant to the claim. Nothing in this section shall excuse US eDIRECT from proceeding with performance of the Agreement even if there has been a change, provided that the District is provided with sufficient justification for US eDirect to be compensated for any additional or unanticipated costs, necessitated by a change in work.

## **5. Term and Termination**

This Agreement shall commence as of the Effective Date, and shall continue for a period of 1 year, and shall automatically renew for three additional 1 year Terms, unless the DISTRICT provides written notice of termination no less than thirty (30) days prior to the end of the then-current Term.

**5.1** DISTRICT may, upon five (5) days written notice terminate this Agreement for US eDIRECTS's default, if US eDIRECT refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

**5.2** After receipt of notice of termination, US eDIRECT shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to DISTRICT and deliver in the manner reasonably directed by DISTRICT any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to DISTRICT.

**5.3** After termination, DISTRICT shall make payment only for US eDIRECT's performance up to the date of termination in accordance with this Agreement.

**5.4** US eDIRECT's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by US eDIRECT; or in the event of US eDIRECT's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, US eDIRECT shall not be entitled to any further compensation under this Agreement, aside from compensation paid or owing for services already rendered prior to the notice of termination.

**5.5** US eDIRECT is not debarred from the System for Award Management (SAM). If the Agreement is federally or State funded, US eDIRECT must notify the DISTRICT immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.6** The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

All pre-existing contract materials, property or work product shall remain the property of the party providing or contributing such materials. US eDIRECT agrees that, subject to the above, all materials, reports or products in any form, including electronic, created by US eDIRECT specifically for DISTRICT, and for which US eDIRECT has been compensated by DISTRICT pursuant to this Agreement, shall be the sole property of the DISTRICT. The material, reports or products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third parties. US eDIRECT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the DISTRICT.

**7. Conduct of Contractor**

**7.1** US eDIRECT covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with US eDIRECT's performance under this Agreement. US eDIRECT further covenants that no person or subcontractor having any such interest shall be employed or retained by US eDIRECT under this Agreement. US eDIRECT agrees to inform the DISTRICT of all US eDIRECT's interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

**7.2** US eDIRECT shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom US eDIRECT is doing business or proposing to do business, in accomplishing the work under this Agreement.

**7.3** US eDIRECT or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

**8. Inspection of Service; Quality Control/Assurance**

**8.1** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the DISTRICT or other regulatory agencies upon reasonable notice, no more than once-per-quarter. US eDIRECT shall provide adequate cooperation to any inspector or other DISTRICT representative to permit him/her to determine US eDIRECT's conformity with the terms of this Agreement. If any services performed or products provided by US eDIRECT are not in substantial conformance with the terms of this Agreement, the DISTRICT shall have the right to require US eDIRECT to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the DISTRICT. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the DISTRICT shall have the right to: (1) require US eDIRECT immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) adjust the Agreement price in consultation with US eDirect to reflect the reduced value, if any, of the services performed or products provided. The DISTRICT may also terminate this Agreement for default and charge to US eDIRECT any costs incurred by the DISTRICT because of US eDIRECT's failure to perform.

**8.2** US eDIRECT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT representative or other regulatory official to monitor, assess, or evaluate US eDIRECT's performance under this Agreement at any time, upon reasonable notice to US eDIRECT.

**9. Independent Contractor/Employment Eligibility**

**9.1** US eDIRECT is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that US eDIRECT (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and US eDIRECT shall hold DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that US eDIRECT in the performance of this Agreement is subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** US eDIRECT warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. US eDIRECT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. US eDIRECT shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** US eDIRECT shall screen prospective Covered Individuals prior to hire or engagement. US eDIRECT shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. US eDIRECT shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless US eDIRECT has performed such screening on same Covered Individuals under a separate agreement with DISTRICT within the past six (6) months. Covered Individuals shall be required to disclose to US eDIRECT immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. US eDIRECT shall notify DISTRICT within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** US eDIRECT acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with DISTRICT in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If US eDIRECT becomes aware that a Covered Individual has become an Ineligible Person, US eDIRECT shall remove such individual from responsibility for, or involvement with, DISTRICT business operations related to this Agreement.

**9.6** US eDIRECT shall notify DISTRICT within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by US eDIRECT with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the DISTRICT; but this provision shall not require the approval of contracts of employment between US eDIRECT and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. US eDIRECT shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be referred to a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

US eDIRECT shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the DISTRICT. US eDIRECT warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

US eDIRECT agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to US eDIRECT; and DISTRICT shall in no way be responsible to US eDIRECT for other entities' purchases.

**14. Non-Discrimination**

US eDIRECT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

US eDIRECT shall make available, upon written request by any duly authorized Federal, State, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of US eDIRECT's costs related to this Agreement. All such books, documents and records shall be maintained by US eDIRECT for at least five years following termination of this Agreement and be available for audit by the DISTRICT, upon reasonable notice, . US eDIRECT shall provide to the DISTRICT reports and information related to this Agreement as requested by DISTRICT.

**16. Confidentiality**

**16.1** US eDIRECT shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; DISTRICT information or data which is not subject to public disclosure; DISTRICT operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** US eDIRECT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. US eDIRECT shall not use such information for any purpose other than carrying out US eDIRECT's obligations under this Agreement. US eDIRECT shall promptly transmit to the DISTRICT all third party requests for disclosure of such information. US eDIRECT shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

Professional Services Agreement – Recreation Management Software as a Service

10 /

16

US eDirect



The DISTRICT Purchasing Agent, or designee, shall administer this Agreement on behalf of the DISTRICT. The Purchasing Agent is to serve as the liaison with US eDIRECT in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**DISTRICT**

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509

**US eDIRECT**

99 Powerhouse Rd, Suite 207  
Roslyn Heights, NY  
11577

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. US eDIRECT agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of US eDIRECT to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of US eDIRECT to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If US eDIRECT has any questions concerning this reporting requirement, please call (916) 657-0529. US eDIRECT should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** US eDIRECT shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of

Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of US eDIRECT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. US eDIRECT shall defend, at its sole expense, all costs, and fees including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**21.2** With respect to any action or claim subject to indemnification herein by US eDIRECT, US eDIRECT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes US eDIRECT'S indemnification to Indemnitees as set forth herein.

**21.3** US eDIRECT'S obligation hereunder shall be satisfied when US eDIRECT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe US eDIRECT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

## **22. Insurance**

**22.1** Without limiting or diminishing US eDIRECT'S obligation to indemnify or hold the DISTRICT harmless, US eDIRECT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

### **A. Workers' Compensation:**

If US eDIRECT has employees as defined by the State of California, US eDIRECT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

### **B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of US eDIRECT'S performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then US eDIRECT shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) US eDIRECT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, US eDIRECT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) US eDIRECT shall cause US eDIRECT'S insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification,

cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. US eDIRECT shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that US eDIRECT'S insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by US eDIRECT has become inadequate.

6) US eDIRECT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

8) US eDIRECT agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

23.1 US eDIRECT shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing DISTRICT from enforcement of the terms of this Agreement.

23.3 In the event US eDIRECT receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, US eDIRECT shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to US eDIRECT.

23.4 US eDIRECT shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 US eDIRECT shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. US eDIRECT warrants that it has good title to all materials or products used by US eDIRECT or provided to DISTRICT pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest.

23.7 The DISTRICT agrees to cooperate with US eDIRECT in US eDIRECT's performance under this Agreement, including, if stated in the Agreement, providing US eDIRECT with reasonable facilities and timely access to DISTRICT data, information, and personnel.

23.8 US eDIRECT shall comply with all applicable Federal, State, and local laws and regulations. US eDIRECT will comply with all applicable DISTRICT policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, US eDIRECT shall comply with the more restrictive law or regulation.

23.9 US eDIRECT shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 US eDIRECT shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

[Signature Provisions on Following Page]

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**DISTRICT**

RIVERSIDE COUNTY REGIONAL  
PARK AND OPEN-SPACE DISTRICT  
4600 Crestmore Rd,  
Jurupa Valley, CA 92509

Signature: \_\_\_\_\_

  
Kevin Jeffries  
Chairman, Board of Directors


Dated: \_\_\_\_\_

NOV 15 2016

**SERVICE PROVIDER**

US eDirect  
99 Powerhouse Rd, Suite 207  
Roslyn Heights, NY  
11577

Signature: \_\_\_\_\_

  
Print Name: Andrew Davies  
Title: Division Vice President

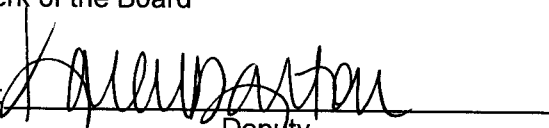
Dated: \_\_\_\_\_

11/8/16

**ATTEST:**

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_

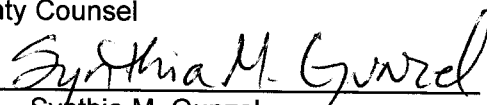
  
Deputy

(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_

  
Synthia M. Gunzel  
Deputy County Counsel

## Exhibit A – Scope of Work

1. Definitions - For the purposes of interpreting this Agreement, the following terms have the following meanings:
  - a. "Day" means eight (8) hours of work, whether provided during a single calendar day or otherwise.
  - b. "Initial Installation" means the date upon which any of the Software has first been installed on any server computer owned or controlled by the District.
  - c. "Other Services" means Services other than Pre-Agreed Services acquired by the District under this Agreement.
  - d. "Pre-Agreed Services" means Services that are expressly listed in the Services Table as being acquired hereunder by the District.
  - e. "Release" means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by US eDirect to its customers generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to the version number to the right of the decimal point such as from Release 1.0 to Release 1.1.
  - f. "Services" means any and all types of services which US eDirect provides, to the District and/or to other customers of US eDirect, in the course of US eDirect's business, including but not limited to services relating to the installation, implementation, customization, optimization, administration, training and troubleshooting of computers, computer software including the Software, computer networks, databases, internet-related equipment and applications.
  - g. "Software" means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by US eDirect and subsequently licensed by US eDirect to the District.
  - h. "Version" means a version of the Software providing a particular functionality, while a new Version of the Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.
  - i. "District" refers to the Riverside County Regional Park and Open Space District
  - j. "Equipment" refers to the hardware and peripheral devices, including computer terminals, tablets, and devices such as receipt printers, cash drawers and scanners, used when operating the Recreation Dynamics system

2. US eDirect will provide to the District:
  - a. The Recreation Dynamics software system, consisting of the following modules with the features described in Attachment A:
    - Activity Dynamics: activity registrations for classes, programs, events and tours
    - Facility Dynamics: facility reservations for day use reserveable inventory such as shelters, ball fields and meeting rooms
    - Membership Dynamics: membership management functionality for park/community center membership passes
    - Point of Sale: POS and inventory management functionality for retail sales
    - Ticketing and Entry:
    - Campground Reservations:
  - b. Business Intelligence Reporting: ad hoc business intelligence reporting tool.
  - c. All Pre-Agreed Services which the District hereby agrees, pursuant to Attachments A through G of this document
    - Attachment A: Module Descriptions and Included Features
    - Attachment B: Implementation Schedule
    - Attachment C: Terminal Locations
    - Attachment D: System Availability and Uptime
    - Attachment E: Data Hosting and Business Continuity
    - Attachment F: A43 - Riverside County Records and Archives Policy
    - Attachment G: A58 - Riverside County Enterprise Security Policy
  - d. All Other Services which the District from time to time agrees to acquire, provided that no Services other than Pre-Agreed Services will be provided by US eDirect unless US eDirect has, prior to such Services being rendered, received confirmation from the District that the District wishes to acquire such Services and will pay for such Services under the terms of this Agreement.
3. District will provide, at no cost to US eDIRECT:
  - a. Sufficient space to allow US eDirect personnel on the District's site to perform the services the onsite services acquired hereunder;
  - b. Office supplies and services such as photocopying, facsimile and telephone access while at District's site, excluding long distance charges;



- c. Education and training facilities adequate to provide the training services acquired hereunder, including classroom space, networked PCs (minimum 1 PC for every two training participants), networked printing capability, computer display/projection facilities, and flip chart or whiteboard, plus markers and other ancillary supplies;
  - d. Subject to the security requirements of the District, 24 hour access to the District's system via either an always-available telephone circuit or an always available internet connection to enable US eDirect or its designated representative to perform any of the obligations placed upon US eDirect by this Agreement; and
  - e. Webex, Teamviewer, Bomgar, Windows Terminal Services or Citrix's MetaFrame Server, installed at District's location to allow dial up internet access via VPN to allow US eDirect to remotely diagnose and correct errors in the Software and provide other Services.
4. Without limiting the District's obligations, District will:
- a. Use its best efforts to upgrade to any new Release or Version of the Software within a reasonable time after becoming aware of its availability;
  - b. Ensure that at all times at least one current staff person of the District, who is the District contact person, has been fully trained on the US eDirect Software;
  - c. Designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person the District may change upon 14 days prior notice; and
  - d. Provide particulars of the District's information technology environment in sufficient detail to allow US eDirect to effectively provide Services hereunder.
5. Ownership of Data
- a. All data will remain under the ownership of District throughout the terms of this agreement. Upon termination of this agreement, however caused, US eDirect will provide District with a full copy of this data in flat file format
  - b. US eDirect will not use or access this data for any purposes other than to provide the services outlined in this agreement.
6. Software Source Code
- a. A copy of the Recreation Dynamics source code will be maintained through an escrow service (currently EscrowTech).
7. Software Deployment - The software will be deployed on the District's workstations, including both dedicated point-of-sale (POS) workstations and workstations also used for other purposes. US eDirect will host the database for the Recreation Dynamics software in our primary data center in Northern VA at AWS (Amazon Web Services).
- a. Client will be responsible for operating system and virus software updates on each workstation with the Recreation Dynamics software installed.
  - b. US eDirect will apply any Recreation Dynamics (RD) Software updates or, if the

District prefers, US eDirect will provide instructions on applying the RD updates.

- c. The District and US eDirect estimate that the software will be deployed on approximately 30 point-of-sale (POS) workstations and approximately 30 back-office computers belonging to the District. These terminals must be identified to US eDirect during the Discovery and Requirements Analysis phase of the implementation. See attachment C for preliminary terminal locations.
8. Workstation Software Installation - The District will provide all workstations and peripherals required for the installation; US eDirect is not responsible for providing workstations or peripherals. Client will install the software on the workstations and configure the peripherals per methods and instructions developed by US eDirect.
  - a. US eDirect will provide recommendations or standards for workstation hardware such as processor, memory, and operating system.
9. Maps - The maps used in Facility Dynamics are the responsibility of the District. US eDirect will provide the specifications for these maps to the District to assist in the generation of these maps.
10. Software Upgrades - Software releases are typically done on a quarterly basis. All updates can be obtained by the District remotely and can be implemented by US eDirect staff or by the local administrator. Updates are typically self-applying, requiring no or very minor involvement from the user on the client end.
  - a. Updates will not be conducted without express consent from the user. Bug fixes, performance improvements, new features and Update & Upgrade releases are included for the support period. All Updates & Upgrades (bug fixes, maintenance releases, and new feature versions) are included; any optional plug-ins, add-ons, and new product offerings are not included with this Agreement. The services and software modules provided as part of this agreement have been outlined in Section 2.1
11. Hardware Support - US eDirect provides hardware support and maintenance only for those items supplied by US eDirect. The obligations of US eDirect to provide Maintenance Services are subject to the District using such Equipment in accordance with their respective operating manuals and recommended procedures, and causing proper and recommended Equipment Maintenance Services to be performed, including selecting a site which complies with the environmental requirements suggested by the manufacturer of the Equipment or US eDirect.
12. Help Desk Support – Off-season, live support is available from 8:00 AM – 8:00 PM (Eastern Time) Monday – Friday, November through February. Peak-season, live support is available from 7:00 AM – 11:00 PM (Eastern Time) Monday – Sunday. Support for “system down issues” is available 24 hours a day, 7 days a week.

- a. US eDirect 24/7 after-hours phone support is cell phone-based and is provided by a cell phone forwarding service. The typical response time is 5-15 minutes. Live support is provided during working hours as noted above. US eDirect and/or the local representative will offer Help Desk Support remotely, by telephone or email.
  - b. Technical support is limited to the reporting and correction of product defects. Help desk is not to be used for training and feature enhancement issues.
13. Operational Support Post Implementation
- a. Issues regarding training or feature enhancement requests will be handled by US eDirect's project manager. This includes clarifying training-related queries and managing of software feature enhancement requests. US eDirect's Project Manager will work with the District's project personnel to identify areas where operational training may be required for your end users, once the system is implemented. We will work to schedule refresher training sessions as required. US eDirect's Project Manager will also be responsible for managing and communicating the status on outstanding Help Desk tickets, development enhancements, bug fixes, and other project management components.
14. Description of Technical Support Call Priority Levels - The priority levels described in this section are intended to be reflective of the impact of Deficiencies on the District's business operations. We shall use the following as a guideline in assisting the District's Project Director in determining the appropriate Priority Level to assign and record for each Deficiency:
- a. Level I Priority - A Deficiency condition exists where any Software Component becomes unavailable, jeopardizes District's compliance with laws, affects the security or integrity of any District's data, or degrades the Software's response time below District's performance requirements.
    - i. US eDirect's goal is to resolve all Level I Priority Deficiencies within four (4) hours of the notification of Deficiency.
  - b. Level II Priority – A Deficiency condition exists and moderately disrupts District's business operations or requires users to implement temporary workaround processes for no more than one (1) business week.
    - i. US eDirect's goal is to resolve all Level II Priority Deficiencies are resolved within seven (7) days of the notification of Deficiency.
  - c. Level III Priority – A Deficiency condition exists that minimally disrupts District's business operations, and/or causes a noticeable degradation in the Software's response time but does not degrade below District's performance requirements.
    - i. US eDirect's goal is to resolve all Level III Priority Deficiencies within thirty (30) calendar days of the notification of Deficiency.

15. Software – Acceptance: The County shall be deemed to have accepted each software product unless the County, within 30 days from the installation date, gives Contractor written notice to the effect that the software product fails to conform to the functional and performance specifications, which, if not attached, are incorporated by reference. The Contractor will, upon receipt of such notice, investigate the reported deficiencies. The right of the parties shall be governed by the following:
  - a. If it is found that the software product fails to conform to the specifications and the Contractor is unable to remedy the deficiency with 60 days, the County shall return all material furnished hereunder and this Contract shall be terminated.
  - b. If it is found that the software product fails to conform to the specifications and the Contractor, within 60 days of receipt of the above said notice, corrects the deficiencies in the software product, the County will provide the Contractor with written acknowledgement of its acceptance of said software product.
  - c. If it is found that the software product does, in fact, conform to the specifications, the County shall reimburse the Contractor for the time and material cost of the investigation at the rates specified in this Contract.
16. Software – Acceptance Testing:
  - a. The County's acceptance of the software product is contingent upon the software product conforming to function and performance specifications and the Contractor delivering adequate users manuals within 30 days from the installation date.
  - b. Acceptance testing may be required as specified for all contractor-supplied software as specified and listed in the Contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the Contractor to satisfy the County requirements, and any substitute software provided by the Contractor in lieu thereof, unless the Contract or order provides otherwise. The purpose of the acceptance test is to ensure that the software operates in substantial accord with the Contractor's technical specifications and meets the County's performance specifications.
17. Compliance with District and County of Riverside ("County") Information Technology Policies and Procedures:
  - a. Policies and Procedures: Contractor, its subcontractors, the Contractor personnel, and all other agents and representatives of Contractor, will at all times comply with and abide by all Information Technology (IT) policies and procedures of the County that are provided or made available to Contractor that reasonably pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor's performance under this Contract. Contractor shall cooperate with the County in ensuring Contractor's compliance

with the IT policies and procedures described in this Contract and as adopted by the County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of the County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following.

- b. Security and Policies: All performance under this Contract, shall be in accordance with the County's security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by the County from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.
- c. Information Technology Policies and Procedures are included as
  - i. Attachment F – A43 - Riverside County Records and Archives Policy
  - ii. Attachment G – A58 - Riverside County Enterprise Security Policy
- d. Updates and current versions of IT policies and procedures are available online at <http://www.rivcocob.org/board-policies>.

**18. Performance Problems.** If US eDirect encounters or anticipates difficulty in meeting any deadlines, providing any deliverables, performing any of the Services, meeting any performance obligations under this Agreement, complying with the terms or conditions of this Agreement and has knowledge of any actual or potential situation or event that will or is reasonably likely to cause interference with or delay the timely performance of the Agreement, then US eDirect shall notify the DISTRICT in accordance with the table below (and confirm the notification in writing), identifying the problem(s) and the corrective action(s) if any, that will be taken, and any impact it will have on the deliverables for the project, including if the corrective action, if any, is to be taken. The foregoing shall not operate to waive any rights or remedies provided by law or the terms of this Agreement, and such receipt and acceptance shall not constitute a waiver of time limits or other obligations of US eDirect under this Agreement.

Severity Level	Description	Initial Response Time	Problem Resolution Time			Incident Resolution
			Root Cause Analysis	Root Cause Report	Problem Remediation Plan	
Critical	Production system is halted and / or data has been corrupted.	Five mins (normal business hours)  Twenty-five mins (outside business hours, time starts at beginning of next business hour)	24 hours	36 hours	48 hours	If Workaround is available in four hours or less, incident closes and problem is opened to evaluate.
High	Incidents render a feature inoperable without a workaround.	Fifteen mins (normal business hours)  Two hours (outside business hours, time starts at beginning of next business hour)	48 hours	72 hours	5 days	If Workaround is available in eight hours or less, incident closes and problem is opened to evaluate.
Medium	Incidents render a feature inoperable with acceptable workaround to be used on interim basis until incident addressed with a more effective	Twenty mins (normal business hours)  Four hours (outside business hours, time	10 days	15 days	30 days	If the incident cannot be resolved in 24 hours, it leads to a problem. The incident is closed, and a

	workaround and/or fix.	starts at beginning of next business hour)				problem is opened to evaluate further.
Low	Incidents have little impact on the business application, including questions not answered in the vendor documentation and documentation errors. Incidents may be addressed in a future release.	Thirty mins (normal business hours)  Eight hours (outside business hours, time starts at beginning of next business hour)	4 months	5 months	6 months	If the incident cannot be resolved with a bug fix or patch in the next release, it leads to a problem. The incident is closed, and a problem is opened to evaluate further.

For all other performance failures by Subcontractor that are not reasonably likely to cause interference with or delay the timely performance of the Agreement, then US eDirect shall notify the DISTRICT of the issue, and the District shall, within five (5) business days of the required notification, establish a revised plan of record including any change or clarification in scope and timeline.

In the event that US eDirect fails to remediate a *problem* in accordance with the applicable time frame(s) stated above, DISTRICT may, upon thirty (30) days written notice and opportunity to cure, terminate this Agreement for US eDIRECT's default, if: (i) US eDIRECT refuses to comply with the terms of this Agreement, or (ii) fails to make progress in resolving a problem within thirty (30) days of receipt of notice, which failure endangers the system's performance. In the event of such termination, the DISTRICT may proceed with the work in any manner deemed proper by DISTRICT.

## **Attachment A**

### **Module Descriptions and Included Features**

#### **Activity Dynamics**

The Activity Dynamics Class and Events module enables administrators to manage a wide variety of activities from a centralized location. The system is designed for enterprise use, and events can be scheduled across various facilities regardless of location. Activity groupings allow for various types of events to be scheduled with the time and date of the event, instructor and facility association. Customers can register for events onsite, at a central administration office, or through a web interface. Each registration has a unique number that ties it directly to a customer, service, or product and all financial transactions are integrated the point of sale.

#### **Key Features Included:**

- Streamline the signup process
- Manage activities such as classes, leagues, recurrent programs, drop-ins and events enterprise wide.
- Group your activities by category or create your own custom groups. Specify activity details including the schedule, schedule exceptions, instructors, location and gender
- Integrated online signup
- Easily Check In/Check Out customers for various Activities
- Create and manage activities from any location
- Extensive search and filter capabilities
- Wait List system
- Track attendance- print and store signup reports and rosters
- Attain customer registration records with ease
- Marketing- easily compile email lists to promote new activities
- Allow usage of Gift Cards

#### **Facility Dynamics**

Facility Dynamics is a user friendly, interactive map and grid based reservation system that is designed for enterprise use. Customers can apply for permits or reserve shelters at any facility within the parks department from one application. Designed with ease of use in mind, the system can process complicated reservations across multiple locations, dates and times, with the click of a button. Web



based, phone and onsite bookings allow for access to real time facility availability information, ensuring customer satisfaction through multi-channelled booking capabilities.

**Key Features Included:**

- Manage facility schedules for shelters, athletic fields, gyms, auditoriums, arenas and more, all from one module
- Use multi-facility MATRIX scheduler to easily schedule multiple facilities on differing days and times
- Track facility attendance and usage statistics across multiple sites, and group data by unit type, date range and customer demographics
- 24/7, 365 days per year reservation access via Web, allowing for unparalleled customer access
- Map based interface system including pop up images and detailed unit information
- Flexible unit types, shelters and rooms
- Create Mass Reservations and put Reservations on Hold
- Check In/Check Out customers for Reservations such as Camping
- Rate types, classification based and seasonal pricing
- Fine-grained booking and cancellation rules
- Search facilities by time, date and location
- Print rental agreements, deposits, waivers and confirmations

**Membership Dynamics**

Realizing the importance that you get the word out about your recreation facilities or programs based on the special interests of your customers, the client portion of Recreation Dynamics has been developed to enable you to easily identify any demographic you wish to target – youth, adult, families with children, senior citizens, groups and others. You can deliver customer-specific marketing to any audience. Plus, with the click of a mouse or tap of a keyboard, you can track every aspect of customer visitation or participation, individually or by market segment. This allows you to build an informative marketing database with demographic information that guarantees the effectiveness of your marketing and sales efforts. Streamlined to 4 steps Customer Dynamics Photo ID is a cost effective and timesaving tool for municipal and private use. Customer Dynamics Photo ID integrated to an automated reservation system will capture valuable customer demographics and could provide a recurrent source of revenue to your organization.

**Key Features Included:**

- Integrated Photo ID and Membership Card Functions

- Automatic USPS based address validation and normalization
- Create households to easily group customers and their relatives together for family marketing, or create Organizations and group together Employees
- Create email lists based on predefined criteria
- Create Customer Classifications to meet rate expectations for Seniors, Residents, etc.
- Promotion based marketing including promo codes and discounts
- Purchase/Renew/Hold & suspend Memberships
- Day Use Passes
- Unlimited membership types

**Point of Sale:**

**POS:** Recreation Dynamics' point of sale platform delivers a complete retail solution that includes Point of Sale (POS), inventory management, transaction and credit card processing, financial reporting, integration and management. Our Point of Sale system is PCI Compliant and offers a PA-DSS certified credit card authorization system. Ring up charges, fees, voids, refunds and apply discounts easily and quickly, ensuring customer satisfaction through fast, hassle free point of sale operations. Set up point of sale users with default or custom security levels, allowing administrative personnel to decide who has access to administrative or financial functions, tailored to the job position or by individual cashier.

**Key Features Included:**

- Quick Sale and setup keys
- Inventory Management
- Integrated with all modules
- Integrated with OPOS peripherals
- PA-DSS certified
- Gift Card and voucher capability
- Corporate and house accounts
- Multi tender
- Finance refund checks
- Void and return functions
- Reconciliation reports that match merchant processor reports
- Customizable POS Buttons

**Inventory Management:** Counting the physical inventory in your store and finding the discrepancies in your stock levels can be an arduous task. With US eDirect's inventory management solution, you can make this process easier and more efficient. You'll be able to spend less time on counts, or you can decide to count more often—allowing you to detect and respond to shrinkage and loss patterns sooner. Whether you record counted quantities manually or by using a handheld counting device (sometimes

called a portable data terminal), we can help reduce data-entry time, improve the accuracy of your information, and automate certain key phases

**Key Features Included:**

- Track inventory in real time
- Create procurement orders
- Manage vendors and recurring deliveries
- Assign parent-child product relationships for accurate inventory tracking of merchandise items
- View Inventory History
- Print Labels/Bar Codes
- Download price changes to various stores

**Ticketing and Entry**

Maximize revenue and utilization while streamlining the use and management of all your Venues – be those Museums, Zoos, Conference Centers or any other place your customers visit you – with one integrated, real-time system working seamlessly across the Call-center, the Web, Mobile devices, and for In-venue operation. Support the smallest zoo to the biggest museum, for individual visitors or group tours and events – you define all the unique ways you want your venue used and promoted and let the Recreation Dynamics solution do the rest. US eDirect's Activity Dynamics module allows tickets to be assigned for various customer Activities and creation of different customer classifications. Sell tickets easily and quickly.

**Key Features Included:**

- Define venue characteristics and various types of uses it can have for accurate search and ticketing or reservations. Create events and programs in your venues or simply manage them as a general purpose venue or both. Flexible, rule based system to easily define all the ways in which you want to use your venue.
- Simple and sophisticated search capabilities to let your customers find what they want to do and how to do it. Multi-channel, real-time reservations and/or ticketing via a call-center, online, mobile or on-site.
- On-site ticketing, call-me/find-me or home-printing ticketing with on-site bar-code validation and check-in
- Multiple payment options including credit card, gift cards, house accounts, checks, cash or alliance and marketing programs

- Easy to use and fast Point of sale system to manage your venue inventory and to sell whatever your venue wants from simple retail items to specialized goods and even services like guided tours
- Comprehensive, auditable financial system with in-depth, customized reporting and automated interfaces to your financial systems

### **Campground Reservations**

US eDirect's Camp Dynamics is an enterprise level management tool scalable to meet the needs of the largest multi-campground or multiple location operation. Reservations are updated in real time regardless of whether the reservation takes place on the web, through the call center or on site. The simple to use interactive graphic interface makes your customers booking experience a snap and your reservation processing quick and easy.

#### **Key Features Included:**

- Interactive map based reservation search
- Multi-facility Matrix scheduler
- Open site inventory as far in advance as desired
- Visibly differentiate campsite types
- Minimized sell time with fewer entry fields
- Campsite and vehicle due out listing for easy check outs
- Reservations integrated with POS application
- User database integrated with Photo ID/loyalty cards for seamless POS operation
- Interfaced to Web
- All reservations can be identified as Web, Call Center or manual entry.
- Automatically calculate correct fee based on camper class, site, amenities, day of week
- Unlimited classes (walk-in, Gold, Platinum etc.).
- Automatically charge reservation fees if applicable
- Process day passes or vehicle permits
- Credit card payment verified within seconds
- Centralized transactions run in real time from a central database

### **Business Intelligence Reporting**

More than just an ad-hoc reporting tool, Business Intelligence Dynamics is an Enterprise Data Warehousing tool that provides for detailed key performance indicator reporting across your entire database. It allows users to report on trends, performance, marketing demographics and more, through

a robust reporting tool that provides actionable data to drive key decisions across your organization. Business Intelligence Dynamics provides Administrators with access to customizable reporting capabilities, allows for the creation of reports on a diverse range of enterprise-level data that is created, saved, and stored in a multitude of formats and views. The BI tool, through data warehousing, provides access to the entire set of data without the need to directly access the production database. This means large reports that access millions of rows of data are not only generated quickly, but have no effect on production system processing or performance. The Enterprise Reporting Tool provides for automated scheduling of reports, which are transmitted through a variety of methods including email attachments. Data is refreshed a minimum of once a day into the BI warehouse, with greater frequency also available.

The strength of the Business Intelligence Dynamics reporting tool is its ability to provide users with access to all applicable system database tables- from reservations, POS items, customers, address information, pass usage, group reservation history, in a format where data can be combined, cross-referenced, and compared across numerous modules, business areas, and financial years. This allows for creation and customization of comparison reports, key performance indicator summaries, financial statistics for each business area, and countless other reports depending on business needs or a user's specific role. Business Intelligence Dynamics is far ahead of traditional Business Analysis tools because of the sheer volume and velocity of data it can quickly handle. The speed of data analysis is a key differentiator between Recreation Dynamics' Business Intelligence solution and all other offerings.

**Key Features Included:**

- Users can analyze gigabytes of data in seconds without waiting several minutes for reports to render
- Tabular & Visual displays such as maps and pie charts allow for easy interpretation of data
- Large amounts of data are stored and processed in seconds, allowing feedback of information to product workflow to view historic trends when making decisions on price, promotions & availability
- Easy to use and simple to master interface
- Create customized reports without the need for vendor Interference
- Export reports in Excel, XML, CSV and PDF Formats
- Automatically schedule Reports
- Consolidate reports of all financial activity from all locations on a single system

## Attachment B

### Implementation Schedule and Inclusions

The following implementation and training schedule is based on implementation cost summary. Additional time required by US eDirect to perform all tasks included below will be at the sole cost of US eDirect.

Additional tasks as requested by District may be charged only with prior written approval.

<b>Server and Hosting Environment Setup</b> <ul style="list-style-type: none"> <li>• Database setup in Amazon Web Services (AWS)</li> <li>• Application setup</li> </ul>	5
<b>Data Migration and Validation</b> <ul style="list-style-type: none"> <li>• Data migration meeting</li> <li>• Mapping exercises</li> <li>• Static and Dynamic data review</li> <li>• Static and Dynamic data import: <ul style="list-style-type: none"> <li>○ Facilities</li> <li>○ Departments, GLs, Taxes</li> <li>○ Retail Items</li> <li>○ Customers</li> <li>○ Future Reservations</li> </ul> </li> </ul>	8
<b>Software Configurations</b> <ul style="list-style-type: none"> <li>• Setup system configurations for business rules, user accounts, stores, registers, pricing, costs, web site, departments, general ledger codes and daily use reports</li> </ul>	12
<b>Sandbox Testing Assistance and Configurations</b> <ul style="list-style-type: none"> <li>• Manage requirements testing</li> <li>• Manage configuration changes</li> <li>• Manage feedback</li> </ul>	15
<b>Software Installation Assistance</b> <ul style="list-style-type: none"> <li>• Peripheral device installation (receipt printer, scanner)</li> <li>• PIN Pad device configuration and testing</li> </ul>	5
<b>User Acceptance Testing Assistance (UAT)</b> <ul style="list-style-type: none"> <li>• Create or modify acceptance test scenarios</li> <li>• Managing UAT feedback and perform final software configurations</li> </ul>	5

<b>Sandbox Training Sessions</b> <ul style="list-style-type: none"> <li>• Instructor led training of the Core team</li> <li>• Training by groups / scenario based</li> <li>• Training based on system requirements for “Power Users”</li> </ul>	5
<b>End User Train the Trainer Sessions (Webinar)</b> <ul style="list-style-type: none"> <li>• Manager and Cashier training</li> <li>• Training agenda creation</li> <li>• User Guides</li> </ul>	3
<b>Admin Training</b> <ul style="list-style-type: none"> <li>• System configurations, financials, business rule management, enterprise settings</li> </ul>	4
<b>Optional On-Site Training</b>	TBD

Attachment C  
Terminal Locations

<u>Regional Parks and Campgrounds</u>	POS Terminals	Tablet Terminals	Office Terminals	BI Reporting	Sta
Rancho Jurupa	2	Future - 2	1		
Gopher Hole	2		1		
Lake Skinner	2	Future - 2	3		
Idyllwild	2	Future - 1	1		
Hurkey Creek	1	Future - 1			
McCall (online only)	0				
Bogart (online only)	0				
Lake Cahuilla	2	Future - 2	1		
Mayflower	2	Future - 1	1		
Reservations Call Center	1		3		
Area Supervisors / Superintendents (Laptops)			3		
HQ / Management			11	3	4 Finance / Soft Analy
<b><u>Interpretive Sites and Rec Facilities</u></b>					
Interpretive Special Events		Future - 2			
Hidden Valley	1		1		
Idyllwild	1		1		
Louis Robidoux	1		1		
Santa Rosa Plateau	1		1		
Gilman Ranch	2				
Jensen Alvarado	1				
Boxing Club	1				
Sports Park	2				
Crestmore Manor / Weddings	2				
Area Supervisors / Superintendents (Laptops)			2		
<b><u>Water Parks</u></b>					
The Cove	12	4 - Future	3		
The Dropzone	12	4 - Future	4		Co
Area Supervisors / Superintendents (Laptops)			1		
<b><u>Community Centers</u></b>					
Mead Valley	2		2		
Lakeland Village	2		1		
Good Hope	1		0		
Idyllwild CC	1		0		
Eddie Dee Smith Senior Center	1		1		
Area Supervisors / Superintendents (Laptops)			1		
<b>Totals</b>	<b>57</b>	<b>0</b>	<b>44</b>	<b>3</b>	

Attachment C to Exhibit A - Scope of Work

Professional Service Agreement for Recreation Management Software as a Service  
US eDirect



## Attachment D - System Availability and Uptime

The system will provide uptime of 99.9% or greater. System availability is monitored by the NewRelic monitoring system.

### **Service Levels: Software Support/Help Desk:**

We will provide the County with post-implementation 24x7 Support services, available via either our toll free support line, or designated support email address- support@usedirect.com.

Support and Maintenance support window:

Live support for "System issues" available from 7:00AM – 11:00 PM (EST) Monday – Sunday

'After Hours' support for system down issues provided 24x7x365. After Hours support is voicemail based. Typical response time is 15-30 minutes.

Email: support@usedirect.com

Phone: 516-767-2431 or Toll Free 866.935.4653

The following steps outline our post-implementation support and maintenance response times and priority levels:

**"Level I Priority"** - A Deficiency condition exists where any Software Component becomes unavailable, jeopardizes the Agency's compliance with laws, affects the security or integrity of any of the Agency's data, or degrades the Agency's response time below the performance requirements. We expect that all Level I Priority Deficiencies are resolved within four (4) hours of the notification of Deficiency.

**"Level II Priority"** – A Deficiency condition exists and moderately disrupts the Agency's business operations or requires users to implement temporary Workaround processes for no more than one (1) Business week. We expect that all Level II Priority Deficiencies are resolved within seven days of the notification of Deficiency.

**"Level III Priority"** – A Deficiency condition exists that minimally disrupts the Agency's business operations, causes a noticeable degradation in the software's response time but does not degrade below the Agency's performance requirements. We expect that all Level III Priority Deficiencies are resolved within 30 calendar days of the notification of Deficiency.

**Service Credits:**

Service credits will be assessed on a monthly basis using the following standards:

<b>Standard</b>	<b>Performance Standard</b>	<b>Penalty</b>
Data Center, Website or POS software system downtime, affecting capability to access the system for operational purposes.	99.9% system availability	\$100 per hour for every hour of downtime over the standard.
Help Desk Response Time	Response to County within 30 minutes of initial support contact during operational hours	5% of Monthly Support Contacts Exceeding Standard: \$500  10% of Monthly Support Contacts Exceeding Standard: \$1,000  15% of Monthly Support Contacts Exceeding Standard: \$2,000
After Hours Help Desk Response Time	Response to County within 1 hour of initial support contact during after-hours	5% of Monthly Support Contacts Exceeding Standard: \$500  10% of Monthly Support Contacts Exceeding Standard: \$1,000  15% of Monthly Support Contacts Exceeding Standard: \$2,000

As the County is charged on an annual basis, service credits will be accumulated monthly, and credited to the subsequent annual licensing payment.

These penalties do not apply where force majeure or situations out of US eDirect's control affect performance.

## **Attachment E - Data Hosting and Business Continuity**

The primary production site for Riverside County will be the AWS Virginia location, with a secondary DR site also operating for backup/redundancy purposes. The backup site is located in the US West Region of AWS

The DR plan will use two approaches, "Warm Standby" and "High Availability System".

"Warm Standby" – the term warm standby is used to describe a DR scenario in which a mirrored version of a fully functional environment is always running in the cloud. US eDirect will use this method to provide redundancy for the SQL database servers. The primary production SQL Server will be replication in real-time using Double-Take Availability (Vision Solutions) to the warm standby server to an exact replica located in the DR site. Using this method will not only allow us to replicate the production data but also any backup and transactions logs contained on the production server. Double-Take Availability continuously captures byte-level changes and asynchronously replicates the changes in real time to the DR site. Double-Take Availability ensures you won't lose any data or suffer through downtime. In a disaster, the system can be reconfigured to use the warm standby server as the primary server to provide support for full production-load with no loss of data.

"High Availability System" – The application and public facing web servers will use this method. These servers do not store critical data nor do files change on a regular basis so remain mostly stateless. These web and application servers will be duplicated in both zones (Primary and DR) and always running. The application and web servers will be both load balanced in order to direct traffic.

Snapshots of the application and public facing web services will be created on a regular basis. Amazon EC2 storage will be used as the destination for snapshots which will be located in AWS. If a disaster scenario were to occur, EC2 instances would be created in the AWS DR location from the Snapshots.

### **Activation of Emergency Response Team**

When an incident occurs this plan must be activated by approved senior management at US eDirect. Senior management will decide the extent to which the DR/BC plan must be invoked.

Responsibilities of the team as it relates to this DR plan are to:

- Respond immediately to a potential disaster and call emergency services
- Assess the extent of the disaster and its impact on the business, data center etc.
- Decide which, if any, elements of the DR/BC Plan should be activated
- Contact Support per instructions below to "declare" a disaster and advise what DR servers need to be spun up
- Ensure all appropriate personnel are notified and allocate responsibilities and activities as required.

## **Business Office Disaster**

In general this plan includes the following:

- Development Infrastructure Backup and Disaster Management including processes of off-site storage, recovery and periodic testing
- Call Center and Support System Backup and Disaster Management including processes of off-site storage, recovery and periodic testing
- Accounting and Financial Systems Backup and Disaster Management including processes of off-site storage, recovery and periodic testing
- Seamless operational transition across US eDirect business officers
- Telephone and Data Network Recovery and Failover management including processes of off-site storage, recovery and periodic testing.

In each instance, we have outlined precise steps to be taken by all relevant team members to ensure the following:

- Escalation is expedited to the right contacts as real time as possible, requiring a LIVE contact
- Swift and appropriate action is taken
- Impact to operations/customer service is minimized/obverted
- Issue is resolved quickly and efficiently
- Incident is logged and distributed to the team for future learning/opportunities

The DR plan will be housed in a multi-sheet excel workbook. US eDirect manages this process and ensures all updates are distributed to relevant team members after any/all changes and updates

Exhibit B  
Cost Summary

**RivCoParks Recreation Management Software as a Service**

<b>Initial Setup Fees</b>			
<b>Implementation</b>	<b>Units (Days)</b>	<b>Unit Price</b>	<b>Extended</b>
Server and Hosting Environment Setup	5	\$1,200.00	\$6,000.00
Data Migration and Validation	8	\$1,200.00	\$9,600.00
Software Configurations	12	\$1,200.00	\$14,400.00
Sandbox Testing Assistance and Configurations	15	\$1,200.00	\$18,000.00
Software Installation Assistance	5	\$1,200.00	\$6,000.00
User Acceptance Testing Assistance	5	\$1,200.00	\$6,000.00
<b>Total Implementation</b>			<b>\$60,000.00</b>
<b>Training</b>	<b>Units (Days)</b>	<b>Unit Price</b>	<b>Extended</b>
Sandbox' Training Sessions	3	\$1,200.00	\$3,600.00
End User Train the Trainer Sessions (Webinar)	3	\$1,200.00	\$3,600.00
Admin Training	4	\$1,200.00	\$4,800.00
*Optional* On-Site Training (Price Inclusive of T&E)	1	\$3,000.00	\$3,000.00
<b>Total Training (Not Including Options)</b>			<b>\$12,000.00</b>
<b>Total Initial Setup Fees:</b>			<b>\$72,000.00</b>

<b>Annual Recurring Software as a Service Fees</b>			
<b>Annual Licensing, Hosting, Support, and Maintenance</b>			<b>Per Year</b>
<b>Base Annual Fee (Includes revenue through system up to \$5,250,000)</b>			<b>\$72,000</b>
<b>Included System Modules:</b>			
Point of Sale with Inventory Management			
Facility Reservations			
Activity Registrations			
Membership and Pass Management			
Ticketing and Entry			
Campground Reservations			
<b>Business Intelligence Reporting (3 licenses)</b>	3 @	\$1,500	\$4,500
<b>Percentage Based Fee for Revenue in Excess of \$5,250,000</b>	Total Revenue above base @	2.50%	
2016-17 Projected Revenue (\$5,800,000)	Above Base	\$550,000	\$13,750
2017-18 Potential Revenue (\$6,000,000)	Above Base	\$750,000	\$18,750
<b>Percentage Based Fee for Revenue in Excess of \$5,250,000</b>	Total Revenue above base @	1.50%	
2018-19 Potential Revenue (\$6,200,000)	Above Base	\$950,000	\$14,250
<b>Percentage Based Fee for Revenue in Excess of \$5,250,000</b>	Total Revenue above base @	1.50%	
2019-20 Potential Revenue (\$6,400,000)	Above Base	\$1,150,000	\$17,250
<b>Total Annual Costs</b>			
Year One Implementation			\$72,000
Year One SAAS Fees	\$90,250	Cap @ \$90,000 =	\$90,000
			<b>Max Total Year One = \$162,000</b>
Year Two SAAS Fees	\$95,250	Cap @ \$90,000 =	\$90,000
Year Three SAAS Fees (Estimated based on revenue projections)			\$90,750
Year Four SAAS Fees (Estimated based on revenue projections)			\$93,750
<b>Total</b>			<b>\$436,500</b>

Exhibit B  
Cost Summary

Payment Schedule		
Due on Contract Signing	40% of Initial Setup Fees	\$28,800
Due on Delivery of Sandbox Environment	30% of Initial Setup Fees	\$21,600
Due on Go Live of System	30% of Initial Setup Fees	\$21,600
Due on Go Live of System	First Year Annual Base SAAS Fees	\$72,000
Due annually an anniversary date of contract	Bases SAAS Fees	\$72,000
Due 45 days after receipt of invoice	Annual Percentage of Revenue Fees	Variable

Additional Services and Add Ons		
Custom Software Development	Per Hour	\$250.00
Additional Business Intelligence License	Per User/Per Year	\$1,500.00
Custom Business Intelligence Report Design	Per Hour	\$200.00
<b>Annual Limit for Additional Services and Add Ons</b>	<b>Yearly</b>	<b>\$25,000.00</b>

Services for TBD Locations and additional training added mid-contract		
	Unit	Cost
Data Migration	Per Day	\$1,200.00
Software Configurations	Per Day	\$1,200.00
Sandbox Testing Assistance and Configurations	Per Day	\$1,200.00
Software Installation Assistance	Per Day	\$1,200.00
User Acceptance Testing Assistance	Per Day	\$1,200.00
Sandbox' Training Sessions	Per Day	\$1,200.00
End User Train the Trainer Sessions (Webinar)	Per Day	\$1,200.00
Admin Training	Per Day	\$1,200.00
Optional On Site Training	Per Day	\$3,000.00
Annual Software As A Service Fees	Per Terminal	\$1,200.00
<b>Annual Cap For TBD Locations</b>		<b>\$25,000</b>

<b>Add Alt. 1 - Community Centers</b>			
<b>Initial Setup Fees</b>			
<b>Implementation</b>	<b>Units (Days)</b>	<b>Unit Price</b>	<b>Extended</b>
Server and Hosting Environment Setup	0	\$1,200.00	\$0.00
Data Migration and Validation	3	\$1,500.00	\$4,500.00
Software Configurations	3	\$1,500.00	\$4,500.00
Sandbox Testing Assistance and Configurations	3	\$1,500.00	\$4,500.00
Software Installation Assistance	3	\$1,500.00	\$4,500.00
User Acceptance Testing Assistance	4	\$1,500.00	\$6,000.00
<b>Total Implementation</b>			<b>\$24,000.00</b>
<b>Training</b>	<b>Units (Days)</b>	<b>Unit Price</b>	<b>Extended</b>
Sandbox Training Sessions	2	\$1,500.00	\$3,000.00
End User Train the Trainer Sessions (Webinar)	1	\$1,500.00	\$1,500.00
Admin Training	1	\$1,500.00	\$1,500.00
*Optional* On-Site Training (Price Inclusive of T&E)	1	\$3,000.00	\$3,000.00
<b>Total Training (Not Including Options)</b>			<b>\$6,000.00</b>
<b>Total Initial Setup Fees:</b>			<b>\$30,000.00</b>

<b>Annual Recurring Software as a Service Fees for Community Centers</b>			
<b>Annual Licensing, Hosting, Support, and Maintenance</b>			
	<b>Unit Cost</b>	<b>Terminals</b>	<b>Per Year</b>
Per Terminal/Year	1200	12	\$14,400.00

<b>Add Alt. 2 - Water Parks</b>			
<b>Initial Setup Fees</b>			
<b>Implementation</b>	<b>Units (Days)</b>	<b>Unit Price</b>	<b>Extended</b>
Server and Hosting Environment Setup	0	\$1,200.00	\$0.00
Data Migration and Validation	3	\$1,200.00	\$3,600.00
Software Configurations	3	\$1,200.00	\$3,600.00
Sandbox Testing Assistance and Configurations	3	\$1,200.00	\$3,600.00
Software Installation Assistance	3	\$1,200.00	\$3,600.00
User Acceptance Testing Assistance	4	\$1,200.00	\$4,800.00
<b>Total Implementation</b>			<b>\$19,200.00</b>
<b>Training</b>	<b>Units (Days)</b>	<b>Unit Price</b>	<b>Extended</b>
Sandbox Training Sessions	2	\$1,200.00	\$2,400.00
End User Train the Trainer Sessions (Webinar)	1	\$1,200.00	\$1,200.00
Admin Training	1	\$1,200.00	\$1,200.00
*Optional* On-Site Training (Price Inclusive of T&E)	1	\$3,000.00	\$3,000.00
<b>Total Training (Not Including Options)</b>			<b>\$4,800.00</b>
<b>Total Initial Setup Fees:</b>			<b>\$24,000.00</b>

<b>Annual Recurring Software as a Service Fees for Water Parks</b>			
<b>Annual Licensing, Hosting, Support, and Maintenance</b>			<b>Per Year</b>
<b>Percentage Based Fee for Water Park Revenue</b>	Water Park Revenue @	2.50%	
2016-17 Projected Revenue Water Parks \$3,400,000		\$3,400,000	\$85,000
2017-18 Potential Revenue Water Parks \$3,550,000		\$3,500,000	\$87,500
<b>Percentage Based Fee for Water Park Revenue</b>	Water Park Revenue @	1.50%	
2018-19 Potential Revenue Water Parks \$3,700,000		\$3,700,000	\$55,500
<b>Percentage Based Fee for Water Park Revenue</b>	Water Park Revenue @	1.50%	
2019-20 Potential Revenue Water Parks \$3,850,000		\$3,850,000	\$57,750