



Agenda Report

File #: 19-0769

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 09/18/2019

TO: Honorable Mayor and City Council Members

FROM: Library and Recreation Services Department

SUBJECT:

City Council consideration of CivicRec Software Implementation and Licensing Agreement and General Fund Appropriation in the amount of \$55,000 for Implementation.

RECOMMENDED ACTION:

That the City Council:

1. Approve Professional Services Agreement with CivicPlus, LLC, of Manhattan, Kansas, for the use of CivicRec Recreation Management Software for an initial use period September 18, 2019 through June 30, 2021 to include a one-time software licensing fees and program implementation in an amount not to exceed \$55,000.
2. Authorize the City Manager, or his designee, or the Library and Recreation Services Director to execute the initial two-year agreement with CivicPlus, LLC, of Manhattan, Kansas, for CivicRec Recreation Services Management Software and authorize the City Manager or the Library and Recreation Services Director, with City Council approval, to exercise two 2-year renewals on a fiscal year basis as provided by Corona Municipal Code (CMC) 3.08.070(i).
3. Authorize the Purchasing Manager to issue a purchase order to CivicPlus, LLC for implementation of CivicRec software license in an amount not to exceed \$55,000 for the initial use period September 18, 2019 through June 30, 2021 and approve necessary change orders or amendments up to the amount provided by CMC 3.08.070(i).
4. Authorize a one-time appropriation of \$55,000 from the General Fund to the Library and Recreation Services Department for purchase and implementation of recreation management software.

ANALYSIS:

The City has been under contract with The ACTIVE Network (TAN) for recreation services management software since 2012. The software is the primary tool of Library and Recreation Services for activity registration, facility reservation, field allocation, analytics, and patron account management. The software also incorporates several online self-services including activity registration, access to facility use permits, and instructor rosters.

The department has experienced recent software challenges with The Active Network, most notably their inability to pass through third-party transaction fees to users. These are anticipated to cost the City \$35,000 this fiscal year. After several months of trouble shooting the transactional issues, TAN has still not provided a solution.

Additional challenges include a lack of product support, a confusing fee model, system errors, lack of communication, and an online interface that is difficult to use. TAN has not provided permanent solutions to address these issues despite repeated requests. These performance shortfalls have led the City to seek competitive bids for similar recreation management software solutions with a sustainable web-based platform, no operational overhead costs to the City, the ability to meet customer service needs, and a user-friendly interface that works for both staff and the community.

The existing contract with TAN allows the City the right to terminate services with adequate notice. The City served them with a notice of separation effective March 1, 2020 if they were unable to resolve the major software performance issues identified. With no solutions presented since the time of the notice, the Purchasing Department was directed to conduct a formal competitive bidding process for new recreational software.

In order to select a vendor that best serves the City's needs, the Purchasing Division conducted the competitive process by means of an Request For Proposal, as allowed by CMC Section 3.08.060(H). Staff believes that the RFP conducted for these services is in the best interest of the City because of the importance of delivering excellent service to the general public through a high-performing recreation software platform. Specifically, an RFP allows staff to evaluate potential consultants on criteria other than their bid amount, such as experience, technical competence, product and service performance with similar municipal agencies, and cost competitiveness.

The City of Corona Purchasing Division solicited proposals from qualified consultants to provide a software platform that offered activity and facility registration, instructor and volunteer management, and point of sale and payment processing functionalities.

On April 8, 2019, the City issued RFP 19-025WY, titled "Recreation Services Management Software". The City solicited seventeen (17) contractors known to provide such services resulting in five (5) consultants submitting proposals by the submission date of April 25, 2019. These were reviewed by a panel of City staff from multiple departments.

The bidder evaluation was composed of two phases, Phase 1 "Proposal Evaluation" and Phase 2 "Presentation Evaluation". The evaluation of the proposals was based on four criteria: 1. Qualifications of Firm; 2. Qualifications and Experience of Personnel; 3. Completeness and Timeliness of Response; 4. Competitive Cost and Price.

The vendor presentations, before a panel of City Staff, were conducted on June 4th, 2019 and were

evaluated on ten scenario-based criteria: Internal System Interface; Customer Interface; Activity Registration; Customer Management; Financial; Administrative Functions; Facility Booking and Reservations; Membership Tools; League Management; and Data Reports.

CivicPlus, LLC scored highest in both phases of the evaluation process. The proposal evaluation scoring resulted with CivicPlus, LLC receiving the highest scores for their Personnel Qualifications and the strength, stability, and overall Firm Experience. The Presentation scoring resulted in CivicPlus, LLC receiving highest scores for their Internal System Interface, League Management, and Facility Booking and Reservation.

The summary of proposal scoring and presentation evaluation rankings are presented below:

Phase 1 "Proposal Evaluation"

CONSULTANT	TOTAL SCORE - 100 Pts	RANK
CivicPlus, LLC	825	1
ACTIVE Network LLC	680	2
US eDirect	680	2
Vermont Systems, Inc	640	3
RecDesk Software LLC	Nonresponsive	Nonresponsive

Phase 2 "Presentation Evaluation"

CONSULTANT	TOTAL SCORE - 100 Pts (Cumulative)	RANK
CivicPlus, LLC	1703	1
ACTIVE Network LLC	1533	2
US eDirect	1332	3

CivicRec Software is able to provide all of the same functionality as The ACTIVE Network including Activity Registration, Citizen Dashboard, Event Ticketing, Facility Reservations, Financial Tools & Accounting, Hardware Compatibility, IT Support, Sports League Management, Marketing and Brochure Export, Membership Management, Mobile Friendly Interface, Payment Card Industry (PCI) Data Security Standard Compliance for credit card transactions, Point of Sale system, Proven Competence, Reporting, Data Security, Training, and Volunteer Tracking. Given their capabilities and fee model, CivicRec was unanimously recommended to serve as Corona's Registration and Reservation Software provider. Additionally, their overall costs are highly competitive.

With the approval of the Professional Services Agreement, staff will begin working with CivicPlus LLC on software training and implementation timeline. It is the intent of the department to have the CivicRec Software go live to the community on March 1, 2020, with the sunset of the existing contract with The Active Network.

COMMITTEE ACTION:

This item was reviewed by the Public Services Committee on August 4, 2019 and the Parks and

Recreation Commission on August 14, 2019. Both affirmed the need for a new software vendor and the selection of CivicRec as the best available option.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Implementation of CivicRec requires one-time, onsite configuration and implementation costs of up to \$55,000. This includes \$21,325 the initial product licensing, database creation, staff training, and technical assistance to ensure a successful implementation; \$2,661 for miscellaneous associated hardware costs such as credit card swipers, signature pads, and other technology; and an estimated \$31,014 in first and second year transaction fees, which will be offset by revenue.

Beyond the first year, no additional fees would be incurred by the City as CivicRec is subsequently paid as a result of third-party transaction fees for both software use (Transaction Fees) and credit card processing (Merchant Fees). For Corona, this currently averages \$71,000 a year from thousands of individual transactions.

With the proposed migration to CivicRec, it is estimated that software implementation costs will be fully recovered by Fiscal Year 2021-22 when compared to current losses in transaction fees. Based on the functionality of CivicRec, a simplified convenience fee of 3% can be applied to ensure that all overhead costs (transaction and merchant fees) are recovered by fiscal year end in accordance with the Citywide Master Fee Recovery Schedule.

GENERAL FUND	
Budget Workshop May 23, 2019 - Estimated Revenue Over Expenditures	\$ 152,247
Previously approved/revised budget adjustments (net) *	<u>276,573</u>
Current Revenue Over Expenditures	428,820
Appropriation - CivicRec	(55,000)
Revised Estimated Revenue Over Expenditures	\$ 373,820
Estimated Budget Balancing Measures Reserve - 06/30/19	26,124,592
Estimated FY 2019-20 Change in Budget Balancing Measures Reserve	<u>373,820</u>
Estimated Budget Balancing Measures Reserve - 06/30/20	\$ 26,498,412

** Approved through Council Action or other operational process.*

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

PREPARED BY: JASON LASS, RECREATION SERVICES MANAGER

REVIEWED BY: DAVID MONTGOMERY-SCOTT, LIBRARY AND RECREATION SERVICES

DIRECTOR

REVIEWED BY: CITA LONGSWORTH, PURCHASING MANAGER

REVIEWED BY: KIM SITTON, FINANCE MANAGER III

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES
DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. CivicPlus Proposal
2. RFP Evaluations
3. CivicPlus Professional Services Agreement

CIVICREC®



Corona, California

RFP No. 19-025WY

Recreation Services Management Software

Presented by | Will Spicer, Enterprise Sales Manager

CIVICPLUS®
THE Integrated Technology Platform for Local Government



Table of Contents

1	Letter of Transmittal
3	Qualifications, Related Experience, & References
14	Proposed Staff & Project Organization
17	Exceptions/Deviations
22	Fee Proposal & Price Form
31	Appendices
43	Required Forms
55	Functionality Requirements



Letter of Transmittal

April 25, 2019



Carol Appelt
Purchasing Specialist IV
City of Corona, California

Re: Recreation Services Management Software | RFP No. 19-025WY

Dear Ms. Appelt and City of Corona Selection Committee:

Our mission at CivicPlus, LLC ("CivicPlus") is to help local government work better. Local governments are continually being asked to do more with less. Technology can be the solution, but complicated applications can cause more issues than they solve. The CivicRec Recreation Management System (RMS) is both comprehensive and convenient to encourage citizen engagement in your park facilities and recreation activities. The CivicRec RMS will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- Unlimited user licenses and access to all CivicRec modules
- Ongoing software updates
- 24/7/365 support with secure hosting

With the CivicRec RMS, your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your citizens.

Required Information

Consultant:	CivicPlus, LLC 302 South 4th Street, Suite 500 Manhattan, Kansas 66502 888-228-2233
Subconsultants:	CivicPlus will not be utilizing subcontractor services in the development and implementation of the City's project.
Addenda:	We acknowledge the receipt of one Addendum dated April 17, 2019 in regard to this RFP.
Contact:	Will Spicer, Enterprise Sales Manager 302 S. 4th Street, Suite 500 Manhattan, KS 66502 785-222-4862 spicer@civicplus.com
Pricing Validity:	This proposal and the pricing presented shall remain valid for 90 days from April 25, 2019.
Negative History:	There is no negative history to disclose.

A Corona Parks and Recreation Department and CivicPlus partnership will save you time and money with a solution for your community to find what they need, when they need it.

Sincerely,

Will Spicer
Enterprise Sales Manager
spicer@civicplus.com

Jeff Logan
Vice President of Sales, CivicPlus, LLC
Authorized to Bind



Qualifications, Related Experience, & References

CivicPlus, LLC (Subsidiary of PATTI Corporation)

25+

years of experience
with a focus to help
local governments

325+

employees, many with
experience in local
government

3

offices to serve our clients
Manhattan, KS
Boxborough, MA
Dunwoody, GA



[8-time Inc. 5000 Honoree](#)



www.govtech.com/100

CivicPlus began in 1994 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.

CivicPlus is the integrated technology platform for local government, delivering superior local government web technology, including parks & recreation management functionality, website design & content management, human resources efficiency, mass notification communication tools, and agenda/meeting management solutions.

CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments. CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported.

Company & Contact Information

Contact Information

Will Spicer
Enterprise Sales Manager
785-222-4862
spicer@civicplus.com

Company Website

www.CivicPlus.com

Primary Office

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951

Legal Name

CivicPlus, LLC

Legal Information

Converted in State of Kansas,
January 2019
f/k/a CivicPlus, Inc. Incorporated
State of Kansas, June 1998

Financial Condition

As a private company, releasing financial information in an open RFP process, which could be obtained by our competitors, would be detrimental to our firm. We will be more than happy to discuss the need for and provide additional financial documents at the appropriate time in the process with the condition that any and all information shared would remain confidential between the City of Corona and CivicPlus. With that being said, we have included a letter from our bank stating our good financial standing in response to this RFP requirement.



March 6, 2019

CivicPlus, LLC
302 S. 4th Street, Suite 500
Manhattan, KS 66502

RE: CivicPlus, LLC

To Whom It May Concern:

KS StateBank of Manhattan is pleased to provide this Bank Letter of Recommendation for our valued customer; CivicPlus, LLC. In addition to deposit accounts, we currently extend credit facilities to CivicPlus, LLC aggregating in the low eight figure proportions. All deposit and credit facilities have been handled in a very satisfactory manner.

The company's reported financial position is sound and supportive of current and future credit extensions. We enjoy a strong working relationship with CivicPlus, LLC and are pleased to call them a valued customer.

If you have any questions or require additional information, with CivicPlus, LLC approval, please do not hesitate to contact us.

Sincerely,

Lowell L. Kohlmeier
Executive Vice President

LLK/mlr

Impeding Conditions

CivicPlus does not have any conditions, including bankruptcy potential, pending litigation, planned office closures, or impending mergers that would impede our ability to deliver a successful recreation management system for the City of Corona.

Sub-Consultants

CivicPlus will not be utilizing any sub-consultant services on your project.

Licensing and Certifications

3086922

State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify that on the 8th day of February, 2008, **ICON ENTERPRISES, INC. DOING BUSINESS IN CALIFORNIA AS CMCPLUS**, a corporation organized and existing under the laws of ~~Kansas~~, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of February 15, 2008.



Debra Bowen

DEBRA BOWEN
Secretary of State

3086922



State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 16 2008

DEBRA BOWEN
Secretary of State

Firm's Experience

We have included a small sampling of client stories to highlight our experience and the benefits our clients receive from adding CivicRec to their web environments. Please note that not all of these clients have agreed to be contacted as references. We have included client references, per your RFP, following our Firm Experience section.

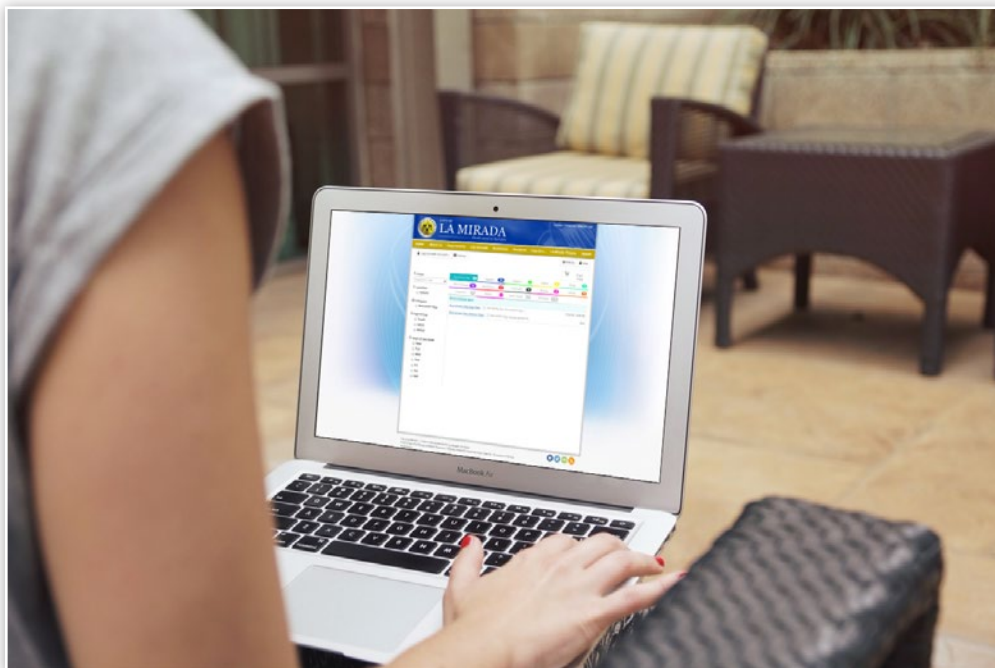
La Mirada Community Services, CA

La Mirada Community Services, California

Client since January 2016

www.cityoflamirada.org/departments/community-services

La Mirada is high-volume customer that had an accelerated timeline for getting started. La Mirada utilizes all modules within the CivicRec Recreation Management product suite including but not limited to: Registration, Facilities, Memberships, Point of Sale, Ticketing, Permitting, and Food Service. CivicRec has also made several client-specific enhancements for La Mirada to better serve their regional aquatic center and water park (Splash!).



Kirkland, WA

Before CivicRec

In the last ten years, the City of Kirkland has annexed, doubling in size from a community of 40,000 to 80,000. As the City's Parks & Community Services Department doubled the scope of its service offering, the size of its staff has remained the same.

Prior to transitioning to CivicRec, the City of Kirkland Parks & Community Services Department utilized a parks and rec software that was scheduled to be sunsetted. The software company was encouraging users of the software to make the transition to their new platform. During this time of anticipated phase out, the software company offered little customer support for the software that was to be terminated and instead focused on encouraging the purchase of the latest software.

The Launch

Since the City of Kirkland manages community activities year-round, it was faced with converting to a new software system, and launching it while actively managing ongoing classes and registrations. The Parks & Community Services Department decided to implement an initial soft launch, followed by a full-scale hard launch as part of its strategic, phased approach to the software transition.

The soft launch occurred on March 1, 2017 and included citizen registrations for picnic shelters and community classes. The large-scale launch came on March 16 when the City of Kirkland opened the CivicRec software to its full slate of spring activities and classes. According to Murphy, the results exceeded their expectations.

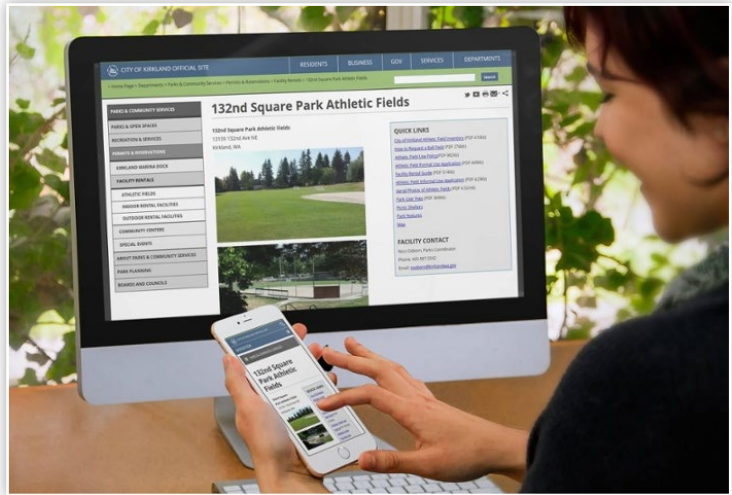
"On March 16 we had 3,746 enrollments, which was a 32 percent increase from the previous year." Murphy and Davis credit both their increased promotion of the new registration system, and the ease of account creation that CivicRec offers for the substantial increase. With CivicRec, citizens of the City of Kirkland are now able to register and remit payment for community classes and other activities in a single, streamlined transaction.

"CivicRec provides citizens with immediate access to their pin and password when they create an account," explained Murphy. "In our old system, citizens had to wait 24 hours while we manually issued their login credentials. We believe that aspect of our previous system caused us to lose many impulse purchasers. Citizens would see a class or activity and get excited about the idea of participating, but in the time it took us to issue their pin and password so they could register, many would lose interest and never end up registering at all."

After CivicRec

Valuable Citizen Features

Murphy and Davis believe that a key feature of CivicRec for its citizens is the picnic shelter registration tool. Now, citizens can self-manage this request and simply go online to rent a picnic shelter, rather than calling in to the administrative team. The Parks & Community Services Department has plans to further leverage the CivicRec system in the future by opening functionality that will allow citizens to rent more complex indoor facilities. As part of their future expansion plans, the Parks & Community Services Department also plans to implement a feature that will allow citizens to sign-up for community volunteer programs.



Valuable Administrative Features

According to Davis, CivicRec's ability to integrate with the City of Kirkland's financial system has been particularly valuable.

"Our previous parks and rec software never spoke to our finance department's financial system," said Davis. "The two never linked up, which created a huge challenge for our finance department as they had to manually put money into GL codes and manually balance accounts in the mornings and evenings. While finance was doing their adjustments, citizens weren't able to utilize the system, which limited the times of the day that they could register for activities. With CivicRec, our finance team no longer has to do such manual work and our citizens can register for activities any time of the day or night, which is ideal for those facilities with evening hours."

CivicRec has also allowed the City of Kirkland to streamline a significant portion of its waiver documentation.

According to Davis, "One of the coolest things is the ability for citizens to sign our 'hold harmless' agreement while registering online. It appears on the instructors' rosters so they can confirm they have all the waivers on day one."

The City of Kirkland also values the enhanced support they have received from the CivicRec service team.

"I've felt great about the CivicRec support team," said Davis. "I do have quite a few questions daily and they are quick to get back to me. The last few years with our previous vendor, the hold times were long and assistance was minimal because they wanted to transfer clients to their new system."



Weatherford, TX

Before CivicRec

The City of Weatherford's Parks, Recreation, and Special Events Department is responsible for adult athletic leagues, special events and activities, the scheduling of rentals associated with three community buildings, six park pavilions, and five ballfields, and maintenance of 500 acres of parkland, including the City's 13 parks. With so many available resources, the Department needed a software solution that could accommodate not only the scale of its operations, but the current trend toward mobile technology and the community's steady population growth.

According to Grant Taylor, City of Weatherford Recreation Manager, before transitioning to CivicRec, the City utilized a recreation management software that failed to meet its needs based on the structure of its module feature integrations.

"All feature modules were priced separately," said Taylor. "To add any additional functionality, we would have to pay to implement each separate module, and it just became cost prohibitive."

One essential element of the system's functionality that the City did not have access to was the module that would allow citizens to self-register for activities. "It wasn't affordable," said Taylor, "So we were accepting paper registrations and then entering them into the system ourselves."

Implementing a Single, Feature-Rich Solution

When the Weatherford Parks, Recreation, and Special Events Department simply wanted to integrate a map feature into its previous software, and it realized the pricing was again prohibitive, Taylor and his team knew it was time for an affordable solution that could better scale to fit the City's needs.

Unlike its previous parks and rec software system, with CivicRec the City of Weatherford didn't have to pick and choose features and functionality based on its budget. CivicRec offered a comprehensive, end-to-end parks and recreation activity and registration management solution that integrated with the City's existing financial platform.

"We got to customize the software," said Taylor. "That ended up being one of the best things about the implementation process. A trainer from CivicRec helped us set it up, but we got to customize it, so we got to manipulate the program to ensure it could accommodate our processes and what we needed the system to do for us."

After CivicRec

Now that The City of Weatherford has access to a fully-functional parks and rec management solution, Taylor and his team have greater access to more convenient administrative functionality. Also, citizens can finally self-register for leagues, events, and activities online, which has dramatically reduced the City's need to accept, enter, and file paper registration forms. For a community that previously was unable to offer online registrations, 33 percent of the City's parks and rec program participants are now registering online.

"The online registration system has been especially valuable for parents looking to register their kids," said Taylor.

Thanks to the implementation of the CivicRec parks and recreation management solution, the City of Weatherford's Parks, Recreation, and Special Events Department is now efficiently able to manage community events and registrations, and it's even reducing its carbon footprint.

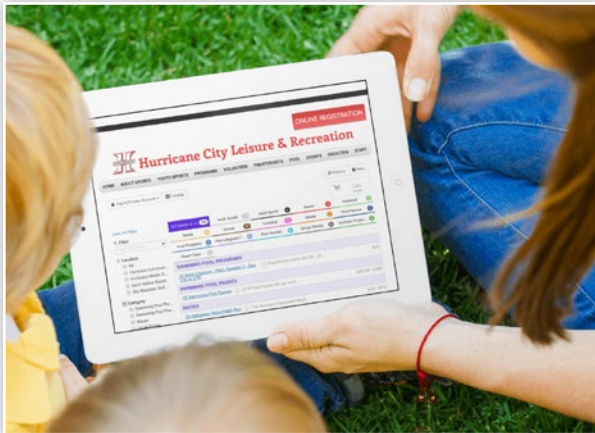


"It's been over a year since we've implemented CivicRec and the system has helped us to streamline and improve many of our internal processes," said Taylor. "With the previous system, since so many elements were not integrated, we had to keep lots of manual notes, like whether or not someone had submitted payment. CivicRec keeps track of it all. No more paper applications and checks. Our office is almost entirely paperless now."

Client Testimonials

We got to customize the software. That ended up being one of the best things about the implementation process. A trainer from CivicRec helped us set it up, but we got to customize it, so we got to manipulate the program to ensure it could accommodate our processes and what we needed the system to do for us.

Grant Taylor, Recreation Manager
Weatherford, Texas



The City's online registration offering has made a huge difference. It makes everything easier. It has helped to improve the program as a whole. Participation is up, which means revenue is up, which means the city can invest in better, nicer facilities and fields. In the end, it has been good for everyone.

Wil DuCrest, Citizen
Hurricane City, Utah

CivicRec really is self-explanatory. That's what we like about it. It's not written in computer jargon, and the buttons are clearly labeled to indicate what they do. Our staff has quickly been able to learn how to utilize its functionality.

Jon Woodsby, Assistant Parks and Recreation Director
Spartanburg County, South Carolina



Proposed Staff & Project Organization

Proposed Project Staff

From project management to design and development to training and support, a dedicated project team will assist you throughout the development process to ensure your project's success and your complete satisfaction. To help ensure our clients receive a smooth and consistent implementation, CivicPlus does not assign specific project team members until the beginning of your project. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project development and beyond.



Jonathan Wiersma – Director of Product Strategy

Jonathan leads our parks and recreation solutions division with responsibility for product strategy, marketing and sales, implementation, and client support. His team will ensure the CivicRec products and professional services come together to help your people work better.

Education
BS Business Administration
International Business
Finance

Resume
Senior Product Manager
Software

15+ Years of Experience
Research & Development
Client Implementation
Team Building
Sales & Marketing



Amanda Wright – Manager of Implementation Teams

Amanda leads our Implementation Teams for CivicRec and CivicReady. From the initiation of your project through launch day, her team will guide you through the production phases of building your software to match the needs of your community.

Education
BS Hospitality Management
Minor Business Administration
Minor Leadership Studies

Resume
Project Manager
Brand Director
Event Coordinator

8+ Years of Experience
Large-scale Project Planning
Project Management Curriculum
Leadership



Constance Cooke – Director of Technical Support

Constance Cooke manages the technical support team for all CivicPlus products. Upon launch of your new CivicPlus website, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team.

Education
BA English, Communication

Resume
Technical Support Specialist
Documentation and
Communications Manager

5+ Years of Experience
Technical Support
Business Management
Team Building
Customer Service



Jim Flynn – Director of Information Security and Infrastructure

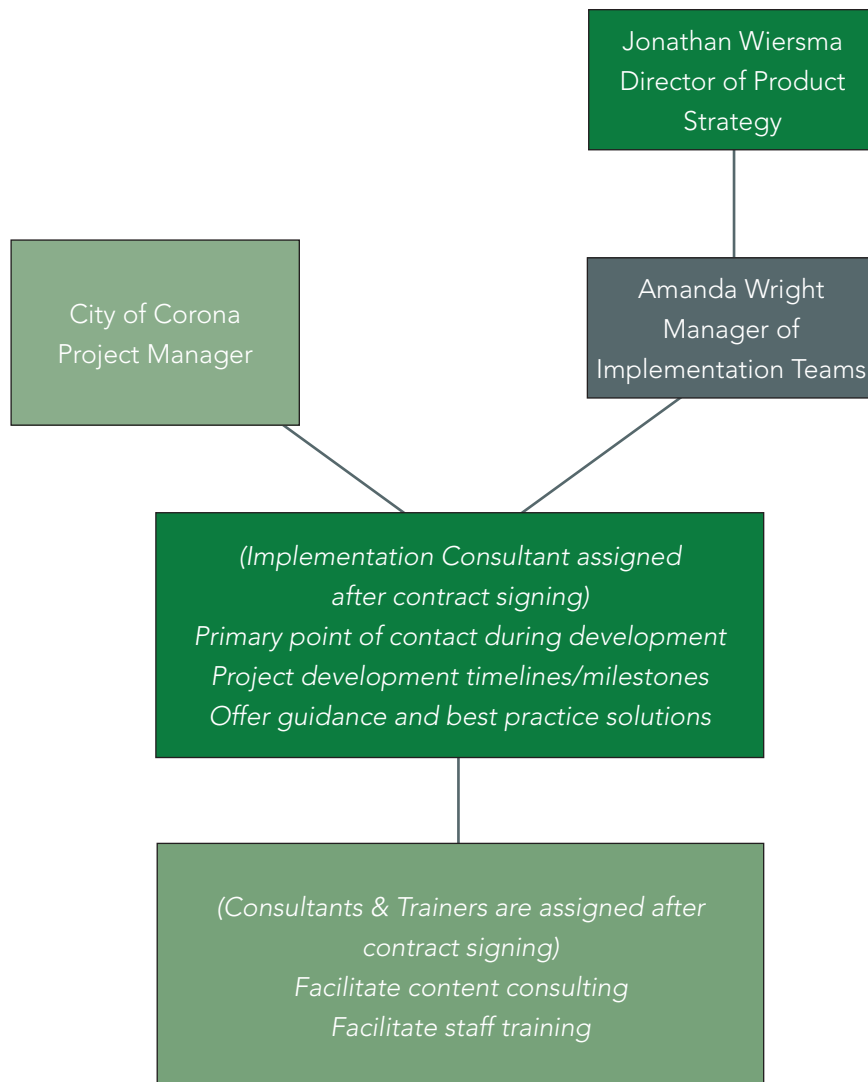
Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Education
BA Computer Information
Systems

Resume
Chief Systems Architect
Information Technology Director
Software Engineer

18+ Years of Experience
Cybersecurity
Network Infrastructure
System and Software Architecture

Project Organization Chart



Key Team Availability/Adequacy

Your dedicated key team members will work with you throughout the implementation and development of the new system. While vacations, sickness, or unplanned absences may occur, your Implementation Consultant will communicate these situations as soon as possible. Should such a circumstance arise, a new staff member will be assigned to your project and swift communication will be made with the City of Corona to apprise you of the situation and any team adjustments needed to maintain continuity on the project. No changes will occur to your original project timeline.

Your project team will have developed and implemented countless CivicRec systems for our clients and brings extensive talent, skill and professionalism to each project. This is another reason why we don't assign project team members until your project is ready to start. We want to make sure that your labor resources are not only skilled but also available for the duration of your implementation.



Exceptions/Deviations

Sample Agreement Exceptions

As we all know, a successful project begins with a contract that meets the needs of both parties. Whether your contract or ours, CivicPlus reserves the right to negotiate terms and conditions included in any final contract.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, **including a City Business License**, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

CivicPlus Exception: A license will be procured if selected for the project.

~~3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.~~

CivicPlus Exception: This article will need to be excepted from the agreement.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. ~~Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.~~

CivicPlus Exception: This portion of the article will need to be excepted. CivicPlus would not be under the jurisdiction of the City of Corona in the completion of this project.

3.2.10.3 ~~Professional~~ Liability.

CivicPlus Exception: Change Professional to Cyber

2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute ~~discretion, to~~ modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

CivicPlus Exception: Change the red verbiage to: "...discretion, subject to the acceptance of Consultant, to..."

3.3.2 Payment of Compensation. ~~Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant.~~

CivicPlus Exception: Change the red-lined verbiage to:

- 50% of your Total Investment – Year 1 fees will be due at contract signing and the remaining 50% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier.
- Annual Services – The annual fee for your first year is included with your Total Investment – Year 1 fees. Subsequent annual invoicing occurs on the anniversary of the contract signing date.

3.3.5 Prevailing Wages. ~~Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB-854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's [***INSERT TITLE***]. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.~~

CivicPlus Exception: CivicPlus is not under the jurisdiction of the California Labor Code and therefore cannot agree to the red-lined portion of this term being included in a final contract.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least ~~seven (7) days~~ before the effective date of such termination.

CivicPlus Exception: Change the red-lined verbiage to: "...at least 60 days before..."

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished ~~Documents and Data~~ and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

CivicPlus Exception: All instances of "Documents and Data" shall be changed to "Customer Content".

~~3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.~~

CivicPlus Exception: Exception the entire paragraph and replace with: Client will own and be responsible for all Client Data. Client has full access to Client Data and may scrub at any time and retrieve any Client Data. Unnecessary to make it required of CivicPlus to obtain and deliver any Client Data. Client will own the Client Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement). In no event will Client own any Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client license is subject to the following limitations: Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any

CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. CivicPlus will retain title to all intellectual property, trade secrets, ideas and concepts, know-how, methods, techniques, templates and computer software conceived, developed or reduces to practice by CivicPlus prior to, independent of or during this Agreement and Client will have no ownership interest therein. Provided Client complies with the terms and conditions of this Section 3.4 and the relevant SOW, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

3.5.2 Subconsultants. ~~Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.~~

CivicPlus Exception: Remove this paragraph, it is not applicable. No sub-consultants will be used in the creation of Data and Documents. All IP licenses are provided in the prior section.

3.5.3 Right to Use. ...Consultant shall be responsible and liable for its ~~Documents & Data~~, pursuant to the terms of this Agreement, only with respect to the condition of the ~~Documents & Data~~ at the time they are provided to the City upon completion, ~~suspension, abandonment or termination~~.

CivicPlus Exception: Change "suspension, abandonment or termination" to ..."provided to the City upon completion of the project at time of launch."

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and ~~all claims~~, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors,

CivicPlus Exception: change the red-lined Verbiage to "all third party claims"

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

CivicPlus Exception: add following verbiage at end of section: "...Agreement notwithstanding the foregoing, CivicPlus will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of Client."



Fee Proposal & Price Form

SECTION VI.

PRICE FORM

REQUEST FOR PROPOSALS: **RFP No. 19-025WY**

DESCRIPTION OF WORK: **Recreation Services Management Software**

CONSULTANT'S NAME/ADDRESS:

CivicPlus, LLC

302 S. 4th Street, Suite 500

Manhattan, KS 66502

NAME/TELEPHONE NO. OF
AUTHORIZED REPRESENTATIVE

Will Spicer, Enterprise Sales Manager

785-222-4862

Please provide the Annual Firm Fixed Price and any other incidental or additional costs required in the spaces provided below to complete the Scope of Work requirements. Annual Firm Fixed Price must include the costs of all administration and overhead, project site visits, pre-production costs, telephone usage, mailings, mileage, and other administrative costs.

NOTE: Price proposals submitted on forms other than those provided herein may cause rejection of the proposal as non-responsive.

City of Corona

Recreation Services Management Software

SOFTWARE		
	ANNUAL FIRM FIXED PRICE	ASSUMPTIONS/COMMENTS
Modules/Functional Areas	\$ included	Custom IdP Integration sign-on functionality is also
Activity Registration	\$ included	included as project enhancement for your project
Customer Management	\$ included	
Facility Availability and Reservations	\$ included	
Membership Management	\$ included	
Sports Leagues	\$ included	
Instructor Management	\$ included	
Volunteer Management	\$ included	
Marketing and Outreach	\$ included	
Payments and Refunds	\$ included	
Transaction Fee %	TBD	If utilizing an approved Merchant
Merchant Fee %	TBD	-Account, rates are dependent on contract-
Revenue Share Fee %	n/a %	with 3rd party. If CP Pay is selected as
Flat Rate Fees	\$ included	Merchant Account, the costs will be
Point of Sale	\$ included	finalized at a later stage of the process.
Reporting	\$ included	Currently, CP Pay transaction fees are
		3% + \$.30/transaction.
Taxes		\$ TBD if City is not exempt
Subtotal Software		\$ Included with Implementation priced on following page.

IMPLEMENTATION

	ANNUAL FIRM FIXED PRICE	ASSUMPTIONS/COMMENTS
Implementation	\$ <u>included</u>	
Report Development	\$ <u>included</u>	
Optimization Training	\$ <u>included</u>	
Integration	\$ <u>included</u>	
Travel	\$ <u>included</u>	
Other	\$ <u>included</u>	
Taxes		\$ TBD if applicable
Subtotal Software	Total Year 1 Investment (includes First Year Annual Fee)	\$ \$36,832 (excluding any applicable taxes)

MAINTENANCE, SUPPORT, ON-GOING TRAINING

	ANNUAL FIRM FIXED PRICE	ASSUMPTIONS/COMMENTS
Initial Term: August 2019 - June 30, 2021	\$ <u>Year 1</u>	<u>Annual Fees included with Implementation</u>
Term Extension Option 1: July 1, 2021 - June 30, 2023	\$ <u>15,507</u>	<u>Year 2 Annual Fees</u>
Term Extension Option 2: July 1, 2023 - June 30, 2025	\$ <u>TBD</u>	Year 3 - CivicRec reserves the right to reassess the <u>historical data and transaction volume annually</u> to ensure that the Annual Service Fees accurately reflect the transaction volume processed in the prior year.
Taxes		\$ TBD if applicable
Subtotal Software		\$ <u>Total may vary based on Year 3</u> transaction volume reassessment.

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Scope of Work? Yes / **No** (circle one). If you answered "Yes", please provide detail of said additional costs: _____

Once final project scope is determined, any enhancements added by the City or key changes could involve additional costs.

Please indicate any elements of the Scope of Work which cannot be met by your firm.

None noted at this time. CivicPlus reserves the right for additional discussion with the City on functionality and needs and best way to approach.

Have you included in your proposal all requested informational items and forms? **Yes** / No (circle one). If you answered "No", please explain: _____

Have you been on any federal list of debarred or suspended consultants? Yes **No** (circle one).

This offer shall remain firm for 90 days from RFP close date.

Terms and conditions as set forth in this RFP apply to this proposal.

Unless otherwise stated, payment terms are: Net thirty (30) days.

Please see invoicing exception notes located in the Exceptions/Deviations section.

In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is

Consultant's responsibility to ensure that all addenda are received. Failure to acknowledge receipt of addenda may cause the City to reject the proposal as non-responsive.

Verification of Addenda Received


Addenda No: 1 Received on: 4/17/19

Addenda No: _____ Received on: _____

Addenda No: _____ Received on: _____

AUTHORIZED SIGNATURE:

PRINT SIGNER'S NAME AND TITLE:



Jeff Logan, Vice President of Sales

DATE SIGNED:

April 24, 2019

COMPANY NAME & ADDRESS:

CivicPlus, LLC

302 S. 4th Street, Suite 500

Manhattan, KS 66502

PHONE: 888-228-2233

EMAIL: RFP contact: spicer@civicplus.com

DIR REGISTRATION NO.: n/a

Fee Proposal

All quotes are priced per project and presented in US dollars. Pricing is valid for 90 days from April 25, 2019.

CivicPlus has endeavored to meet Corona's needs and expectations for your new Recreation Management System based on the information provided. The investment proposal included is subject to change should additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

Project Development & Implementation

- Project Coordination
- Branded Public Portal
- IdP Integration for secure login management
- Consulting & Training:
 - 4 Hours Virtual Consulting
 - 16 Hours On-site Consulting
 - 16 Hours of Virtual CivicTraining
 - 16 Hours of On-site CivicTraining
- CP Pay™ Merchant Account or Approved Payment Gateway
- GL Code, Membership/Passes, and Users Imports
- Financial Extract
- ArcGIS Integration

Annual Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- CivicRec reserves the right to reassess the historical data and transaction volume annually to ensure that the Annual Service Fees accurately reflects the transaction volume processed in the prior year
- Annual Service Fees are also subject to a cumulative annual 5% technology increase beginning Year 3

Total Investment – Year 1	\$36,832
Annual Services – Year 2	\$15,507

Investment Proposal

CP Pay Merchant Account (Optional)

If selected as the merchant account, CP Pay Merchant will collect and disburse all credit card monies. Merchant account fees and percentage + transaction fee (3% + \$0.30 per transaction) apply. These are separate from your Annual Services.

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis. This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our clients. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality of work, outside of the original project scope, is requested. We understand that local governments must look beyond just functionality and that multiple factors come into play when determining which vendor can meet not only your functional needs, but also your budgetary needs. CivicPlus offers:

- **Standard CivicRec Invoicing** – 50% of your Total Investment – Year 1 fees (detailed on the previous page) will be due at contract signing and the remaining 50% will be due at completion of implementation or at the six-month mark in the implementation process – whichever date is earlier.
- **CPA Invoicing** – The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Year 1 expense of your project over the first three years of your contract. Each payment also includes your Annual Hosting/Maintenance Services and any technology fees if applicable. This option may not be available with all products offered by CivicPlus.
- **Customized Billing/Invoicing** – Although not available with all products offered by CivicPlus, we will be happy to discuss other billing options with you prior to contract signing and, if feasible, develop a plan that works for both of us. Please contact your sales representatives for more details.
- **Annual Services** – The annual fee for your first year is included with your Total Investment – Year 1 fees. Subsequent annual invoicing occurs on the anniversary of the contract signing date.

CivicPlus wants our clients to succeed in delivering a viable, sustainable, and flexible web environment for their communities and we will work with you prior to contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Approved Payment Gateways & Optional Enhancements

Approved Payment Gateways	
Supported Payment Gateway (if CP Pay™ Merchant not selected)	
▪ Braintree	▪ Converge
▪ Authorize.net	▪ Tempus
▪ Forte	▪ ETS
▪ OpenEdge	▪ Cybersource
▪ Paypoint	

The following items are not included in your project, but can be provided as a scope adjustment or following the completion of your project.

Optional Enhancements	
Additional Data Imports:	Contact your Enterprise Sales Manager, Will Spicer regarding pricing of any available optional enhancements for the City of Corona.
User Credits	
Facilities	
Activities	
Residency	
Lighting Integration (Skylogix)	
4 Hours Virtual CivicTraining	
4 Hours Virtual Consulting	



Appendices

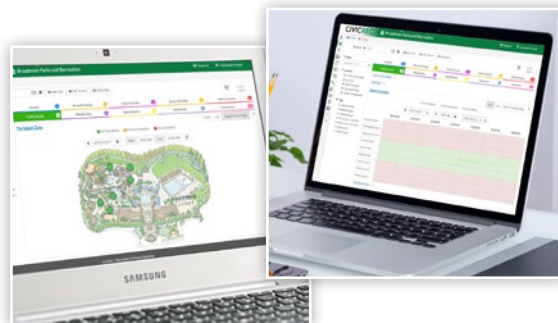
CivicRec Features & Functionality

Corona is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

Facility Reservations (Online and In-House)

Easily create and manage facilities and reservations with the Facilities Module. All facility functions in CivicRec are completely integrated and includes a master calendar for a quick and easy way to view facility availability. Take one-time and recurring reservations both online and in-house without the fear of double booking.

- Availability viewable in both grid and map-based views
- Attachable waivers, prompts, and forms
- Quickly adjust rentals
- Easy and refundable deposit tracking



Activity Registration (Online and In-House)

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, assign instructors, and manage volunteers with the Activity Registration module. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

- In-house Staff (with permissions) can alter fees, pro-rate, leave balances, and spread payments across multiple payment types
- Resident/non-resident determination
- Social networking integration
- Pay balances online

Volunteer Management

CivicRec provides robust features for managing your community volunteer programs. The volunteer management tool creates, manages and organizes the volunteer opportunities for your organization. This tool works alongside the activity module to aid in organizing upcoming events, classes, or activities. For each activity you can create volunteer roles and assignments specific for the activities they're most interested in. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Membership Management

Customer Management in CivicRec is particularly easy. Your staff will be able to see a history of all of the account's transactions and auto-bill members.

- Sell memberships and punch cards
- Print cards or associate barcode key tags
- Associate photos and avatars with users (for membership cards and system profiles)
- Leave credit/debit cards on file for future and recurring payments

Citizen Dashboard/Account Management

With CivicRec's public dashboard, citizens can conveniently find everything they need including notifications, upcoming events, and recent registrations. Citizens can log in via Facebook, Google account, or email address. Family or organization members can be added with age and resident information for easy activity registrations. View transaction history to access receipts, waivers, tickets, and more. On the administrative side, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers.

- Cash drawer and receipt printer interface
- Touch screen friendly
- Flexible pricing
- Multi-level tax support and tax either included in price or tacked onto total
- Inventory management

Ticketing



Easily generate tickets for events either through our desktop or our mobile experience. Included in their receipt are additional pages that contain their tickets.

- Scan in tickets through either a mobile check-in or desktop check-in screen
- Access to the tickets in the citizen's user account
- Print tickets anytime or simply show the ticket code on their mobile device

League Management

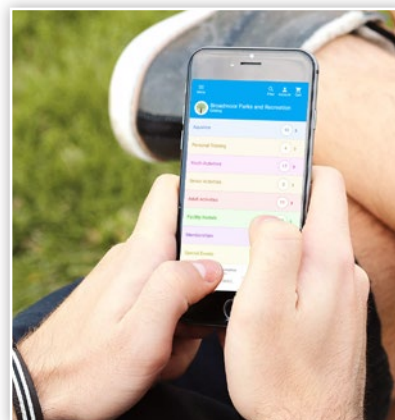
Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Public facing “Scores and Schedules” pages can be linked to directly from your website so that your public always has up to date information about their leagues.

- Team or individual signup
- Assessments
- Auto-scheduling with drag-and-drop adjustments
- Drag-and-drop drafting
- Parent/Player Portal allows participants to follow their leagues

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they’re used to experiencing on their desktops. The mobile experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does.

- Mobile Responsive
- No constant app update or installation
- Social networking integration
- QR Code Support



Surveys

Participants will automatically receive post-program surveys requesting feedback on your programs, organization, instructors, and processes. This information is captured and is presented back to staff to assist in determining how well your programming is being received.

Email/SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is a particularly handy report that allows for mailings based on several different filters. SMS messaging has recently been introduced to facilitate those particularly time-sensitive notifications like cancellations.

Reporting/Financial Accounting

CivicRec has a very powerful reporting engine. There are dozens of standard reports in CivicRec. However, staff can basically take any report and customize it to their liking. Filters can be added and/or removed. Fields can be added and/or removed. Reports can be sorted, saved, emailed, exported, or scheduled for regular delivery to any email address. CivicRec will gladly take any reasonable reporting request from a client and ensure that it is made available as requested.

- Over 100 canned reports
- Completely customizable filters and report fields
- Export to Excel
- Quick email capabilities for displayed reports
- Custom report saving for future use
- Scheduled reports for email delivery to any email address at any time

CIVICREC Broadmoor Parks and Recreation

Dashboard | My Organization | Reports | Revenue/Accounts Receivable

Balance Detail by Session

From: 06/01/2018 To: 06/30/2018 (11 days) Filter: * Fields: *

Run On: 06/18/2018 10:10 AM
Run By: Bob CivitPlus
Print: 06/18/2018 10:00 AM To: 06/18/2018 11:00 PM

Balance Detail by Session

Aquatics Membership Family Monthly Membership

Receipt #	User	Total Overdue	Due Later	Due Date
1. 6796200	Jillan Rogers	\$0.00	\$10.00	06/15/2018
2. 6796200	John Smith	\$0.00	\$10.00	06/15/2018
3. 6796200	Anthony J. Smith	\$0.00	\$10.00	06/15/2018
Totals for Aquatics Membership Family Monthly Membership		\$0.00	\$40.00	

Aquatics Membership Pool Membership

Receipt #	User	Total Overdue	Due Later	Due Date
1. 6796200	Jillan Rogers	\$0.00	\$10.00	06/15/2018
2. 6796200	John Smith	\$0.00	\$10.00	06/15/2018
3. 6796200	Anthony J. Smith	\$0.00	\$10.00	06/15/2018
4. 6807500	Michael F. Lee	\$0.00	\$10.00	06/15/2018
5. 6807500	Michael F. Lee	\$0.00	\$10.00	06/15/2018
6. 6807500	Michael F. Lee	\$0.00	\$10.00	06/15/2018
7. 6807500	Michael F. Lee	\$0.00	\$10.00	06/15/2018
8. 6807500	Michael F. Lee	\$0.00	\$10.00	06/15/2018
Totals for Aquatics Membership Pool Membership		\$0.00	\$80.00	

Totals for Aquatics Membership Pool Membership

\$0.00 **\$80.00**

Brochure/Marketing

CivicRec information can be exported through our Adobe InDesign, plain text or HTML as needed. This is a tool available with our solution and not a separate module that needs to be purchased. Clients have the ability to export any and all data as needed without having to go through the CivicRec team.

Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Credit Card Processing

CP Pay™

CP Pay – our secure, PCI-compliant, standalone payment gateway is integrated within the CivicPlus Platform. Local governments can use CP Pay within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway – CP Pay Merchant.

Our recommended payment gateway, CP Pay Merchant, will relieve your finance and IT teams of the risk of maintaining and monitoring merchant processing responsibilities and vendor relationships. Take advantage of having all your payment transaction information in a consolidated area, while having the peace of mind that all digital financial compliance requirements are met, and your chargebacks and refund requests are being managed for you. Key benefits of CP Pay Merchant include:

- Next day funding.
- Support for the latest secure digital transaction technology with Europay, MasterCard, Visa (EMV).
- Smart payment transactions (chip cards).
- Consolidated, real-time CP Pay reporting across products and third-party software.



Not only does CP Pay Merchant accept online payments, you will be able to accept secure payments in your office with the OpenEdge Hardware Program for CivicPlus. Because each device is encrypted specifically for the payment gateway, you'll need to leverage devices directly from OpenEdge for either a one-time purchase or rent. We are happy to assist in your procurement of such devices.

To utilize our recommended merchant account, CP Pay Merchant, separate merchant account fees and 3% + \$0.30 transaction fees will apply. Please reach out for additional information.

Supported Gateway Providers

Providing flexible payment solutions, CP Pay has a number of supported gateways that you can leverage for an additional set-up fee.

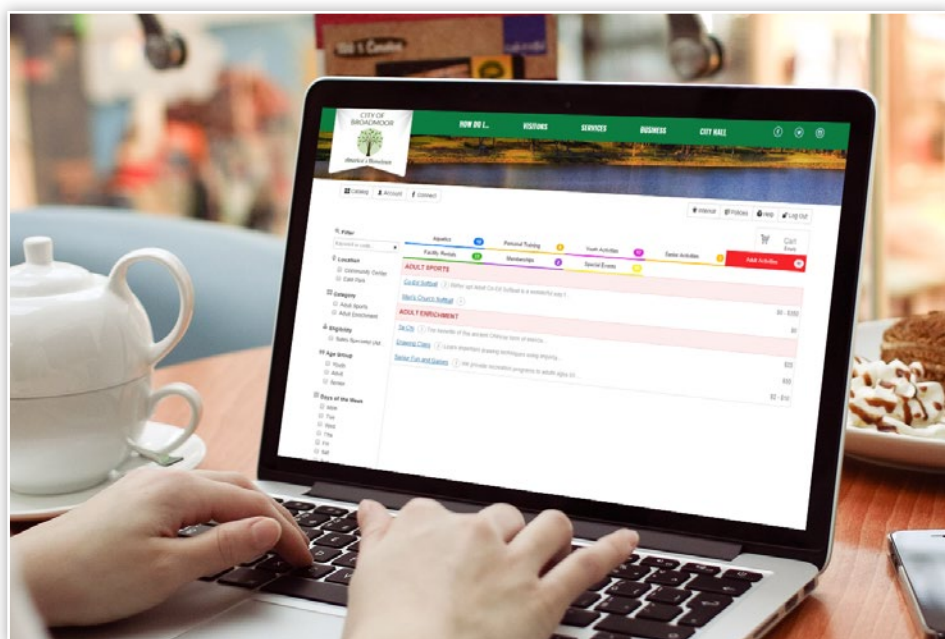
Included Project Enhancement

Identity Provider (IdP) Integration

The growing use of enterprise cloud applications in the public sector means local government IT teams are looking to implement single sign-on (SSO) functionality to simplify user access to all web and cloud-based applications without requiring individual authentication.

The CivicPlus Platform's custom IdP integration capabilities provide local governments with the following conveniences:

- Faster and easier access to vital third-party solutions that integrate with your CivicPlus unified applications, such as CivicEngage, CivicClerk, and CivicRec
- Reduced password and account maintenance
- The ability to log into your CivicPlus software accounts from any device with an Active Directory username and password
- Auto-account generation
- Group syncing
- Customization of the design of your active directory login page



The CivicPlus Platform offers customized Identity Provider (IdP) integration capabilities, which means you'll benefit from easier integration between your CivicPlus Platform and the following third-party IdPs:

- Microsoft's Active Directory Federation Services (AD FS) version 3.0
- Microsoft's Active Directory Federation Services (AD FS) version 4.0

Sample Implementation Plan

The following is a simplified example project plan. A typical CivicRec implementation averages 18-20 weeks. Corona's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

Kickoff	
Project Kickoff Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff	
Phase 1	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website and complete round 2 imports
Phase 3	
Facilities/Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5	
System Preparation For Launch	Go Live & Sign Off
Project check in meeting to discuss preparation for Go Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Client Success Manager

Implementation Plan

Implementation Consultant

Corona will be assigned an Implementation Consultant who will work closely with you throughout the entire project deployment process. Your Implementation Consultant will act as a liaison between you and CivicRec, ensuring that milestones are met, status calls are conducted, issues/considerations are addressed, and startup is a painless process. Phase checklists as well as a detailed project plan will be utilized to facilitate project activities and track milestones.

Additionally, your Implementation Consultant will guide you through configuring the system and assist Corona with any technical questions you may have. The CivicRec Help Center will also be available to you throughout the implementation of your project, as well as after Go Live, to provide you with self-help resources if desired.

Project Approach

During the implementation period, Corona and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. You will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and you will ensure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should you desire.



Data Imports

CivicRec can import certain data from your current database to your new RMS, leveraging our custom developed scripts and libraries. A data import of all GL Codes and Users are included with your CivicRec project. Additional data imports include Memberships, Residency, Activities, Facilities, and User Credits. To benefit from further data imports options, additional fees will apply.

CivicTraining® & Consulting Plan

Consulting

Our Implementation Consultants are parks and recreation experts who will make sure you get the most out of the CivicRec RMS. Throughout your implementation, they will be available to offer guidance and best practice guidelines for configuring the CivicRec system to meet your unique practices and offerings. We know that Corona's success relies on immersing your processes with the CivicRec RMS. You will receive tips and advice on how to make it work more efficiently for you and your public.

CivicTraining

Corona's specific on-site and virtual CivicTraining plans will be customized to meet your needs. We recommend a train-the-user approach with hands-on training for participants. Training is typically broken up by modules (Registration, POS, Reporting, etc.). All of your last-minute questions will be answered before Go Live so you are confident moving forward with your new system.

Note: We do not offer system administrator training as a separate item as it is included as part of our system development and implementation.

Your Role

You should consider the following roles for a successful project team:

Project Executive – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.

Project Manager – Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.

Lead Staff – Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.

Frontline Staff – Acts as end users of the system and will participate in end user training sessions.

Information Technology – Coordinates with CivicRec on technical aspects of the system and transfer of data.

Finance – Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.

Marketing – Identifies and communicates rollout and adoption process both internally and to the public.

Continuing Service, Hosting & Support

Around-the-Clock Service & Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

Technical Support

- Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- 4-hour response during normal hours
- 24/7 emergency support

Maintenance

- Full backups performed daily
- Regularly scheduled upgrades, including fixes and other enhancements, and OS system patches

In February of 2019, CivicPlus Technical Support was presented with a Bronze Stevie® Award in the Front-Line Customer Service Team of the Year – Technology Industries category in the 13th annual Stevie Awards for Sales & Customer Service.

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

www.civicplus.help - The CivicPlus Help Center

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

Continuing Partnership

We won't disappear after your website is launched. In addition to our technical support team, your dedicated Enterprise Sales/Account Manager, Will Spicer, will keep you informed of new CivicPlus products and ways to optimize your site, as well as provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place.

Hosting & Security

Secure Data Centers

CivicRec utilizes industry standards, insurance requirements, and PCI requirements to ensure that CivicRec is only accessed in the manner it's intended to be accessed and by people who are authorized to do so. Methods include:

- Tier III physical security data centers: Digital Realty, Rackspace, and Codero
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

All data centers provide a network operation center with 24/7/365 monitoring of the data center environment, system availability, and performance. The data centers are SSAE 16 compliant.

Disaster Recovery/Redundancy

CivicRec has policies and procedures in place to ensure continuity and disaster recovery. We utilize local, replicated servers to ensure that copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. In addition, we have a process that encrypts backups once each day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.



PCI Compliance

CP Pay is a secure, Level 1 PCI DSS certified payment gateway integrated within the CivicPlus Platform that local governments can use within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway - CP Pay Merchant. CivicPlus takes pride in being Level 1 PCI DSS certified and invests in having CP Pay audited annually by a Qualified Security Assessor (QSA), RiskSense.



Required Forms

PARTY SUBMITTING PROPOSAL: CivicPlus, LLC

**NON-COLLUSION DECLARATION
(TO BE EXECUTED BY CONSULTANT AND SUBMITTED WITH PROPOSAL)**

The undersigned declares:

I am the Vice President of Sales [title] of CivicPlus, LLC [proposer], the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or a sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, plotted, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 24, 2019 [date], at Manhattan [city], Kansas [state].

Signature

Jeff Logan

Typed or Printed Name

Vice President of Sales

Title

CivicPlus, LLC

Party Submitting Proposal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

**A successful project begins with a contract that meets the needs of both parties. We have implemented projects for over 3,500 clients and look forward to negotiating contract terms with the City of Corona as well. CivicPlus reserves the right to discuss terms with you before agreeing to comply with final contract terms.*

State of Kansas }
County of Riley } ss.

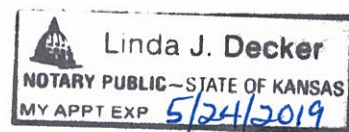
On April 24, 2019, before me, Jeff Logan, Vice President of Sales
(date) here insert name and title of the officer)

personally appeared Jeff Logan who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda J. Decker [Seal]



**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF
CORONA PROFESSIONAL SERVICES AGREEMENT**

(To be Completed and Submitted with Consultant's Proposal)

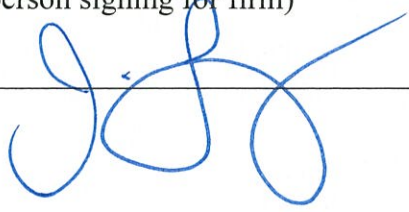
This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the Agreement, as presented, without exception, for the City's RFP No. 19-021WY.*

**As noted in the Exceptions/Deviations section of the proposal, CivicPlus has identified several passages, terminology and verbiage that will need to be modified and/or negotiated prior to final contract agreement. A successful project begins with a contract that meets the needs of both parties. CivicPlus reserves the right to discuss and negotiate terms with you before agreeing to comply with final contract.*

CivicPlus, LLC
(Firm name)

Jeff Logan, Vice President of Sales
(Print name and title of person signing for firm)

(Signature/date)



April 24, 2019

**Insurance Requirements Check Sheet
(To be Completed and Submitted with Proposal)**

Vendors are encouraged to state any exceptions to or deviations from the insurance requirements of this solicitation. The City will evaluate exceptions or deviations from the insurance requirements to determine acceptability. The City reserves the right to reject bids or proposals as non-responsive based on the exceptions or deviations to the insurance requirements.

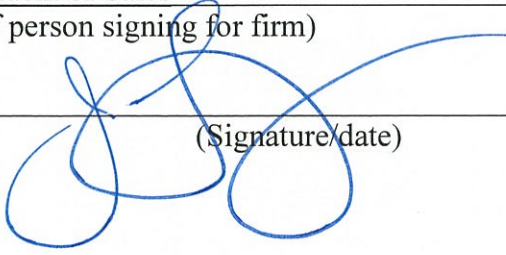
All applicable insurance requirements will be identified under the “Applicable to Vendor” column with a ***YES***.

ACKNOWLEDGMENT OF THE INSURANCE REQUIREMENTS CHECK SHEET

This is to acknowledge that we have reviewed the City of Corona Insurance Requirements Check Sheet and understand that we will be able to provide the insurance coverage required unless exceptions have been disclosed.

CivicPlus, LLC
(Firm name)

Jeff Logan, Vice President of Sales
(Print name and title of person signing for firm)


(Signature/date)

City of Corona RFP Insurance Requirements Check List

	YES	NO	Applicable to Vendor
Can your company provide General Liability - \$1M occurrence/\$2M aggregate?	X		YES
Can your company provide Automobile Liability - \$1M?	X		YES
Can your company provide Workers Compensation and Employer's Liability - \$1M?	X		YES
Can your company provide Errors and Omissions (Professional) Liability Insurance - \$2M occurrence or claim/\$2M aggregate?	X		YES
Can your company provide Cyber Liability Insurance - \$1M per occurrence or claim, \$2M aggregate?	X		Yes
Can your company provide Builders'/All Risk for the completed value of the project naming the City as the loss payee?			Not Applicable
Can your company provide Contractor's Pollution Liability and Transportation Pollution Liability with minimum limits of \$1 million/\$2 million with a primary Additional Insured endorsement?			Not Applicable
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):VII and licensed as an admitted insurance carrier in California?	X		YES
Can your company provide coverage with an insurer with a current A.M. Best's rating no less than (A-):X and authorized to issue the required policies in California?	X		YES

Insurance Endorsements General Liability

	YES	NO	Applicable to Vendor
(Occurrence form CG 0001)	X		YES
Will your company provide an insurance policy that states the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith?	X		YES
Will your company provide an insurance policy that states any person or organization whom you have agreed to include as an additional insured under a written contract? provided such contract was executed prior to the date of loss?	The City would be covered under our current company umbrella policy.		
Can your company provide Completed Operations as evidenced with the following endorsements?			
Endorsement form CG 20 10 11 85 OR	Any applicable/legally required insurance endorsements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.		
CG 20 37 and one of the following			
CG 20 10			
CG 20 26			
CG 20 33			
CG 20 38			

Will your company provide a General Liability endorsement stating that the insurance coverage shall be primary any City insurance will be in excess of the consultants insurance and will not be called upon to contribute Endorsement Form shall be as broad as CG 20 01 04 13?	Any applicable/legally required insurance endorsements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.
--	---

Automobile Liability

	YES	NO	Applicable to Vendor
Does your insurance cover Owned automobiles with Form number CA 0001 code 1 (Any Auto)?			Any applicable/legally required insurance endorsements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.
If your company does not have owned automobiles, does your insurance cover No owned autos Code 8 (hired) and 9 (non-owned)?			

Workers' Compensation

	YES	NO	Applicable to Vendor
Will your company provide a waiver for all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant?			Any applicable/legally required insurance elements for this type of project can be discussed and evaluated if necessary at a later stage of this RFP process.
Will your company provide a Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant?			
Will your insurance policies have a (30) days' notice of cancellation endorsement?	X		YES
If your firm is unable to provide a (30) day notice of cancellation will your firm sign a City provided statement that the Vendor shall notify the City within two business days any notice of cancellation?		n/a	YES
Does your insurance have any deductibles and/or self-insurance retentions?		n/a	YES

Use the space below to explain any "No" responses.

INFORMATION REQUIRED OF CONSULTANTS

[***Indicate not applicable (“N/A”) where appropriate***]

NOTE: Where Consultant is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Consultant: CivicPlus, LLC

2.0 Type, if Entity: Limited Liability Corporation

3.0 Consultant Address: _____

302 S. 4th Street, Suite 500

Manhattan, KS 66502

bids@civicplus.com

Email Address

888-228-2233

Telephone Number

4.0 How many years has Consultant’s organization been in business as a Consultant?

25 years

5.0 How many years has Consultant’s organization been in business under its present name?
Icon Enterprises was changed to CivicPlus, Inc. in 2016 and in January 2019, the owner re-structured the company for estate planning purposes to CivicPlus, LLC

5.1 Under what other or former names has Consultant’s organization operated? Icon Enterprises, Inc. and CivicPlus, Inc.

6.0 If Consultant’s organization is a corporation, answer the following:

6.1 Date of Incorporation: n/a

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: ___n/a_____

7.2 Name and address of all partners (state whether general or limited partnership): ___n/a_____

8.0 If other than a corporation or partnership, describe organization and name principals: _CivicPlus, LLC is a wholly owned subsidiary of PATTI Corporation_____

9.0 List other states in which Consultant's organization is legally qualified to do business. _CivicPlus is registered in nearly all 50 states, Canada and Australia_____

10.0 What type of work does the Consultant normally perform with its own forces?

___CivicPlus has focused on improving local government technology and web services since its inception in 1994_____

11.0 Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

___On occasion throughout the 25 years, our clients have experienced budgeting, internal, or available funds difficulties that have halted projects prior to completion.____

12.0 Has Consultant entered into a settlement agreement involving a public works project of more than \$100,000 within the last two years with any City or public agency? If so, note when, where, and why. *This information may be the basis for rejecting the proposal as nonresponsive or the Consultant as nonresponsible following a hearing.*

____CivicPlus has not entered into a settlement agreement involving a public works project of more than \$100,000 within the last two years_____

-
- 13.0 Within the last five years, has any officer or partner of Consultant's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

__CivicPlus nor any officer or partner of our organization has been an officer or partner of another organization when it failed to complete a contract__

- 14.0 Have you been or are you on any federal state list of debarred or suspended bidders/Consultants? If yes, state the beginning and ending dates of the period of disbarment:

From February 2014 to February 2015, CivicPlus was debarred from performing construction services in the State of New York due to a filing error with the State Worker's Compensation Board. The issue has since been resolved and does not prevent CivicPlus from performing the types of services stated in this proposal.

- 15.0 List Trade References:

_We have included client references within our response that can speak to the quality of their end project and experiences working with CivicPlus.

- 16.0 List Bank References (Bank and Branch Address):

__Main Bank Reference: Kansas State Bank, 1010 Westloop Place,
Manhattan, KS 66502 | 785-587-4000__

CONSULTANT'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

Consultant is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any, contracts for similar services as detailed in RFP 19-025WY.

1. Have you ever been disqualified from any contract? No
2. If yes, explain the circumstances:

N/A

Signature of Consultant

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

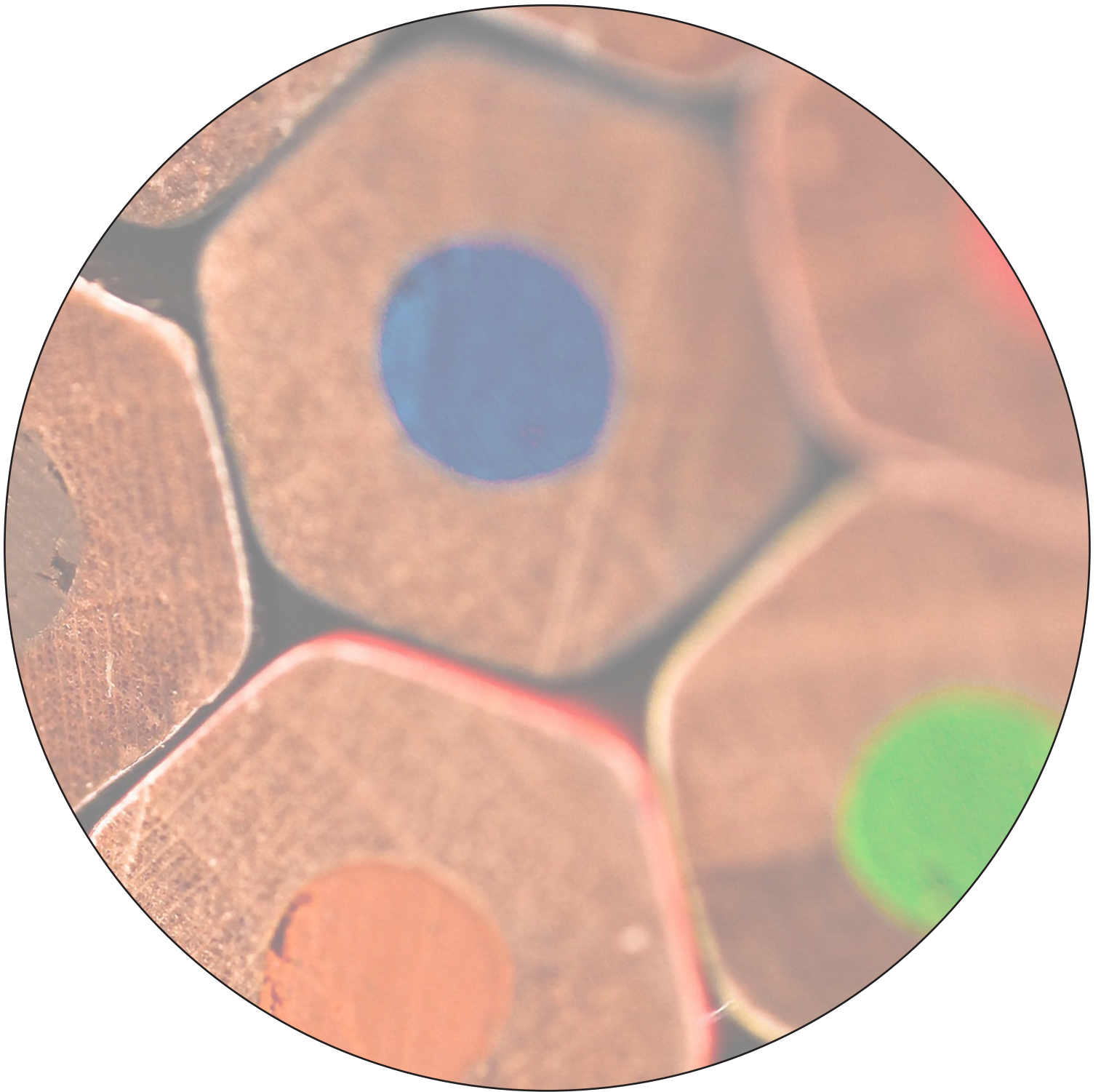
This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

CivicPlus would like to discuss this process in more detail if selected. CivicPlus has proven and established approval and performance processes in place that may serve the same purposes.

CivicPlus, LLC
(Firm name)

Jeff Logan, Vice President of Sales
(Print name and title of person signing for firm)

 April 24, 2019
(Signature/date)



Functionality Requirements

TECHNICAL SPECIFICATIONS

This section details the specific service level and software requirements desired by the City. For each of the software requirements identified in this section, please respond according to the legend provided below.

- ☐ **SUP** – Supported as delivered “out of the box”
- ☐ **NSUP** – NOT supported as delivered “out of box”
- ☐ **FUT** – Functionality to be supported in future update
- ☐ **3RD** – Supported via a vendor provided third-party tool

SERVICE LEVEL REQUIREMENTS

	RESPONSE	INCLUDED IN PRICE (Yes/NO)
Training		
In-depth training for City's software administrators.	SUP. Please see proposal for additional information regarding implementation fees	Yes
On-going complimentary training provided for the duration of the agreement	SUP/NSUP--We have an extensive help/training site that can be utilized anytime at no additional cost. Formalized recurring training can be set up for an additional cost.	Yes
Release note available to the City for current and future software updates	SUP	Yes

Setup		
Implementation support to ensure a successful January 2020 “go-live” date.	SUP--provided that all parties are conscientiously contributing and the project begins soon. projects can last between 22 and 30 weeks, depending on the project and participation.	Yes
Availability of a trainer or sandbox mode to test the software without impacting other system users or customers.	SUP	Yes

Technical Support

24/7 customer support.	SUP	Yes
Ability to make product enhancement requests for future releases	SUP	Yes

REGISTRATION REQUIREMENTS

	RESPONSE	INCLUDED IN PRICE (Yes/NO)
Registration Program Structure		
Use intuitive navigation and interfaces for easy-to-use enrollment, activity building, and basic functions.	SUP	Yes
Ability to create the program for different divisions and sub-sections.	SUP	Yes
Provide a catalog export capability with the option to personalize and edit the computer-generated brochure.	SUP. CivicRec provides users with the ability to export into Adobe InDesign formats for an easy experience.	Yes
Allow for auto-booking of a facility as the class schedule is built.	SUP	Yes
Provide links from the online course catalog.	SUP	Yes
Allow for establishing classes with maximum and minimum registrations with the ability to change them as necessary.	SUP	Yes

Provide the ability to rollover classes from one session to the next (e.g., rollover the Preschool class from session 1 to session 2).			
Allow for key dates per class to be set such as cut-off dates, withdrawal dates, and waitlist cut-offs.		SUP	Yes
Set time limits for early bird registration price with later start date when the regular price is in effect.		SUP	Yes
Provide the ability to attach any PDF to a customer's record such as a confirmation email, welcome letters, additional forms required, etc.).		FUT. CivicPlus is planning on introducing this as a tool available for all products in the future and it will be available for the City once completed.	Yes
Provide attendance tracking on all classes and activities.		SUP	Yes
Allow for the creation of pre-assigned payment schedules that can be attached to a class.		SUP	Yes
Ability to set fees as desired for each class including no fees or transport only fees.		SUP	Yes
Ability to report on all aspects of the class and related fees, including resident, non-resident, as well as related withdrawal fees.		SUP. While CivicRec does not yet support tracking withdrawal fees this is included in our current product roadmap and will be available once completed.	Yes
Registration Enrollment			
Allow for online registration and in-person front desk registration.		SUP	Yes
All program registration features must be available online for customers to perform all registration tasks on their own.		SUP	Yes
Allow users to access the online catalog of classes and link directly to the class they wish to enroll in.		SUP	Yes
Allow users to easily enroll in multiple sessions of classes, such as summer camp sessions, without treating each session as a separate class.		SUP	Yes
Allow for priority online registration scheduling options.		SUP. CivicRec currently supports this through the use of pre-requisites and also early bird registrations for members	Yes
During registration process, system should offer suggested classes/programs they might be interested in (similar to the Amazon capability of purchases who bought X book typically bought books Y and Z).		NSUP	n/a
Allow the customer to see a Family Schedule when registering and prompt the user if conflicts in times or classes occur.		NSUP. While CivicRec does provide conflict notifications when attempting to enroll in the same class a 2nd time, it does not provide conflict notifications when attempting to enroll in a class that happens at the same time as another class already enrolled for the same time/day	n/a
Allow the customer to access their Family Calendar to show who is registered when/where.		SUP	Yes
Ability to link and un-link any clients – such as families or organizations.		SUP	Yes
Ability for registrant to add an individual(s) to a waitlist and be automatically notified when they are accepted into the class.		SUP	Yes
Allow for emergency contacts to be entered at the time of registration or later to their profile.		SUP	Yes
Provide registration prompts that can be set by class (e.g., shirt size, special accommodations, allergies, etc.) both drop down menus and/or fill in.		SUP	Yes
Provide ability for customers to upload PDFs to their account (i.e., proof of residency, birth certificates, etc.)		FUT. While not yet available this is something CivicPlus is working to make available for all products.	Yes
Provide detailed record tracking on all registrations by class including:			
<input type="checkbox"/> Participants with attendance records.		SUP	Yes
<input type="checkbox"/> Cancelled classes.		SUP	Yes

<input type="checkbox"/> Who withdrew from the class when.			
Provide ability to access class lists with current and past enrollments (who was enrolled in this class previous sessions).		SUP	Yes
Allow for online registration for a specific class (e.g., Library Story Time) to be time specific for start and have ability to cut off the registration at a certain time.		SUP	Yes
Provide options to cut-off a waitlist.		SUP	Yes
Allow for online registration for no-fee classes or activities.		SUP	Yes
Provide the ability to reserve spots for drop-in programs.		NSUP	n/a
Provide tracking of "drop-in" activities along with the total number of spots reserved for drop-ins.		SUP	Yes
Allow for signature capture at the time of enrollment for liability waiver:		SUP	Yes
<input type="checkbox"/> At front desk registration at all locations, allow the use of a "signature pad" to capture electronic signatures for class authorization.		NSUP	n/a
<input type="checkbox"/> Online, provide ability to designate their electronic signature, through initial capture or other method.		SUP	Yes
For online registration, once class is registered for, allow link to Outlook or iCal to add class time to calendar with address or link to Google Maps.		SUP. CivicRec provides the ability to link to personal calendars via link to Outlook, Google and iCal calendar tools.	Yes
Provide mechanism for user reviews (such as Yelp and/or City created for testimonials)		SUP. CivicRec provides this through the use of integrated surveys	Yes
Provide the ability to view a sample class (such as a YouTube or Vine video) directly from the catalog e.g., a hyperlink in the catalog to these tools.		SUP. This would be up to the City to provide link to these additional resources.	Yes
After the class is completed automatically:			
<input type="checkbox"/> Send an email survey to participants.		SUP	Yes
<input type="checkbox"/> Send an email with a Certificate of Completion (e.g., Aquatics, Sports Clinics, Playschool, Contract Classes)		NSUP	n/a
Registration Payment			
Allow for these specific types of payments, whether at the desk, online, or mobile: (also the ability to utilize credit on account or add credit to account)		SUP	Yes
<input type="checkbox"/> Credit Cards		SUP	Yes
<input type="checkbox"/> Checks		SUP	Yes
<input type="checkbox"/> Debit Cards		SUP	Yes
<input type="checkbox"/> Gift Cards		SUP	Yes
<input type="checkbox"/> Scholarship Payments		SUP	Yes
<input type="checkbox"/> Electronic Funds Transfers from bank accounts		NSUP	n/a
Ensure that all donation or scholarship payments are processed without a service charge.		SUP. This can be accommodated at the City's request only if paid by cash/check. CivicRec cannot waive merchant fees for payments received via CC/Debit payments.	n/a
Track scholarship usage by participant and/or family.		SUP	Yes

Provide ability to add fees or charges with various general ledger accounts to charge without an itemized list being given to the customer. For example – Class Fee is \$60, Non-Resident Fee is \$13, Equipment Fee is \$2, Service Charge is \$5, Customer Total = \$80 and that is ALL the customer would see.	FUT	Yes
Ensure that all the different fees (as noted in the above sample) have their own unique general ledger account.	SUP	Yes
Ensure that each fee category is tied to related attendance or usage statistics.	SUP	Yes
Provide “shopping cart” payment functionality, allowing a customer to add multiple classes to their cart and reserve their spot in a class until the entire shopping cart is paid for.	SUP. CivicRec does not allow for “reserving” spots in class until transaction is completed unless the City chooses to not require payment for participation at time of checkout. Adding a registration to the cart does not guarantee a spot in class until checkout is completed.	Yes
Ability to attach enrollment fee to registration per participant/transaction NOT per CLASS (e.g., Participant registers for Feb 4&5, Ready Readers and Letter Learners and will be charged \$40 enrollment fee one time vs. \$40 per class)	SUP	Yes
Allow for automatic proration of fees at registration or withdrawal of class based on user-defined parameters.	SUP	Yes
Provide the ability to attach extra fees to a course such as withdrawal, refund, late pickup, etc.	SUP	Yes
Allow registrant to have the option to utilize pre-assigned payment schedules or pay in full.	SUP	Yes
Ability to set up Auto Pay for registrant.	SUP	Yes
Allow staff to establish payment plans for registrants to choose and utilize online.	SUP	Yes
Provide ability to automatically generate an invoice by email when payments are due based on user defined parameters	SUP	Yes
Provide ability to print the payment schedule (if applied) on receipts.	SUP	Yes
Ability to email receipts to participant.	SUP	Yes
Allow a variety of discounts to be applied at the time of online registration:	SUP	Yes
<input type="checkbox"/> Registrant uses a coupon code unique to them that provides a percentage discount.	SUP	Yes
<input type="checkbox"/> System automatically recognizes registration involves sibling and provides a discount.	SUP	Yes
<input type="checkbox"/> System automatically recognizes that multiple classes are being registered and applies a discount.	SUP	Yes
<input type="checkbox"/> System prompts the customer that enrolling in 1 more class would give them a multi-class discount.	NSUP	n/a
Ability for a NSF Check to automatically freeze a user's account and generate warnings to City staff.	NSUP. While it is not an automatic change, CivicRec provides this through the use of User/Account Flags that are applied by staff.	Yes
Provide tools to conduct easy reconciliation audits of payment drawers whether at the office or in the field.	SUP	Yes

CUSTOMER MANAGEMENT REQUIREMENTS

RESPONSE		INCLUDED IN PRICE (Yes/NO)
When customer does not have an existing account, the system offers the following online options:		
<input type="checkbox"/> Option to create an account and have it immediately available for use.	SUP	Yes
<input type="checkbox"/> Option to require new accounts created on the customer site to be approved on the staff side prior to being able to use them for transactions.	NSUP	n/a
<input type="checkbox"/> Option to activate online customer accounts only after email validation. If selected, an activation email will be sent to the customer's email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.	NSUP	n/a
<input type="checkbox"/> Option for the system to auto-create a password for an account for online access. The password will be included in the account creation confirmation sent automatically by email.	SUP. This is currently available when creating a new account in-house to be sent to the user.	Yes
<input type="checkbox"/> Option to specify number of days until the auto- created password for online access expires.	NSUP	n/a
Provide tools for staff to assist in identifying, consolidating, and merging duplicate customer records.	SUP	Yes
Provide functionality to validate residency based on street address (recognizing that proof of residency will still be required).	SUP. Please see proposal for additional information about CivicRec's residency tool options and associated fees for implementation	Yes
Provide the ability for employees to highlight and access "alerts" on customers for key information (allergies, restrictions, etc.) across all modules.	SUP	Yes
Allow staff to decide what their customers see and are able to perform on the public access side.	SUP	
Provide functionality that associates related customer records as families, households, companies, or organizations. Customers should be able to access information or perform actions in the system for other customers who are associated through this relationship (e.g. a customer signing up family members for programs).	SUP	Yes
Provide the ability to view and print their family schedule, including links to activity information (both printable calendar and iCal export)	SUP. This tool does not yet include activity links, but does provide event/activity/reservation details that are included in the calendar details for users.	Yes
Provide the ability to view online and print the following items from a Customer's account:		
<input type="checkbox"/> Financial transactions and account balance	SUP	Yes
<input type="checkbox"/> Tax receipts	NSUP. While not a Tax receipt, CivicRec does provide a history of all transactions for user to access as needed.	n/a
<input type="checkbox"/> Payments made to their account	SUP	Yes
<input type="checkbox"/> Previous transactions	SUP	Yes
<input type="checkbox"/> Transactions that require attention	SUP	Yes
<input type="checkbox"/> Scholarship information	SUP	Yes
Provide the ability to change their login name and password, as well as their secret question and answer.	NSUP. CivicRec only provides the ability for users to update their password and username if the City chooses to allow them to. CivicRec does not support secret questions.	n/a

Provide the ability to change their address and personal information.	SUP. This is allowed if City chooses to allow it	Yes
Provide the ability to change their answers to custom questions that were asked in their previous transactions (e.g. update their preference for team jersey number).	NSUP	n/a
Provide the ability to change information about their family members as well as add a new family member.	SUP	Yes
Allow a customer identification photo to be stored against the customer's account.	SUP	Yes
Provide document storage for items such as proof of residency, waivers, insurance, medical forms, etc. to be stored against a customer's account.	SUP	Yes
Provide "tickler" or expiration date and reminder functionality for things like insurance, business license, medical forms etc.	SUP. This is only currently supported for waivers that require attention.	Yes

FACILITY BOOKING AND RESERVATION REQUIREMENTS

RESPONSE		INCLUDED IN PRICE (Yes/NO)
Provide for key facility data fields to include all of the following elements:		
<input type="checkbox"/> Facility name	SUP	Yes
<input type="checkbox"/> Room/field name	SUP	Yes
<input type="checkbox"/> Facility type	SUP	Yes
<input type="checkbox"/> Opening and closing times for each day of the week	SUP	Yes
<input type="checkbox"/> Overlapping facilities (joint soccer field and baseball field, two meeting rooms within a larger room)	SUP	Yes
<input type="checkbox"/> Facility notes	SUP	Yes
<input type="checkbox"/> Individual "skip dates" for the specified facility	SUP	Yes
<input type="checkbox"/> Default permit disclaimer to use	SUP	Yes
<input type="checkbox"/> Minimum reservation time, in minutes	SUP	Yes
<input type="checkbox"/> Minimum set up and breakdown times	FUT. This is currently being worked on through product development.	Yes
<input type="checkbox"/> Denotation of facility hours	SUP	Yes
Allow staff entry and management of multiple rooms, facility types, and facilities.	SUP	Yes
Provide ability to set the structure of the facility to include child facility linked to parent facility.	SUP	Yes
Provide the ability to handle pool reservations at various levels, for example lanes 2, 4, 6, one-third of the pool, etc.	SUP	Yes
Provide default charges and different fee schedules to be entered for facility types, event types, customer types and specific days and time of the week, and allow individual / unique charges down to the individual facility level.	SUP	Yes
Allow for the following types of reservations:	SUP	Yes
<input type="checkbox"/> One time - one day	SUP	Yes
<input type="checkbox"/> Multiple day	SUP	Yes
<input type="checkbox"/> Repeating pattern	SUP	Yes
<input type="checkbox"/> Internal use	SUP	Yes
<input type="checkbox"/> Specific activity	SUP	Yes
<input type="checkbox"/> League	SUP	Yes
Support approval workflow for applications, routing to correct staff based on type of event.	SUP	Yes
Allow multiple facilities to be rented by a single customer in one-step, without requiring multiple permits or duplicate data entry.	SUP	Yes

Allow for cloning of reservations for annual renters/customers.	SUP	Yes
Allow for holds on facilities for servicing or maintenance that is clearly visible to staff.	SUP	Yes
Allow for facility wait lists, produce, print wait list confirmations, and send notifications to staff when openings become available on an existing wait list.	FUT	Yes
Provide staff the ability to configure an on-screen scheduling calendar to view any number of facilities at once and by day, by week, or by month. The defaults, which control the date, display time increment, facility, and starting display time (to appear in the scheduling calendar when it is first displayed), can be controlled and set by staff.	SUP	Yes
Allow entry by staff of "standard" setup instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, system will allow attachment of standard setup instructions, and allow entry of specialized or custom setup instructions.	SUP	Yes
Have standard set up instructions linked to automatic set-up and breakdown times for reservations.	FUT. This is currently being worked on through product development	Yes
Automatically detect and alert staff if a facility is unavailable due to a conflict. Examples of this are as follows: if the soccer field is being used during the time that sprinklers are scheduled to go off thereby making the ball field unavailable for that same time, a large event at another location will cause there to be no parking for a next-door activity.	SUP. While CivicRec does provide alerts for conflicts, it does not provide supported for managing maintenance schedules as described in the example provided.	Yes
Allow Client access to key facility data online to include at a minimum:		
<input type="checkbox"/> Interactive Map	SUP	Yes
<input type="checkbox"/> Layout Options – room to scale drawings	SUP	Yes
<input type="checkbox"/> Availability of Facilities/Rooms	SUP	Yes
<input type="checkbox"/> Pictures of amenities	SUP	Yes
<input type="checkbox"/> Video clips of rooms and venues	SUP. This is supported using video links, but CivicRec does not support embedding video media in pages.	Yes
Provide the ability for customers to request a reservation online, but then is pending until accepted or rejected by staff. This should occur prior to accepting payment from the customer.	SUP	Yes
Provide a mechanism, such as a booking grid, to easily see all facility/room options available for an event across facilities and locations.	SUP	Yes
Provide the ability to notify a customer/ staff if they attempt to reserve for the following situations:		
<input type="checkbox"/> For a facility that has already been scheduled for that date and time	SUP	Yes
<input type="checkbox"/> If the requested date and time conflicts with a "global" date restriction	SUP	Yes
<input type="checkbox"/> For a room/field of a larger facility that is reserved for a larger event	SUP	Yes
<input type="checkbox"/> For a facility that has a conflicting "individual" date or time restriction	SUP	Yes
Provide the ability to list another party as the event contact other than the customer, for example: an event planner. In this case the event planner is the actual contact	SUP	Yes
MEMBERSHIP REQUIREMENTS		INCLUDED IN PRICE (Yes/NO)
Membership records should include the following data elements at a minimum:		
<input type="checkbox"/> Membership name.	SUP	Yes
<input type="checkbox"/> User defined levels of membership fees.	SUP	Yes
<input type="checkbox"/> Discounts.	SUP	Yes
<input type="checkbox"/> Maximum number of uses in user defined intervals.	SUP	Yes
<input type="checkbox"/> Duration (in days).	SUP	Yes
<input type="checkbox"/> Maximum number of passes.	SUP	Yes
<input type="checkbox"/> Ending date.	SUP	Yes
<input type="checkbox"/> Minimum / maximum membership sales levels.	NSUP. We would welcome additional communication to ensure we are understanding this question appropriately.	n/a

<input type="checkbox"/> Maximum uses per day.	NSUP	n/a
<input type="checkbox"/> Package description.	SUP	Yes
<input type="checkbox"/> Special notes.	SUP	Yes
Provide the ability to sell memberships with specific terms, including weekly, monthly, quarterly, or annually.	SUP	Yes
Track revenue by each membership type, broken down by individual fee charged, income refunds, and net revenue.	SUP	Yes
Allow a membership to be "suspended" for a definable period of time. During the suspension period, the membership will not validate but will automatically become active once the suspension period has passed.	SUP	Yes
Provide various ways to check membership status such as:		
<input type="checkbox"/> Biometrics to allow access.	NSUP	n/a
<input type="checkbox"/> Bar code scanning and magnetic stripe scanning.	SUP	Yes
<input type="checkbox"/> QR codes.	NSUP	n/a
<input type="checkbox"/> Manual keyboard member ID.	SUP	Yes
Support the ability to create customizable membership cards with photos and bar code labels and mag-stripes.	SUP	Yes
Support the ability for in-house printing of membership cards.	SUP	Yes
At the time the membership card is scanned by the bar code reader or mag- stripe, or biometric verification is used, automatically verify the card to be valid, and update the member's attendance record at the same time.	SUP. CivicRec does not support biometric verification	Yes
Provide an audio cue if a membership card or biometric validation is scanned that is invalid.	SUP. CivicRec does not support biometric verification	Yes
Allow members to have more than one membership card. Specific cards can be issued for different membership packages with customized pas requirements. Alternatively, a single card can be set up to host more than one membership package.	SUP	Yes
Provide ability for membership pass to automatically renew.	SUP	Yes
Allow memberships to be used as discounts and integrate discount into POS functionality.	SUP	Yes
Allow customers to search and view membership package status information online.	SUP	Yes
Provide the ability for customers to purchase and renew membership packages online.	SUP	Yes

SPORTS LEAGUE REQUIREMENTS		INCLUDED IN PRICE (Yes/NO)
RESPONSE		
Ability to schedule any number of leagues and teams with regular game schedule (any number of games) round robin, or elimination tournaments with options for playoffs and consolation games.	FUT. While CivicRec already includes the ability to support and schedule games and practices, we're also getting ready to introduce our tournament/playoff scheduling tools in the coming months	Yes
Support team registration and payment options online.	SUP	Yes
Support detailed league information to be displayed online including league and team schedules, game times and dates, game locations, and posted game scores and standings.	SUP	Yes
Ability to "roll-over" leagues from session to session.	SUP	Yes
Ability to switch home and away for back-to-back games.	SUP	Yes
Ability to balance the league games based on times, location and home games versus away games.	SUP. While these might not all be automatic settings, manual editing is available to ensure this need is being met.	Yes

Ability to register participants as team or individuals.	SUP	Yes
Allow customers to sign up individually or as a team online.	SUP	Yes
Allow customers online to sign up on interest lists to help them find and form teams based on preferences and availability.	NSUP	n/a
Ability to reserve facilities for the specific use of league play and have the option to release those facilities if not required.	SUP	Yes
Ability to schedule officials based on qualifications and ability.	NSUP	n/a
Ability to enter and update scores online.	SUP	Yes
Ability to update statistics online.	FUT	Yes
Ability to modify any date without having to cancel the whole schedule.	SUP	Yes
System has the ability to auto-fill the next bracket as games are completed in a tournament.	SUP	Yes
Teams and individuals are able to be waitlisted for specific leagues.	SUP	Yes
Ability to allocate practice facilities and times.	SUP	Yes
System offers the option to print ID cards so officials can check at the beginning of each game.	SUP	Yes
System can separate league registration from league management.	SUP	Yes
Publish tournament schedules, viewable online.	FUT	Yes
Print reports for tournament draws, schedules, team lists and player lists.	FUT	Yes

INSTRUCTOR MANAGEMENT REQUIREMENTS

RESPONSE

INCLUDED IN PRICE (Yes/NO)

Provide an Instructors Database containing full details on each instructor including a full profile and their photo.	SUP. This is through CivicRec's normal account management tools. This is not an instructor specific module	Yes
<input type="checkbox"/> Instructor name, address, phone number(s), emails address.	SUP	Yes
<input type="checkbox"/> Indication of whether phone numbers or email addresses can be released to students.	NSUP	n/a
<input type="checkbox"/> Notes capability for instructor certifications, awards, skills, etc.	NSUP	n/a
<input type="checkbox"/> Designation as volunteer or instructor.	SUP. Using account flag tools	Yes
<input type="checkbox"/> Default type of payment, including fixed fee, percentage, or variable fee.	SUP	Yes
Provide ability to upload detailed contracts to their profile.	SUP. While not a document upload, CivicRec provides an Instructor Contract tool to meet this need.	Yes
Provide ability to load W-9 to an instructor's profile.	NSUP	n/a
Allow instructor contracts to include detail on all classes, times and their fee percentage for each class.	SUP	Yes
Allow different fee percentage rates for different classes for the same instructor.	SUP	Yes
Provide ability for parents to contact instructors via the Instructor online profile.	NSUP	n/a
Provide an Instructor Self Service portal to include at a minimum the following items:		
<input type="checkbox"/> Class rosters that they can access and print if desired.	SUP	Yes
<input type="checkbox"/> Automatic prompts to the instructor informing them of roster changes such as drops and additions.	SUP	Yes
<input type="checkbox"/> Ability to view notes and alerts regarding attendees of classes.	NSUP	n/a

Allow for the individual instructor's pay calculation methods to be entered for one or more instructors per activity. System may calculate Instructor payments by flat fee, \$ per hour, \$ per booking, \$ per participant or % based on specific activity fee.	SUP	Yes
Provide the ability to adjust instructor pay for proration of course fees and course withdrawals.	SUP	n/a
System allows the organization to track instructor invoices and payments.	SUP	Yes
The following functions should only be available to those coaches/instructors who are authorized to perform online administration of their activities. System should allow:		
<input type="checkbox"/> Coaches/instructors can run the roster report for activities that they are teaching.	SUP. This is provided to instructors via the Instructor Portal	Yes
<input type="checkbox"/> Instructors can view and print the standard attendance sheet for activities that they are teaching.	SUP	Yes
<input type="checkbox"/> Instructors can send email to participants of activities that they are teaching.	SUP	Yes
<input type="checkbox"/> Team contacts can manage their teams online.	SUP	Yes

VOLUNTEER MANAGEMENT REQUIREMENTS

RESPONSE

INCLUDED IN PRICE (Yes/NO)

Provide a Volunteer Database containing details on each volunteer, including skills, certifications and security clearances and their photo:	NSUP. CivicRec does provide Volunteer Management, but does not support storing of certificates, security clearances unless using account flags as a workaround.	n/a
<input type="checkbox"/> Volunteer name, address, phone number(s), email address.	SUP	Yes
<input type="checkbox"/> Volunteer certifications, awards, skills, etc.	NSUP. CivicRec does provide Volunteer Management, but does not support storing of certificates, security clearances unless using account flags as a workaround.	n/a
<input type="checkbox"/> Designation as volunteer or instructor.	SUP	Yes
Provide ability to upload documents to their profile.	FUT	Yes
Provide ability for employees to contact volunteers via the Volunteer online profile for mass requests for help, updates on events, etc.	SUP. While not a volunteer portal, CivicRec supports mass communications via reporting tools as needed.	Yes
Provide a Volunteer Self Service portal to include at a minimum the following items:		
<input type="checkbox"/> Calendars where they can apply or review schedules.	NSUP	n/a
<input type="checkbox"/> Automatic notifications (email and text) to the volunteers for changes or drops of shifts.	SUP. This is available using CivicRec's communication/reporting tools	Yes
Ability for the organization to track volunteer hours by day and time.	SUP	Yes
Provide a method to have a volunteer check-in and out for their work shift.	SUP	Yes

TICKETING REQUIREMENTS

RESPONSE

INCLUDED IN PRICE (Yes/NO)

Allow set up of single events, as well as multiple date events, and event series.	SUP	Yes
System must provide ability to restrict users from multiple registrations for multiple dates of the same event or within the same series.	SUP	Yes
Provide functionality for designing, printing, selling and tracking tickets for general admission events such as children activities, film festivals, athletic tournaments, or fundraisers.	SUP	Yes
System must allow the import of existing account holders.	SUP	Yes
Ability to support waitlists features.	SUP	Yes
Ability to convert waitlist registrants into ticketholders.	SUP	Yes

Ability to prioritize waitlist features based on zip code.	NSUP	n/a
Ability to handle high volumes of simultaneous ticket registration.	SUP	Yes
Allow allocation of server resources for known high traffic periods.	n/a. CivicRec is a SaaS	n/a
Ability to set future release dates for tickets.	SUP	Yes
Ability of system to accept adjustments to quantities, ticket open/close dates.	SUP	Yes
Ability to set system to/from/reply emails for ticketholders.	SUP	Yes
Support email and text reminders prior to an event.	FUT	Yes
Support test notifications on waitlists	NSUP	n/a
Support a ticketing confirmation process using email, calendars, and texts.	SUP. CivicRec supports this via email and calendars	Yes
Support the ability of a participant to easily cancel themselves out of attending an event.	NSUP	n/a

MARKETING AND OUTREACH REQUIREMENTS

RESPONSE

INCLUDED IN PRICE
(Yes/NO)

Provide mass email functionality to market to and distribute information to current and past customers, based on filters by interest or past activity.	SUP	Yes
Allow email to be sent directly from within the system to one or many individuals, accounts, companies, etc. in text or HTML with the possibility of attaching documents or photos (integration with a third-party tool is acceptable).	SUP	Yes
Provide the ability to set up subscription lists, whereby customers elect to subscribe to particular mailing or communication groups that are used to send regular email or postal mail communications to customers.	SUP	Yes
Allow both staff and customers to manage subscription lists.	SUP	Yes
Allow customization of mass email style templates.	SUP	Yes
Support templates for the standard production of flyers.	NSUP	n/a
Support a Google-like translation functionality for online publications,	NSUP	n/a
Allow the brochure to be downloaded to allow staff to export activity information with style tags in order to create a brochure in Adobe Creative Suite InDesign. Activity information includes times, facilities, descriptions, pricing, days of week, registration code, age range, and number of weeks.	SUP	Yes
Provide the ability to create mailing labels for specific customer groups.	SUP	Yes
System should provide the ability to send SMS or text messages to mobile devices through a designated group of recipients via the system.	SUP	Yes
Have an automated link from classes and activities to surveys – once a class or activity is completed send a survey.	SUP	Yes

PAYMENTS AND REFUNDS REQUIREMENTS

RESPONSE

INCLUDED IN PRICE
(Yes/NO)

Provide a built-in financial export "engine" allowing financial data export into an external accounting system on a daily basis as well as provide date range options.	SUP. Additional fees apply	See proposal for details
Provide the ability to securely store credit card information for payment plans, and ongoing signups for classes and services, drop in registrations or purchase of supplies	SUP	Yes
Must be able to operate on cash, receivables, or accrual accounting basis.	SUP	Yes
Support deferred revenue accounts for revenues collected, but not recognized until future periods and provides a report that states the deferred amount and date when the revenue will be recognized.	SUP	Yes

Allow deposits to be placed, including a partial payment at time of enrollment or booking and collection of the remaining balance later.	SUP	Yes
Allow collection of payment by cash, check, credit card, gift card/certificate, coupon, scholarship funds, or also "from account" if the customer has a credit balance. Check, part cash, and part may pay "split" payments from account.	SUP	Yes
Allow the transfer of debits or credits to another member in the system.	FUT	n/a
Support robust gift card functionality, allowing users to gift a class or series of classes, or other activities.	NSUP. CivicRec gift card tools are used to gift "funds" that are used for registration.	n/a
Include an accounts receivable system to track customer balances, aging accounts receivable and provide reports for payments due.	SUP	Yes
For mass refund transactions (refunding fees for multiple customers), staff can refund:		
<input type="checkbox"/> Entire activity fee	SUP	Yes
<input type="checkbox"/> Part of the fee	SUP	Yes
Allow incomplete payments and create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, monthly, or quarterly payments.	SUP	Yes
If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, above the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.	SUP	Yes
Provide the ability to post adjustments to the customer's account balance.	SUP	Yes
Ability to produce customer invoices and/or statements with user defined levels of detail.	SUP	Yes
Ability to produce a cash summary sheet that lists payment types and/or denomination amounts so that the front desk staff can specify how much of each payment type or denomination is in the cash drawer at the end of the shift.	SUP	Yes
Allow the ability to track and audit cash summary over/shorts.	SUP	Yes
Display the staff that voided a transaction on the receipt.	SUP	Yes
All "system" and "global" information such as GL accounts, facilities, and seasons are managed and maintained within the same web-based application solution. For example, all G/L accounts can be input and edited/maintained in just one area without requiring duplication.	SUP	Yes
Allow staff to group financial accounts by department and then generate reports to track G/L account information by department.	SUP	Yes
Allow staff to define financial accounts by facility. Staff can then choose to just view the G/L account information for their facility when setting up activities and generating reports.	SUP	Yes
Provide for managing applications for scholarship/financial assistance. This includes the ability to capture customer information, ask qualifying questions, and submit the application for approval.	SUP	Yes
Allow for multiple sources of funds for scholarships or other forms of financial assistance to be tracked and managed separately.	SUP	Yes

Allow scholarship amounts to be managed at the individual level, for example, each child in a family can be associated with a discrete scholarship type of amount.	SUP CivicRec has a scholarship allocation and tracking process that allows scholarship money to be funded and allocated to individuals or households.	Yes
Provide the ability to report on financial assistance / scholarship funds used by customer and by fund.	SUP	Yes
Provide the ability to manage coupon codes – including creation of coupon code, tracking usage, and qualifying usage based on customer, max number of allowable uses, POS item, membership, and class.	SUP	Yes
Ability to issue coupon codes in batch style as well as individually assigned/qualifying.	SUP	Yes
Ability to report usage on coupons.	SUP	Yes
POINT OF SALE (POS) REQUIREMENTS		INCLUDED IN PRICE (Yes/NO)
POS module provides full cash register/point of sale functionality.	SUP	Yes
POS and other modules have access to the same customer account balance.	SUP	Yes
POS is fully integrated with other system modules. (e.g., taking a payment for a program automatically opens the POS module and pulls the balance forward).	SUP	Yes
Provide the ability to track all inventory items, which can be uniquely defined by each division (e.g., Athletics versus Aquatics)	SUP	Yes
Provide the ability to record and track by date, time, and variety of sales transactions.	SUP	Yes
Provide the ability to allow for multiple types of payment, including the following:		
<input type="checkbox"/> Cash	SUP	Yes
<input type="checkbox"/> Checks	SUP	Yes
<input type="checkbox"/> Credit Cards	SUP	Yes
<input type="checkbox"/> Gift Cards	SUP	Yes
<input type="checkbox"/> Pre-loaded Cash Cards	SUP	Yes
<input type="checkbox"/> A combination of the above in the same transaction	SUP	Yes
System generates retail documents, including inventory, budget, supplier information, and consignment information.	NSUP	n/a
Items can be set up as a specific price (PLU) or as an open price (department).	SUP	Yes
System provides customers with itemized receipts.	SUP	Yes
Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.	SUP	Yes
System allows assignment of particular sales to preset keys.	NSUP	n/a
System provides ability to track opening balance of cash drawer.	SUP	Yes
System displays cash transactions including balance owing and change to be returned.	SUP	Yes
Cashiers have the ability to use different terminals in a given day and the transactions specific to a staff member are accumulated as one total for the day. Similarly, the number of staff using a single register is not limited.	SUP	Yes
Support the use of touch screens that can be tailored to fit individual department's usage.	NSUP: CivicRec is browser-based and is meant to work using touchscreen hardware via a browser but cannot be manipulated to fit individual department dashboard needs.	n/a
Support mobile access in the field through tablets.	SUP	Yes
Provide the ability to update programming centrally (e.g. for pricing changes and changes to product mix).	SUP	Yes

Accommodate reporting on a centralized basis (e.g. system- wide totals) as well as on a local basis (e.g. totals for a particular station only). Reporting must also include day and time of sales option.	SUP	Yes
Provide ability to print a detailed transaction record.	SUP	Yes
Provide ability to summarize transactions, payment type, general ledger account, and location.	SUP	Yes
Allow for tracking of non-revenue admissions, i.e., no-fee events.	SUP	Yes
Provide the breakdown of method of payment used.	SUP	Yes
Provide the ability to sell a gift card both at the counter and online with tracking and reporting on all outstanding gift card balances and usage.	NSUP. CivicRec does support the sale of Gift Cards, this service is currently only available in-house but not online.	n/a
Allow for locking cash drawers that automatically open when a particular transaction is completed.	SUP	Yes
Provide the ability to register a drop-in attendance for a single day of an activity through the POS.	SUP	Yes
For activities that allow both regular registrations for entire session and drop-in attendance, the system should provide the ability to tie the drop-in attendance and revenue to the activity revenue and instructor payment due.	SUP	Yes
Allow for the ability to lend equipment and charge for the equipment from within the POS interface.	FUT	n/a
REPORTING REQUIREMENTS		INCLUDED IN PRICE (Yes/NO)
The system should provide a robust report writer to develop customized reports. Report writing should be security enabled so that only users with the proper access can write reports.	n/a. CivicRec provides its own proprietary reporting tools with the ability to customize reports using available filters and field tools	Yes
All reports have the ability to be viewed on screen or output as Excel Spreadsheet, HTML, or PDF files.	SUP	Yes
Provide ad hoc reporting and canned reports for standard business reporting.	SUP	Yes
Provide the availability of customized self-generated reporting or the ability to download the database and utilize third-party reporting tools.	FUT	n/a
Provide staff with user-controlled "selection screens" prior to running each report. Selection screens allow staff to narrow the report specification by choosing only relevant data, such as reporting just for a single room/field, for a single or group of facilities, dates, and times. Report selections of this type may be made either individually, or in combinations.	SUP	Yes
Allow staff to identify "Favorites" or an equivalent. In this area, staff can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the System, all favorites are presented to the specific staff.	NSUP	n/a
System should produce, at a minimum, the following activity reports:		
<input type="checkbox"/> Master report listing all activities, description, dates, times.	SUP	Yes
<input type="checkbox"/> Report listing all activities and all text descriptions, notes.	SUP	Yes
<input type="checkbox"/> Under minimum enrollment report.	SUP	Yes
<input type="checkbox"/> Under maximum report.	SUP	Yes
<input type="checkbox"/> Under minimum enrollment report.	SUP	Yes
<input type="checkbox"/> Under maximum report.	SUP	Yes
<input type="checkbox"/> Full activity report.	SUP	Yes
<input type="checkbox"/> Activity totals and statistics.	SUP	Yes
Ability to produce attendance sheets, which include actual session meeting dates(s) and a capability to "sign in" and "sign out."	SUP	Yes
Ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, e.g. grand total of all enrollments, reservations and membership sales.	SUP	Yes

Ability to produce the following "daily close" reports:			
<input type="checkbox"/> Cash receipt report, listing all receipts processed payment type, and totals.	SUP		Yes
<input type="checkbox"/> Cash distribution summary, showing all payment distributions.	SUP		Yes
<input type="checkbox"/> Account transfer report, showing funds flow among revenue accounts.	SUP		Yes
Ability to produce monthly and yearly reports similar to the daily close reports that can be specified by date range, starting and ending permit numbers.	SUP		Yes
System provides reporting capabilities, allows printing of reports, labels, and generates email lists based upon multiple selection scenarios, such as zip code, gender, area, birthdates and age range.	SUP		Yes
Provide the ability to reprint receipts.	SUP		Yes
Ability to produce net revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by facility, activity, season, category, or revenue account.	SUP		Yes
Ability to produce reports of all charges and payments coming due.	SUP		Yes
Ability to produce refund report, showing all refunds for a specified date range.	SUP		Yes
Allow staff to automatically produce and print weekly instructor schedules.	SUP		Yes
Ability to produce rosters sortable by entry order, name, team name and age, including all of the following options and data elements:			
<input type="checkbox"/> All rosters for a site, category, instructor, or supervisor.	SUP		Yes
<input type="checkbox"/> All rosters for activities starting within a specific date range.	SUP		Yes
<input type="checkbox"/> Multiple roster formats.	SUP		Yes
<input type="checkbox"/> Printed rosters, or mailing labels for participants on a roster.	SUP		Yes
<input type="checkbox"/> Inclusion / exclusion by enrollment type, such as wait list, refunded entries, etc.	SUP: Some detail may require the use of more than one report.		Yes
Allow for emergency phone numbers to be displayed on roster reports.	SUP		Yes
Ability to produce facility usage and availability reports.	SUP: Some detail may require the use of more than one report.		Yes
System produces a reservation master report, including all of the following options and data elements:			
<input type="checkbox"/> All reservations for a specific center.	SUP		Yes
<input type="checkbox"/> All reservations for a specific facility type, such as meeting room or ball field.	SUP		Yes
<input type="checkbox"/> All reservations for a specific date range.	SUP		Yes
<input type="checkbox"/> All reservations for a specific customer.	SUP		Yes
<input type="checkbox"/> Combinations of the above.	SUP		Yes
System will produce a facility event setup report for the maintenance staff, which includes all reservations for a selected date range, and includes setup instructions.	SUP		Yes
TECHNICAL REQUIREMENTS			INCLUDED IN PRICE (Yes/NO)
General Requirements			RESPONSE
The software should be a Software-as-a-Service solution, hosted by the vendor and accessed via a web browser.	SUP		Yes
Software should provide a mobile app where users may also access and perform the same functions as through the web browser.	NSUP: CivicRec provides an interface via web browser for mobile users. It is not necessary for residents to download an app to experience a pleasant and consistent experience with CivicRec.		Yes
The system should support real time on-line updates as the primary processing mode.	SUP		Yes

The system should provide the ability to selectively archive system data based on a user-defined number of years or other user-defined criteria. The archived data should be able to be accessed via another medium, such as direct file download. All data must be housed within the United States.	SUP	Yes
The system should use common master files across all functional modules, i.e., Activity Registration and Membership should share a single customer file.	SUP	Yes
The system database should allow access by API calls.	SUP	Yes
The system should contain a date/time entry stamp and user information reflecting an audit trail on every data element.	SUP	Yes
The system should utilize standard Internet connections and TCP/IP protocol to access all user interfaces	SUP	Yes
The system's access must be available from any location by a web browser or mobile app.	SUP, via web browser	Yes
The system should provide encryption of data using 3DES standards at a minimum.	Passwords are encrypted using one way SHA encryption. Transmissions are encrypted using SSL.	Yes
Software should be OS agnostic but primarily able to be run on Windows 10 computers.	SUP	Yes
The system should contain toolsets to accommodate the following:		
<input type="checkbox"/> Archiving/purging of data that can be set to match the City's record retention schedules	SUP	Yes
<input type="checkbox"/> Database maintenance	CivicRec is a SaaS	Yes
<input type="checkbox"/> End-user interface design	CivicRec provides a custom user experience based on the current sites the public utilizes to interact with the City.	Yes
<input type="checkbox"/> System security		
The proposed solution should handle the following scenarios automatically by the vendor:		
<input type="checkbox"/> Backup management	SUP	Yes
<input type="checkbox"/> Multiple monitoring sessions	SUP	Yes
<input type="checkbox"/> Performance monitoring (application and system)	SUP	Yes
<input type="checkbox"/> Ability to monitor executing jobs	SUP	Yes
<input type="checkbox"/> Database optimization	SUP	Yes
The system should not use any proprietary fundamental components (e.g.: vendor's proprietary programming language or DBMS.).	SUP	Yes
The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels.	SUP	Yes
The system should enable the client to enter organization- specific values in coding fields (i.e., lookup tables). These and other user configurations should be preserved around software updates. (Product upgrades/software releases should not overwrite client-specific coded data or configurations.)	SUP. CivicRec provides tools for creating some custom user fields as defined by the client. In most cases CivicRec is table-driven and clients do not have the ability to make those changes on their own.	Yes
The system should allow on-line search capabilities based on any field or any combination of fields.	SUP	Yes
System Help	SUP	
The system's on-line help should be available at the system, function, screen, and field level.	SUP	Yes
The system's on-line help/documentation should be updated with each new version release.		
The system's on-line help should provide an index and search capability.	SUP	Yes
The system's on-line help should be context sensitive.		
The vendor's support site should contain a knowledge-base where users can access system related reference material and documentation.		
The vendor's support site should contain complete and up- to-date manuals for all system modules and functionalities. The manuals should be available for all available versions of the software and should be able to be reproduced if required to distribute to multiple staff members.	SUP	Yes

The vendor's support site should contain a complete data dictionary for all system tables and data fields.	NSUP	n/a
The system's error messages should be integrated with online help functions, allowing the data entry person to be able to click on an error message and open the online help document to the appropriate section.	NSUP This is currently a search tool within CivicRec Help Center.	n/a
<u>General Integration/Compatibility Section</u>		
The system should provide full integration with standard the productivity software package Microsoft Office 365 Pro Plus Edition including applications such as Word, Excel and Adobe Acrobat. This includes the ability to import or export data directly into these desktop applications.	NSUP While CivicRec does provide users with the ability to leverage these tools, there is not currently an integration with MS Office Suite.	n/a
The system should support any browser such as Microsoft Internet Explorer 11 or higher, Microsoft Edge, Mozilla Firefox and/or Google Chrome browsers.	SUP	Yes
The system should support data-transfer via flat files (e.g., ASCII, variable and/or fixed length, comma-delimited, etc.) or preferably API calls.	SUP. Some restrictions may apply based on the City's intended functionality.	Yes
The system should provide the ability to interface or integrate with Windows Active Directory and/or Azure Active Directory support a single user sign on if on a Windows system. This should include the ability to use Active Directory if the user is present, while at the same time allow other users who may not be found in Active Directory.	SUP. Please see proposal for additional details	Yes
The system should have the ability to interface or integrate with Microsoft Exchange Online to utilize the email and calendar functions with the applications.	NSUP	n/a
The system should provide Microsoft Add-In capabilities.	NSUP	n/a
<u>User Interface</u>		
The system should provide the ability to configure screens/windows per user role and hide any fields not needed.	SUP	Yes
The system should provide the ability to AutoFill based on a related field (i.e. auto completion of one field based on prior data entry).	SUP	Yes
The system should provide data validation by providing error messages immediately after each field is entered, rather than waiting until the entire screen, record or transaction is finished. (Account number, vendor ID, etc.)	NSUP	n/a
The system should provide a user-defined executive dashboard (financial information, key performance indicators, etc.) based on user profile.	FUT	n/a
The system should provide the capability for creating "favorites" or shortcuts to frequently used screens and reports.	SUP. This is currently only supported for reporting tools.	Yes
The system's controlled values should be available in a drop down boxes or popup windows.	SUP. Drop down boxes when available	Yes
System error messages should appear in a consistent format across all system modules and should be customizable.	SUP, but not customizable by clients	Yes
The system should provide the ability to create new items by copying existing items.	SUP	Yes
The system should provide cut and paste capabilities to move data from field to field.	SUP	Yes
The system should have a built in calendar allowing adjustments in processing and transaction dates for holidays, weekends, etc.	SUP	Yes
The system should provide the ability to send broadcast message by specified users to users at any time, as well as messages that are displayed at login.	SUP	Yes

The system should provide the capability to store, retrieve, display and print imaged documents. The solution must provide the capability to receive scanned documents from document scanners having industry-standard connection protocols (SCI, TCP/IP, etc.).		FUT	n/a
The system should be able to accept scanned or electronic documents in any format (pdf, xlsx, docx) and link them to a data record.		FUT	n/a
The system should provide transaction logging or journalizing at the data base level. The system should be able to be recover all on-line transactions from the transaction log.		SUP	Yes
The system should provide migration paths for new fields during software upgrades.		SUP	Yes
The system should allow for mass updates to certain fields.		SUP	Yes
The system should provide active notifications based on specific events and conditions.		SUP	Yes
The system should provide efficient application level load- balancing functionality.		SUP	Yes
The system should provide the use of digitized signatures in order to print electronic signatures.		SUP	Yes
The system should allow for the definition of default printers for each user.		NSUP. This isn't supported at the user level	n/a
System Security			
The system should track the use of the system by authorized users.		SUP	
The system should have the ability to report attempts by unauthorized users to use the system.		Please see additional information regarding CivicRec DataCenters in attached proposal	
The system should have the ability to suspend after "x" attempts to access the system with an incorrect password if authentication is internal to the system.		This may be a functionality provided through our IdP Integration capability. We will need additional discussion with the City to define actual needs.	
The system should have the ability to copy a security profile.		SUP	
The system should provide e-commerce security including customer authentication and encryption to protect customer data.		SUP. Some restrictions apply based on merchant selected by the City.	
The system's e-commerce capabilities should be PCI- compliant.		SUP. Some restrictions apply based on merchant selected by the City.	
The system should support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.		SUP	Yes
The system should have the ability to define user access based on:			
<input type="checkbox"/> Departments/Organizations		SUP	Yes
<input type="checkbox"/> Roles		SUP	Yes
<input type="checkbox"/> Individuals		SUP	Yes
<input type="checkbox"/> Application		SUP	Yes
<input type="checkbox"/> IP address		NSUP. This isn't supported at the user level.	n/a
<input type="checkbox"/> Report		SUP	Yes
<input type="checkbox"/> Screen		SUP	Yes
The system should have the ability to define user access based on:			
<input type="checkbox"/> Databases		NSUP	n/a
<input type="checkbox"/> Tables		NSUP	n/a
<input type="checkbox"/> Documents		NSUP	n/a
<input type="checkbox"/> Data Elements		NSUP	n/a
The system should have the ability to define and lookup a user based on:			
<input type="checkbox"/> User Name		SUP	Yes
<input type="checkbox"/> Role		NSUP	n/a
<input type="checkbox"/> Organization Name/Number		SUP	Yes
<input type="checkbox"/> Date user was created		SUP	Yes

<input type="checkbox"/> Last login		SUP	Yes
The system should allow users to review security transaction history in a report.			
The system should be able to automatically sign a dormant user off of the system after a user-defined time period.		SUP	Yes
The system should provide the ability to configure User ID/password rules such as length, alpha/numeric, upper/lower case, password definition and expiration period.		SUP	Yes
The system should provide ability to view or obtain security reports showing:		SUP--all but expiration period	Yes
<input type="checkbox"/> Security breaches or attempts		Some may require CivicRec staff to provide information, but all of these requirements are available for CivicRec clients.	Yes
<input type="checkbox"/> Authorized system use			
<input type="checkbox"/> Changes to security profiles			
<input type="checkbox"/> Security snapshot on a specific time period specified by the user			

RFP 19-0205WY Recreation Services Management Software
Evaluation Summary Sheet

Vendor	Consensus Proposal Score	Presentation Score	TOTAL (out of 2000 possible points)
CivicPlus	825	878.34	1703.34
Active Network	680	853.33	1533.33
US eDirect	680	651.66	1331.66

**RFP 19-0205WY Recreation Services Management Software
Concensus Proposal Evaluation Sheet**

			Evaluator to enter a number from 0 to 10 in the white cells			
<u>Evaluation Criteria per RFP (scale 0 to 10)</u>			<u>Active Network. LLC</u>	<u>CivicPlus. LLC</u>	<u>US eDirect</u>	<u>Vermont Systems, Inc.</u>
Qualifications of Firm	Weight	Weighted Score	270.00	270.00	240.00	210.00
Strength, stability, experience and technical competence of the firm and sub-consultants (if any) – the City reserves the right to request specific sub-consultants for certain portions of the project; Logic of project organization; Adequacy of labor and resource committed to the project.	30	300	9.00	9.00	8.00	7.00
Qualifications and Experience of Personnel			225.00	270.00	240.00	210.00
Qualifications, education, and experience of project staff; Key Personnel's level of involvement in performing related work. Experience in providing services similar to those requested herein; Experience working with public agencies; Client references	30	300	7.50	9.00	8.00	7.00
Completeness and Timeliness of Response			65.00	90.00	50.00	70.00
Completeness of response in accordance with RFP instructions; Has not taken exceptions to or deviations from the RFP requirements; Inclusion of required licenses and certifications of firm and key personnel performing the project.	10	100	6.50	9.00	5.00	7.00
Competitive Cost and Price			120.00	195.00	150.00	150.00
Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received; adequacy of the data in support of figures quotes; basis on which prices are quoted. Increments	30	300	4.00	6.50	5.00	5.00

Qualifications of Firm	270.00	270.00	240.00	210.00
Qualifications and Experience of Personnel	225.00	270.00	240.00	210.00
Completeness and Timeliness of Response	65.00	90.00	50.00	70.00
Competitive Cost and Price	120.00	195.00	150.00	150.00
TOTAL WEIGHTED SCORE	680.00	825.00	680.00	640.00

Criteria/Senario	Detail	Weight	Weighted Score	ACTIVE Network, LLC	CivicPlus, LLC	US eDirect
Activity Registration	<p>Mylecia (staff) is at the community center helping Sheila (parent) register her son Sean in a tennis class. One-week later, she calls asking for a refund.</p> <ul style="list-style-type: none"> - Class registration example - Input new client (child) with parent (payee) - Merchant and/or transaction fees passed to customer - Refund example with handling fees applies - Facility booking integration - Example of PCI compliance 	10	100	83.33	90	68.33
Administrative Functions	<p>Daisy oversees the City's Contract Class program. She's preparing for the fall season and need to enter a new toddler line dancing class. Cowboy boots are required for participation. Daisy needs to make sure this message is clear to the public necessary.</p> <ul style="list-style-type: none"> - Activity creation - Brochure export data - Receipt notes - Communications tools (bulk email, callback, etc.) 	10	100	86.67	86.67	78.33
Customer Interface	<p>Michele is a parent who prefers to do everything herself. She would like to use the City's software to register her son, Milo, for recreational class.</p> <ul style="list-style-type: none"> - Ease of use and navigation - Simple activity registration example - Account creation and management - Checkout - Simple easy to understand email receipts 	10	100	78.33	88.33	68.33
Customer Management	<p>Martha (staff) is helping an afterschool Kids Club parent by the name of David who needs to change his address and pay a balance due. Martha notices an alert indicating that staff should not accept checks from David. David said he will go home and pay by card but forgot what his login is for the City's registration software.</p> <ul style="list-style-type: none"> - Interface - Account notes and alerts - Balance due - Password reset 	10	100	83.33	91.67	66.67
Facility Booking and Reservations	<p>Jorge handles the City's facilities. Today, he needs to show resident, Janelle, how she can book her picnic shelter online. Later he needs to reserve a conference room with hourly fees for a local non-profit and then add a new room to an existing facility.</p> <ul style="list-style-type: none"> - Simple facility booking example (i.e. park permit) - Calendar view & Room reservation (non-monetary) - Fee setup & Permit notes - Accounts payable / invoicing - Online park permit reservation / is the customer able to see availability? - Overlap" or suggested booking for adjacent/shared facilities - Equipment inventory (chairs, tables, av, etc.) - Adding Facilities" 	10	100	86.67	90	68.33
Financial	<p>Clarabelle is the Department's financial wizard. She needs to prepare the drop from the previous day, the tennis instructors' monthly payment, void a same day transaction, and use point of sale to make a donation.</p> <ul style="list-style-type: none"> - End of day report with GL - GL account number management - Instructor payment - Transaction void - Point of Sale Transaction without transaction fees 	10	100	83.33	81.67	75
Internal System Interface	<p>Today is Mylecia's first day at the registration desk, please provide an overview of the product and its interface.</p> <ul style="list-style-type: none"> - Ease of use and navigation - Attractive interface - Intuitive design - Responsiveness - Utility and customization features - Admin menus 	10	100	85	93.33	70
League Management	<p>Charlene (staff) is excited to offer a new Adult Basketball League to the community. She needs to know how she can use the software to register participants and schedule games. She wonders if there are any other benefits to using this tool.</p> <ul style="list-style-type: none"> - Interface - Scheduling - Facility integration 	10	100	76.67	96.67	10
Membership Tools	<p>Rupert is in charge of the Senior Center. Greta is a new participant that just moved to town and needs to sign up and learn how to check-in. Later that day, Rupert's boss wants to know how many people came to the Senior Center.</p> <ul style="list-style-type: none"> - Interface - Enrollment - Management - Check-in / Check-out Process - Reporting 	10	100	95	75	66.67
Reports	<p>Anastasia is the Department's Analyst. She wants to know how many people signed up for a specific tennis class. While she's thinking about it, she is curious to know how many people participate in tennis monthly, annually, and how much revenue the program brings in. She would also like to know what other customer reports she could prepare with the software.</p> <ul style="list-style-type: none"> - Roster - Participation - Revenue - Custom reports 	10	100	95	85	80
Total				853.33	878.34	651.66

**CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS, LLC
(SOFTWARE LICENSING, IMPLEMENTATION, AND TRAINING – RECREATION
SERVICES MANAGEMENT SOFTWARE)**

1. PARTIES AND DATE.

This Agreement is made and entered into this September 18th, 2019 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and CivicPlus, LLC, a Kansas Corporation with its principal place of business at 302 S. 4th Street, Suite 500, Manhattan, KS 66502 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Software Licensing, Implementation, and Training** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **RFP 19-025WY Recreation Services Management Software** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Software Licensing, Implementation, and Training** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **September 18, 2019 to June 30, 2021** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement

one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: CivicRec Implementation Consultant.

3.2.5 City's Representative. The City hereby designates Library and Recreation Director, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates CivicRec Implementation Consultant., or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers,

employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 minimum per claim or occurrence or \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.4 Cyber Liability. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Software Subscription Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.5 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection

therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.6 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.7 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.9 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.9 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.10 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.11 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.12 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.32 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, and upon 30 days written notice to Consultant, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations (“DIR”) has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed the following: (A) for Initial Term, fiscal year ending June 30, 2020, Thirty Three Thousand Four Hundred Seventy Two Dollars (\$33,472); (B) for Year 2, fiscal year ending June 30, 2021, Fifteen Thousand Five Hundred Seven Dollars (\$15,507); (C) for Year 3, fiscal year ending June 30, 2022, Fifteen Thousand Five Hundred Seven Dollars (\$15,507) (“Annual Renewal Fees”) (“Total Compensation”), without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City, invoices for “Implementation and Annual Licensing Fees” and “Annual License Renewal Fees” in accordance with the schedules provided for in Exhibit “C” (Compensation). The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall,

within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Client Content and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. Client will own and be responsible for all Client Data. Client has full access to Client Data and may scrub at any time and retrieve any Client Data. Unnecessary to make it required of CivicPlus to obtain and deliver any Client Data. Any and all website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Client Content") shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. In no event will Client own any intellectual property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client license is subject to the following limitations: Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. CivicPlus will retain title to all intellectual property, trade secrets, ideas and concepts, know-how, methods, techniques, templates and computer software conceived, developed or reduces to practice by CivicPlus prior to, independent of or during this Agreement and Client will have no ownership interest therein. Provided Client complies with the terms and conditions of this Section 3.4 and the relevant SOW, CivicPlus hereby grants Client a limited,

nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Client Content the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Client Content. Consultant makes no such representation and warranty in regard to Client Content which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Customer Content or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Customer Content on any project other than this Project, it shall remove the Consultant's seal from the Customer Content and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Customer Content on such other project. Consultant shall be responsible and liable for its Customer Content, pursuant to the terms of this Agreement, only with respect to the condition of the Customer Content at the time they are provided to the City upon completion of the project at time of launch. Consultant shall not be responsible or liable for any revisions to the Customer Content made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Client Content, including any method, process, product, or concept specified or depicted.

3.5.4.1 Intellectual Property. Consultant will indemnify and hold Indemnified Parties harmless from and against any Claims arising out of or in connection with any claim that the Software infringes or violates any intellectual property right of any third party; provided, however, that the City promptly notifies Consultant of the Claim and gives Consultant control of the defense of the Claim and negotiations for its settlement or compromise. If a final judgment prohibits the City from continued use of any Software, or if at any time Consultant is of the opinion that any Software is likely to become the subject of a claim, Consultant shall: (a) obtain for the City the right to use the Software; or (b) replace or modify such Software so that it is no longer subject to the Claim but performs the same functions in an equivalent manner as determined by the City. Consultant will have no liability for any Claim based on (i) use of other than a current release of the Software (if the Claim could have been avoided by that release and if Consultant had notified the City in advance of Claim of the potential infringement); or (ii) any modifications of

the Software not approved by Consultant. Consultant may not settle any infringement claim that will affect the City's use of the Software without the City's prior written consent, which consent may be withheld for any reason. Consultant shall not have the right to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to, or admission or acknowledgement of any wrongdoing (whether in tort or otherwise) on the part of the City. The City retains the right to participate in any such claim with counsel designated by the City at the City's expense.

3.5.5 Confidentiality. All Client Content, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Client Content shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Client Content to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

CivicPlus
302 S. 4th Street, Suite 500
Manhattan, KS 66502
Attn: Contract Manager

City:

Library and Recreation Department
City of Corona
400 South Vicentia Avenue, Suit
Corona, CA 92882
Attn: David Montgomery-Scott

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all third party claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement, notwithstanding the foregoing, Consultant will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of City.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take

any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

[SIGNATURES ON NEXT 2 PAGES]

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS, LLC
(SOFTWARE IMPLEMENTATION AND TRAINING – RECREATION SERVICES
MANAGEMENT SOFTWARE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____
David Montgomery-Scott
Library and Recreation Services Director

By: _____
Jason Lass
Recreation Services Manager


Reviewed: _____
Cita Longworth
Purchasing Manager

Attest: _____
Sylvia Edwards
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS, LLC
(SOFTWARE IMPLEMENTATION AND TRAINING – RECREATION SERVICES
MANAGEMENT SOFTWARE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CivicPlus, LLC
a Kansas Corporation

By: 
A8EB124089E6489...
Brian Rempe
President

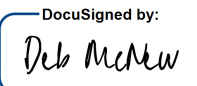
By: 
4763D55822EF4A0...
Deb McNew
Secretary

EXHIBIT “A” SCOPE OF SERVICES

The overall objectives for this project are to:

- Implement a long-term cost-effective solution that meets all the key components of the existing product.
- Enhance customer relations while continuing to offer customers flexibility in registration processing
- Reduce manual processes to increase Staff productivity
- Improve integration between applications and other systems in use noted below.
- Improve system users’ ability to interact with the City
- Provide customers with an easy to use, cost-effective, online portal for all their recreation needs
- Leverage emerging technology including biometrics, mobile devices, and “apps.”
- Use mobile scanning, enrollment, and rosters (classes, leagues, and point of sale)
- Improve online facility scheduling for customers
- Improve attendance and demographic reporting
- Utilize marketing tools and enhance the outbound customer communications
- Provide ease of use and access to customized reporting

The Consultant shall provide the Recreation Management Software and all services necessary to fully implement the product, including adequate training and post-implementation user support.

Background

The City offers and has created numerous programs and services that are offered to its residential population of over 160,000. The program and service categories are as follows:

- Accounting of sales items (export data/print outs for City financial software by account numbers or codes)
- Adaptive Recreation (classes and events)
- Aquatics (memberships, classes, and private lessons)
- Athletics (sports fields, sports leagues, and rentals)
- Basic database tracking and online registration
- Contract Classes (registration, fees, and instructor payments)
- Facility Reservations
- Kids Club (afterschool care, summer camp, and break camps)
- Library
- Parks and Recreation registrations (for camps, classes, rentals, and recreation services)
- Seniors (Memberships, classes, rentals, trips, and point of sale)

Scope of Services

The Consultant and its software shall meet these key areas:

- Activity Registration
- Customer Management
- Facility Availability and Reservations

- Membership Management
- Sports Leagues
- Instructor Management
- Volunteer Management
- Marketing and Outreach
- Payments and Refunds
- Transaction and Merchant Fees
- Point of Sale
- Reporting

Consultant shall provide guidance, on an as-requested basis, hardware requirements that may work to enhance the Software. This may include point of sale devices, badge/card readers, biometric devices, etc.

Consultant shall provide detailed software implementation timeline to achieve the City's goal of a March 1, 2020 "go-live" date. The implementation methodology should include, at a minimum, the following tasks:

- Project Management Services
- Implementation Planning
- Initial Training of Project Team including "Power Users" for "Train the Trainer" purposes
- Software Configuration
- Testing Approach
- Training Plan
- Regular software updates, improvements, and expansion
- Documentation
- Final Deployment and Go Live Support

Scope of Work Requirements

The City has identified the requirements below as being key components of the new software.

Training, Setup and Technical Support

Consultant shall provide training in the use of the software, assist with the setup procedures to establish a new workable database, and provide support for any reasonable technical assistance requests in a timely manner. Including updates, modules, expansion, etc.

Activity Registration

Consultant shall assist with the City's uses of a distributed approach for course and activity management. Each park or facility supports all the functions including activity setup, registration, waitlist management, payments, instructor assignment and management, attendance, facility scheduling, etc.

Customer Management

Consultants system shall manage the profiles of the City's 50,000+ customers and 800 organization records as described in the technical specifications table.

Facility Booking and Reservations

Consultant software shall assist the City rooms rentals and rental spaces in facilities, picnic shelters, and other designated areas. Each facility controls their specific indoor and outdoor rental locations. Administrative staff may schedule or access data remotely.

Memberships

Consultant software shall track participation, attendance, and facility security in all program areas.

Sports Leagues

Consultant software shall offer a Sports League module where Staff can, at a minimum, prepare team schedules and field scheduling.

Instructor Management

Consultant software shall provide access to contract class instructors allowing them to view their scope of services and method of compensation.

Volunteer Management

Consultant software shall allow volunteer classification as described in the technical specifications table.

Marketing and Outreach

Consultant software shall allow the City to use email and SMS text messaging services to inform participants for important notifications, reminders, and marketing purposes. Software shall allow for data to be exported for direct CSV format for recreation guide, and other data collection purposes.

Payments and Refunds

Consultant software shall allow for cash payment record keeping and refund in the payment method they were received, with the exception of cash, which can be reimbursed by check.

Point of Sale

Consultant software's Point of Sale (POS) module shall be used for the sales of membership, drop-in services, or merchandise through the City that are not available online.

Reporting

Consultant software shall provide user-friendly reporting such as financial reports, usage reports, participation reports, etc.

QTY	Product Name	DESCRIPTION
-----	--------------	-------------

1.00	CivicRec Premium	Premium Package -Project Coordination -Branded Public Portal -16 hours Virtual Training- delivered in 2 hour blocks -Help Center Access - Access to Live Project Support -Named Implementation Consultant -4 Hours Virtual Consultation
4.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	CivicRec Annual Fee	CivicRec Annual Fee
1.00	ADFS Annual Fee	ADFS Annual Fee
1.00	ADFS Implementation Fee	ADFS - Includes 10 Hours of Setup
1.00	Approved Payment Gateway	Approved Payment Gateway
1.00	Approved Payment Gateway Annual Fee	Approved Payment Gateway Annual Fee
1.00	Memberships/Passes Import	Memberships/Passes Import
1.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	2 Day On-Site Training	2 Day On-Site Training Package
2.00	On-Site Training Fee	On-Site Training Fee
3.00	Travel Days	On-Site Days

[REMAINDER OF PAGE INTENTIONALLY BLANK]

TECHNICAL SPECIFICATIONS

[SEE NEXT 17 PAGES]

CURRENT OFFERINGS

SERVICE LEVEL REQUIREMENTS

Training

- In-depth training for City’s software administrators.
- On-going complimentary training provided for the duration of the agreement
- Release note available to the City for current and future software updates

Setup

- Implementation support to ensure a successful January 2020 “go-live” date.
- Availability of a trainer or sandbox mode to test the software without impacting other system users or customers.

Technical Support

- 24/7 customer support.
- Ability to make product enhancement requests for future releases

REGISTRATION REQUIREMENTS

Registration Program Structure

- Use intuitive navigation and interfaces for easy-to-use enrollment, activity building, and basic functions.
- Ability to create the program for different divisions and sub-sections.
- Provide a catalog export capability with the option to personalize and edit the computer-generated brochure.
- Allow for auto-booking of a facility as the class schedule is built.
- Provide links from the online course catalog.
- Allow for establishing classes with maximum and minimum registrations with the ability to change them as necessary.
- Provide the ability to rollover classes from one session to the next (e.g., rollover the Preschool class from session 1 to session 2).
- Allow for key dates per class to be set such as cut-off dates, withdrawal dates, and waitlist cut-offs.
- Set time limits for early bird registration price with later start date when the regular price is in effect.
- Provide attendance tracking on all classes and activities.
- Allow for the creation of pre-assigned payment schedules that can be attached to a class.
- Ability to set fees as desired for each class including no fees or transport only fees.
- Ability to report on all aspects of the class and related fees, including resident, non-resident, as well as related withdrawal fees.

Registration Enrollment

- Allow for online registration and in-person front desk registration.
- All program registration features must be available online for customers to perform all registration tasks ontheir own.
- Allow users to access the online catalog of classes and link directly to the class they wish to enroll in.
- Allow users to easily enroll in multiple sessions of classes, such as summer camp sessions, without treating each session as a separate class.
- Allow for priority online registration scheduling options.
- Allow the customer to access their Family Calendar to show who is registered when/where.
- Ability to link and un-link any clients – such as families or organizations.
- Ability for registrant to add an individual(s) to a waitlist and be automatically notified when they are accepted into the class.
- Allow for emergency contacts to be entered at the time of registration or later to their profile.
- Provide registration prompts that can be set by class (e.g., shirt size, special accommodations, allergies, etc.) both drop down menus and/or fill in.

- Provide detailed record tracking on all registrations by class including:
 - Participants with attendance records.
 - Cancelled classes.
 - Who withdrew from the class when.
- Provide ability to access class lists with current and past enrollments (who was enrolled in this class previous sessions).
- Allow for online registration for a specific class (e.g., Library’ Story Time) to be time specific for start and have ability to cut off the registration at a certain time.
- Provide options to cut-off a waitlist.
- Allow for online registration for no-fee classes or activities.
- Provide tracking of “drop-in” activities along with the total number of spots reserved for drop-ins.
- Allow for signature capture at the time of enrollment for liability waiver:
 - Online, provide ability to designate their electronic signature, through initial capture or other method.
- For online registration, once class is registered for, allow link to Outlook or iCal to add class time to calendar with address or link to Google Maps.
- Provide mechanism for user reviews (such as Yelp and/or City created for testimonials)
- Provide the ability to view a sample class (such as a YouTube or Vine video) directly from the catalog e.g., a hyperlink in the catalog to these tools.
- After the class is completed automatically:
 - Send an email survey to participants.

Registration Payment

- Allow for these specific types of payments, whether at the desk, online, or mobile: (also the ability to utilize credit on account or add credit to account):
 - Credit Cards
 - Checks
 - Debit Cards
 - Gift Cards
 - Scholarship Payments
- Ensure that all donation or scholarship payments are processed without a service charge.
- Track scholarship usage by participant and/or family.
- Ensure that all the different fees (as noted in the above sample) have their own unique general ledger account.
- Ensure that each fee category is tied to related attendance or usage statistics.
- Provide “shopping cart” payment functionality, allowing a customer to add multiple classes to their cart and reserve their spot in a class until the entire shopping cart is paid for.
- Ability to attach enrollment fee to registration per participant/transaction NOT per CLASS (e.g., Participant registers for Fab 4&5, Ready Readers and Letter Learners and will be charged \$40 enrollment fee one timevs. \$40 per class)
- Allow for automatic proration of fees at registration or withdrawal of class based on user-defined parameters.
- Provide the ability to attach extra fees to a course such as withdrawal, refund, late pickup, etc.
- Allow registrant to have the option to utilize pre-assigned payment schedules or pay in full.
- Ability to set up Auto Pay for registrant.
- Allow staff to establish payment plans for registrants to choose and utilize online.
- Provide ability to automatically generate an invoice byemail when payments are due based on user defined parameters
- Provide ability to print the payment schedule (if applied) on receipts.
- Ability to email receipts to participant.
- Allow a variety of discounts to be applied at the time of online registration:
 - Registrant uses a coupon code unique to them that provides a percentage discount.

- System automatically recognizes registration involves sibling and provides a discount.
- System automatically recognizes that multiple classes are being registered and applies a discount.
- Provide tools to conduct easy reconciliation audits of payment drawers whether at the office or in the field.

CUSTOMER MANAGEMENT REQUIREMENTS

When customer does not have an existing account, the system offers the following online options:

- Option to create an account and have it immediately available for use.
- Option for the system to auto-create a password for an account for online access. The password will be included in the account creation confirmation sent automatically by email.

Provide tools for staff to assist in identifying, consolidating, and merging duplicate customer records.

Provide functionality to validate residency based on street address (recognizing that proof of residency will still be required).

Provide the ability for employees to highlight and access “alerts” on customers for key information (allergies, restrictions, etc.) across all modules.

Allow staff to decide what their customers see and are able to perform on the public access side.

Provide functionality that associates related customer records as families, households, companies, or organizations. Customers should be able to access information or perform actions in the system for other customers who are associated through this relationship (e.g. a customer signing up family members for programs).

Provide the ability to view and print their family schedule, including links to activity information (both printable calendar and iCal export)

Provide the ability to view online and print the following items from a Customer’s account:

- Financial transactions and account balance
- Payments made to their account
- Previous transactions
- Transactions that require attention
- Scholarship information

Provide the ability to change their address and personal information.

Provide the ability to change information about their family members as well as add a new family member.

Allow a customer identification photo to be stored against the customer’s account.

Provide document storage for items such as proof of residency, waivers, insurance, medical forms, etc. to be stored against a customer’s account.

Provide “tickler” or expiration date and reminder functionality for things like insurance, business license, medical forms etc.

FACILITY BOOKING AND RESERVATION REQUIREMENTS

Provide for key facility data fields to include all of the following elements:

- Facility name
- Room/field name
- Facility type
- Opening and closing times for each day of the week
- Overlapping facilities (joint soccer field and baseball field, two meeting rooms within a larger room)
- Facility notes
- Individual “skip dates” for the specified facility
- Default permit disclaimer to use
- Minimum reservation time, in minutes
- Denotation of facility hours

- Allow staff entry and management of multiple rooms, facility types, and facilities.
- Provide ability to set the structure of the facility to include child facility linked to parent facility.
- Provide the ability to handle pool reservations at various levels, for example lanes 2, 4, 6, one-third of the pool, etc.
- Provide default charges and different fee schedules to be entered for facility types, event types, customer types and specific days and time of the week, and allow individual / unique charges down to the individual facility level.
- Allow for the following types of reservations:
 - One time - one day
 - Multiple day
 - Repeating pattern
 - Internal use
 - Specific activity
 - League
- Support approval workflow for applications, routing to correct staff based on type of event.
- Allow multiple facilities to be rented by a single customer in one-step, without requiring multiple permits or duplicate data entry.
- Allow for cloning of reservations for annual renters/customers.
- Allow for holds on facilities for servicing or maintenance that is clearly visible to staff.
- Provide staff the ability to configure an on-screen scheduling calendar to view any number of facilities at once and by day, by week, or by month. The defaults, which control the date, display time increment, facility, and starting display time (to appear in the scheduling calendar when it is first displayed), can be controlled and set by staff.
- Allow entry by staff of “standard” setup instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, system will allow attachment of standard setup instructions, and allow entry of specialized or custom setup instructions.
- Automatically detect and alert staff if a facility is unavailable due to a conflict. Examples of this are as follows: if the soccer field is being used during the time that sprinklers are scheduled to go off thereby making the ball field unavailable for that same time, a large event at another location will cause there to be no parking for a next-door activity.
- Allow Client access to key facility data online to include at a minimum:
 - Interactive Map
 - Layout Options – room to scale drawings
 - Availability of Facilities/Rooms
 - Pictures of amenities
 - Video clips of rooms and venues
- Provide the ability for customers to request a reservation online, but then is pended until accepted or rejected by staff. This should occur prior to accepting payment from the customer.
- Provide a mechanism, such as a booking grid, to easily see all facility/room options available for an event across facilities and locations.
- Provide the ability to notify a customer/ staff if they attempt to reserve for the following situations:
 - For a facility that has already been scheduled for that date and time
 - If the requested date and time conflicts with a “global” date restriction
 - For a room/field of a larger facility that is reserved for a larger event
 - For a facility that has a conflicting “individual” date or time restriction
- Provide the ability to list another party as the event contact other than the customer, for example: an event planner. In this case the event planner is the actual contact

MEMBERSHIP REQUIREMENTS

- Membership records should include the following data elements at a minimum:
 - Membership name.

- User defined levels of membership fees.
 - Discounts.
 - Maximum number of uses in user defined intervals.
 - Duration (in days).
 - Maximum number of passes.
 - Ending date.
 - Package description.
 - Special notes.
- Provide the ability to sell memberships with specific terms, including weekly, monthly, quarterly, or annually.
- Track revenue by each membership type, broken down by individual fee charged, income refunds, and netrevenue.
- Allow a membership to be “suspended” for a definable period of time. During the suspension period, the membership will not validate but will automatically become active once the suspension period has passed.
- Provide various ways to check membership status such as:
- Bar code scanning and magnetic stripe scanning.
 - Manual keyboard member ID.
- Support the ability to create customizable membership cards with photos and bar code labels and mag- stripes.
- Support the ability for in-house printing of membership cards.
- At the time the membership card is scanned by the bar code reader or mag- stripe, or biometric verification is used, automatically verify the card to be valid, and update the member’s attendance record at the same time.
- Provide an audio cue if a membership card or biometric validation is scanned that is invalid.
- Allow members to have more than one membership card. Specific cards can be issued for different membership packages with customized pas requirements. Alternatively, a single card can be set up to host more than one membership package.
- Provide ability for membership pass to automatically renew.
- Allow memberships to be used as discounts and integrate discount into POS functionality.
- Allow customers to search and view membership package status information online.
- Provide the ability for customers to purchase and renew membership packages online.

SPORTS LEAGUE REQUIREMENTS

- Support team registration and payment options online.
- Support detailed league information to be displayed online including league and team schedules, game times and dates, game locations, and posted game scores and standings.
- Ability to “roll-over” leagues from session to session.
- Ability to switch home and away for back-to-back games.
- Ability to balance the league games based on times, location and home games versus away games.
- Ability to register participants as team or individuals.
- Allow customers to sign up individually or as a team online.
- Ability to reserve facilities for the specific use of league play and have the option to release those facilities ifnot required.
- Ability to enter and update scores online.
- Ability to modify any date without having to cancel the whole schedule.
- System has the ability to auto-fill the next bracket as games are completed in a tournament.
- Teams and individuals are able to be waitlisted for specific leagues.
- Ability to allocate practice facilities and times.
- System offers the option to print ID cards so officials can check at the beginning of each game.

System can separate league registration from league management.

INSTRUCTOR MANAGEMENT REQUIREMENTS

Provide an Instructors Database containing full details on each instructor including a full profile and their photo:

- Instructor name, address, phone number(s), emails address.
- Designation as volunteer or instructor.
- Default type of payment, including fixed fee, percentage, or variable fee.

Provide ability to upload detailed contracts to their profile.

Allow instructor contracts to include detail on all classes, times and their fee percentage for each class.

Allow different fee percentage rates for different classes for the same instructor.

Provide an Instructor Self Service portal to include at a minimum the following items:

- Class rosters that they can access and print if desired.
- Automatic prompts to the instructor informing them of roster changes such as drops and additions.

Allow for the individual instructor’s pay calculation methods to be entered for one or more instructors per activity. System may calculate Instructor payments by flat fee, \$ per hour, \$ per booking, \$ per participant or% based on specific activity

Provide the ability to adjust instructor pay for proration of course fees and course withdrawals.

System allows the organization to track instructor invoices and payments.

The following functions should only be available to thosecoaches/instructors who are authorized to perform online administration of their activities. System should allow:

- Coaches/instructors can run the roster report for activities that they are teaching.
- Instructors can view and print the standard attendance sheet for activities that they are teaching.
- Instructors can send email to participants of activities that they are teaching.
- Team contacts can manage their teams online.

VOLUNTEER MANAGEMENT REQUIREMENTS

Provide a Volunteer Database containing details on each volunteer, including skills, certifications and security clearances and their photo:

- Volunteer name, address, phone number(s), email address.
- Designation as volunteer or instructor.

Provide ability for employees to contact volunteers via the Volunteer online profile for mass requests for help, updates on events, etc.:

- Automatic notifications (email and text) to the volunteers for changes or drops of shifts.

Ability for the organization to track volunteer hours by day and time.

Provide a method to have a volunteer check-in and out for their work shift.

TICKETING REQUIREMENTS

Allow set up of single events, as well as multiple date events, and event series.

System must provide ability to restrict users from multiple registrations for multiple dates of the same event or within the same series.

Provide functionality for designing, printing, selling and tracking tickets for general admission events such aschildren activities, film festivals, athletic tournaments, or fundraisers.

System must allow the import of existing account holders.

Ability to support waitlists features.

Ability to convert waitlist registrants into ticketholders.

- Ability to handle high volumes of simultaneous ticket registration.
- Ability to set future release dates for tickets.
- Ability of system to accept adjustments to quantities, ticket open/close dates.
- Ability to set system to/from/reply emails for ticketholders.
- Support a ticketing confirmation process using email, calendars, and texts.

MARKETING AND OUTREACH REQUIREMENTS

- Provide mass email functionality to market to and distribute information to current and past customers, based on filters by interest or past activity.
- Allow email to be sent directly from within the system to one or many individuals, accounts, companies, etc. in text or HTML with the possibility of attaching documents or photos (integration with a third-party tool is acceptable).
- Provide the ability to set up subscription lists, whereby customers elect to subscribe to particular mailing or communication groups that are used to send regular email or postal mail communications to customers.
- Allow both staff and customers to manage subscription lists.
- Allow customization of mass email style templates.
- Provide the ability to create mailing labels for specific customer groups.
- System should provide the ability to send SMS or text messages to mobile devices through a designated group of recipients via the system.
- Have an automated link from classes and activities to surveys – once a class or activity is completed send a survey.

PAYMENTS AND REFUNDS REQUIREMENTS

- Provide a built-in financial export “engine” allowing financial data export into an external accounting system on a daily basis as well as provide date range options.
- Provide the ability to securely store credit card information for payment plans, and ongoing signups for classes and services, drop in registrations or purchase of supplies
- Must be able to operate on cash, receivables, or accrual accounting basis.
- Support deferred revenue accounts for revenues collected, but not recognized until future periods and provides a report that states the deferred amount and date when the revenue will be recognized.
- Allow deposits to be placed, including a partial payment at time of enrollment or booking and collection of the remaining balance later.
- Allow collection of payment by cash, check, credit card, gift card/certificate, coupon, scholarship funds, or also “from account” if the customer has a credit balance. Check, part cash, and part may pay “split” payments from account.
- Include an accounts receivable system to track customer balances, aging accounts receivable and provide reports for payments due.
- For mass refund transactions (refunding fees for multiple customers), staff can refund:
 - Entire activity fee
 - Part of the fee
- Allow incomplete payments and create a payment plan for the customer. Payment plans can be calculated and created based on weekly, bi-weekly, monthly, or quarterly payments.
- If there are any payment plan payments on a receipt, additional text is added to the bottom of the receipt, above the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.
- Provide the ability to post adjustments to the customer’s account balance.
- Ability to produce customer invoices and/or statements with user defined levels of detail.
- Ability to produce a cash summary sheet that lists payment types and/or denomination amounts so that the front desk staff can specify how much of each payment type or denomination is in the cash drawer at the end of the shift.
- Allow the ability to track and audit cash summary over/shorts.
- Display the staff that voided a transaction on the receipt.
- All “system” and “global” information such as GL accounts, facilities, and seasons are managed and maintained within the same web-based application solution. For example, all G/L accounts can be input and edited/maintained in just one area
- Allow staff to group financial accounts by department and then generate reports to track G/L account information by department.
- Allow staff to define financial accounts by facility. Staff can then choose to just view the G/L account information for their facility when setting up activities and generating reports.
- Provide for managing applications for scholarship/financial assistance. This includes the ability to capture customer information, ask qualifying questions, and submit the application for approval.

- Allow for multiple sources of funds for scholarships or other forms of financial assistance to be tracked and managed separately.
- Allow scholarship amounts to be managed at the individual level, for example, each child in a family can be associated with a discrete scholarship type of amount.
- Provide the ability to report on financial assistance / scholarship funds used by customer and by fund.
- Provide the ability to manage coupon codes – including creation of coupon code, tracking usage, and qualifying usage based on customer, max number of allowable uses, POS item, membership, and class.
- Ability to issue coupon codes in batch style as well as individually assigned/qualifying.
- Ability to report usage on coupons.

POINT OF SALE (POS) REQUIREMENTS

- POS module provides full cash register/point of sale functionality.
- POS and other modules have access to the same customer account balance.
- POS is fully integrated with other system modules. (e.g., taking a payment for a program automatically opens the POS module and pulls the balance forward).
- Provide the ability to track all inventory items, which can be uniquely defined by each division (e.g., Athleticsversus Aquatics)
- Provide the ability to record and track by date, time, and variety of sales transactions.
- Provide the ability to allow for multiple types of payment, including the following:
 - Cash
 - Checks
 - Credit Cards
 - Gift Cards
 - Pre-loaded Cash Cards
 - A combination of the above in the same transaction

- Items can be set up as a specific price (PLU) or as an open price (department).
- System provides customers with itemized receipts.
- Receipts are numbered in order to allow for the identification of transactions and to provide a full audit trail.
- System provides ability to track opening balance of cash drawer.
- System displays cash transactions including balance owing and change to be returned.
- Cashiers have the ability to use different terminals in a given day and the transactions specific to a staff member are accumulated as one total for the day. Similarly, the number of staff using a single register is not limited.
- Support mobile access in the field through tablets.
- Provide the ability to update programming centrally (e.g. for pricing changes and changes to product mix).
- Accommodate reporting on a centralized basis (e.g. system- wide totals) as well as on a local basis (e.g.totals for a particular station only). Reporting must also include day and time of sales option.
- Provide ability to print a detailed transaction record.
- Provide ability to summarize transactions, payment type, general ledger account, and location.
- Allow for tracking of non-revenue admissions, i.e., no-fee events.
- Provide the breakdown of method of payment used.
- Allow for locking cash drawers that automatically open when a particular transaction is completed.
- Provide the ability to register a drop-in attendance for a single day of an activity through the POS.
- For activities that allow both regular registrations for entire session and drop-in attendance, the system should provide the ability to tie the drop-in attendance and revenue to the activity revenue and instructor payment due.

REPORTING REQUIREMENTS

- All reports have the ability to be viewed on screen or output as Excel Spreadsheet, HTML, or PDF files.

- Provide ad hoc reporting and canned reports for standard business reporting.
- Provide staff with user-controlled “selection screens” prior to running each report. Selection screens allow staff to narrow the report specification by choosing only relevant data, such as reporting just for a single room/field, for a single or group of facilities, dates, and times. Report selections of this type may be made either individually, or in combinations.
- System should produce, at a minimum, the following activity reports:
 - Master report listing all activities, description, dates, times.
 - Report listing all activities and all text descriptions, notes.
 - Under minimum enrollment report.
 - Under maximum report.
 - Full activity report.
 - Activity totals and statistics.
- Ability to produce attendance sheets, which include actual session meeting dates(s) and a capability to “signin” and “sign out.”
- Ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, e.g. grand total of all enrollments, reservations and membership sales.
- Ability to produce the following “daily close” reports:
 - Cash receipt report, listing all receipts processed payment type, and totals.
 - Cash distribution summary, showing all payment distributions.
 - Account transfer report, showing funds flow among revenue accounts.
- Ability to produce monthly and yearly reports similar to the daily close reports that can be specified by daterange, starting and ending permit numbers.
- System provides reporting capabilities, allows printing of reports, labels, and generates email lists based upon multiple selection scenarios, such as zip code, gender, area, birthdates and age range.
- Provide the ability to reprint receipts.
- Ability to produce net revenue reports. Each of these reports can be produced in a summary or detail format, and sorted by facility, activity, season, category, or revenue account.
- Ability to produce reports of all charges and payments coming due.
- Ability to produce refund report, showing all refunds for a specified date range.
- Allow staff to automatically produce and print weekly instructor schedules.
- Ability to produce rosters sortable by entry order, name, team name and age, including all of the followingoptions and data elements:
 - All rosters for a site, category, instructor, or supervisor.
 - All rosters for activities starting within a specific date range.
 - Multiple roster formats.
 - Printed rosters, or mailing labels for participants on a roster.
 - Inclusion / exclusion by enrollment type, such as wait list, refunded entries, etc.
- Allow for emergency phone numbers to be displayed on roster reports.
- Ability to produce facility usage and availability reports.
- System produces a reservation master report, including all of the following options and data elements:
 - All reservations for a specific center.
 - All reservations for a specific facility type, such as meeting room or ball field.
 - All reservations for a specific date range.
 - All reservations for a specific customer.
 - Combinations of the above.
- System will produce a facility event setup report for the maintenance staff, which includes all reservations fora selected date range, and includes setup instructions.

TECHNICAL REQUIREMENTS

General Requirements

- The software should be a Software-as-a-Service solution, hosted by the vendor and accessed via a web browser.
- The system should support real time on-line updates as the primary processing mode.
- The system should provide the ability to selectively archive system data based on a user-defined number of years or other user-defined criteria. The archived data should be able to be accessed via another medium, such as direct file download.
- The system should use common master files across all functional modules, i.e., Activity Registration and Membership should share a single customer file.
- The system database should allow access by API calls.
- The system should contain a date/time entry stamp and user information reflecting an audit trail on every data element.
- The system should utilize standard Internet connections and TCP/IP protocol to access all user interfaces
- The system's access must be available from any location by a web browser or mobile app.
- The system should provide encryption of data using 3DES standards at a minimum.
- Software should be OS agnostic but primarily able to be run on Windows 10 computers.
- The system should contain toolsets to accommodate the following:
 - Archiving/purging of data that can be set to match the City's record retention schedules
 - Database maintenance
 - End-user interface design
 - System security

The proposed solution should handle the following scenarios automatically by the vendor:

- Backup management
 - Multiple monitoring sessions
 - Performance monitoring (application and system)
 - Ability to monitor executing jobs
 - Database optimization
- The system should not use any proprietary fundamental components (e.g.: vendor's proprietary programming language or DBMS.).
- The system should track system uptime and transaction response times in order to demonstrate operation within acceptable levels.
- The system should enable the client to enter organization- specific values in coding fields (i.e., lookup tables). These and other user configurations should be preserved around software updates. (Product upgrades/software releases should not over
- The system should allow on-line search capabilities based on any field or any combination of fields.

System Help

- The system's on-line help should be available at the system, function, screen, and field level.
- The system's on-line help/documentation should be updated with each new version release.
- The system's on-line help should provide an index and search capability.
- The system's on-line help should be context sensitive.
- The vendor's support site should contain a knowledge-base where users can access system related reference material and documentation.
- The vendor's support site should contain complete and up- to-date manuals for all system modules and functionalities. The manuals should be available for all available versions of the software and should be able to be reproduced if required to create new manuals.

General Integration/Compatibility Section

- The system should support any browser such as Microsoft Internet Explorer 11 or higher, Microsoft Edge, Mozilla Firefox and/or Google Chrome browsers.
 - The system should support data-transfer via flat files (e.g., ASCII, variable and/or fixed length, comma- delimited, etc.) or preferably API calls.
 - The system should provide the ability to interface or integrate with Windows Active Directory and/or Azure Active Directory support a single user sign on if on a Windows system. This should include the ability to use Active Directory if the user is already a member of the organization.
- User Interface

- The system should provide the ability to configure screens/windows per user role and hide any fields notneeded.
- The system should provide the ability to AutoFill based on a related field (i.e. auto completion of one field based on prior data entry).
- The system should provide the capability for creating "favorites" or shortcuts to frequently used screens and reports.
- The system's controlled values should be available in a drop down boxes or popup windows.
- System error messages should appear in a consistent format across all system modules and should be customizable.
- The system should provide the ability to create new items by copying existing items.
- The system should provide cut and paste capabilities to move data from field to field.
- The system should have a built in calendar allowing adjustments in processing and transaction dates forholidays, weekends, etc.
- The system should provide the ability to send broadcast message by specified users to users at any time, aswell as messages that are displayed at logon.
- The system should provide transaction logging or journalizing at the data base level. The system should be able to be recover all on-line transactions from the transaction log.
- The system should provide migration paths for new fields during software upgrades.
- The system should allow for mass updates to certain fields.
- The system should provide active notifications based on specific events and conditions.
- The system should provide efficient application level load- balancing functionality.
- The system should provide the use of digitized signatures in order to print electronic signatures.
- System Security***
 - The system should track the use of the system by authorized users.
 - The system should have the ability to report attempts by unauthorized users to use the system.
 - The system should have the ability to suspend after "x" attempts to access the system with an incorrect password if authentication is internal to the system.
 - The system should have the ability to copy a security profile.
 - The system should provide e-commerce security including customer authentication and encryption to protectcustomer data.
 - The system's e-commerce capabilities should be PCI- compliant.
 - The system should support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.
 - The system should have the ability to define user access based on:
 - Depeartments/Organizations
 - Roles
 - Individuals
 - Application
 - Report
 - Screen
 - The system should have the ability to define and lookup a user based on:
 - User Name
 - Organization Name/Number
 - Date user was created
 - Last login
 - The system should allow users to review security transaction history in a report.
 - The system should be able to automatically sign a dormant user off of the system after a user-defined timeperiod.
 - The system should provide the ability to configure User ID/password rules such as length, alpha/numeric, upper/lower case, password definition and expiration period.
 - The system should provide ability to view or obtain security reports showing:

- Security breaches or attempts
- Authorized system use
- Changes to security profiles
- Security snapshot on a specific time period specified by the user

EXCLUSIONS

REGISTRATION REQUIREMENTS

Registration Enrollment

During registration process, system should offer suggested classes/programs they might be interested in (similar to the Amazon capability of purchases who bought X book typically bought books Y and Z).

Allow the customer to see a Family Schedule whenregistering and prompt the user if conflicts in times or classes occur.

Provide the ability to reserve spots for drop-in programs.

Allow for signature capture at the time of enrollment for liability waiver:

At front desk registration at all locations, allow the use of a “signature pad” to capture electronic signatures for class authorization.

After the class is completed automatically:

Send an email with a Certificate of Completion (e.g., Aquatics, Sports Clinics, Playschool, Contract Classes)

Registration Payment

Allow for these specific types of payments, whether at the desk, online, or mobile: (also the ability to utilize credit on account or add credit to account):

Electronic Funds Transfers from bank accounts

Allow a variety of discounts to be applied at the time of online registration:

System prompts the customer that enrolling in 1 more class would give them a multi-class discount.

Ability for a NSF Check to automatically freeze a user’s account and generate warnings to City staff.

CUSTOMER MANAGEMENT REQUIREMENTS

When customer does not have an existing account, the system offers the following online options:

Option to require new accounts created on the customer site to be approved on the staff side prior to being able to use them for transactions.

Option to activate online customer accounts only after email validation. If selected, an activation email will be sent to the customer's email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.

Option to specify number of days until the auto- created password for online access expires.

Provide the ability to view online and print the following items from a Customer’s account:

Tax receipts

Provide the ability to change their login name and password, as well as their secret question and answer.

Provide the ability to change their answers to custom questions that were asked in their previous transactions(e.g. update their preference for team jersey number).

MEMBERSHIP REQUIREMENTS

Membership records should include the following data elements at a minimum:

Minimum / maximum membership sales levels.

Maximum uses per day.

Provide various ways to check membership status such as:

Biometrics to allow access.

QR codes.

SPORTS LEAGUE REQUIREMENTS

Allow customers online to sign up on interest lists to help them find and form teams based on preferencesand availability.

Ability to schedule officials based on qualifications and ability.

INSTRUCTOR MANAGEMENT REQUIREMENTS

Provide an Instructors Database containing full details on each instructor including a full profile and theirphoto.

 Indication of whether phone numbers or email addresses can be released to students.

 Notes capability for instructor certifications, awards, skills, etc.

Provide ability to load W-9 to an instructor’s profile.

Provide ability for parents to contact instructors via the Instructor online profile.

Provide an Instructor Self Service portal to include at a minimum the following items:

 Ability to view notes and alerts regarding attendees of classes.

VOLUNTEER MANAGEMENT REQUIREMENTS

Provide a Volunteer Database containing details on each volunteer, including skills, certifications and security clearances and their photo:

 Volunteer name, address, phone number(s), email address.

 Volunteer certifications, awards, skills, etc.

Provide a Volunteer Self Service portal to include at a minimum the following items:

 Calendars where they can apply or review schedules.

TICKETING REQUIREMENTS

Ability to prioritize waitlist features based on zip code.

Allow allocation of server resources for known high traffic periods.

Support test notifications on waitlists

Support the ability of a participant to easily cancel themselves out of attending an event.

MARKETING AND OUTREACH REQUIREMENTS

Support templates for the standard production of flyers.

Support a Google-like translation functionality for online publications,

PAYMENTS AND REFUNDS REQUIREMENTS

Support robust gift card functionality, allowing users to gift a class or series of classes, or other activities.

POINT OF SALE (POS) REQUIREMENTS

System generates retail documents, including inventory, budget, supplier information, and consignmentinformation.

System allows assignment of particular sales to preset keys.

Support the use of touch screens that can be tailored to fit individual department’s usage.

Provide the ability to sell a gift card both at the counter and online with tracking and reporting on alloutstanding gift card balances and usage.

REPORTING REQUIREMENTS

Allow staff to identify “Favorites” or an equivalent. In this area, staff can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the System, all favorites are presented to the specific staff.

TECHNICAL REQUIREMENTS

General Requirements

Software should provide a mobile app where users may also access and perform the same functions as through the web browser.

System Help

The vendor's support site should contain a complete data dictionary for all system tables and data fields.

The system's error messages should be integrated with online help functions, allowing the data entry person to be able to click on an error message and open the online help document to the appropriate section.

General Integration/Compatibility Section

The system should provide full integration with standard the productivity software package Microsoft Office 365 Pro Plus Edition including applications such as Word, Excel and Adobe Acrobat. This includes the ability to import or export data directly into these desktop applications.

The system should have the ability to interface or integrate with Microsoft Exchange Online to utilize the email and calendar functions with the applications.

The system should provide Microsoft Add-In capabilities.

User Interface

The system should provide data validation by providing error messages immediately after each field is entered, rather than waiting until the entire screen, record or transaction is finished. (Account number, vendorID, etc.)

The system should allow for the definition of default printers for each user.

System Security

The system should have the ability to define user access based on:

IP Address

The system should have the ability to define user access based on:

Databases

Tables

Documents

Data Elements

The system should have the ability to define and lookup a user based on:

Role

CURRENT OFFERINGS

REGISTRATION REQUIREMENTS

Registration Program Structure

Provide the ability to attach any PDF to a customer’s record such as a confirmation email, welcome letters, additional forms required, etc.).

Registration Enrollment

Provide ability for customers to upload PDFs to their account (i.e., proof of residency, birth certificates, etc.)

Registration Payment

Provide ability to add fees or charges with various general ledger accounts to charge without an itemized list being given to the customer. For example – Class Fee is \$60, Non-Resident Fee is \$13, Equipment Fee is \$2, Service Charge is \$5, Customer Total = \$80 and that is ALL the customer would see.

FACILITY BOOKING AND RESERVATION REQUIREMENTS

Provide for key facility data fields to include all of the following elements:

Minimum set up and breakdown times

Allow for facility wait lists, produce, print wait list confirmations, and send notifications to staff when openings become available on an existing wait list.

Have standard set up instructions linked to automatic set-up and breakdown times for reservations.

SPORTS LEAGUE REQUIREMENTS

Ability to schedule any number of leagues and teams with regular game schedule (any number of games) round robin, or elimination tournaments with options for playoffs and consolation games.

Ability to update statistics online.

Publish tournament schedules, viewable online.

Print reports for tournament draws, schedules, team lists and player lists.

VOLUNTEER MANAGEMENT REQUIREMENTS

Provide ability to upload documents to their profile.

TICKETING REQUIREMENTS

Support email and text reminders prior to an event.

PAYMENTS AND REFUNDS REQUIREMENTS

Allow the transfer of debits or credits to another member in the system.

POINT OF SALE (POS) REQUIREMENTS

Allow for the ability to lend equipment and charge for the equipment from within the POS interface.

REPORTING REQUIREMENTS

Provide the availability of customized self-generated reporting or the ability to download the database and utilize third-party reporting tools.

TECHNICAL REQUIREMENTS

User Interface

The system should provide a user-defined executive dashboard (financial information, key performanceindicators, etc.) based on user profile.

The system should provide the capability to store, retrieve, display and print imaged documents. The solution must provide the capability to receive scanned documents from document scanners having industry-standard connection protocols (SC

The system should be able to accept scanned or electronic documents in any format (pdf, xlsx, docx) and link them to a data record.

EXHIBIT “B” SCHEDULE OF SERVICES

SAMPLE TIMELINE

The following timeline for informational purposes only and nonbinding upon either party.

INITIATE	DESCRIPTION	NOTES	START DATE	DUE DATE
Project Initiation & Review	Project Lead will review the contract, Statement of Work (SOW) and any other documentation from the sales process. Project Lead will send initial project kickoff information to the client.		5 days from execution	9 days from execution
Kickoff Call	The Implementation Consultant will have a 1 hour kick-off call with the client to present an overview of the project and discuss other important information.		12 days from execution	23 days from execution
Project Timeline Review & Approval	The client will work with the Implementation Consultant to confirm the project timeline or make schedule change requests.		26 days from execution	30 days from execution
ANALYZE	DESCRIPTION	NOTES	START DATE	DUE DATE
Submit GL Code Import Template	The client will submit their GL Code Import Template.		26 days from execution	37 days from execution
GL Code Import	The Web Developer will import GL Codes into CivicRec.		40 days from execution	44 days from execution
DESIGN & CONFIGURE	DESCRIPTION	NOTES	START DATE	DUE DATE
Configuration Training	The Implementation Consultant will provide up to 2 hours of virtual training on configuration settings.		47 days from execution	51 days from execution
Facilities Training	The Implementation Consultant will provide up to 2 hours of virtual training on the Facilities module.		61 days from execution	65 days from execution
Facilities Catalog Creation	The client can begin building their Facilities Catalog after Facilities Training is complete. This should be completed before Activities Training.		68 days from execution	79 days from execution
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		75 days from execution	79 days from execution
Activities Training	The Implementation Consultant will provide up to 2 hours of virtual training on the Activities module.		82 days from execution	86 days from execution
Public Page Build	The Web Developer will take the design from the client's website and apply it to the CivicRec public page.		89 days from execution	93 days from execution
Activities Catalog Creation	The client can begin building their Activities Catalog after Activities Training is complete. This should be completed before Point of Sale (POS) Training.		89 days from execution	100 days from execution
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		103 days from execution	107 days from execution
POS/ Reporting Training	The Implementation Consultant will provide up to 2 hours of virtual training on the POS module.		117 days from execution	121 days from execution

OPTIMIZE	DESCRIPTION	NOTES	START DATE	DUE DATE
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		125 days from execution	128 days from execution
Q&A Training	The Implementation Consultant will provide up to 2 hours of virtual training as a refresher to your previous training(s) or to be used for additional questions.		131 days from execution	135 days from execution
Confirm Test Data Clearance	The Implementation Consultant will confirm what test data will need to be cleared.		138 days from execution	142 days from execution
Test Data Clearance	The Implementation Consultant will clear all test transaction history and any users who are not listed as employees. If the client has a custom list of users to be deleted, this needs to be provided prior to this date.		138 days from execution	142 days from execution
LAUNCH	DESCRIPTION	NOTES	START DATE	DUE DATE
System Preparation for Launch Meeting	The Implementation Consultant will check-in with the client to ensure the items in the checklist are complete prior to launch.		145 days from execution	149 days from execution
Remove Trial Flag	The Implementation Consultant will remove the "Trial Account" verbiage from the software.		145 days from execution	156 days from execution
Setup Software Fee Service Plan	The Implementation Consultant will setup the client's service plan to initiate billing as outlined in the contract.		145 days from execution	156 days from execution
Official Launch	The client will announce the use of their new CivicRec software and make it available to citizens.		145 days from execution	156 days from execution
Project Close Procedures	The Implementation Consultant will update the client record with the appropriate notes for Support & Client Success teams.		159 days from execution	163 days from execution

The Contract may be extended by the City for up to two (2) consecutive two (2) year renewal periods under the terms and conditions of the original contract, upon execution of an Amendment to the Contract by both parties.

Agreement Terms – optional renewal periods

- Option year 1, if exercised, shall be effective July 1, 2021, through June 30, 2023.
- Option year 2, if exercised, shall be effective July 1, 2023, through June 30, 2025.

EXHIBIT “C” COMPENSATION

TOTAL COMPESNATION

As provided for in Section 3.3.1 of the Agreement, Total Compensation each year of the Term (July 1st through June 30th) shall not exceed the following:

IMPLEMENATION AND ANNUAL LICENSING FEES

Initial Term	Not to exceed \$33,472
	One-time Implementation Fees: Not to exceed \$21,325
	Annual Licensing Fee: to be prorated to correllate with a period beginning with mutual Agreement execution and ending June 30, 2020

ANNUAL LICENSE RENEWAL FEES

Year 2	\$15,507
	Annual Licensing Fee Only

Consultant shall issue Annual License Renewal Fees for each 1-yr renewal period. Annual License Renewal Fees shall accurately reflect the City’s data and trasaction volume in the previous 12 month period.

City shall pay the consultant’s following license fee rate for the duration of this agreement unless otherwise agreed upon by both parties.

- License Fee Rate – 1.5%

City shall pay its prefered merchant gateway the following rates for the duration of this agreement unless otherwise agreed upon by both parties utilize OpenEdge as its preferred merchant gateway.

To the best of CivicPlus’ understanding, OpenEdge currently charges the following rates for transactions:

- Merchant Fee Rate – 3% + \$0.30 per credit card transaction

Client acknowledges that such rates are nonbinding on CivicPlus and shall be controlled solely by the contract by and between Client and OpenEdge.

PRICING SCHEDULE

1. The Initial Term Fees (total of One-Time Costs and Recurring Cost) shall be invoiced as follows:
 - a. September 18, 2019 – 50% of the Initial Term Fees;
 - b. The earlier of 12 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining 50% of the Initial Term Fees.
2. Renewal Term Annual Licensing Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be reassessed at a rate not to exceed 1.5% of the prior year's Actual Processing Volume, as that term is defined in Section 6 below, beginning in Year 4 of service.
3. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services provided, as described in Exhibit "C", and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. City expressly acknowledges and agrees that City is familiar with the proposed Services and Consultant's billing process.
4. For the purposes of obtaining merchant account services through CP Pay, City may utilize the designated merchant account for Consultant through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event City chooses CP Pay Merchant, City will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely ensure to the benefit and obligation of City; Consultant shall not be a party to such agreement. In the event City chooses CP Pay Merchant, Consultant will facilitate City and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to City. City agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If City desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in City's implementation fees. City agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. City acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by City's merchant account processor. City is fully responsible for their relationship with their selected processor. In no event will Consultant: (i) take part in negotiations, (ii) pay any fees incumbent on the City or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.
5. When City uses CP Pay, then City may take online credit card payments for certain

services or products they provide via the City websites supported by Consultant. As such, through CP Pay, Consultant facilitates an automated process for redirecting credit card payments to City's chosen payment gateways / merchant account processors. For card payments, Consultant will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. Consultant does not transmit, process or store cardholder data and does not present the payment form. Consultant implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

6. The City's Annual Renewal Fees agreed upon herein are based on Client processing up to \$703,869.00 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this Agreement, Consultant shall audit City once every 12 months to determine City's actual processing volume ("Actual Processing Volume"). In the event City's Actual Processing Volume exceeds the Predicted Processing Volume, Consultant will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice. Audit shall not exceed a rate of 1.5% over the previous year's Predicted Processing Volume.