

AN ORDINANCE 2015-06-18-0527

AUTHORIZING A CONTRACT WITH ACTIVE NETWORK, LLC, TO PROVIDE THE CITY WITH A STANDARDIZED, MODERN ENTERPRISE PLATFORM FOR PROCESSING, REPORTING AND MANAGING PAYMENT TRANSACTIONS, AND A SYSTEM FOR ACCESSING CITY EVENTS AND FACILITIES, WITH AN ESTIMATED CONTRACT VALUE OF \$1.73 MILLION FOR YEAR ONE FOR BOTH POS AND RRS SYSTEMS AND \$254,000.00 ANNUAL COSTS THEREAFTER FOR SOFTWARE MAINTENANCE AND SUBSCRIPTION FEES, FUNDED THROUGH CAPITAL PROJECT SOURCES (TAX NOTES).

* * * * *

WHEREAS, San Antonio resident surveys showed a desire for the City to increase online services and payments, while reducing labor and paper-intensive business processes for cashiering/collections and facility reservation/event registration functions; and

WHEREAS, the City hired Information Services Group to assist the City in developing the requirements for the Request for Competitive Sealed Proposal (RFCSP) that was issued on November 14, 2013 to seek a solution that would provide the City with a Point-of-Sale (POS) and Reservation and Registration system (RRS), for which The Active Network, Inc., was selected; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with the Active Network, LLC., to provide the City with a standardized, modern enterprise platform for processing, reporting and managing payment transactions through a new Point of Sale System and a Reservation and Registration System, with an estimated contract value of \$1.73 million for year one for both POS and RRS systems and \$254,000.00 annual costs thereafter for software maintenance and subscription fees, is hereby approved. A copy of the contract is attached hereto and is incorporated by reference as **Attachment I**. The Chief Technology Officer and the Director (or their designees) are authorized to execute the agreement and any related documents.

SECTION 2. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 07-00002, Time Administration, shall be **revised by decreasing** the SAP WBS Elements as follows:

| WBS NO. | WBS Name | G/L | G/L Name | Plan Version 0 Revision/ Appropriation |
|-------------------|-------------------|---------|--|--|
| 07-00002-05-02-01 | City Construction | 5202020 | Contractual Services | (\$225,000.00) |
| 07-00002-01-02 | Design Costs | 5304075 | Computer Software | (\$97,000.00) |
| 07-00002-01-02 | Design Costs | 5501000 | Capital Outlay<5000 – Computer Equipment | (\$348,000.00) |
| | | | TOTALS | (\$670,000.00) |

SECTION 3. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 07-00002, Time Administration, shall be **revised by decreasing** SAP WBS element 07-00002-90-02 entitled Transfer from TN-20081-01-01-08, SAP GL account 6101100, by the amount of \$670,000.00.

SECTION 4. The amount of \$670,000.00 is **reverted** in SAP Fund 43904023, 2008 Tan-Finance, SAP WBS TN-20081-01-01-08, SAP GL account 6102100 - Interfund Transfer out entitled Transfer to 07-00002-90-02. The amount of \$670,000.00 is authorized to be transferred from SAP Fund 43099000.

SECTION 5. The amount of \$670,000.00 is **appropriated** in SAP Fund 43904023, 2008 Tan-Finance, SAP WBS TN-20081-01-01-08, SAP GL account 6102100 - Interfund Transfer out entitled Transfer to 09-00033-90-18-01. The amount of \$670,000.00 is authorized to be transferred to SAP Fund 43099000.

SECTION 6. The budget in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00033, Enterprise Point of Sale, shall be **revised by increasing** SAP WBS element 09-00033-90-18-01 entitled Transfer from TN-20081-01-01-08, SAP GL account 6101100 - Interfund Transfer In, by the amount \$670,000.00.

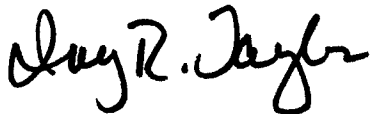
SECTION 7. The amount up to \$670,000.00 is **appropriated** in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00033, Enterprise Point of Sale, SAP WBS Element 09-00033-01-01, entitled Consulting Services, SAP GL Account 5201040.

SECTION 8. Payment in the amount not to exceed \$1,930,000.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 09-00033, Enterprise Point of Sale, is authorized to be encumbered and made payable to The Active Network, Inc., to provide the City Departments and residents with a standardized, modern enterprise platform for processing, reporting and managing payment transactions as well as a system for accessing a wide range of City events and facilities. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

SECTION 9. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 10. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 18th day of June, 2015.

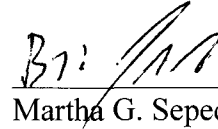

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vaca, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

| | |
|---------------------|--|
| Agenda Item: | 8 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 25H, 26, 28, 29, 30, 31, 32, 33, 34, 35A, 35B, 36, 37, 38, 39, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64A, 64B, 65A, 65B, 66A, 66B, 66C, 67A, 67B, 67C, 68A, 68B, 68C, 69A, 69B, 69C, 69D, 70A, 70B, 70C, 70D, 70E) |
| Date: | 06/18/2015 |
| Time: | 10:00:14 AM |
| Vote Type: | Motion to Approve |
| Description: | An Ordinance authorizing a contract with Active Network to provide the City with a standardized, modern enterprise platform for processing, reporting and managing payment transactions, and a system for accessing City events and facilities, with an estimated contract value of \$1.73 million for year one for both POS and RRS systems and \$254,000.00 annual costs thereafter for software maintenance and subscription fees, funded through Capital Project Sources (Tax Notes). [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director] |
| Result: | Passed |

| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
|--------------------|-------------|-------------|-----|-----|---------|--------|--------|
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Trevino | District 1 | | x | | | | |
| Alan Warrick | District 2 | | x | | | | x |
| Rebecca Viagran | District 3 | x | | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | |
| Ray Lopez | District 6 | | x | | | x | |
| Cris Medina | District 7 | | x | | | | |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | |

**INTEGRATION AGREEMENT FOR
SOFTWARE AND IMPLEMENTATION SERVICES FOR POINT-OF-SALE AND
RESERVATION/REGISTRATION SYSTEMS
REQUEST FOR COMPETITIVE SEALED PROPOSAL (“RFCSP”)
NO.: 6100003293 (RFCSP)**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND
ACTIVE NETWORK, LLC**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Active Network, LLC, (Active), both of which may be referred to herein collectively as the “Parties”.

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

- 1.1 The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted with conflicts between the documents being resolved in the order of priority as appears below:
- a. This Integration Agreement, including;
 - b. Product And Services Agreement Contract #00063709 (Exhibit A) (to include Appendix 1 Hosted Software, Appendix 2 Licensed Software; Support and Maintenance, Appendix 3 Third Party Products, Exhibit A Statement of Work, and Exhibit B Quotes);
 - c. Active Network Customer First San Antonio (CISA) Project Proposal to RFCSP #6100003293 (Exhibit B); and
 - d. City’s Request for Competitive Sealed Proposal No.: 6100003293 (RFCSP) (Exhibit C), including all attachments, addendums and clarification statements thereto.
- 1.2 Without limiting the foregoing, the Parties expressly acknowledge and agree that all indemnification obligations of the Parties are set forth in Section 9 of Exhibit A, entitled “Indemnification,” and thereby, Exhibit 2 of the RFCSP, entitled “Indemnification Requirements,” will have no force or effect

2.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

3.0 TERM

The term of the Agreement will be for a three (3) year period. The City shall have the option to renew for an additional three (3) two (2)-year terms upon City Council approval.

3.0 VENUE

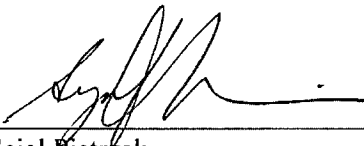
Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Bexar County, Texas.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

ACTIVE NETWORK, LLC

Troy Elliot
Finance Director



Sejal Pietrzak
Chief Administrative Officer

Date: _____

Date: June 17, 2015

Hugh Miller
Chief Technology Officer

Date: _____

Approved as to Form:

City Attorney

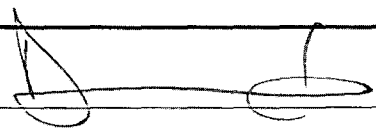
**PRODUCTS AND SERVICES AGREEMENT
CONTRACT # 00063709**

| CLIENT INFORMATION | | | |
|--------------------------------------|-------------------------------|-------------------|---|
| ORGANIZATION FULL LEGAL NAME: | City of San Antonio | ADDRESS: | 1214 E. Crockett St. San Antonio, TX 78203 |
| CONTACT NAME: | Suzanne Guerra | TELEPHONE: | (210) 207-8649 |
| EMAIL: | Suzanne.guerra@sanantonio.gov | FAX: | (210) 207-4072 |

| OVERVIEW OF AGREEMENT | | |
|---|-------------|--|
| This document (" Agreement ") consists of this cover page, and the following Schedules and Exhibits (check all applicable Appendices) | | |
| X | Appendix 1: | Hosted Software |
| X | Appendix 2: | Licensed Software; Support and Maintenance |
| X | Appendix 3: | Third Party Products |
| X | Exhibit A | Statement of Work |
| X | Exhibit B: | Quotes |

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

| CLIENT | THE ACTIVE NETWORK, INC. ("ACTIVE") |
|--|---|
| Signature: _____ | Signature:  _____ |
| Name: <u>Hugh Miller</u> | Name: <u>Darko Dejanovic</u> |
| Title: <u>Chief Technology Officer</u> | Title: <u>Chief Executive Officer</u> |
| Signature: _____ | Date: <u>06/02/2015</u> |
| Name: <u>Troy Elliot</u> | _____ |
| Title: <u>Finance Director</u> | _____ |
| Date: _____ | _____ |

The Active Network, Inc., 10182 Telesis Court, San Diego, California 92121
Telephone: (858) 964-3801, Fax: (858) 964-3978

TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. INTERPRETATION

1.1 **Definitions.** For the purposes of interpreting this Agreement, the following terms will have the following meanings:

(a) “**Active**” means The Active Network, Inc. as referenced on the first page of this Agreement.

(b) “**Affiliates**” of a designated corporation, company or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition “controlled” and “control” mean ownership of more than fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

(c) “**Agreement**” means this Products and Services Agreement, inclusive of all Appendices, Schedules and exhibits.

(d) “**Client**” means the legal entity other than Active entering this Agreement.

(e) “**Concurrent Use**” means use at the same moment in time to access a given server computer (of any kind) owned or controlled by Client.

(f) “**Database Server**” means the single server computer upon which the Enterprise Database is resident.

(g) “**Effective Date**” means the last date set forth on page one of this Agreement.

(h) “**Enterprise Database**” means the MSDE, MS SQL Server, or Oracle database files containing customer data and that are accessed by the Licensed Software.

(i) “**Hosted Software**” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and which reside on Active’s servers and are accessible by Client’s staff or Users via the Internet.

(j) “**Internet Client**” means a remote device capable of using the Internet to access selected Licensed Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.

(k) “**Internet Server**” means a single server computer used by Client which enables access to the Licensed Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(l) “**IVR Server**” means a single server computer used by Client for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by Client’s

clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(m) “**Licensed Software**” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and/or which are in the future provided to Client by Active under any circumstances unless provided under a separate licensing agreement.

(n) “**Maintenance**” means the provision of error investigation and repair services as set out in Sections 20 through 23, the Support and Maintenance Handbook attached as Exhibit A, and the provision of new Versions and Releases in respect of the Licensed Software all as more particularly set out in the Support and Maintenance Handbook.

(o) “**Module**” means a single module element of Licensed Software listed in a Schedule.

(p) “**Online Services**” means services, such as Internet registration, that are enabled by Hosted Software and available to the public via the Internet.

(q) “**Other Services**” means Services other than Professional Services as provided in an agreed Schedule.

(r) “**Payment Server**” means a single server computer used by Client to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(s) “**Products**” means all Licensed Software, Hosted Software, Third Party Products, and other products (including documentation) provided to Client by or on behalf of Active.

(t) “**Professional Services**” means any and all types of services which Active provides, to Client and/or to other customers of Active, in the course of Active’s business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software including the Licensed Software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services shall be as set forth in the applicable Schedule.

(u) “**Release**” means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by Active to its customers generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to

the version number to the right of the decimal point such as from Release 1.1 to Release 1.2.

(v) “**Schedule**” means a schedule, quote, pricing form, order form, or similar document associated with this Agreement that lists the Products and Services provided by Active to Client hereunder and the related fees. The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable Schedule. Each Schedule will reference this Agreement or the Contract Number above (if applicable), must be signed by Client and will be governed by and incorporated into this Agreement.

(w) “**Services**” means all Professional Services, Support and Maintenance, Online Services, and Other Services provided to Client by or on behalf of Active.

(x) “**Software**” means the Licensed Software and the Hosted Software as defined elsewhere in this Section.

(y) “**Support**” means the ongoing telephone, email, web-based and dial-in support and problem resolution to assist Client in the use of the Licensed Software, the Hosted Software, and Other Services and Products of Active as set out in the Support and Maintenance Handbook.

(z) “**Support and Maintenance Handbook**” means the documents published by Active setting out the applicable service levels, processes, restrictions, and other particulars of Support and Maintenance provided in respect of the Software and Other Services and Products of Active, as amended from time to time upon notice to Client.

(aa) “**Support and Maintenance Start Date**” means, for implementations performed by Active, the first day of implementation of the Licensed Software or ninety (90) days following the delivery of the Licensed Software, whichever occurs first, and upon delivery of the Licensed Software for implementations being performed by the customer or a 3rd party vendor.

(bb) “**System Utilities**” includes the following: Accounting Processes, Central Login, Log File, Copy Database, Maintain Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Database and View Components.

(cc) “**Third Party Products**” means those hardware, firmware and/or software products, provided to Active by third parties, listed in a Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

(dd) “**User**” means a person who accesses and uses any of the Products in any manner whatsoever.

(ee) “**Version**” means a version of the Licensed Software providing a particular functionality, while a new Version of the Licensed Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.

(ff) “**Workstation**” means a computer attached to a local or wide-area network (including an Intranet), which accesses the Licensed Software or Enterprise Database.

1.2 **Headings.** The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. CHARGES AND PAYMENTS

2.1 **Taxes.** Client will pay all applicable sales, use, withholding and excise taxes, and any other assessments against Client in the nature of taxes, duties or charges however designated on the Services and Products or their license or use, on or resulting from this Agreement, exclusive of taxes based on the net income of Active, unless exempted by law and unless a valid tax exemption certificate has been provided to Active prior to invoicing.

2.2 **Currency.** Unless otherwise indicated in a Schedule, all prices are in the currency of the country in which Client is located.

2.3 **Delivery.** Delivery for Products supplied by Active under this Agreement will be deemed to have occurred F.O.B. origin, which in the case of Licensed Software and/or Hosted Software will typically be in the form of an email from Active providing a FTP (i.e. file transfer protocol) downloadable link. To the extent applicable, Client will be responsible for shipping and handling costs.

2.4 **Invoices/Payment.** Active will provide invoices to Client for all amounts owing by Client hereunder. Payment of invoices is due within thirty (30) days from the date of invoice shall be made according the Texas Prompt Payment Act.

3. CLIENT INFORMATION; CONFIDENTIALITY

3.1 **Client Information and Obligations.** In order to assist Active in the successful provision of Services and Products to Client, Client shall (i) provide to Active information relating to Client’s organization, technology platforms, systems configurations, and business processes and otherwise relating to Client that is reasonably requested by Active from time to time, (ii) make available such personnel assistance to Active as may be reasonably necessary for Active to perform hereunder; and (iii) carry out in a timely manner all other Client responsibilities set forth herein. Any delay by Client hereunder shall result in a day-for-day extension of Active’s dependent obligations.

3.2 Confidential Information.

(a) In the performance of or otherwise in connection with this Agreement, one party (“Disclosing Party”) may disclose to the other party (“Receiving Party”) certain Confidential Information of the Disclosing Party. “Confidential Information” means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the customers, business plans,

promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any software or software application server source code provided by Active or its licensors shall be deemed to constitute Confidential Information without further designation by Active. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).

(b) Exclusions. The obligations under this paragraph will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (iii) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure; and (vi) any disclosure with the consent of the Disclosing Party.

(c) Consistent with the provisions of this Agreement, Client represents that Client is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, Client represents that if Client receives a request for information which Active has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, Client will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, Client will notify Active of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. Client represents that (i) TPIA requires a brief to be submitted to the attorney general explaining why the claimed exceptions apply to the information in issue, (ii) Client shall not be obligated to submit the brief supporting those claimed exceptions and (iii) Active shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

(d) Client represents that should the attorney general render a decision indicating that all or a part of the information must be disclosed, Client shall be permitted to disclose the information unless Active successfully contests the attorney general decision in accordance with the requirements of

TPIA. Nothing in this Agreement shall require the CLIENT to institute or participate in any litigation relating to an open records request for information that Active considers to be confidential.

4. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 SPECIFIC EXCLUSION OF OTHER WARRANTIES. THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, ACTIVE DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CLIENT OR THAT THE OPERATION OF PRODUCTS AND SERVICES PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

4.2 RESTRICTIONS ON WARRANTY. ACTIVE HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN ACTIVE.

4.3 NO INDIRECT DAMAGES. WITHOUT LIMITING THE GENERALITY OF SECTIONS 4.1 AND 4.4, IN NO EVENT WILL ACTIVE BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

4.4 LIMITS ON LIABILITY. IF, FOR ANY REASON, ACTIVE BECOMES LIABLE TO CLIENT OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

(a) THE TOTAL AGGREGATE LIABILITY OF ACTIVE TO CLIENT AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO TWICE THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO ACTIVE AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

(b) IN ANY CASE CLIENT MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST ACTIVE ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN TWO YEARS AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

4.5 SEPARATE ENFORCEABILITY. SECTIONS 0 THROUGH 0 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

4.6 For the purposes of this Section 4, reference to Active shall also include its suppliers and licensors.

5. RESTRICTIONS

5.1 **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is The Active Network, Inc. or one of its Affiliates or subsidiaries.

5.2 **Export Restrictions.** The Products may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Products are used (“**Applicable Law**”). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Products, as determined by Applicable Law under which Client operates: (i) to any country on Canada’s Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada’s Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. Client hereby represents and covenants that: (i) to the best of Client’s knowledge Client is eligible to receive the Products under Applicable Law; (ii) Client will import, export, or re-export the Products to, or use the Products in, any country or territory only in accordance with Applicable Law; and (iii) Client will ensure that Client’s Users use the Products in accordance with the foregoing restrictions.

5.3 **Third Party Software and Open Source Components.** The Software may contain open source components or other third party software of which the use, modification, and distribution is governed by license terms (including limitations of liability) set out in the applicable documentation (paper or electronic) or read me files.

5.4 **Restrictions; Acceptable Use Policies.** Client shall: (i) use the Products exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others, including privacy and anti-spamming laws; (ii) not reverse engineer, disassemble, or decompile any Products or prepare derivative works thereof; (iii) not copy, modify,
Last revised November 7, 2013

transfer, display, or use any portion of the Products except as expressly authorized in this Agreement or in the applicable documentation; (iv) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Products; (v) not obliterate, alter, or remove any proprietary or intellectual property notices from the Products in physical or electronic forms; (vi) not use the Products to transmit, publish, or distribute any material or information: (a) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (b) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; or (c) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (vii) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Products for their intended use; (viii) not rent, lease, sublicense, resell, or provide access to the Products on a time-share or service bureau basis; and (ix) not input credit card information into the Products or solicit the input of such information other than in pre-defined fields within the Products that are intended for that purpose.

6. TERMINATION

6.1 **Termination.** This Agreement will terminate:

(a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within thirty (30) days after receiving written notice thereof; and

(b) without limiting (a), at the option of Active if Client breaches its payment obligations, provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

6.2 **Suspension of Obligations.** If either party should materially default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party’s default is remedied, provided however that this Section will not permit Client to suspend its obligation to make any payments due for Products or Services that are unrelated to any default alleged against Active.

6.3 **Return of Materials.** In the event of termination of this Agreement for any reason whatsoever, Client will immediately (i) return to Active all physical copies of Products delivered by Active to Client or otherwise in Client’s possession or control, or (ii) if expressly permitted by Active, destroy all physical copies of the Products not returned to Active and delete all electronic copies of the Products from its systems and certify in writing to Active that such actions have all been completed.

7. AUDIT AND MONITORING RIGHTS

Active may, upon a minimum of thirty (30) days prior written notice to Client, attend upon Client's premises and verify that the Products are being used only as permitted hereby. Such inspections shall be limited to a maximum of twice per calendar year, and will be performed only during Client's regular business hours and conducted in a manner as to minimize, to the extent reasonable, interference with Client's business. Further, Active may, using automatic means which do not interfere with the use of the Products by Client or Users other than as described in this provision, monitor at any time usage of the Products by Client and or its Users including through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Warranty of Title. Active warrants that it has all rights necessary to make the grant of license herein by having all right, title, and interest in and to the Products (other than Third Party Products) or as licensee of all such rights from the owner thereof.

8.2 Intellectual Property. Active and its licensors shall retain all right, title, and interest in and to the Products and the results of the Services and to all software, trademarks, service marks, logos, and trade names and other worldwide proprietary rights related thereto ("**Intellectual Property**"). Client shall use the Intellectual Property only as provided by Active, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's or its licensors' rights in its Intellectual Property. Client acknowledges that its use of the Intellectual Property shall not create in Client or any other person any right, title, or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active or its licensors, as applicable.

9. INDEMNIFICATION

(a) Active shall defend, settle, and pay damages (including reasonable attorneys' fees) ("**Damages**") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client hereto to the extent that such Claim is based upon provision, by Active, of materials, products, or services as part of Active's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

(b) If any Claim that Active is obligated to defend, settle, and pay damages to Client under Section 9(a) has occurred or, in Active's opinion, is likely to occur, Active may, at its option and expense either (1) obtain for Client the right to continue to use the applicable Software, (2) replace or modify the Software so it becomes non-infringing, without materially adversely affecting the Software's specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by Client based on its lost use and terminate this

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Agreement. Active shall not be obligated to defend, settle, or pay Damages for any Claims to the extent based on: (x) any Client or third party intellectual property or software incorporated in or combined with the Software where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the Software at Active's discretion; (y) Software that has been altered or modified by Client, by any third party or by Active at the request of Client (where Active had no discretion as to the implementation of modifications to the Software or documentation directed by Client), where in the absence of such alteration or modification the Software would not be infringing; or (z) use of any version of the Software with respect to which Active has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

(c) **Indemnification Claims Procedure.** Active's obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve Active of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by Active; and (3) the provision of assistance by Client at Active's request to the extent reasonably necessary for the defense of such Claim.

(d) For the purposes of this Section 9, reference to Active shall also include its suppliers and licensors.

10. GENERAL

10.1 Entire Agreement. This Agreement, including all attachments and referenced Appendices, Schedules and exhibits, constitutes the complete and exclusive statement of the agreement between Active and Client with respect to the subject matter hereof. It supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that Active may fill future purchase or other orders for further goods or services available under this Agreement and, if Active does so, the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise. Any addendum attached hereto shall form an integral part of this Agreement and, in the event of any inconsistency between this Agreement and any addendum, the provisions of the addendum shall prevail; provided however, in the case of indemnification, limitations of liability, and confidentiality obligations, this Agreement shall always control. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before entering into this Agreement are of no force and effect as between Client and Active and are superseded by this Agreement.

10.2 Force Majeure. Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.

10.3 Notices. All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such courioring, as applicable, is retained. Notice may also be deposited in the mails, postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement or such other address of which the party gives notice in accordance herewith, and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

10.4 Governing Law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Bear County, Texas.

10.5 Attorney Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

10.6 Affiliates. During the term of this Agreement, Client may order additional Products and/or Services from Active or one of Active's Affiliates by entering into a Schedule. In the event that Client enters into a Schedule with Active or an Affiliate of Active, reference in this Agreement to "Client" and "Active" shall mean the respective entity that executed the applicable Schedule. A breach of this Agreement by Active's Affiliate shall not affect the rights, privileges, or obligations of Active.

10.7 Non-Assignability. Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent, except that (i) Active may assign this Agreement to one of its affiliates or in connection with any sale or security interest involving all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred; and (ii) Client automatically assigns this Agreement to the purchaser of all or substantially all of Client's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of Client. In the event that any such assignment is made by Client pursuant to (ii), Client must provide Active with written notice of such event within thirty (30) days of such assignment. Active shall have thirty (30) days from its receipt of such notice to terminate this Agreement without further liability or obligation to Client.

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10.8 Term and Survival. The term of this Agreement shall commence on the Effective Date set out on the cover page hereof and shall continue as set forth in Sections 16 or 23.1, as applicable, or until terminated in accordance with Section 6. Sections 1.1, 4, 5.4, 6.2, 8.2, 9, 10, 27.1, and 27.2 of this Agreement, along with all unpaid payment obligations, will survive termination and expiration of this Agreement.

10.9 No Authority to Bind. Neither party shall incur any obligations for or in the name of the other party, or have the authority to bind or obligate the other party. Neither party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

10.10 Counterparts. This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the Parties. Such counterparts taken together shall constitute one and the same original document.

10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions shall remain in full force and effect.

10.12 Cooperative Procurement. Upon consent by Active, this Agreement may be used for permitted cooperative procurement by any public or municipal body, entity, agency or institution. If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, this Agreement may be extended to such other entities indicated above for the procurement of similar products and/or services provided to Client herein and at fees in accordance with this Agreement unless separately negotiated between such other entities and Active. Further related entities participating in a cooperative procurement process shall place their own orders directly with Active and will fully and independently administer their use of this Agreement to include such contractual obligations as those entities and Active deem appropriate without direct administration from the original Client.

APPENDIX 1: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE

11. HOSTED SOFTWARE

11.1 Active will provide Client with access to hosted versions of the Products identified in the applicable Schedule and associated Online Services, and Active hereby grants to Client a limited, non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation.

11.2 Client agrees to receive notifications regarding free product, promotional items, and giveaways at Client's Event(s) or facility(ies), but Client may opt not to receive the items from Active. Client's customers who register for, sign up, or otherwise interact with the Online Services ("End Users") may opt-in to receive information, items, or promotions/deals from Active, in which case, Active will be

responsible for fulfillment and for providing customer service for any such offers.

11.3 Client acknowledges that Active: (a) does not monitor or police communications or data transmitted through the Hosted Software or Online Services by Client or any third party, or any communications or data transmitted by any third party suppliers through the Hosted Software or Online Services; (b) shall not be responsible for the content of any such communication or transmission; (c) shall have no liability of any kind with respect to any materials or information that Client inputs into or transmits, publishes, or distributes through the Hosted Software or Online Services; and (d) may remove or modify any such communication or transmission deemed offensive for which Active has received more than one complaint.

12. LICENSE AND BRANDING

Active hereby grants to Client a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and transmit in digital form Active's name and logo in connection with promotion of the Online Services only in the manner approved of by Active during the term of this Agreement. Client hereby grants to Active a limited non-transferable license to use, display, reproduce, distribute, adapt and transmit in digital or printed form information provided by Client relating to its organization, including its name, trademarks, service marks and logo, in connection with the implementation and promotion of the Online Services; provided, however, that such use shall be as necessary to Active's performance under this Agreement. Client will use reasonable efforts to encourage adoption of the Online Services, including displaying Active's name and logo, in the form supplied by Active from time to time and in a manner approved by Active, in any medium used by Client to promote its programs or services to prospective participants.

13. INFORMATION COLLECTION AND AUTHORIZED USERS

Active may collect certain information from individuals as part of a registration process. Client may login to Active's data management system to access this information. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) Active's privacy policy as published on its website. Client is solely responsible for the security of its login information, authorization credentials, and similar access information (collectively "Login Information") and for the use or misuse of such Login Information. Client agrees to only allow access to and use of the Products to its authorized users. Client acknowledges and agrees that Active may provide access to or use of the Software and Services to anyone utilizing Client's Login Information or who is otherwise authorized by Client to use or access the Software and Services on Client's behalf. Client is responsible for such users' compliance with the terms and conditions of this Agreement. Active may suspend or

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terminate any such user's access to the Software and Services upon notice to Client if Active reasonably determines that any such user has violated the terms and conditions of this Agreement or is otherwise using the Products for suspect purposes. Client will immediately either notify Active in writing or disable such user's access if any previously authorized Client user is no longer authorized to use the Login Information or otherwise use or access the Software and Services. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliate entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active for any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client.

14. FEES FOR HOSTED SOFTWARE

14.1 Transaction fees.

(a) Client shall pay to Active the Hosted Software service fees ("Service Charge(s)") as set out in the applicable Schedule.

(b) In cases where Active's banking or financial partners or similar service providers impose changes in processing costs payable by Active, Active reserves the right to modify Service Charges to reflect such changes. Active further reserves the right to modify the Service Charges once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%).

(c) Active will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by Active. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total registration fees collected, net of Active's Service Charges as set forth in the applicable Schedule and any other deductions provided herein.

(d) If Client enters transactions at fee amounts less than those actually charged to Client's Users, thus reducing or avoiding applicable Service Charges, such action shall constitute a material breach of this Agreement.

(e) Active shall not be responsible for processing or making any refunds. In the event Client initiates a refund, a fee may be charged by Active to Client as set out in the applicable Schedule. Active may set off against user fees collected by Active to the amount of any credit card chargebacks and associated fees applicable to user transactions and to reimburse itself for any overdue fees owed to Active by Client. To the extent that such funds are not available for set off, Client shall promptly reimburse Active for any deficiency.

(f) In the event Client is entering into this Agreement and using the Hosted Software for the benefit of a third-party event or organization ("Third Party Beneficiary"), Client

agrees that Active may send fees collected by Active directly to the Third Party Beneficiary.

(g) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

14.2 Subscription fees.

To the extent set forth in the applicable Schedule, Client shall pay to Active the Hosted Software subscription fees ("Subscription Fees") for the term of this Agreement established in Section 16 below. Client will be invoiced for their first year Subscription Fees upon the first live operational use of the Hosted Software ("Go-Live Date"), with subsequent annual Subscription Fees being invoiced upon each anniversary of Go-Live Date. Payment will be made Net thirty (30) days from invoice date.

15. EXCLUSIVITY FOR HOSTED SOFTWARE.

During the term of this Agreement, Active will be the sole and exclusive provider of registration and other services for the City's Parks and recreation Department, except for events that are free of charge or for City Parks and Recreation Department facilities that are used by course instructors classified as Independent Contractors who collect their own fees and pay the City for use of the City's facilities.

16. TERM FOR HOSTED SOFTWARE

Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and Client shall license from Active, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force for a period of three (3) years from the Go-Live Date of the Hosted Software (the "Initial Term"), with automatic renewals for three (3) year terms (each a "Renewal Term") thereafter until either party gives written notice to terminate the Hosted Software no less than twelve (12) months prior to the end of the Initial Term or Renewal Term, as applicable

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APPENDIX 2: TERMS APPLICABLE ONLY TO LICENSED SOFTWARE AND ASSOCIATED SUPPORT AND MAINTENANCE SERVICES

17. ACCESS TO SYSTEM AND OTHER CLIENT OBLIGATIONS

17.1 Access. Client will provide, at no cost to Active:

(a) subject to the security requirements of Client, 24-hour access to Client's system via either an always-available telephone circuit or an always available internet connection to enable Active or its designated representative to perform any of the obligations placed upon Active by this Agreement; and

(b) subject to the security requirements of Client, remote dial up/internet access methods approved by Active to allow Active to remotely diagnose and correct errors in the Licensed Software and provide other Services.

17.2 Client Obligations. Without limiting any of Client's other obligations under this Agreement, Client will:

(a) use its best efforts to upgrade to any new Release or Version of the Licensed Software as soon as possible after becoming aware of its availability;

(b) ensure that at all times at least one current staff person of Client has been fully trained on the Licensed Software; and

(c) designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person Client may change upon fourteen (14) days prior notice to Active.

18. GRANT OF LICENSES AND LIMITATIONS THEREON

18.1 Active hereby grants to Client a non-exclusive and non-transferable right and license, subject to this Agreement, to install and/or use the Licensed Software, in the manner and for the term stated in the applicable Schedule and Active provided and related written user documentation as follows:

(a) **Workstation-Based Modules.** In respect of each Workstation-based core Module and each Workstation-based add-on Module, Client may install and use each Module on Workstations to access the Enterprise Database on the Database Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(b) **Server-based Add-on Modules.** Client may install and use each server-based Module on as many Workstations as is desired by Client, and Client may use and permit use of such Modules by its clients, all without limit to the number of Users or transactions which simultaneously use any such Module, provided however that:

(i) in respect of each TeleReg and Voice Server Module, Client may install one copy of each Module on one IVR Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for TeleReg Lines Modules as set out in the applicable Schedule; and

(ii) in respect of each Payment Server Module, such Modules may be in Concurrent Use not to exceed the number of licenses granted to Client for Point of Sale Modules as set out in the applicable Schedule.

(c) **Server-based On-line (Internet) Modules.** In respect of each Server-based On-line (Internet) Module, Client may:

- (i) install one copy of each Module on one Internet server, provided that the number of copies of the Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule; and
- (ii) subject to Section 18(d), permit Users to access and use such Modules to access the Database Server via Internet Clients connecting via a licensed Internet Server, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for Online Client Access Modules as set out in the applicable Schedule multiplied by twenty-five (25).

(d) **Cumulative Workstation-based Modules.** In respect of each Cumulative Workstation-based Module, Client may:

- (i) install one copy of each Module on a single Workstation for each license granted to Client therefor as set out in the applicable Schedule; and
- (ii) permit Users using such licensed Workstation(s) to use such Module(s) provided, for greater certainty, that the Modules may be in Concurrent Use not to exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(e) Client hereby acknowledges that the mechanism utilized by the Licensed Software to control the number of Users or Online Client Access which can simultaneously access and use Server-based On-line (Internet) Modules is based upon the number of Users who have at any time logged into Client's computer network using their passwords, such that any User so logged into such network in a manner that would automatically enable the User to access and use such Modules will reduce by one the number of Users able to simultaneously access those Modules, regardless of whether or not such User is in fact accessing or using any such Module. Client hereby waives any claim, and releases Active from any such claim and from any losses or damages Client suffers in relation thereto, in connection with the inability of Users to simultaneously access such Modules where such inability is the result of inactive logged-in Users absorbing available login access.

18.2 Additional Copies. Client will not make any copies of the Licensed Software except as necessary for the installation permitted hereby and except for:

- (a) copies of each Module licensed hereunder for training and testing purposes, and
- (b) for backup purposes, provided that all electronic copies made include screen displays of Active's proprietary or intellectual property notices as recorded on the original copy provided by Active and Client affixes a label to each disk, reel, or other housing for the medium on which each physical copy is recorded setting out the same proprietary and intellectual property notices as appear on the unit of Licensed

Software from which the copy is made in the same manner as those notices appear on that original copy.

19. LICENSED SOFTWARE FEES

19.1 In respect of each Module, Client shall pay to Active all applicable Licensed Software fees listed in the applicable Schedule upon delivery (as defined in Section 2.3) of the Licensed Software.

20. MAINTENANCE SERVICES AND LIMITED WARRANTY

20.1 Active will develop new Releases and new Versions of Licensed Software in accordance with the procedures and other particulars set out in the Support and Maintenance Handbook attached as Exhibit A.

20.2 Provided that Client continues to subscribe for Support and Maintenance in respect of a particular Licensed Software Product, Active will provide to Client, either in physical form by mail or courier or in electronic form via the Internet, new Releases and Versions (and appropriate documentation) for such Licensed Software Products on a when-and-if-available basis.

20.3 **Limited Warranty of Software.** Active warrants that when utilized by Client in a manner authorized hereunder, the Licensed Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from delivery of the Licensed Software ("**Warranty Period**"). Active's sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity which is reported to Active in writing by Client within that Warranty Period. In the event Active is unable to remedy such non-conformity within a reasonable time using reasonable efforts, Active may refund to Client the license fee pertaining to the Licensed Software, subject to Client's return of the Licensed Software, and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by Active. This limited warranty is void if failure of the Licensed Software has resulted from accident, abuse or misapplication. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

21. EXCLUDED SUPPLIES AND SERVICES

Without limitation, the following supplies and services are excluded from Support and Maintenance:

- (a) Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Licensed Software was initially installed;
- (b) Services which are required to remedy problems which do not stem from any defect in Licensed Software;
- (c) Services which are required to remedy problems caused by lack of training of Client's personnel or improper treatment or use of the Licensed Software;
- (d) Full report customization service;

(e) Any and all hardware support, maintenance or troubleshooting issues, except as described in Section 26 regardless of the source of such hardware.

22. FEES FOR SUPPORT AND MAINTENANCE

Support and Maintenance services begin for all Licensed Software listed in the applicable Schedule on the Support and Maintenance Start Date. The cost for Support and Maintenance services is payable annually in advance and is due in its entirety thirty (30) days from date of Active's delivered invoice. Client may elect to specify a preferred alternate Support Renewal Date by so notifying Active in writing. If an alternate preferred Support Renewal Date is specified, the cost of Support and Maintenance will be prorated from the anniversary of the Support and Maintenance Start Date to the specified Support Renewal Date. Thereafter, the Support and Maintenance fee is payable in advance on every annual anniversary of the Support and Maintenance Start Date or, if there is a Support Renewal Date, every anniversary of the Support Renewal Date (the applicable anniversary being the "Support Renewal Date"). Active will provide invoices to Client for all such amounts, such invoices due on the later of (a) the Support and Maintenance Start Date or applicable Support Renewal Date, as applicable, and (b) thirty (30) days from the date of the invoice.

22.1 For the first year of this Agreement commencing with the Effective Date, Support and Maintenance pricing shall be equal to twenty-five percent (25%) of the gross software license fees. Support and Maintenance pricing for all successive years shall be equal to twenty-five percent (25%) of the gross software license pricing charged by Active for equivalent software as of the date of each such renewal year, provided, however, that any increase in Active's annual Support and Maintenance pricing for any renewal year shall not exceed ten percent (10%) of the renewal fees charged in the prior year. Any additional software licensed to Client by Active will increase the total gross software license fees upon which Maintenance and Support pricing is based. Active will provide invoices to Client for renewal fees up to sixty (60) days prior to expiration of each term.

22.2 The Support and Maintenance fees identified in the applicable Schedule are applicable only upon the date of entry into this Agreement, and are subject to change thereafter in accordance with this Agreement's terms.

22.3 In consideration of the Support and Maintenance provided hereunder, Client agrees to pay Active the fees described in the applicable Schedule, as modified explicitly pursuant to this Agreement. In the event Client requires Support and Maintenance for additional Licensed Software, Client agrees to pay Active the additional Support and Maintenance fees applicable based upon the fees then in effect, prorated from the date of agreement to acquire such services to the Support Renewal Date.

22.4 Unless the applicable Schedule indicates otherwise, the fees charged hereunder are applicable to Support and Maintenance of Licensed Software used with respect to only a single database of Client data. If Client, after entering this

Agreement, places in service one or more additional databases to be used in relation to the Licensed Software, then for each such additional database, an additional 25% of all gross Licensed Software fees due, exclusive of such extra database fees, will be payable hereunder for Support and Maintenance. Client will notify Active as soon as reasonably possible of the installation or use of any such additional database(s).

22.5 Active may terminate and suspend performance of all Support and Maintenance if Client fails to pay any past due Active invoice within thirty (30) days of written notice of such failure, in the event of any other material breach by Client which remains uncured thirty (30) days after notice thereof or if any of the Licensed Software ceases to be subject of a valid software license agreement.

22.6 If at any time after Client has initially licensed any of the Licensed Software from Active, Client's right to receive Support and Maintenance, or comparable services, from Active under this Agreement or a comparable agreement has lapsed for any reason whatsoever, voluntarily or otherwise, and Client wishes to receive Support and Maintenance from Active, Client will pay to Active, prior to re-instatement of Support and Maintenance services:

22.7 a reinstatement fee equal to the greater of 50% of the current annual support fee or the sum of the unpaid support fees that would have been payable hereunder had this Agreement been in force during the time in which Support and Maintenance rights had so lapsed to the date of reinstatement, and

(a) at least one additional year of Support and Maintenance from the date of reinstatement.

23. TERM FOR SUPPORT AND MAINTENANCE

23.1 **Term.** Active shall provide to Client, and Client shall purchase from Active, Support and Maintenance for a period commencing on the Support and Maintenance Start Date and, subject to termination as provided herein, continuing until the following Support Renewal Date or anniversary of the Support and Maintenance Start Date, with automatic renewals for one (1) year terms thereafter until either party gives written notice to terminate Support and the Maintenance no less than ninety (90) days prior to the end of the then-current term, provided however that the fees payable in respect of the Services and the Products may be revised by Active in accordance with this Agreement.

APPENDIX 3: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

24. PURCHASE AND SALE; DELIVERY

24.1 **Purchase Commitment and Price.** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in a Schedule in the volumes and at the prices described therein.

24.2 **Delivery.** Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not

seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefor, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

24.3 Changes by Client to Delivery Schedule. Following delivery by Client of any purchase order documentation described in Section 24.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

24.4 Acceptance of Purchase Orders.

Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 25.2.

24.5 Additional Third Party Products. Client may purchase Third Party Products in addition to those listed in a Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in a Schedule on the date of execution of such Schedule subject to the following:

(a) the price for such additional Third Party Products is subject to Agreement between the parties each in their own absolute discretion, and

(b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

25. CHARGES AND PAYMENTS

25.1 PRICES. THE PRICING APPLICABLE TO THIRD PARTY PRODUCTS IS AS SET OUT IN THE APPLICABLE SCHEDULE IN THE FORM FINALLY AGREED TO BY THE PARTIES.

25.2 Prices. The pricing applicable to third party products is as set out in the applicable schedule in the form finally agreed to by the parties.

(a) **Pricing Variability.** Client acknowledges that the prices described in a Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the applicable Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed a Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the applicable Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

26. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry, for Third Party Products, as further specified in the Support and Maintenance Handbook.

27. PROPRIETARY RIGHTS

27.1 Third Party Proprietary Rights and Indemnity by Client. Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend, indemnify and hold harmless Active for any claim based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product.

27.2 Additional Terms. Client acknowledges that the possession, installation and use of Third Party Products may be subject to additional terms and conditions accompanying such Third Party Products at the time of delivery.

28. WARRANTY

28.1 Warranty. Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

28.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers, suppliers

or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 26. If such defect or nonconformity cannot be remedied during such

troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 26. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

EXHIBIT A

STATEMENT OF WORK



City of San Antonio, TX
The Active Network LLC, ACTIVE Net Project
Statement of Work
Version 1.5

Document Revision History

| Version | Modified Date | Modified By | Title | Organization | Comments |
|----------------|----------------------|--------------------|----------------------------|---------------------|----------------------------------|
| 1.0 | 30 Jun 2014 | Gord | Project Manager | Active Network | Initial Document Creation |
| 1.1 | 24 Oct 2014 | Mario Rodriguez | Project Management Manager | City of San Antonio | First City Revision |
| 1.2 | 24 Oct 2014 | Lorena Lamza | Business Analyst | City of San Antonio | Added comments for review |
| 1.3 | 5 Jan 2015 | Gord Boisvert | Project Manager | Active Network | Added comments and answers |
| 1.4 | 3 Feb 2015 | Mario Rodriguez | Project Management Manager | City of San Antonio | Responded to additional comments |
| 1.5 | 29 May | Gord | Project Manager | Active Network | Updated payment milestones |
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1.0 EXECUTIVE SUMMARY

The City of San Antonio (The City) is undertaking a project to improve its services and efficiency in the area of Recreation reservations and registrations. This involves the acquisition, purchase, and installation of various software/hardware components as well as significant business process re-engineering. This Statement of Work (SOW) describes in detail, the products and services to be delivered by The Active Network, LLC. (Active) to/for The City of San Antonio (The City) during the implementation of the ACTIVE Net (AN) project. This project consists of following high level elements:

- Implementation of the AN Application
- Fit/Gap and Configuration of the AN application
- Project planning
- Development of a training manual specifically tailored to the implementation of the AN application for the City of San Antonio.
- Implementation, Training, UAT for the following modules:
 - Module 1 - Facility Reservation
 - Module 2 - Activity Registration
 - Module 3 – FlexReg/Daycare
 - Module 4 - Memberships
 - Module 5 - POS
 - Module 6 - League Scheduling
- Implementation of the technical services for the Financial Export and the Integration to Payment Manager
- Go live support

Additional City Departments/Agencies and business systems may be on-boarded or integrated to the AN application in future phases of the project. That work shall be documented and governed under separate Statements of Work.

2.0 ASSUMPTIONS

The following assumptions were made during the development of this statement of work and shall be considered to constrain the project as it moves forward. Any change that impacts these assumptions shall be considered a change requiring a project change request.

- Active will apply industry practices and reasonable effort to complete installation, configuration, testing, and training in a timeframe as mutually agreed by The City and Active. The parties in an effort to achieve this goal will establish Critical Path Milestone dates (CPM) for the project. Final critical milestone dates and a detailed project plan will be established following the Project Launch Review.

3.0 APPROACH, TASKS, AND DELIVERABLES

The work under this SOW shall be implemented based on the following milestones:

| Milestone* | Description |
|------------|-------------|
|------------|-------------|

| | |
|---|--|
| 1 | Initiation, Planning and General Settings Launch |
| 2 | Module Launch – All Modules |
| 3 | Testing – All Modules Facility Reservations; Activity Registration; FlexReg/Daycare ; Memberships, POS; League Scheduling; |
| 4 | SME Training All Modules |
| 5 | Delivery of Technical services |
| 6 | Final User Training – All Modules |
| 7 | Go Live |

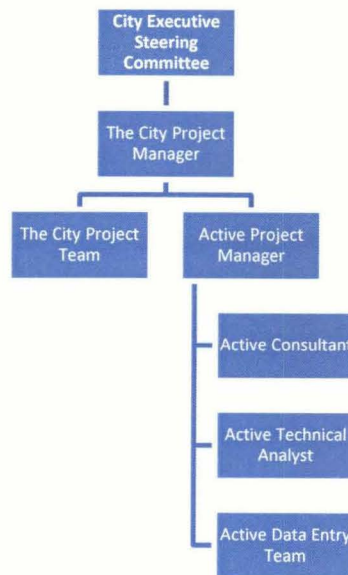
A Formal Signoff Process shall be followed to document successful completion of each milestone. See section 4.2.2 for details on the signoff process/procedure.

** Milestone work will be performed concurrently when possible.*

4.0 IMPLEMENTATION PROCESS (TEAM, ROLES, PROCESS)

The implementation process begins with planning and preparation, including team conference calls, to get the process started. Active will set up an email distribution list of those dedicated to the project to help ensure consistent communication between all members of the Active team and The City’s migration team.

4.1 TEAM



4.1.1 Executive Steering Committee

The Executive Steering Committee shall act as the governing body for this statement of work. This committee shall be composed of one Active executive and two (2) or more City executives. This committee will meet as needed during the execution of this statement of work in order to adjudicate change controls and provide for issue escalation and resolution.

4.1.2 The City Project Manager

The City Project Manager will work closely with the Active Project Manager and shall be the City's primary project manager for the project and will be responsible for the project schedule, budget, and day to day management of the tasks associated with this SOW. The City Project manager shall report to The City Program Management Office (PMO) and the Executive Steering Committee. They will conduct weekly (or as needed) project meetings and provide weekly (or as needed) status reports to the PMO and the Steering Committee. The Active Project Manager shall report to the City Project Manager for the duration of this statement of work.

4.1.3 The City Project Team

The City Project Team will consist of both business and technology personnel as required to successfully support the execution of this SOW. Primarily this will be Business Subject Matter Experts (SMEs), System Administrator(s), Database Administrator(s), Architect(s), and Developer(s). The exact makeup and number of team members shall be determined as the work proceeds.

4.1.4 Active Implementation Team

Active's Implementation Services Group will use a team-based approach to work with The City Team to install, configure, and train the City Staff so that they are able to start using *ACTIVE Net*. Led by the Active Project Manager, the Active team for this project will include a Technical Support Specialist, Data Entry Team and a Consultant. The City's Team is led by the Project Manager and is assisted by the Technical/System Support Specialist and System Administrators. This project will involve Active software setup, loading of the City's data, and training City staff on System functions. The roles and responsibilities are listed below.

4.1.4.1 Active Project Manager

As soon as the contract between The City and Active is fully executed, Active will designate the Project Manager & Team for this project and will provide The City with all appropriate contact information. The Active Project Manager works closely with The City Project Manager to ensure that all assigned resources (Active and The City) remain attentive to meeting the project completion. Active shall provide an experienced Project Manager who is accountable for all services and deliverables provided under the Contract, and who should work in partnership with the City Project Manager to ensure the on-time delivery and successful deployment of a functioning system that meets the City's requirements and the successful ongoing operation of the system. The Active Project Manager will lead the efforts to plan the project and document phases, tasks, activities, milestones, schedule and resources required. The Active Project Manager will meet weekly, or as deemed necessary, with The City Project Manager to provide a written project status report and attend weekly status meetings via conference call.

When the project draws to a close, the Project Manager facilitates transfer of support from Implementation Services to Customer Services.

Conflict Resolution - The Active Project Manager will report any issues / problems that impede the progress of the project to The City Project Manager. The project managers will work closely to resolve any unresolved issues and/or problems. The Active Project Manager can request in writing that The City Project Manager escalate an issue that he/she believes is outside the collective ability of the project managers to resolve and which could have an adverse impact on the project completion and/or cost. The City Project Manager will meet with the Active Project Manager to assess the basis of the request and determine if the matter should be escalated to the Executive Committee. . The City Project Manager will forward the issue in writing to the Executive Committee and request an executive decision as soon as possible. (Executive Committee will include at least 2 members of The City Management Team)

4.1.4.2 Active Consultant

Active's Consultant will be assigned to work directly with The City. As The City learns how to use *ACTIVE Net*, this Consultant will be the primary representative for the Active team. The Consultant provides an overview of functions for each *ACTIVE Net* module, and trains the key staff in its use of the system. As part of the training, the Active Consultant shall deliver manuals, job aids, quick reference guides or other training documentation to support the end user as reference material following the training. Additionally, the Consultant provides tools to expand understanding and verify knowledge of the system.

Each training day typically starts at 8:30am and runs to 12:00. (Excluding breaks) Training typically continues at 1:00pm until 5:00pm (specific hours may vary depending on customary work hours). The City is responsible for the training facility and making arrangements for the appropriate staff to be present once The City and the Consultant agree on the schedule. Work days are Monday to Friday; if weekend work is request by The City this can be arranged, but a change request will need to be completed.

4.1.4.3 Active Data Entry Team

Active's Data Entry Team will work with The City Subject Matter experts and the Active Consultant to enter the data required to setup the system. This only includes system data (e.g. Facilities, Activities, GL codes, fees, etc.). It does not include customer transactional data (e.g. balance on account, current registrations, current bookings, etc.)

4.2 CONTROL PROCESSES

4.2.1 Change Control

In order to assess and evaluate the impacts of changes, (as defined by the contract and as specified in the Statement of Work by and between Active Network, Inc. and The City) a predefined process shall be followed to ensure that both parties acknowledge and agree before any work related to the change proceeds. The purpose of this procedure/process is to:

- Assess the impact of scope changes on project schedules, resources, and pricing
- Provide a formal vehicle for approval to proceed with any changes for this SOW
- Establish the impact of all change requests
- Provide a project audit record of all changes to the original SOW

The following details the business rules, process, and exceptions (if any), and outcomes:

1. All changes shall be documented using the Change Request Form set forth in Appendix A of this SOW.
2. The City and Active shall work in good faith to diligently document the potential change and its potential impacts on schedule, resources, and pricing as related to this SOW.
3. Once the change is identified and documented, the Change Request Form shall be presented to the Executive Steering Committee for review and approval.
4. If the change is approved by the steering committee, The City will modify any underlying legal documents (I.E. This SOW) as/if necessary before Active proceeds.
5. If the change is rejected by the steering committee both Parties will complete their respective obligations as set forth in this SOW.

4.2.2 Billing

Active Networks will provide this service to the City of San Antonio on a fixed fee with accepted deliverable based payments. Deliverables will be comprised of either single or multiple milestones. The City of San Antonio will be billed on the invoice schedule below after acceptance of the milestone by the City. Invoices will be due net 30 days from the invoice date. The Milestone Value is full value for each accepted deliverable payment. The net due at each Payment Milestone is the net of Milestone Value minus the Retention 10% holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final Payment Milestone.

The value includes travel and airfare costs to a maximum of 10 trips and 50 onsite days.

| Milestone Reference | Payment # | Deliverable Description | Contract % | Retention % | Value |
|---------------------|-----------|--|------------------|-------------|------------------|
| 1 | 1 | Initiation, Planning and General Settings Launch | 32,760 | 10 | 29,484 |
| 2,3 | 2 | Module Launch and UAT All Modules | 32,760 | 10 | 29,484 |
| 4 | 3 | SME Training All Modules | 32,760 | 10 | 29,484 |
| 5 | 4 | Delivery of Technical Systems | 32,760 | 10 | 29,484 |
| 6 | 5 | Final User Training | 32,760 | 10 | 29,484 |
| 7 | 6 | Go Live | | 0 | 16,380 |
| Total | | | \$163,800 | | \$163,800 |

4.2.3 Milestone Signoff

At the completion of each milestone a predefined signoff/approval process shall be followed to ensure that The City has accepted that the work has been completed to the specifications/terms detailed in this SOW and the acceptance criteria has been met.. The following details the business rules, process, and exceptions (if any), and outcomes:

1. Active shall complete an Acceptance Form as set forth in Appendix B of this SOW at the completion of each milestone.

2. The Acceptance Form shall be reviewed and approved by a The City Business Agency Designate, The City Project Manager, and the Active Project Manager.
3. The Completion, Review, and Approval of this form shall:
 - a. Formally document The City Acceptance of associated milestone deliverables and successful testing / verification of the milestone as outlined in the Milestones section of this SOW.
 - b. Provide an audit trail of each completed milestone and The City acceptance of its delivery.

5.0 MILESTONES

The following section provides details, responsibilities, deliverables, and acceptance criteria for all milestones covered by this SOW.

5.1 MILESTONE #1 ~ PROJECT INITIATION, PLANNING AND GENERAL SETTINGS REVIEW

Description:

This milestone will entail a project kickoff meeting with key stakeholders; meetings with business users to document existing processes, advice to The City staff on the best practices to deploy ACTIVE Net product and development of a detailed project plan.

Responsibilities:

Active Network:

1. Attend the project kickoff meeting onsite.
2. Interview The City department business representatives regarding current business and system processes.
3. Advise The City staff on best practices to deploy ACTIVE Net, including options and recommendations for phasing the roll-out
4. Review and documentation of the General Settings in ACTIVE Net
5. Review the ACTIVE Net – Data Assessment document
6. Create a draft detailed project plan and risk register. The plan shall include estimated work effort, duration, start and end dates, resource assignments, with no individual work task more than 80 hours on the plan. The plan shall include critical milestones and include all deliverables that are part of the approach and methodology.
7. Setup Basecamp site for the project

The City:

1. Schedule and coordinate staff and facilities for all meetings
2. Provide appropriate subject matter experts for all sessions
3. Provide documentation for existing processes including forms
4. Arrange stakeholder review and approval all documents

Deliverables:

Active Network:

1. Project Launch Agenda and kickoff presentation
2. Business Process Review Documents outlining current system, processes and workflow and recommended future system processes and workflow. Fit/Gaps will be documented in the BPR documents. This document will also include recommendations for proposed schedules for phased functionality and/or phased departmental deployment.
3. Draft detailed project plan and risk register.
4. Creation of Basecamp environment for the project

The City:

1. Timely review and comments on all deliverables
2. Complete the Data Assessment document
3. Acquire any hardware or workstations required for deployment
4. Sign off of the Project Plan

ACCEPTANCE CRITERIA

Active and The City will mutually agree that MILESTONE 1 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are complete. The Signoff Process will be executed and a copy maintained by both parties.



City of San Antonio, TX
The Active Network, Payment Manager Project
Statement of Work
Version 1.9

Document Revision History

| Version | Modified Date | Modified By | Organization | Comments |
|----------------|----------------------|--------------------|---------------------|--|
| 1 | 11 Jun 2014 | Gord Boisvert | Active Network | Initial Document Creation |
| 1.1 | 25 Sep 2014 | Mario Rodriguez | COSA | Revisions made to reflect COSA preferences. |
| 1.2 | 25 Sep 2014 | Lorena Lamza | COSA | Updated milestone order and UAT deliverables |
| 1.3 | 1 Oct 2014 | Mario Rodriguez | COSA | Updated Milestone Order |
| 1.4 | 2 Oct 2014 | Lorena Lamza | COSA | Added CTR Parking System to integration list in section 1.0 |
| 1.5 | 16 Oct 2014 | John Cook | ISG | Made modifications to add additional details to deliverables and acceptance criteria |
| 1.6 | 29 Oct 2014 | Lorena Lamza | COSA | Accepted all the document changes into version 1.6 |
| 1.7 | 5 Jan 2015 | Gord Boisvert | Active | Updated with changes |
| 1.8 | 3Feb 2015 | Mario Rodriguez | COSA | Updated based on suggested changes from Gord and answers to open questions |
| 1.9 | 29 May | Gord Boisvert | Active | Updated payment milestones |
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6.0 EXECUTIVE SUMMARY

The City of San Antonio (City) is undertaking an important initiative to enhance quality and cost-effectiveness of service delivery to its citizens.

- Purchase and installation of the Active Payment Manager Application
- Fit/Gap and Configuration of the Active Payment Manager for the City Finance department
- Integration of the Active Payment Manager with the following City Legacy Systems
 - SAP (AR and financial export)
 - Hansen (Development Services)
 - Millennium (Library)
 - Chameleon (Animal Control)
 - GTU (SAPD Ground Transportation Unit)
 - FAMS (SAPD False Alarm Management System)
- End user, technical, and system admin. training of appropriate personnel within impacted City departments (Finance, Technology Services and Development Services).
- Over the counter and web payments

Additional City Departments/Agencies and business systems may be on-boarded or integrated to the Active Payment Manager in future phases of the project. That work shall be documented and governed under separate Statements of Work.

7.0 ASSUMPTIONS

The following assumptions were made during the development of this statement of work and shall be considered to constrain the project as it moves forward. Any change that impacts these assumptions shall be considered a change requiring a project change request.

- Active will apply industry practices and reasonable effort to complete installation, configuration, testing, and training in a timeframe as mutually agreed by the City and Active. The parties in an effort to achieve this goal will establish Critical Path Milestone dates (CPM) for the project. Final critical milestone dates and a detailed project plan will be established following the Business Process Review.

- Integrations between the Active Payment Manager and the City Enterprise systems may require licensing or services from the other application vendors. These licenses and/or services are out of scope of this SOW and will be managed by the city.
- The Microsoft SQL Server platform shall be used to host the backend database used by the Active Payment Manager and its associated modules. The City shall provide the database licenses and shall create/manage any DB instances required to host the application and its associated modules.

8.0 APPROACH, TASKS, AND DELIVERABLES

The work under this SOW shall be implemented based on the milestones defined in this document.

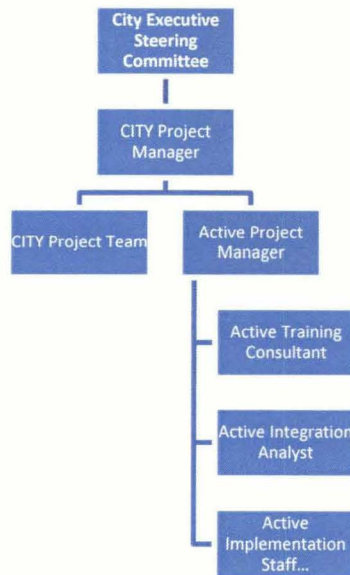
A Formal Signoff Process shall be followed to document successful completion of each milestone. See section 4.2.2 for details on the signoff process/procedure.

** Milestone work will be performed concurrently when possible.*

9.0 IMPLEMENTATION PROCESS (TEAM, ROLES, PROCESS)

The implementation process begins with planning and preparation, including team conference calls, to get the process started. Active will set up an email distribution list of those dedicated to the project to help ensure consistent communication between all members of the Active team and the City's migration team.

9.1 TEAM



9.1.1 City Executive Steering Committee

The City Executive Steering Committee shall act as the governing body for this statement of work. This committee shall be composed of one Active executive and at least two (2) City executives. This

committee will meet bi-weekly during the execution of this statement of work in order to adjudicate change controls and provide for issue escalation and resolution.

9.1.2 City Project Manager

The City Project Manager will be the primary project manager for the project and will be responsible for managing the project schedule, monitoring the budget, and day to day management of the tasks associated with this SOW.

9.1.3 City Project Team

The City Project Team will consist of both business and technology personnel as required to successfully support the execution of this SOW. Primarily this will be Business Subject Matter Experts (SMEs), System Administrator(s), Database Administrator(s), Architect(s), and Developer(s). The exact makeup and number of team members shall be determined as the work proceeds.

9.1.4 Active Implementation Team

Active's Implementation Services Group will use a team-based approach to work with the City Team to install, configure, and train City Staff so that they are able to start using *Payment Manager*. Led by the Active Project Manager, the Active team for this project will include an Integration Analyst, a Technical Support Specialist and a Training Consultant. The City's Team is led by the Project Manager and is assisted by the Technical/System Support Specialist and POS System Administrator. This project will involve Active software setup, loading of the City's database, and training the City staff on System functions. The roles and responsibilities are listed below.

9.1.4.1 Active Project Manager

As soon as the contract between the City and Active is fully executed, Active will designate the Project Manager & Team for this project and will provide City with all appropriate contact information. Active shall provide an experienced Project Manager who is accountable for all services and deliverables provided under the Contract, and who should work in partnership with the City Project Manager to ensure the on-time delivery and successful deployment of a functioning system that meets the City's requirements and the successful ongoing operation of the system. The Active Project Manager will lead the efforts to plan the project and document phases, tasks, activities, milestones, schedule and resources required. The Active Project Manager works closely with the City Project Manager to ensure that all assigned resources (Active and City) remain attentive to meeting the project completion. The Active Project Manager will meet weekly, or as deemed necessary, with the City Project Manager to provide a written project status report and attend weekly status meetings via conference call.

When the project draws to a close, the Project Manager facilitates transfer of support from Implementation Services to Customer Services.

Conflict Resolution - The Active Project Manager will report any issues / problems that impede the progress of the project to the City Project Manager. The project managers will work closely to resolve any unresolved issues and/or problems. The Active Project Manager can request in writing that the City Project Manager escalate an issue that he/she believes is outside the collective ability of the project managers to resolve and which could have an adverse impact on the project completion and/or cost. The City Project Manager will meet with the Active Project Manager to assess the basis of the request and

determine if the matter should be escalated to the Executive Committee. The City Project Manager will forward the issue in writing to the Executive Committee and request an executive decision as soon as possible. (Executive Committee will include at least 2 members of the City Management Team)

9.1.4.2 Active Training Consultant

Active's Training Consultant will be assigned to work directly with the City. As the City learns how to use *Payment Manager*, this Training Consultant will be the primary representative for the Active team. The Training Consultant provides an overview of functions for each *Payment Manager* module and trains the staff in its use of the system. As part of the training, the Active Training Consultant shall deliver manuals, job aids, quick reference guides or other training documentation to support the end user as reference material following the training. Additionally, the Training Consultant provides tools to expand understanding and verify knowledge of the system.

Each training day typically starts at 8:30am and runs to 12:00. (Excluding breaks) Training typically continues at 1:00pm until 5:00pm (specific hours may vary depending on customary work hours). The City is responsible for the training facility and making arrangements for the appropriate staff to be present once the City and the Training Consultant agree on the schedule. Work days are Monday to Friday, if weekend work is request by the City this can be arranged, but a change request will need to be completed.

9.1.4.3 Active Integration Analyst

Active's Integration Analyst will work with City IT team to establish the architecture and high level design for each integration between Active Payment Manager and the in scope City Legacy Business Systems. The Integration Analyst will be responsible for creating/coding any specified interfaces and/or configuration of associated or supporting tools or programs. As part of this activity the Active Integration Analyst shall produce the following deliverables for each integration:

- Interface Specification detailing how/what data shall be transferred.
- Integration Test Plan and Test Cases
- Coded interface, and configured supporting tools/programs as needed
- Setup and Execution of the integration tests

9.2 CONTROL PROCESSES

9.2.1 Change Control

In order to assess and evaluate the impacts of changes, (as defined by the contract and as specified in the Statement of Work by and between Active Network, Inc. and the City) a predefined process shall be followed to ensure that both parties acknowledge and agree before any work related to the change proceeds. The purpose of this procedure/process is to:

- Assess the impact of scope changes on project schedules, resources, and pricing
- Provide a formal vehicle for approval to proceed with any changes for this SOW
- Establish the impact of all change requests
- Provide a project audit record of all changes to the original SOW

The following details the business rules, process, and exceptions (if any), and outcomes:

6. All changes shall be documented using the Change Request Form set forth in Appendix A of this SOW.
7. The City and Active shall work in good faith to diligently document the potential change and its potential impacts on schedule, resources, and pricing as related to this SOW.
8. Once the change is identified and documented, the Change Request Form shall be presented to the Executive Steering Committee for review and approval.
9. If the change is approved by the steering committee, City will modify any underlying legal documents (I.E. This SOW) as/if necessary before Active proceeds.
10. If the change is rejected by the steering committee both Parties will complete their respective obligations as set forth in this SOW.

9.2.2 Milestone Signoff

At the completion of each milestone a predefined signoff/approval process shall be followed to ensure that City has accepted that the work has been completed to the specifications/terms detailed in this SOW and the acceptance criteria has been met. The following details the business rules, process, and exceptions (if any), and outcomes:

4. Active shall complete an Acceptance Form as set forth in Appendix B of this SOW at the completion of each milestone.
5. The Acceptance Form shall be reviewed and approved by City Designates, the City Project Manager, and the Active Project Manager.
6. The Completion, Review, and Approval of this form shall:
 - a. Formally document the City Acceptance of associated milestone deliverables and successful testing / verification of the milestone as outlined in the Milestones section of this SOW.
 - b. Provide an audit trail of each completed milestone and the City acceptance of its delivery.

10.0 MILESTONES

The following section provides details, responsibilities, deliverables, and acceptance criteria for all milestones covered by this SOW.

10.1 MILESTONE 1: PROJECT INITIATION, PLANNING AND BUSINESS PROCESS REVIEW

Description:

This phase will entail a project kickoff meeting with key stakeholders; meetings with business users to document existing processes, advice to City staff on the best practices to deploy ACTIVE Network products, finalization of City server, network and technical infrastructure, and development of a detailed project plan.

Responsibilities:

Active Network:

- Attend the project kickoff meeting in person
- Provide an agenda for the BPR (Business Process Review) sessions to prepare the City for documents/staff that are required
- Interview City department business representatives regarding current business and system processes as part of the Business Process Review (BPR).
- Interview with City technical staff to determine current technical environment, and meetings to agree on technical environment for Payment Manager
- Advise City staff on best practices to deploy ACTIVE Network products, including options and recommendations for phasing the roll-out
- Create a BPR Current state document that summarizes how the city departments process payments today as found during the BPR sessions
- Create a BPR Recommendations document that will detail how the Payment Manager application will be setup/configured to support the city's processes, including proposed schedules for phased functionality and/or phased departmental deployment. The recommendations will also document the technical infrastructure that will be required to support Payment Manager, with product lists to support the City in establishing the appropriate technical environment for successful deployment of the product. Active will meet with City executives to present their recommendations, and will formalize their Recommendations into a Deployment Plan with acceptance by the City of the recommended approach.
- Create a draft detailed project plan, including estimated work effort, duration, start and end dates, resource assignments, with no individual work task more than 80 hours on the plan. The plan shall include critical milestones and include all deliverables that are part of the approach and methodology.

City:

- Schedule and coordinate staff and facilities for all meetings
- Provide appropriate subject matter experts for all sessions
- Provide documentation for existing processes including forms, interfaces, and invoices
- Arrange stakeholder review and approval of all documents
- Acquire and install any required new technical infrastructure hardware or software

Deliverables:

ACTIVE Network:

- BPR Current State document that will cover:
 - Locations to be deployed and the peripherals being used

- Physical cashiering security
- Payment processing (payment types, channels and general operations)
- Details of how all other applications that Payment Manager will be integrating to are being used by the current cashiering system
- Accounting and reconciliation
- Busy periods
- All the types of transactions
- Any special/unique processes that interact with cashiering
- BPR Recommendations document that will cover:
 - Locations and Cashiering licensing
 - Workstation software required
 - Server, network and technical infrastructure required for the new implementation at the City
 - Cashiering Peripherals
 - Imaging or scanning required
 - Payment processing
 - General operations
 - Cashier Balancing
 - High level description of the Integration to other applications. Detailed integration specifications will be delivered in the appropriate milestones below.
 - Non-integrated items
 - Setup of Payment Manager (Locations, Payment types, Terminals, Items, etc.)
 - Security
 - Financial Export
 - General Recommendations
 - Timing/phasing recommendations for functionality and departments, as appropriate
 - Next steps
- Detailed project plan

City:

- Timely review and comments on all deliverables

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 1 has been completed when all deliverables are satisfactorily complete. The Signoff Process will be executed and a copy maintained by both parties.

10.2 MILESTONE 2: SOFTWARE DELIVERY, INSTALLATION AND CONFIGURATION

Description:

This phase will include the configuration and initial set up of the POS application on the Payment Manager database. This phase will entail the licensing of the POS software.

Responsibilities:

Active Network:

- Provide links to deliver all software to the City and license key for all the modules purchased.
- Install, configure and setup and verify that the test, quality and production environments operate as specified.
- Conduct system administration training (remote)
- Provide best practices and assistance for software configuration activities
- Training session with the desktop support group on how to install the Payment Manager application on the desktop and how to configure POS hardware. ACTIVE will provide base documentation for these activities.

City:

- Provide servers required.
- City will create a process to back up the production and test databases.
- City will provide remote access to allow ACTIVE staff to configure and install components.
- Department personnel to enter data (POS items for sale, GL accounts, locations, terminals, users, etc.) as part of the training. This will be done on the production database and then this database will be restored in the test environment.
- Order test POS peripherals
- Desktop personnel to participate in a training session. Also the desktop group will create documentation on how they will install the Payment Manager application and POS hardware

Deliverables

ACTIVE Network:

- Software links and license key
- Verify the functionality of all licensed software, and provide documentation of verification to City
- Templates for data gathering for the setup of the POS data
- Remote system administration and desktop support training

City:

- Provide necessary servers
- Provide backup procedures for production and test environments
- Order test POS peripherals
- Final documentation for POS hardware set up
- POS Administrator(s) for training

ACCEPTANCE CRITERIA

ACTIVE and The City will mutually agree that MILESTONE 2 will be deemed completed upon verification by Active Network of the licensing of the configured servers. The Signoff Process will be executed and a copy maintained by both parties.

10.3 MILESTONE 3: BATCH PROCESSING, REPORTING, PAYMENT PROCESSING AND SECURE

Description:

This milestone entails set up of the merchant accounts, payment processing, report customization and POS secure functionality.

Responsibilities:

Active Network:

1. Setting up and testing of the merchant accounts for credit/debit card processing
2. Session to review the stock Payment Manager reports and to document any customizations requested. Also to document the reporting processes that City staff will use.
3. Active will customize up to 3 reports as needed. Any additional reports that the City determines they want customized either need to be done by the City or as a change request
4. Training session with IT staff to understand reporting structure of the Payment Manager database and how Crystal is used in it. Active will also provide a schema and data dictionary.
5. Creation of the initial user procedure and training guides. This includes a cheat sheet of the most common functions the cashiers will use, an end of day procedure document, a training syllabus for cashiers and supervisors
6. Creation and testing of any import specifications for the batch processing
7. Training of the POS Administrator for set up of batch processing
8. Session to document how and where POS Secure module that allows users to continue during network interruptions will be used.
9. Working with the City IT team, lead efforts to install, setup and test POS Secure on the server and 1 workstation

City:

1. Information on the layout and the data of any files for the batch processing
2. Merchant account information
3. IT staff that is knowledgeable in Crystal to participate in the reporting training and to customize reports that the business users identify
4. IT staff to give access to Active team to set up and test merchant accounts
5. Business and IT team to be available for testing of the payment processing, batch processing and Secure
6. POS Administrator to set up the necessary data elements in POS
7. IT staff to provide necessary servers and network/workstation access
8. IT staff to help set up in production once fully tested

Deliverables:

Active Network:

1. Schema and Data Dictionary for the Payment Manager Database
2. Successful testing of the merchant accounts, documented in system test report
3. Set up of the batch processing, import specifications for batch processing
4. Creation of up to 3 customized Crystal Reports
5. Documentation for reporting processes at City
6. Setup of POS Secure
7. Lead testing of the Batch Processing, Reports and Secure
8. User procedure and training guides.

City:

1. Support testing of the Batch Processing, Reports and Secure
2. Necessary servers for Secure
3. Creation of the remaining customized Crystal Reports if needed.

ACCEPTANCE CRITERIA

Active and City will mutually agree that MILESTONE 3 has been completed when the City has signed the acceptance certificate, indicating that the deliverables are complete. The Signoff Process will be executed and a copy maintained by both parties.

10.4 MILESTONE 4: INTEGRATION TO SAP ACCOUNTS RECEIVABLE

Description:

This phase will entail the development of the Accounts Receivable interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for validation and for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test scripts to the business user
- Working with the users, lead efforts to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the SAP database
- Create a dblink or other required method from the test Payment Manager database to the other database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary methods in the SAP database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and in the production SAP database

Deliverables:

Active Network:

- Ensure functional integration to SAP
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the SAP database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 4 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

10.5 MILESTONE 5: DEPLOYMENT OF INTERNET PAYMENTS

Description:

This milestone entails setting up the Payment Manager Internet component and the ability for City to have their customers take payments over the internet.

Responsibilities:

Active Network:

1. Set up of the Payment Manager internet module
2. Setup/configuration of the Active e-commerce web application to allow City applications to create/update carts and get AR balances updated after payments are processed.
3. Working with City users, lead efforts to test setup and configuration
4. Training session with POS Administrator
5. Planning session with City web and IT users on how the Payment Manger internet module works and what is needed to be done by City
6. Training of IT staff to support infrastructure
7. Configuration of the internet merchant account(s) on the Active Payment Server

City:

1. Provide the necessary web server and the SSL certificate needed
2. Provide merchant account(s) for internet credit card processing
3. Web resource to participate in the set up and configuration as needed
4. Web resources to set up the City site to redirect the customer to the Payment Manger internet site
5. Business users and POS Administrator to participate in the configuration and testing
6. IT resources to help with the move to production

Deliverables:

Active Network:

1. Successful deployment of Active internet software module.

City:

1. Set up of the items for sale on the internet.
2. Set up of the main web site(s) to point to the Payment Manager internet site
3. Update the Payment Manager internet site look and feel
4. Documented test results
5. Sign off of final acceptance

ACCEPTANCE CRITERIA

Active and City will mutually agree that MILESTONE 5 has been completed when City has signed the acceptance certificate, indicating that the deliverables are satisfactory. The Signoff Process will be executed and a copy maintained by both.

10.6 MILESTONE 6: FINANCIAL EXPORT TO SAP AND MISCELLANEOUS GL FUNCTION

Description:

This phase will entail the development of the Financial export to SAP and the ability to enter and validate GL codes for payment processing. Including the installation, configuration and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for Miscellaneous GL validation
- Working with the city finance and IT teams to define the layout required for the daily file export to SAP of financial information in Payment Manager.
- Creation of the specification document
- Creation of the stored procedures for Misc GL
- Creation of the financial export file
- Provide test script to the business user
- Working with the users, lead efforts to test and review
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the SAP database
- Create a dblink from the test Payment Manager database to the other database for the Misc GL
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary views and methods in the SAP database
- Business user to create necessary test data
- Business user to help with the testing
- IT resource to create the completed components in the production Payment Manager database and in the production SAP database

Deliverables:

Active Network:

- Ensure financial export file matches the specifications
- Ensure Misc GL validation works as specified
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the SAP database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 6 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

10.7 MILESTONE 7: INTEGRATION TO HANSEN DEVELOPMENT SERVICES

Description:

This phase will entail the development of the Hansen interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for validation and for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test script to the business user
- Working with the users, lead efforts to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the Hansen database
- Create a dblink or other required method from the test Payment Manager database to the other database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary methods in the Hansen database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and in the production SAP database

Deliverables:

Active Network:

- Ensure functional integration to Hansen
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the Hansen database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 7 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

10.9 MILESTONE 8: INTEGRATION TO GROUND TRANSPORTATION UNIT GTU SYSTEM

Description:

This phase will entail the development of the GTU interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for validation and for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test script to the business user
- Working with the users, lead efforts to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the GTU database
- Create a dblink or other required method from the test Payment Manager database to the other database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary methods in the GTU database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and in the production GTU database

Deliverables:

Active Network:

- Ensure functional integration to GTU
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the GTU database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 8 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties

10.10 MILESTONE 9: INTEGRATION TO FIRE ALARM MANAGEMENT SYSTEM FAMS SYSTEM

Description:

This phase will entail the development of the FAMS interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for validation and for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test script to the business user
- Working with the users, lead efforts to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the FAMS database
- Create a dblink or other required method from the test Payment Manager database to the other database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary methods in the FAMS database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and in the production FAMS database

Deliverables:

Active Network:

- Ensure functional integration to FAMS
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the FAMS database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 9 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

10.11 MILESTONE 10: INTEGRATION TO CHAMELEON ANIMAL CONTROL SYSTEM

Description:

This phase will entail the development of the Animal Control interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for validation and for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test script to the business user
- Working with the users, lead efforts to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the Millennium database
- Create a dblink or other required method from the test Payment Manager database to the other database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary methods in the Chameleon database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and in the production Chameleon database

Deliverables:

Active Network:

- Ensure functional integration to Chameleon
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the Chameleon database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 10 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

10.12 MILESTONE 11: INTEGRATION TO MILLENNIUM LIBRARY SYSTEM

Description:

This phase will entail the development of the Library interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

Active Network:

- Working with the business users and city IT to define the elements needed for validation and for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test script to the business user
- Working with the users, lead efforts to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the Millennium database
- Create a dblink or other required method from the test Payment Manager database to the other database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary methods in the Millennium database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and in the production Millennium database

Deliverables:

Active Network:

- Ensure functional integration to Millennium
- Ensure timely correction of variations between system functions and system documentation

City:

- Creation of the necessary integration methods required in the Millennium database
- Documented test results

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 11 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

10.13 MILESTONE 12: USER ACCEPTANCE TESTING AND END USER TRAINING

Description:

This milestone entails installing all software in the production environment and final user acceptance testing, installation of end-user workstation software and hardware, training of department experts and knowledge transfer to technical staff. Under the scope of this statement of work Active will train the cashiers and supervisors onsite with 2 Active staff for training and go live up to 5 days onsite.

Responsibilities:

Active Network:

1. User Acceptance Testing (UAT) templates and help running through the UAT process
 - a. Active will participate in one UAT session. If the City decides to run additional sessions they will run these themselves and provide Active with the results
2. Provide templates for UAT with initial test cases
3. Provide troubleshooting support, issue diagnosis and issue resolution on a priority basis during UAT and during initial go-live
4. Provide training agendas, cheat sheets and user syllabus created in Milestone 3
5. Training of department cashiers
6. Training of department supervisors and system administrators
7. Training of finance staff for audit, financial export, etc
8. Active will be onsite for initial go live up to 1 week with 2 Active staff.
9. Training of IT staff to support infrastructure
10. On-site attendance during go-live period (normal work days Monday to Friday).
11. Introduction of core staff to customer care support capabilities include telephone support, on-line support, incident reporting, tracking and escalation, report customization, query support, new release and version upgrade process

City:

1. Department subject matter experts available during deployment and to obtain training
2. Business and IT team to be available during the UAT
3. Completion of the UAT test cases and data required for UAT
4. Department experts are available for the training and their availability to create any additional training documentation if desired
5. IT project team available during deployment and to obtain training
6. Ensure staff and facilities are available for training
7. Ensure production environment is available
8. Deliver and set up workstation hardware and software
9. Ensure appropriate staff are available during go-live week and for knowledge transfer

Deliverables:

Active Network:

1. Provide the UAT templates/initial test cases and help review the scripts and data created by the city for UAT
2. Successful deployment of Active software solution, including documented test results

3. Training completed and training materials provided for: department experts, department supervisors, finance staff for audit, financial exports, technical services sys admin and customer care
4. On-site support during initial software usage

City:

1. Log and report errors encountered
2. Sign off on test plan with documented results
3. Provide written "Go Live" or "No Go Live" decision

ACCEPTANCE CRITERIA

Active and City will mutually agree that MILESTONE 12 has been completed when City has signed the acceptance certificate, indicating that the deliverables are satisfactory and upon successful go live of the Finance Department at which time the Signoff Process will be executed and a copy maintained by both parties.

10.14 MILESTONE 13: INITIAL SYSTEM ACCEPTANCE

Description:

The City will coordinate a final project meeting between the City and Active Network within 30 days after go live and completion of one month end to review the results of all previously completed phases to assess the functional operation of the installed Payment Manager system; to determine if there are any outstanding Open Items; and to provide feedback regarding system performance.

Responsibilities:

Active Network:

1. Availability of Active Project Manager or designate to participate in final project meeting (may be remote).
2. Provide feedback, support and/or, if applicable, in response to any reported system errors

City:

1. Coordinate the availability of subject matter experts to review submitted documentation
2. Ensure availability of staff for meeting

Deliverable:

Active Network:

1. Final sign off document

City:

1. Sign off of system acceptance

ACCEPTANCE CRITERIA

Active and City will mutually agree that Milestone 13 has been completed when City has signed the acceptance certificate, indicating that the deliverables are satisfactory. The Signoff Process will be executed and a copy maintained by both parties.

APPENDIX A ~ CHANGE REQUEST FORM

Change Request Form

Change Request Number: _____ Initiated by: _____ Date: _____
Description of Change: _____ More details attached: Yes No

Impact if Change is not Incorporated: _____ More details attached: Yes No

Alternatives: _____ More details attached: Yes No

Proposed Change Type (Check one :)
 Problem/Not following plan Improvement Change in Environment
 Scope Other (Explain :)

For Full Evaluation:
Cost to Evaluate: _____ hours Approved for Evaluation: _____
Recommended Evaluator: _____ Notified (When?)
Cost to Implement _____ Estimate prepared by: _____
Impact Summary: (Baseline, Functional, Cost, Resource, More details attached: Yes
Schedule) No

Decision: Approved Rejected Deferred Until (Date :)

San Antonio Project Manager: _____ Signed: _____

Active Project Manager: _____ Signed: _____

Apply to Project Plan Revision: _____ Applied by: _____ Completion Date: _____
Close Date: _____

11.0 APPENDIX B ~ MILESTONE ACCEPTANCE FORM

Acceptance Certificate

CITY OF SAN ANTONIO, TX

Project: Payment Manager Project

Initiated By:

Date:

Milestone Reference:

- Type: Proposal
 Plan
 Specification
 Form
 Manual
 Milestone

Description:

The above _____ has been reviewed by the city and fully meets the objectives expressed by the city and passes the acceptance criteria specified in the Statement of Work (SOW).

<Dept or Agency> Representative Date

City of San Antonio Project Manager Date

Active Network Project Manager Date

12.0 APPENDIX E ~ DEFECT AND ISSUE CRITICALITY LEVELS

Definitions

Determining the severity level of a production issue is not an exact science. An issue may not fit all of the bullets below exactly, but should generally fit the criteria described as closely as possible.

12.1 SEVERITY ONE (URGENT)

A severity one (1) issue is

- A catastrophic production problem which may be a complete loss of service or severely impact the production system
- Inability to use a mission-critical module of the application
- Loss or perceived loss of production data and or data corruption making an essential part of the Production System unusable
- All or a high majority of the system users are unable to do their work
- No workaround exists. The customer cannot continue essential operations.
- Issue represents a serious security breach

12.2 SEVERITY TWO (HIGH)

A severity two (2) issue is

- A problem where the system is functioning, but in a severely reduced capacity.
- A situation is causing significant impact to portions of the department's business operations and productivity.
- A minority of the system's users are unable to complete their work
- Application performance is significantly degraded across multiple users
- A workaround exists which allows for continued essential operations, but the workaround is a significant loss in productivity or effectiveness.
- Certain functions within the software are disabled, but the Software remains operable
- The application is working, but appears unstable with repeated interruptions in service
- Issue represents a minor security breach or a significant vulnerability

12.3 SEVERITY THREE (MEDIUM)

A severity three (3) issue is

- A medium-to-low impact problem which involves partial non-critical functionality loss.
- The customer can continue essential operations, but only at tolerable levels.
- Non mission critical functionality is not working
- The incident only affects one or a few users
- A low-impact problem; software is operational but is experiencing problems or reporting errors.
- **Issue resolution can wait a reasonable period.**
- **An error condition has occurred, but appears to be isolated to one occurrence**
- **A workaround exists and can be implemented without much loss in employee productivity**
- **All customer functions are working, but the application is reporting errors in log files**

12.4 SEVERITY FOUR (LOW)

A severity four (4) issue is

- A general usage question or recommendation for a future product enhancement or modification.
- There is no impact on the quality, performance or functionality of the product.
- Customer training/"How do I" questions
- Cosmetic or other trivial system bugs

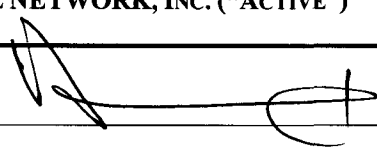
13.0 PAYMENT MILESTONES

Active Networks will provide this service to the City of San Antonio on a fixed fee with accepted deliverable based payments. Deliverables will be comprised of either single or multiple milestones. The City of San Antonio will be billed on the invoice schedule below after acceptance of the milestone by the City. Invoices will be due net 30 days from the invoice date. The Milestone Value is full value for each accepted deliverable payment. The net due at each Payment Milestone is the net of Milestone Value minus the Retention 10% holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final Payment Milestone:

The value includes travel and airfare costs to a maximum of 7 trips and 25 onsite days. Maintenance will be billed separately, it is \$81,125 annually.

| Milestone Reference | Payment # | Deliverable Description | Contract % | Retention % | Value |
|---------------------|-----------|--|----------------|-------------|----------------|
| 1,2,3 | 1 | Project Initiation, Planning and Business Process Review, Software Delivery and Configuration, Setup of Merchant Accounts, Batch Processing, Reporting, Payment Processing and Pos Secure Processing | 188,617 | 10 | 169,755.30 |
| 4,5,6 | 2 | Integration to SAP Accounts Receivable, Deployment of Internet Payments, Financial Export to SAP and Miscellaneous GL function | 225,132 | 10 | 202,618.80 |
| 7 | 3 | Integration to Hansen/Development Services | 28,257 | 10 | 25,431.30 |
| 8 | 4 | Integration to Ground Transportation Unit (SAPD) | 28,257 | 10 | 25,431.30 |
| 9 | 5 | Integration to False Alarm Management System (SAPD) | 28,257 | 10 | 25,431.30 |
| 10 | 6 | Integration to Chameleon (Animal Care Services) | 28,257 | 10 | 25,431.30 |
| 11 | 7 | Integration to Millenium (Library) | 28,257 | 10 | 25,431.30 |
| 12 | 8 | Application Deployment and Training | 51,366 | 10 | 46,229.40 |
| 13 | 9 | Initial System Acceptance | | 0 | 60,640.00 |
| Total | | | 606,400 | | 606,400 |

14.0 APPROVALS - PAYMENT MANAGER SOW V1.9

| | |
|--|---|
| CLIENT | THE ACTIVE NETWORK, INC. ("ACTIVE") |
| Signature: _____ | Signature:  _____ |
| Name: <u>Hugh Miller</u> | Name: <u>Darko Dejanovic</u> |
| Title: <u>Chief Technology Officer</u> | Title: <u>Chief Executive Officer</u> |
| Signature: _____ | Date: <u>06/02/2015</u> |
| Name: <u>Troy Elliot</u> | |
| Title: <u>Finance Director</u> | |
| Date: _____ | |

5.2 MILESTONE #2 ~ MODULE LAUNCH – ALL MODULES

Description:

This milestone will entail the setup and configuration of all the modules to be deployed.

Responsibilities:

Active Network:

1. Provide data collection sheets to The City
2. Review data provided by The City
3. Sessions (Remote or On Site) to review the AN modules
4. Help The City to setup test data and review the use of each module
5. Complete data entry

The City:

1. Fill out the data collection sheets and update as needed
2. Provide necessary subject matter experts (SME's) for each module session
3. Configure the necessary AN modules
4. Review the data setup by the Active Network Data Entry team

Deliverables

Active Network:

1. Data collection sheets as required
2. Data entered for each module
3. AN modules configured

The City:

1. Data provided and reviewed for all modules
2. Public access configuration completed

ACCEPTANCE CRITERIA

Active and The City will mutually agree that MILESTONE 2 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are complete. The Signoff Process will be executed and a copy maintained by both parties.

5.3 MILESTONE #3: TESTING – ALL MODULES

Description:

This milestone will entail the review of the data and functionality of all Modules.

Responsibilities:

Active Network:

1. Provide training to the city SME's
2. Provide On Site help and guidance during main modules testing sessions

The City:

1. Department personnel to participate in the testing sessions
2. SME's to create data for testing
3. Test lab with the necessary peripherals for the testing sessions

Deliverables

Active Network:

1. Support and training during testing

The City:

1. Staff to perform testing
2. Logging all errors and changes necessary from testing sessions
3. Staff to update production database as needed after testing.

ACCEPTANCE CRITERIA

Active and The City will mutually agree that MILESTONE 3 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are complete. The Signoff Process will be executed and a copy maintained by both parties.

5.5 MILESTONE #4 ~ SUBJECT MATTER EXPERT TRAINING – ALL MODULES

Description:

This milestone will entail the development of the training plans, training documentation and the training of the city SME's and trainers.

Responsibilities:

Active Network:

1. Provide the initial training documentation (such as manuals, job aids, quick reference guides or other training documentation to support the end user) and training agendas.
2. Active will provide a formal training plan/lessons document that will be used for this training. It covers all the functions in each module. The expectation is the city will take this document and add their procedures/policies to it for the final end user training.
3. Train the city SME's and trainers on the function of each module as per the above training plan to prepare them for end user training.

The City:

1. Training facilities
2. Participation of City SMEs and trainers in train-the-trainer sessions
3. Adapting the materials provided by Active to create the final training agenda's, cheat sheets and user documentation

Deliverables:

Active Network:

1. Initial training documentation
2. Training to SME's and city trainers

The City:

1. Training materials

ACCEPTANCE CRITERIA

Active and The City will mutually agree that MILESTONE 4 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are complete. The Signoff Process will be executed and a copy maintained by both parties.

5.6 MILESTONE #5 ~ DELIVERY OF TECHNICAL SERVICES

Description:

This milestone will entail the delivery of all the technical services that are part of this project. Including Credit card processing, Financial Export and Integration to Payment Manager. All technical work will be done remotely by Active staff.

Responsibilities:

Active Network:

1. Meeting to show city staff how to setup and test hardware peripherals
2. Ensure any peripherals ordered from Active are delivered
3. Lead and work with the city to create the documentation for peripheral and workstation setup
4. Lead and work with the city to create the financial export
5. Lead and work with the city to create the process to export financial information to Payment Manager

The City:

1. Provide the appropriate technical staff for the technical services
2. Test and deploy all peripherals
3. Creation of the final city documentation for peripheral and workstation setup.
4. Business Analysts and Financial staff to provide the layout needed for the financial export and for testing
5. Business Analysts to work with Active to determine and test the data to be exported to Payment Manager

Deliverables:

Active Network

1. Initial documentation for peripheral setup
2. Setup of the credit card processing, financial export and integration to Payment Manager
3. Ensure timely correction of variations and errors in the integration processes

The City:

1. Creation of the final technical documentation for peripheral setup
2. Deployment of the peripherals

ACCEPTANCE CRITERIA

Active and The City will mutually agree that MILESTONE 5 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are complete. The Signoff Process will be executed and a copy maintained by both parties

5.7 MILESTONE #6 ~ FINAL USER TRAINING – ALL MODULES

Description:

This milestone entails final user training of all modules with all integrations, review of training materials and final go live plan.

Responsibilities:

Active Network:

12. Review of the training material
13. Remote sessions to help with an follow up items/questions that occur during end user training
14. Help with the Go live plan

The City:

1. Necessary staff are available to obtain training by city trainers
2. Business and IT team to be available during the training
3. City trainers are available for the training and their availability to create any additional training documentation if desired
4. Ensure staff and facilities are available for training
5. Deliver and set up workstation hardware and software

Deliverables:

Active Network:

5. Training completed and training materials provided for department experts

The City:

4. Log and report errors encountered
5. Update production system with any changes required from the testing session
6. Provide written “Go Live” or “No Go Live” decision

ACCEPTANCE CRITERIA

Active and The City will mutually agree that MILESTONE 6 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are complete and upon successful go live at which time the Signoff Process will be executed and a copy maintained by both parties.

5.8 MILESTONE #7 ~ GO LIVE

Description:

The City will coordinate a final project meeting between The City and Active Network within 10 business days after completion of the initial go live to review the results of all previously completed phases to assess the functional operation of the installed ACTIVE Net system; to determine if there are any outstanding Open Items; and to provide feedback regarding system performance.

Responsibilities:

Active Network:

3. On site attendance of one Active consultant during the initial go-live period (normal work days Monday to Friday).
4. Introduction of core staff to customer care support capabilities include telephone support, on-line support, incident reporting, tracking and escalation, report customization, query support, new release and version upgrade process
5. Availability of Active Project Manager or designate to participate in final project meeting (may be remote).
6. Provide feedback, support and/or, if applicable, in response to any reported system errors

The City:

1. Deliver and set up workstation hardware and software
2. Ensure appropriate staff are available during go-live week for training
3. SME's are available to support staff go live
2. Ensure availability of staff for meeting

Deliverable:

Active Network:

2. Final sign off document

The City:

1. Go live training of end users and go live support
2. Sign off of final acceptance

ACCEPTANCE CRITERIA

Active and The City will mutually agree that Milestone 7 has been completed when The City has signed the acceptance certificate, indicating that the deliverables are satisfactory and this project is complete. The Signoff Process will be executed and a copy maintained by both parties.

15.0 APPENDIX A ~ CHANGE REQUEST FORM

Change Request Form

Change Request Number:

Initiated by:

Date:

Description of Change:

Impact if Change is not Incorporated:

Alternatives:

Proposed Change Type (Check one :)

Problem/Not following plan

Improvement

Change in Environment

Scope

Other (Explain :)

Documents and Deliverables (Check all that apply :)

Contract Agreement

Payment Schedule

Delivery Schedule

Project Plan

Quality Plan

Work Plan

Functional Spec

Acceptance Spec

Purchase Order

Solution Component:

For Full Evaluation:

Cost to Evaluate: hours

Approved for Evaluation:

Recommended Evaluator:

Notified (When?)

Cost to Implement

Estimate prepared by:

Impact Summary: (Baseline, Functional, Cost, Resource, Schedule)

Decision: Approved

Rejected

Deferred Until (Date :)

Customer Project Manager:

Signed:

Active Project Manager:

Signed:

Apply to Project Plan Revision:

Applied by:

Completion Date:

Close Date:

16.0 APPENDIX B ~ MILESTONE ACCEPTANCE FORM

Acceptance Certificate

CITY OF SAN ANTONIO

Project: ACTIVE Net Project

Initiated By:

Date:

Milestone Reference:

Type: Proposal
 Plan
 Specification
 Form
 Manual
 Milestone

Description:

The above _____ has been reviewed by the City of San Antonio and fully meets the objectives expressed by the City and passes the acceptance criteria specified by City in the Statement of Work (SOW).

<Dept or Agency> Representative

Date

The City Project Manager

Date

Active Network Project Manager

Date

17.0 APPROVALS – ACTIVE NET SOW V1.5

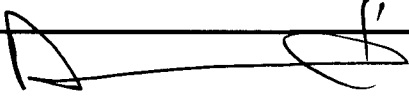
| CLIENT | THE ACTIVE NETWORK, INC. ("ACTIVE") |
|--|--|
| Signature: _____ | Signature:  _____ |
| Name: <u>Hugh Miller</u> | Name: <u>Darko Dejanovic</u> |
| Title: <u>Chief Technology Officer</u> | Title: <u>Chief Executive Officer</u> |
| Signature: _____ | Date: <u>06/02/2015</u> |
| Name: <u>Troy Elliot</u> | _____ |
| Title: <u>Finance Director</u> | _____ |
| Date: _____ | _____ |

EXHIBIT B

QUOTES



Schedule

Company Address 717 North Harwood Drive, Suite 2500
Dallas, TX 75201
US

Prepared By Taylor Thiel
E-mail taylor.thiel@activenetwork.com

Bill To Name City of San Antonio
Bill To Contact Suzanne Guerra
Bill To Address 1214 E Crockett St
San Antonio, TX 78202 United States

Created Date 6/1/2015
Quote Number 00063709
Currency USD

Contact Name Suzanne Guerra
Phone +1 210 2078649
Email suzanne.guerra@sanantonio.gov
Fax 1 (210) 207-4072

Ship To Contact Suzanne Guerra
Ship To Address 1214 E Crockett St
San Antonio, TX 78203 United States



| Product | Product Type | Quantity | UOM | Sales Price | Total Price |
|--|--------------|----------|-----|-------------|-------------|
| Class - Airfare | Service | 7 | Hr | 1,200.00 | 8,400.00 |
| Payment Manager - Batch Processing | Software | 1 | Ea | 6,000.00 | 6,000.00 |
| Payment Manager - Business Process Review Services | Service | 104 | Hr | 200.00 | 20,800.00 |
| Payment Manager - Daily Onsite Fee (min 3 days) | Service | 25 | Day | 500.00 | 12,500.00 |
| Payment Manager - Department Connector | Software | 6 | Ea | 10,000.00 | 60,000.00 |
| Payment Manager - General Ledger Link | Software | 1 | Ea | 3,000.00 | 3,000.00 |
| Payment Manager - Implementation Services | Service | 266 | Hr | 200.00 | 53,200.00 |
| Payment Manager - Integration Development Services | Service | 710 | Hr | 180.00 | 127,800.00 |
| Payment Manager - Maintenance & Support - Batch Processing | Maintenance | 1 | Yr | 1,500.00 | 1,500.00 |
| Payment Manager - Maintenance & Support - Department Connector | Maintenance | 6 | Yr | 2,500.00 | 15,000.00 |
| Payment Manager - Maintenance & Support - General Ledger Link | Maintenance | 1 | Yr | 750.00 | 750.00 |
| Payment Manager - Maintenance & Support - Offline POS (per workstation) | Maintenance | 50 | Yr | 125.00 | 6,250.00 |
| Payment Manager - Maintenance & Support - Online Payments (per 10,000 population) - counties | Maintenance | 40 | Yr | 312.50 | 12,500.00 |
| Payment Manager - Maintenance & Support - Payment Server | Maintenance | 1 | Yr | 2,500.00 | 2,500.00 |
| Payment Manager - Maintenance & Support - POS Plus | Maintenance | 50 | Yr | 750.00 | 37,500.00 |
| Payment Manager - Maintenance & Support - Report Customization (Crystal Reports) | Maintenance | 1 | Yr | 125.00 | 125.00 |
| Payment Manager - Maintenance & Support - Reports Inquiry (5 pack) | Maintenance | 4 | Yr | 1,250.00 | 5,000.00 |
| Payment Manager - Offline POS (per workstation) | Software | 50 | Ea | 500.00 | 25,000.00 |
| Payment Manager - Online Payments (per 10,000 population) - cities | Software | 40 | Ea | 1,250.00 | 50,000.00 |
| Payment Manager - Payment Server | Software | 1 | Ea | 10,000.00 | 10,000.00 |
| Payment Manager - POS Plus | Software | 50 | Ea | 3,000.00 | 150,000.00 |
| Payment Manager - Project Manager | Service | 200 | Hr | 200.00 | 40,000.00 |
| Payment Manager - Report Customization (Crystal Reports) | Software | 1 | Ea | 500.00 | 500.00 |
| Payment Manager - Reports Inquiry (5 pack) | Software | 4 | Ea | 5,000.00 | 20,000.00 |
| Payment Manager - Training Services | Service | 96 | Hr | 200.00 | 19,200.00 |

Total Price USD 687,525.00

Software Total 324,500.00 Maintenance Total 81,125.00

Service Total 281,900.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.



Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____



Schedule

Company Address 717 North Harwood Drive, Suite 2500
 Dallas, TX 75201
 US

Created Date 6/1/2015
 Quote Number 00063699
 Currency USD

Prepared By Taylor Thiel
 E-mail taylor.thiel@activenetwork.com

Contact Name Suzanne Guerra
 Phone +1 210 2078649
 Email suzanne.guerra@sanantonio.gov
 Fax 1 (210) 207-4072

Bill To Name City of San Antonio
 Bill To Contact Suzanne Guerra
 Bill To Address 1214 E Crockett St
 San Antonio, TX 78202 United States

Ship To Contact Suzanne Guerra
 Ship To Address 1214 E Crockett St
 San Antonio, TX 78203 United States

| Product | Product Type | Quantity | UOM | Sales Price | Fee % | Total Price |
|--|--------------|----------|-----|-------------|-------|-------------|
| ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours | Service | 1 | Ea | | | |
| ACTIVE Net - Daily Onsite Fee (min 3 days) | Service | 50 | Day | 500.00 | | 25,000.00 |
| ACTIVE Net - Fit Analysis / Needs Analysis Services | Service | 80 | Hr | 175.00 | | 14,000.00 |
| ACTIVE Net - Functionality: Activity Registration | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: Camps | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: Daycare | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: Facility Reservation | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: Fundraising | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: League Scheduling | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: Memberships | SaaS | 1 | Ea | | | |
| ACTIVE Net - Functionality: POS | SaaS | 1 | Ea | | | |
| ACTIVE Net - Online Quick Reserve | SaaS | 1 | Ea | | | |
| ACTIVE Net - Primary Transportation (to be reimbursed based on actual cost incurred) | Service | 10 | Ea | 1,100.00 | | 11,000.00 |
| ACTIVE Net - Project Management Services | Service | 120 | Hr | 175.00 | | 21,000.00 |
| ACTIVE Net - Public Access | SaaS | 1 | Ea | | | |
| ACTIVE Net - Public Access Optimization | Service | 1 | Ea | | | |
| ACTIVE Net - Public Access Services | Service | 24 | Hr | 100.00 | | 2,400.00 |
| ACTIVE Net - Public Interface - % Fee | SaaS | 1 | % | | 3.00 | |
| ACTIVE Net - SaaS | | | | | | |
| ACTIVE Net - Service Package Enterprise 8 | Service | 1 | Ea | 101,400.00 | | 101,400.00 |
| ACTIVE Net - Staff Interface - Technology Fee | SaaS | 1 | % | | 2.50 | |



Total Price USD 163,800.00

Service Total 163,800.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales Tax not included in total price. Sales tax, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

CITY OF SAN ANTONIO

FINANCE DEPARTMENT

**REQUEST FOR COMPETITIVE SEALED PROPOSAL
("RFCSP")**

for

**CUSTOMER FIRST SAN ANTONIO (C1SA) PROJECT
Software and Implementation Services for
Point-of-Sale and Reservation/Registration Systems**

6100003293 (RFP 2013-083)

Release Date: November 14, 2013

Proposals Due: January 22, 2013

This solicitation has been identified as High-Profile.

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded ("black out" period):

- 1 legal signatory of a high-profile contract;
- 2 any individual seeking a high-profile contract;
- 3 any owner or officer of an entity seeking a high-profile contract;
- 4 the spouse of any of these individuals;
- 5 any attorney, lobbyist or consultant retained to assist in seeking contract.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the "black out" period.

EXHIBIT C

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1. BACKGROUND

1.1 Introduction

The City of San Antonio (COSA or "City") is the seventh largest city in the country with 36 supporting departments that offer cultural, educational, recreational and social programs; permitting and other regulatory needs; facility rentals; libraries; and services ranging from animal care to tourism to health care. Despite its size, COSA does not have a single system for managing these diverse sales activities. The City has custom and commercial-off-the-shelf systems that do not integrate directly with SAP, the City's financial system of record, contributing to the need for multiple manual reconciliation processes.

As part of its ongoing efforts to enhance the quality and efficiency of service delivery to its customers/constituents/public, the City intends to implement new Enterprise Point-of-Sale and Reservations/Registration Systems (EPOS-RRS). The City's Purchasing Division of the Finance Department seeks proposals from qualified Respondents interested in providing the products and services as described in this Request for Competitive Sealed Proposal (RFCSP).

The Background section of this RFCSP provides prospective vendors with an overview of the City's RFCSP for Software and Implementation Services for a new EPOS-RRS, internally known as the Customer First San Antonio (C1SA) Project. The topics covered in this section include:

- Purpose of this Solicitation
- Background on COSA EPOS-RRS
- Current System Environments
- Business Needs and Objectives/Desired State/Critical Success Factors

1.2 Purpose of This Solicitation

As part of its ongoing efforts to enhance quality and cost-effectiveness of service delivery to its customers, the City invites sealed proposals from qualified parties offering a solution for an Enterprise Point of Sale (POS) and a Reservation / Registration system (RRS) along with associated implementation services for a successful deployment at the City. The vision is to standardize and establish an enterprise platform for processing, reporting and managing cashiering transactions, processing facility reservations and handling program (activity) registrations for all departments within the City.

This RFCSP is being issued by the City to obtain products and implementation services for (1) a comprehensive uniform payment checkout approach to serving citizens and other customers, whether in person or via self-service; and (2) a citywide facility reservation, event management, program registration, sports league management, and volunteer management system, with full customer self-service capability for reservation, registration and payments in-person or over the Internet. The Respondent is expected to provide comprehensive services to deploy the proposed solution within the City.

The City shall accept proposals from vendors for a fully-integrated, end-to-end solution for both functional areas that meet all business and technical requirements as set forth in this RFCSP. The City will only accept proposals from vendors that propose solutions that cover all of the identified scope (POS, RRS and services). This single proposal may be a single vendor who is able to offer the entire requested scope, or a prime vendor who offers some of the scope and is able to subcontract the other parts of the scope in its proposal. Additionally, the City will give extra consideration for proposals that demonstrate enhanced value by leveraging the City's prior technology investments, such as eCommerce and infrastructure software. (See Section 2.2 below.)

For the associated technology infrastructure, the City prefers an internally-hosted infrastructure but will consider third-party-hosted and Software-as-a-Service (SaaS) multi-tenant proposals that can demonstrate a greater value proposition. Respondents may submit pricing for one, two or all three infrastructure options in their proposals. Separate Pricing Schedules are presented in RFCSP Attachment 6 for each of the three technology platform options.

1.3 Background

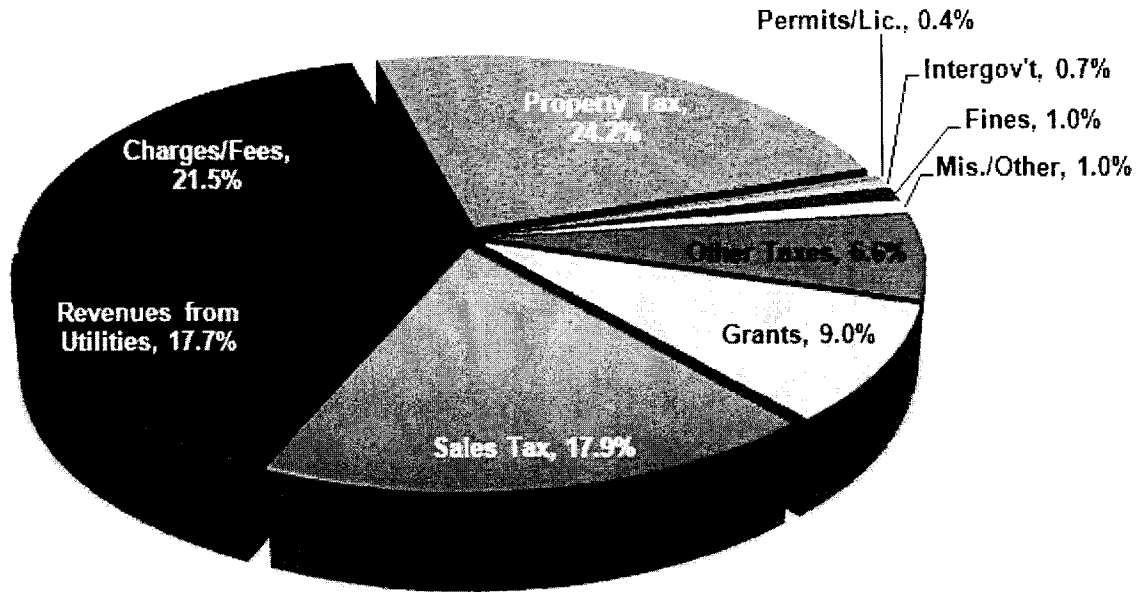
The City of San Antonio is located in Bexar County, which is in the south-central part of the state and serves as an economic and cultural gateway to the American Southwest. San Antonio is one of Texas' most famous cities, third

fastest-growing city in America and the seventh largest U.S. city with a population of 1.4 million. The City has approximately 12,000 employees. The body of government consists of a mayor, 10 city council district representatives, and a city manager with 36 supporting departments. More than 26 million people visit San Antonio each year.

Below is a chart that shows budgeted operating revenues projections for Fiscal Year 2014. It includes revenue percentages for City sales and services such as charges/fees, permits, licenses, and fines that are collected by the City. These cash-handling activities are mostly processed in person at a City point-of-sale location. Some transactions are processed via the web using a credit card. There is substantial revenue that will not be affected by the deployment of a new POS system; the City is not seeking an Accounts Receivable system and it is not the City's goal to process all revenue through the future POS solution.

FY 2014 Proposed Consolidated Operating Budget

Where the money comes from (Revenues): \$1,687,094,048



In the sections below, the City presents a summary of the current state of systems available for POS and RRS. Prior to release of this RFCSP, the City conducted a detailed assessment and analysis of the current systems, in conjunction with development of the requirements for the new systems. This detailed assessment report is provided as Appendix B, *C1SA Current Systems Assessment Report*, to this RFCSP, and will provide additional important detail. Please note that this assessment was a snapshot of the environment, and there have likely been changes since the report was issued.

1.3.1 Current Point of Sale Overview

Many City departments offer products and services on a fee and non-fee basis. These include recreational activities, facility rentals, birth and death certificates, various building and health permits, health services, and a variety of consumer items such as T-shirts, etc. The City also collects fees or fines for a variety of activities or services, to include but not limited to, overdue library books, traffic fines, permits, etc. The processes and tools for these transactions vary across departments.

These include:

- Customer pays for services or products at the department where such products or services are offered (walk-up service) using cash, checks or credit card;
- Customer places an order or completes paperwork for a service or product at one department but must pay for it at another department (such as at the Central Finance cashier station);
- Customer orders and pays for services over the City's website using a credit card; and,
- Customer orders and pays for services through the mail or over the phone.

The City accepts cash, checks, and credit cards as forms of payment; however, these payment methods are not uniformly available across all City departments. The City does not currently offer a central location, either cashiering station or on-line, for ordering and paying for all City services and products.

Due to the existing inconsistencies in point-of-sale activities across the organization, City departments use a variety of software applications, tracking tools, and processes to manage sales activities. These include, but are not limited to, specialized software, Excel spreadsheets, Access databases, paper-based logs, paper intake forms, and other stand-alone processes to manage their sales activities. Customers receive receipts from their transactions, generally in the form of a register receipt, stapled to a department's intake/order form that identifies the details of the transaction. A number of departments use specialized software to manage their business and receive payments, such as Tyler Incode Court Case Management (Municipal Courts), Millennium (San Antonio Public Library), Hansen (Development Services), and others. These systems will not be replaced by the C1SA Project, but the City does expect that the new solution will integrate with these systems to present a unified cashiering approach for the City.

Locations that currently utilize registers, such as the libraries and the San Antonio Visitor Information Center ("City Store"), are not directly integrated with SAP, the City's financial system of record. Tills must be manually reconciled and sales summary information is manually entered into SAP at the end of the day or the following business day.

1.3.2 Current Reservation and Registration Overview

1.3.2.1 Parks Facilities

There are more than 200 venues and public spaces managed and operated by Parks & Recreation Department, Culture & Creative Development Department and Downtown Operations Department. Within these locations are approximately 800 facilities available for rental. All park facility reservations are processed and receipted in the Information Services Parks & Recreation Reservation System (ISPR) on the mainframe. Customers may inquire regarding availability through an online interface to ISPR, but must make reservations and pay fees at the central office for the appropriate department. They can also coordinate some reservations through City park staff on site; however, the payment must still be processed separately at the departmental office.

Mass-Facility functions and special events require special permits and deposits that must be coordinated through the appropriate departmental staff and paid at the departmental office for the most part. Sports league and recreational class registrations are processed manually and receipted in the ISPR reservation system. Receipted transactions are recorded in the Municipal Accounts Receipts and Receivables (MARR) mainframe system and then posted to the City's SAP financial system. Reservation transactions processed in ISPR for fiscal year 2013 included 13,762 transactions that generated \$1,564,452 in revenue. Registrations for park activities for FY13 were estimated at 14,500 paid registrations for \$475,000.

1.3.2.2 Other City Facilities

There are additional facilities throughout the City available for public rental that are handled by the individual departments, with no central booking or payment. There is no central management of reservations for these spaces, which requires that the public reserve these rooms with each host department. This process results in low discoverability by the public on these facilities, and difficulty and inefficiency in checking facility availability.

1.3.2.3 City Department Program & Volunteer Registrations

City departments process their program or volunteer activity registrations manually and maintain the information in spreadsheets or Access databases, or may hire a third party to handle the registration process. A few departments have custom or off-the-shelf applications for online registrations or payments that accept credit cards.

1.4 Current System Environments

1.4.1 Point of Sale Systems

The City uses multiple systems to handle points-of-sales, as summarized below:

1.4.1.1 Custom Applications

Several City departments use custom mainframe applications (NATURAL/ADABAS) to process sales activities. Payment information captured by these applications is recorded in another mainframe application, the Municipal Accounts Receipts and Receivables (MARR). From MARR, information is summarized (TSO Data Sets) during nightly batch jobs and processed against interface tables to convert the legacy cost objects into SAP cost objects. This summary information is then posted to SAP using standard SAP financial transactions. Applications in this category include:

- Vital Records Point-of-Sales (VPOS)
- Information Services Parks & Recreation Reservation System (ISPR)
- Code Enforcement Accounts Receivable System (CEAR)
- GTU (used by Police Ground Transportation Unit)

1.4.1.2 Commercial Off-the-Shelf Systems (COTS)

Several City departments use COTS applications for their core business processing. However, most of these systems do not currently integrate with SAP to record accounting information. Payment information is summarized at the department level and manually entered into SAP at the end of the day or the next business day. Stand-alone COTS include:

- Hansen (used by Development Services, interfaces with SAP through MARR) (Note: Development Services is currently developing a procurement to update/replace the Hansen software)
- Millennium (used by Library)
- Chameleon (used by Animal Care Services)
- Tyler Incode Court Case Management (used by Municipal Courts, integrated with SAP)
- FASTER CS (used by Fleet)
- CTR Parking and Revenue Control (used by Aviation and Downtown Operations)
- Digital Health Department (used by Metro Health)

1.4.1.3 SAP

SAP is the enterprise accounting system of record for the City. Where there is not a specialized business system for sales, cashiers use standard SAP Sales and Distribution (SD) functionality to create and process sales orders, invoices, and payments directly in SAP. Some departments use SAP for one-time sales, using standard SAP transactions with a "generic" customer number to enter the sales order, create an invoice, and immediately apply the payment.

Statements for open invoices are processed either by the department or by the central AR division within the Finance Department. The majority of the payments for these open invoices come through the mail, and many through the City's lockbox arrangement with Frost Bank.

1.4.1.4 On-Line Transactions on sanantonio.gov

The City offers limited services on-line, including garage sale permits, payment for building applications, and the payment of fines and fees to the Municipal Court. On-line payments are processed using a custom payment card application and gateway and settled nightly. The resulting summary information is then posted to SAP via MARR as described above. Users can review parks facility amenities and availability through an ISPR interface, but cannot reserve or pay for them on-line.

1.4.2 Computer Environment

Please see Appendix C, *Software and Infrastructure Standards*, for a discussion of the current technology environment and standards at the City.

1.4.3 Integration

The City places a high value on integration (system and process) as a major component of customer service and delivery efficiency. Currently, much of the integration between systems, including SAP, is manual reconciliation and/or manual journal entry.

1.5 Project Governance

The primary business owners for the C1SA project will be the Finance Department, the Parks & Recreation Department, and the Information Technology Services Department (ITSD). The project will be governed by a Steering Committee with representatives from major departmental stakeholders. Management and oversight of the project will be under the Finance Department and the Project Management Office (PMO) of ITSD.

1.6 Business Needs and Objectives/ Desired State/ Critical Success Factors

1.6.1 Business Needs and Objectives

Existing business processes are labor- and paper-intensive in many COSA departments. Existing tools are often outdated and have no connection to SAP, COSA's financial system of record. Customers cannot find many services online; walk-up services in departments present limitations (including customers forced to go from one department to another to order and then pay for services in some cases). In addition, departments are inconsistent in the types of payment they accept. The current lack of integration and standardization puts COSA at greater risk for accounting mistakes, fraud or theft, and presents many reconciliation challenges. On the front-end, processes waste staff time, frustrate customers and miss opportunities to better serve citizens.

Project objectives include:

- Improve service to residents and business customers
- Create a cohesive image for COSA's services and sales points
- Greater fiscal security and accountability benefits for all stakeholders; POS system accounts for every dollar taken in – it tracks and documents payments from the source system and is then accurately posted in SAP
- More avenues for purchasing services for customers (internet, kiosks, phone, PDAs, cashier sites) and 24-hour access to reduce customer travel time, wait time, and frustration, while securing customer information
- Potential increase in sales of services – such as Parks & Recreation programs – through easy-to-use self-service and other options
- Better analysis of trends, fiscal data, and program data to allow departments to change or add services based on demand; ad hoc reporting capability
- Improve citywide/departmental-level cash management efficiency
- Eliminate reconciliations at Central Finance level
- Faster deposit of City funds to allow for maximization of bank interest received on deposited City funds
- Accurate cash receipt reporting
- Enable reconciliation of individual tills to SAP
- Scalability/flexibility to expand services
- Reduce front-end errors

1.6.2 Key Assumptions

- The C1SA Project is a priority for the City with corresponding commitment and support by all levels of management to include timely consensus and deadline-based decisions.
- Strong project governance standards will be applied equitably in a manner that ensures opportunity for input by all departments.
- The Finance Department and ITSD PMO will provide project management with appropriate levels of authority and project status reporting.
- The Awarded Vendor will commit their expert resources to meet the project timeline, provide post-implementation support, and enable knowledge transfer during the project to City staff.
- The City will commit sufficiently skilled City staff resources to the project for needed periods of time during the implementation.
- The existing legacy systems at the enterprise level will continue to operate as required throughout the deployment period.

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- The Awarded Vendor will participate in the update of the City's Business Case for the C1SA Project with updated cost and project timing information, and with any expected cost savings or benefits not already included in the Business Case.
- The Awarded Vendor will include training costs for the City project team (exclusive of any travel expense for City employees) and will provide training materials and train-the-trainer sessions for City end users.
- The Awarded Vendor will develop the strategy for project communications and cultural change management in the form of a Change Management Plan and will provide support to the City for its execution during the project.
- The services under this Solicitation will be primarily performed at a City facility located in San Antonio, TX. The City shall provide workspace for Vendor personnel that includes access to City Internet, printers, phones, cubicles, etc. Vendor staff shall provide their own workstations/laptops.
- All staff of the Awarded Vendor will agree to abide by City security and data confidentiality policies, and will execute the appropriate City agreements prior to being allowed access to City networks.
- The City prefers that any SAP integration in the selected solution is SAP-certified. If SAP-certified, the certification will need to be maintained with future release versions of SAP.
- The Vendor will provide support for their solution, including but not limited to, software patches, upgrades, and database/development upgrades for their system as they become available.

1.6.3 Desired State

- All sales activities result in transaction-level detail being sent to SAP
- The new solution integrates well with existing systems with sales activity, such as Tyler Incode, Hansen, Millennium, etc.
- COSA is assured of fiscal security for all sales activities
- Flexible and seamless financial interface between new system and SAP
- COSA has easy-to-use auditing and reporting functionality to track financials, forecast, develop customer trends, track inventory, ensure compliance with policies and procedures, and other business needs
- Customers can easily access the services they seek – whether online, by phone, or in-person – and learn about other services they can take advantage of
- Customers have a positive opinion of the COSA “brand” and can readily identify how, when, and where to utilize services or procure City goods
- Customers can access these services in both English and Spanish
- COSA departments use a similar set of tools and processes to carry out sales, registration, and reservation activities
- COSA adopts best practices for point-of-sales and registration/reservations
- There is a measurable return on the City's investment

1.6.4 Critical Success Factors

- Greater customer satisfaction and convenience
- Increased accessibility of services to public
- Efficient registration and reservation processes that make it easy for customers to take advantage of COSA offerings as well as make it easy for COSA employees to track and manage activities and capacities
- Increased productivity of front-line personnel
- Measurable reduction in time spent on reconciliation and other accounting activities related to sales transaction
- Measurable reduction in errors relating to data entry and business processes
- Better information available to management
- Measurable ROI

2. SCOPE OF SERVICE

2.1 Software

The City wishes to procure software in two primary related business areas: point-of-sale and reservations/registration.

The POS solution should establish a comprehensive uniform payment approach to serving citizens and other customers as well as managing the financial transactions on the back-end. The City envisions serving customers through cashier stations, the Internet, self-service kiosks, telephone, mail and alternative platforms such as a smartphone or tablet. The POS system should include credit card processing with the City's merchant services provider that meets the PCI DSS/CISP credit card industry Payment Applicator Best Practices specifications in order to minimize the City's credit card processing fees and expenses. The selected system must integrate with SAP, COSA's financial system, to provide transaction-level detail and provide complete audit/reporting functions, as well as other departmental business systems that handle sales transactions. The POS solution should present items available for payment (e.g., an open invoice) from existing City systems and send completed payment information back to these systems, as well as process items for sale and payment of items directly from the solution. The POS solution should also include a retail cash register and retail inventory solution for departments with this need, such as the City Store.

The RRS system should be able to support facility reservations, event/program/class registration, sports league management, and volunteer management for all departments within the City. All of these functions should be available to City staff and to the general public on-line, and payment must be accepted at the time of the transaction in any form approved by the City. The payment system within the RRS must tightly integrate with (or be the same as) the new POS solution. The RRS solution should be flexible enough to handle large multi-facility reservations, with associated fees, permits and deposits, as well as a small City library with a single meeting room.

The City shall accept proposals from vendors for a fully-integrated, end-to-end solution for both functional areas that meets all business and technical requirements as set forth in this RFCSP. The City will only accept proposals from vendors that propose solutions that cover all of the identified scope (POS, RRS and services). The City is allowing some flexibility from Vendors regarding how all elements of the solution are covered in the proposal. Examples of Vendor approaches that the City may find acceptable include:

- One vendor providing all software and services as described;
- A prime software vendor with one or more subcontractor vendors to provide all software and services;
- An integrator that subcontracts or partners with other firms to provide all software and services; or
- Any of the above arrangements that can leverage existing City technology assets as part of their total solution. The City will give extra consideration for proposals that demonstrate enhanced value by leveraging the City's prior technology investments, such as eCommerce and infrastructure software. (See Section 2.2 below.)

The time, effort and cost required to integrate the POS and RRS solutions, if not already integrated, or integrate vendor-proposed elements of the City's technology into the vendor-provided solution, shall be included in the scope and cost of the proposal, as the City is placing a high value on integration as a major component of customer service and process efficiency.

2.2 Relevant Existing City Technology

The City will give extra consideration for proposals that demonstrate enhanced value by leveraging the City's prior technology investments. Since 2008 the City has been making specific and deliberate technology platform investments directed toward improving its e-Government capabilities in the G-2-C segment and intended to provide a framework of increasingly relevant citizen engagement platforms. The first major milestone was realized in October 2011 with the deployment of KANA's LAGAN Enterprise Case Management CRM platform. This system replaced the City's legacy CRM system and added the capacity for additional channels through the Open311 integration standard. In addition to the traditional telephone channel the City also opened up a web self-service channel to make initiating 311 service requests more convenient for an increasingly well-connected constituency. In September 2013 the City added an additional channel for iOS and Android smartphone users with the release of its San Antonio 311 'Report It' app. This platform is considered a long-term investment for the City's technology portfolio.

In the midst of the CRM system replacement project, in 2010 the City also began a multi-year program to retool and redesign its website leveraging a contemporary design and a Web Content Management System based on Open Source

technology. Early in 2012 the City selected and implemented DotNetNuke for its WCMS platform based in large part on the wide variety and availability of Open Source modules for common G-2-C functions including e-Commerce, profile and account management, newsletter and registration management, social media integration, and calendaring and scheduling. The WCMS platform deployment was substantially completed in May 2013 and the first iteration of the redesign is targeted for completion early in 2014 with the development of a responsive design for relevant mobile content soon to follow. This platform is considered a long-term investment for the City's technology portfolio.

In addition to these front-facing applications the City has invested in back-end technology to support back-office integration where possible. Although the City's CRM program is the primary conduit for constituent service request intake, there are multiple line-of-business applications (including SAP) for the tracking, management, and resolution of those calls for service for the various service delivery departments. These applications are at various stages of their lifecycle, and as such the City opted to abstract them via a generic standards-based custom-developed messaging system positioned as an integration platform. This integration platform is extensible and is considered a mid- to long-term investment for the City's technology portfolio.

Vendors will describe in their proposal how their proposed solution could incorporate or leverage any or all of the City's existing tools or infrastructure.

2.3 Services

The City requires that the Respondent provide a complete and comprehensive set of services that are required to ensure project success within the planned timeline and budget. Following is a high-level list of the implementation services that are required; however, additional services may be required to ensure implementation success in accordance with the Respondent's methodology:

- Project management, project planning, risk management and quality assurance activities as required for the duration of the project;
- Support of updates to the City's Business Case (updated cost, updated timing, additional savings, etc.);
- Support of technical architecture and infrastructure design;
- Software installation, as needed;
- System analysis and business process design using best practice processes as delivered with the system;
- Software configuration;
- Integration with external systems (see Section 2.3.1 below)
- Customizations (if applicable);
- Security configuration;
- Data conversion (if applicable);
- Testing;
- Training (project team training for City staff and train-the-trainer for end user training);
- Knowledge transfer;
- Communications and cultural change management, including development of a Cultural Change Management Plan and support of the City for execution of the Plan;
- Implementation / deployment (roll-out) support; and
- Post-implementation support (for a minimum of 30 days following final deployment).

These services should be addressed in any Statement of Work included in the contractual agreement between the City and the Respondent. The Respondent shall submit a sample Statement of Work as part of its response to this Solicitation that encompasses all services listed above, and includes the recommended deliverables and task responsibilities for the project.

2.3.1 Integration with External Systems

As part of its services under this contract, the Respondent will be responsible for ensuring integration between the proposed POS and RRS solutions (if not already integrated). This includes the exchange of items available for payment (e.g., open invoice) information from the RRS to POS for payment and the exchange of completed payments against an

invoice to the RRS system. The Respondent shall also be responsible for the same two-way invoice/payment integration for the existing City systems listed in Sections 1.4.1.2 and 1.4.1.3 above.

Additionally, the Respondent shall be responsible for the integration and exchange of data between the POS solution and SAP for recording business transaction and accounting data in the City's financial system of record.

2.4 Technical Environment

Respondent shall provide a solution that will provide the required functionality and will operate either in-house under the current City of San Antonio's Information Technology Services Department (ITSD) infrastructure (preferred option), in a hosted facility meeting ITSD infrastructure standards or as a software-as-a-service (SaaS) solution operating within ITSD standards. Each of the possible solutions (in-house, hosted or SaaS) shall require a separate Cost Proposal on the appropriate form for the environment being proposed.

Regardless of the operating environment proposed, the solution shall provide the following operation standards:

- Solution shall conform to ITSD standards as outlined in RFCSP Appendix C, *Software and Infrastructure Standards* for any operating environment proposed.
- Solution provider shall document Technical System Architecture as outlined according to RFCSP Attachment 9, *Technical Architecture Submission*, for each operating environment proposed.
- Solution availability shall provide 24 x 7 three hundred sixty-five (365) days per year. A Service Level Agreement (SLA) shall be developed to meet City's business departments, ITSD, and Respondent operations requirements.
- Operation and support, including all application changes, software updates and changes, for this solution shall follow a service management framework similar to the Information Technology Infrastructure Library (ITIL) for delivery of services that meet the requirements of ITSD and ITIL.
- All application configurations, application customization, application integration, application coding, software patches, software updates and software upgrades shall be on a scheduled and managed basis through a four tier model that includes test, quality, production, and training instances in order to provide a high quality operating environment.
- Development of a documented backup schedule and disaster recovery plan for the complete solution, including data. The backup plan will include processes to backup data on a scheduled basis as well as recover data that has been lost or damaged. Disaster recovery requirements must provide a twenty-four (24) hour recovery time objective (RTO) and fifteen (15) minute recovery point objective (RPO) with periodic testing to confirm reliability.
- All data used and managed within the solution is the property of the City and shall be made available to City upon request.

ITSD shall provide computing and infrastructure services as needed for the selected solution in one or both of the two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments. ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed solution in accordance with a Service Level Agreement (SLA) to be jointly developed by ITSD, the solution Respondent, and the business owner of the solution. Management of the Application Layer (business logic) will be determined by SLA.

2.4.1 Solution 1: In-house Operating Environment

Under an in-house operating environment, the City will be provided the software and licenses necessary to operate the system. The City's ITSD will provide computing and infrastructure services for the selected hardware and software solution. Additional requirements include:

- The City requires a software escrow agreement in RFCSP Exhibit 3 - Software Escrow Agreement for all software including the base POS and RRS systems, customization, integration, coding and reporting enhancements to meet City requirements as outlined in Appendix C and Attachment 9. The City reserves the right to waive the requirement for the escrow agreement at its sole discretion.
- The Respondent shall work with ITSD and Finance, Parks & Recreation, Downtown Operations, and other departments identified in Phase I to establish the environments for the POS and RRS system.
- The Respondent shall assist the City in developing a Hosting Service Level Agreement with ITSD.

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- ITSD shall provide and the Respondent shall assist ITSD in the installation of hardware, database software, operating system software, and application software.
- ITSD shall provide to the Respondent, during the project and for subsequent application trouble shooting, remote access capabilities and connectivity to the ITSD POS and RRS system subject to the City's Administrative Directives 7.8A through 7.8E (http://www.sanantonio.gov/hr/admin_directives/index.asp) which address information security.

2.4.2 Solution 2: Hosted Operating Environment

Under a hosted operating environment, the City will contract with a selected hosting vendor to provide the computing and infrastructure services with a preference towards Respondents offering a similar infrastructure in use by the City as outlined in Appendix C and Attachment 9.

- The City requires a software escrow agreement in RFCSP Exhibit 3 - Software Escrow Agreement for all software including base POS and RRS management system, customization, integration, coding and reporting enhancements to meet City's and ITSD requirements. The City reserves the right to waive the requirement for the escrow agreement at its sole discretion.
- The Respondent may provide the hosting services directly or may subcontract with another provider.
- All hardware and system software is to be provided and maintained by the Respondent.
- The Respondent and City shall implement Information Technology Service Management processes following a framework similar to the Information Technology Infrastructure Library (ITIL) for delivery of services that meet the requirements of ITSD and the Library.
- All configuration, customization, integration, coding, patches, updates, and upgrades shall follow the documented ITIL processes for both operating system and application system software when the system reaches production status.

To the extent that information technology equipment necessary to support the solution must be deployed outside of the City's managed datacenter environment, the Respondent must include in their response the support of necessary and appropriate environmental and compliance controls for the proposed solution. Examples providing necessary support of controls include:

- ISO 27000 family of Information Security Management Systems (ISMS) standards compliance
- The issuance of a service auditor's report prepared in accordance with SOC 2 which signifies that a service organization subjected its control objectives and control activities to examination by an independent accounting and auditing firm
- Adherence to Payment Card Industry Data Security Standards compliance
- Federal Information Processing Standards publications issued by the National Institute of Standards and Technology pursuant to the Federal Information Security Management Act of 2002

2.4.3 Solution 3: Software-as-a-Service Operating Environment

Under a Software-as-a-Service operating environment, the City will contract with a solution provider offering services that provide the appropriate SLA and follow a service management framework similar to ITIL for delivery of services that meet the requirements of the City.

It is the intent of ITSD to leverage its existing software and hardware infrastructure with the proposed solution being presented by Respondents to this RFCSP as much as possible. A list of the City's current software and infrastructure standards may be found in Appendix C and Attachment 9.

To the extent that information technology equipment necessary to support the solution must be deployed outside of the City's managed datacenter environment, the Respondent must include in their response the support of necessary and appropriate environmental and compliance controls for the proposed solution. Examples providing necessary support of controls include:

- ISO 27000 family of Information Security Management Systems (ISMS) standards SOC 2 which signifies that a service organization subjected its control objectives and control activities to examination by an independent accounting and auditing firm

- Adherence to Payment Card Industry (PCI) Data Security Standards compliance
- Federal Information Processing Standards publications issued by the National Institute of Standards and Technology pursuant to the Federal Information Security Management Act of 2002

2.5 Timeline and Phasing

The City expects a contract start date with the Awarded Vendor in the summer of 2014. Although all functionality is highly anticipated by City staff and the public, the City also acknowledges that a phased implementation is likely to be required, due to the large amount of functionality, the number of integrations with City systems required, and the capacity of City staff to absorb business process changes, as well as potential City budget limitations.

The City will look to the Respondent to recommend a schedule and an approach for phasing based on its past experience with public sector clients the size of the City and its knowledge of best practices. Where phasing of the project is required, the Respondent may choose whether to phase by functionality (parse the solution into manageable functional segments for deployment) and/or to phase by department (deploy functionality in a limited number of departments initially). Additionally, the Respondent should recommend areas where a limited pilot deployment would be recommended rather than a larger implementation of functionality.

To give some initial guidance to the Respondent, the City suggests the following phasing sequence:

- A. Initial deployment of core RRS functionality at the Parks & Recreation Department including integrated payment functionality from the POS solution with online payments for reservations and registrations
- B. Initial POS cashiering functionality at City cashiers and online, including SAP integration
- C. Expansion of the RRS solution to additional departments and/or additional functionality
- D. Integration of payment of open items from additional City systems into POS solution

This sequence is not intended to be comprehensive or to limit the Respondent's ability to properly phase and sequence the project based on its knowledge and experience, but to provide some general prioritization guidelines from the City.

2.6 Additional Equipment

If specialized hardware is part of the Respondent's solution, the City expects the Respondent to include quotes for the hardware or hardware options in its pricing. The services that the Respondent will provide to the City shall include the installation of all equipment required to meet the needs of the City. The number and types of equipment included in the proposed solution will be based on the City's computer environment and business requirements which define the City's priorities for service delivery, and the specific configuration of Respondent's equipment. Additional equipment may be added post-award at the pricing approved by City Council with the mutual, written consent of the awarded Vendor and Contract Administrator.

The City also requests the Respondent to provide quotes for optional equipment, such as retail POS registers. If the option of equipment is needed and awarded, all equipment must be new, free from defects in design, materials and workmanship, and fit and sufficient for its intended purpose at the beginning of the License term and when replacements are required.

2.7 Debit/Credit Cards

The City is requiring that any proposed payment solution interface with credit card equipment and applicable payment solutions as part of the process with the POS and RRS management system.

The City has an exclusive merchant banking (credit card services) relationship. In accordance with the credit card services contract, the current provisions indicate that the City's merchant banking contractor shall be the City's exclusive provider of all transaction processing services (including, without limitation, the authorization, conveyance and settlement of transactions), and City shall not use the services of any bank, corporation, entity or person other than them for such services. As such, the vendor's solution must be certified to process credit card transactions through the City's current Merchant Banking Services Provider's platform, which is the NAP platform through Chase Paymentech, LLC. Should the City's Merchant Banking Services Provider change, the selected vendor must have the capability of adjusting and be required to adjust to accommodate possible changes in the platform utilized. These provisions are applicable to any proposed subcontractors that are included in the selected vendor's bid response.

In the event that the selected vendor either stores, processes, manages, transmits, and/or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, the selected vendor shall comply with and maintain Payment Card Industry (PCI) Security Standards Council (SSC) standards (i.e., Payment Application (PA), Data Security Standards (DSS) and/or Credit Card Brand Service Provider Registration) and provide any certification and/or other documentation required to ensure PCI-SSC compliance as requested. The selected vendor will be required to provide a status report and evidence of validation of compliance at least annually. This provision is applicable to any proposed subcontractors that are referenced in the selected vendor's bid response or added at a later date.

In the event that the service being offered to the City requires card brand registration, the selected vendor shall comply in order to conduct business with the City. This provision is applicable to any proposed subcontractors that are referenced in the selected vendor's bid response or added at a later date.

The selected vendor's credit card software, interface, or third party application must include testing and the recommended implementation process, as well as a sample implementation schedule.

If the City requires the use of multiple merchant accounts for various locations and/or facilities, the selected vendor's software, interface, or third party application must have the capability of processing and accommodating multiple merchant accounts.

The credit card processing shall be initiated in such a manner as to expedite the correct procedures. There shall be a central location, such as at the Host computer, that recognizes the credit card process occurring and automatically forwards the inquiry directly to the clearinghouse, depending on the proposed solution selected. Should more than one inquiry be required, the Host computer shall maintain the line connection with the clearinghouse and process each and every inquiry as expeditiously as possible in a First In, First Out (FIFO) manner. Additional inquiries should be piggy-backed upon a previous inquiry so that the Host computer does not need to establish a line connection for every inquiry. Credit card transactions shall be transmitted to the clearinghouse at the time of transaction. Authorization for credit card transactions, from swipe to authorization, shall not exceed six (6) seconds.

If required by the proposed solution, the Vendor shall be responsible for integrating and supporting the communication system desired by the City for establishing the connection between the System and its clearinghouse processor. The communication system may be a leased line, an internet connection, a standard telephone line, or a satellite interface. This communication interface will be provided by the City in coordination with the selected Vendor.

The System shall be capable of automatically batch-processing credit card charges based either on time of day or volume. For example, should the volume of credit card charges reach a certain pre-determined threshold during a twenty-four hour period, the System shall automatically transmit the batch to the credit card clearinghouse for processing. Additional credit cards occurring within this same twenty-four hour period shall be accumulated and processed at the pre-determined time.

2.8 Response to Requirements

To assist the City in managing and analyzing Respondent responses to each of these requirements, the City contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD2), a secure, web-based team collaboration system. Respondents shall utilize DD2 to complete and respond to the City's System Requirements. Requirements for this RFCSP have been uploaded into DD2 and responses to these requirements should be collected and processed via DD2. Respondents who fail to respond to the requirements via DD2 or who fail to provide, as part of their Proposal submission, a printed or electronic copy of their DD2 responses along with a statement certifying that printed copy matches their responses in DD2, may be disqualified.

Each Respondent will be required to contact Advantiv and request access to their secure, on-line response environment within the DD2 system. Advantiv Solutions will then provide each vendor with all necessary instructions and support. Advantiv can be reached by emailing dd2@advantiv.com. The Respondent will receive an email response from Advantiv within one business day. The DD2 vendor response environment will open upon the Proposal Release Date and will close at the Proposal Due Date/Time promptly. Advantiv will be available to provide technical support regarding the use of the DD2 system. ALL OTHER INQUIRIES RELATED TO THE SOLICITATION MUST BE DIRECTED TO THE OFFICIAL CITY POINT OF CONTACT PROVIDED IN SECTION

3. ADDITIONAL REQUIREMENTS

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

Sections:

Venue, Jurisdiction and Arbitration
Intellectual Property
Undisclosed Features
Ownership and Licenses
Certifications
Restrictions on Communication
Milestone Payments and Acceptance Criteria

Exhibits:

Insurance Requirements
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Respondent will immediately:

Either:

Obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

Assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

Assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

Indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

The Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,

The liability claimed shall not have arisen out of the City's negligent act or omission, and

The City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

Undisclosed Features. CONTRACTOR warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, CONTRACTOR warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. CONTRACTOR specifically disclaims any unilateral self-help remedies.

Ownership and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

Certifications. Respondent warrants and certifies that Respondent and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

4. TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for a three (3) year period. The City shall have the option to renew for an additional three (3) two (2)-year terms upon City Council approval.

5. PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at the City of San Antonio Central Library Auditorium located at **600 Soledad San Antonio, TX 78205 at 10:00, a.m., Central Time, on Tuesday, December 3, 2013**. Respondents are encouraged to prepare and submit their questions in writing 5 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged. .

This meeting place is accessible to disabled persons. The parking located at the Central Library is wheelchair accessible. The accessible entrance is located at 600 Soledad Street. Accessible parking spaces are located on the first level. . Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

6. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Please submit one original, signed in ink and fifteen copies of the proposal. Include one copy of the full proposal on compact disk (CD) containing an Adobe PDF version. Each of the items listed below must be labeled with the heading indicated below as a separate file on the CD.

TABLE OF CONTENTS

PROPOSED PLAN. Prepare and submit the Proposal based on the requirements stated in the RFCSP and included as Attachment 1.

RESPONDENT QUESTIONNAIRE. REFERENCES. EXPERIENCE. BACKGROUND. QUALIFICATIONS. Use the Form found in this RFCSP as Attachment 2.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment 3 which is posted separately or Respondent may download a copy at:

<https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf>

Instructions for completing the Contracts Disclosure form:

Download form and complete all fields. **This project is considered a High Profile Project (please check box accordingly)**. All fields must be completed prior to submitting the form. Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment 4. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachment 5.

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment 6.

SIGNATURE PAGE. Respondent must complete, sign, and submit the Signature Page found in this RFCSP as Attachment 7. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment 8.

TECHNICAL ARCHITECTURE SUBMISSION: Complete and submit a Technical Architecture Submission, the template is found in this RFCSP as Attachment 9.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Due to the anticipated investment and length of resultant contract between the parties, audited financial statements are preferred. In the event audited financial statements are not available, state the reason why. If audited financial statements are not available, respondents may submit other financial statement(s) or documentation, such as a Trial Balance Income Statement along with the most recent Annual Tax Submission, that validates and ensures the long term financial viability of the organization. Failure to provide requested information may impact your firm's final score.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

7. CHANGES TO RFCSP

Changes to the RFCSP, made prior to the Proposal Due Date/Time for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the Proposal Due Date/Time. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFCSP.

8. SUBMISSION OF PROPOSALS

Proposals may be submitted in hard copy format only

Submission of Hard Copy Proposals.

Please submit one original, signed in ink and fifteen copies of the proposal. Include one copy of the full proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "Customer First San Antonio" on the front of the package.

Proposals must be received in the City Clerk's Office no later than 2:00 p.m., Central Time, on Wednesday, January 22, 2014 at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's Office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:
City Clerk's Office

Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office
Attn: Finance Department
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed *two-sided*. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the printed proposal.. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 6, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the Proposal Due Date/Time and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn.

Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment 2.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Finance Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the Proposal Due Date/Time or, if a proposal is accepted, throughout the entire term of the contract.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

9. RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until the Final Questions Acceptance Date/Time noted in Section 14. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

Patricia Cavazos, Procurement Specialist III
City of San Antonio, Finance Department
patricia.cavazos@sanantonio.gov

Questions submitted and the City’s responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is **Catherine Olukotun** and may be reached by telephone at **(210) 207-8088** or by e-mail at catherine.olukotun@sanantonio.gov. Contacting the Small Business Office regarding this RFCSP after the Proposal Due Date/Time is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

10. EVALUATION CRITERIA

Evaluation criteria:

Proposed Plan (45 points total) which will be awarded as follows:

- Proposed Solution (25 points)
- Project Approach, Methodology and Timeline (20 points)

Experience, Background, Qualifications (20 points)

Pricing (15 points)

Small Business Economic Development Advocacy Program (SBEDA) (total possible 20 points) which will be awarded as follows:

SBE Prime Contract Program – (15 points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Mentorship Incentive – (5 points)

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For joint venture respondents, each joint venture partner must initial, sign and submit a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference points.

Additional Required SBEDA Program Compliance – Affirmative Procurement Initiative:

*M/WBE Subcontracting Program- Subcontract at least three percent (3%) of its prime contract value to certified M/WBE firms headquartered or have a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA).

*No evaluation criteria percentage points will be awarded for subcontracting goals. However, failure to meet these requirements will deem your proposal unresponsive.

11. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFCSP on the part of City. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees, and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Contracts Disclosure – form may be found online at <https://www.sanantonio.gov/eforms/atty/ContractsDisclosureform.pdf>.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

12. SOFTWARE ESCROW REQUIREMENT

To ensure that the City will have access to the Contractor's source code in the event that the Contractor is unable to support the software, a copy of the Contractor's source code shall be kept by a trusted third party agreeable to the City. A Software Escrow Agreement, attached as RFCSP Exhibit 3 shall be submitted to evidence the deposit of the source code and the maintenance of the escrow account. The Contractor may submit its own Software Escrow Agreement, provided it is in substantially similar form to the attached RFCSP Exhibit 3, in the determination of the City.

13. MILESTONE PAYMENTS AND ACCEPTANCE CRITERIA

C1SA: Point of Sale and Reservation and Registration Systems RFCSP

The City desires a deliverables-based payment plan that will reward the vendor for successful completion of key deliverables. Payment for these key deliverables will be made when items for each milestone are received with a formal deliverable transmittal signed by the Contractor's Project Manager for each milestone. All deliverables submitted to the City hereunder shall be submitted to a designated City employee for approval and that such deliverables comply in all material respects with the requirements as set forth in a Statement of Work. The City Project Team will review, approve, and sign off on the deliverable. Upon acceptance of each milestone, the Contractor will be paid 90% of the agreed upon milestone. A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within a reasonable period of time following delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have a reasonable period of time to cure the nonconformity or nonfunctionality. The periods of time for both of these shall be negotiated following award.

Upon delivery of the cure, the City will have a reasonable period of time (negotiated post-award) to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within a reasonable period of time (negotiated post-award) of delivery. Respondent shall have an additional reasonable period of time (negotiated post-award) to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have a reasonable period of time (negotiated post-award) to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 10% of retained balances on hold with the City at the time the third notice is provided to Respondent.

14. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

| | |
|--------------------------------------|--|
| RFCSP Release Date | November 14, 2013 |
| Pre-Submittal Conference Date/Time | December 3, 2013 at 10:00 am, Local Time |
| Final Questions Acceptance Date/Time | December 13, 2013 by 2:00 pm, Local Time |
| Proposals Due Date/Time | January 22, 2014 at 2:00 pm, Local Time |

15. RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below:

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "CUSTOMER FIRST SAN ANTONIO (C1SA) PROJECT" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| TYPE | AMOUNTS |
|--|--|
| 1. Workers' Compensation | Statutory |
| 2. Employers' Liability | \$500,000/\$500,000/\$500,000 |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you | For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000 |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence |
| 5. Professional Liability [Technology E&O] (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service. | \$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services. |

- D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and

prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

- E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

- F) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- H) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- I) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- J) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..
- L) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

RFCSP EXHIBIT 2

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFCSP EXHIBIT 3

ESCROW AGREEMENT

This agreement ("Agreement") is effective _____, 20__ among _____ ("Custodian"), Respondent's Name ("Depositor") and the City of San Antonio ("Preferred Beneficiary"), who collectively may be referred to in this Agreement as the parties ("Parties").

A. Depositor and Preferred Beneficiary have entered or will enter into an Annual Contract for Name of Project between the City of San Antonio and Respondent's Name, regarding certain proprietary technology of Depositor (referred to in this Agreement as "the License Agreement").

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor is critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with Custodian to provide for the retention, administration, annual verification, and controlled access of the proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the Annual Contract for Name of Project between the City of San Antonio and Respondent's Name, pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of this Agreement by the parties, Depositor shall deliver to Custodian the proprietary technology and other materials ("Deposit Materials") required to be deposited by the License Agreement. Custodian shall have no obligation to either party with respect to the preparation, accuracy, execution or delivery of Deposit Materials.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to Custodian, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete a copy of Exhibit A to this Agreement by listing each such tangible media by the item label description, the type of media and the quantity. Each Exhibit A shall be signed by Depositor and delivered to Custodian with the Deposit Materials. Unless and until Depositor makes the initial deposit with Custodian, Custodian shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Acceptance of Deposit. Custodian will conduct a deposit inspection upon receipt of any Deposit Material and associated Exhibit A by visually matching the labeling of the tangible media containing the Deposit Materials to the item descriptions and quantity listed on Exhibit A. Depositor shall provide notice by electronic mail, telephone, or regular mail to the Depositor and Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. If Custodian determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit A attached hereto, Custodian will provide Depositor with notice by electronic mail, telephone, or regular mail of such discrepancies. Custodian will work directly with the Depositor to resolve any such discrepancies prior to accepting Deposit Material. Other than Custodian's inspection of the Deposit Materials, Custodian shall have no obligation to the accuracy, completeness, functionality, performance or non-performance of the Deposit Materials.

1.4 Depositor's Representations. Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with Custodian;
- b. With respect to all of the Deposit Materials, Depositor has the right and authority to grant to Custodian and Preferred Beneficiary the rights as provided in this Agreement;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of a lien or encumbrance, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of Custodian under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified in the License Agreement; and
- e. The Deposit Materials are readable and useable in the appropriate technical environment their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.
- f. The Deposit Materials include the source code corresponding to the computer software licensed by Depositor to Preferred Beneficiary under the License Agreement, except for third-party software that Depositor has no right to provide to Custodian or to Preferred Beneficiary in source code form. Either the License Agreement or Exhibit A properly identifies all third-party software embedded in or associated with the computer software licensed by Depositor to Preferred Beneficiary under the License Agreement that is not included in the Deposit Materials. The Deposit Materials include any pertinent commentary or explanation that may be necessary to render the source code understandable and useable by a trained computer-programming expert who is generally familiar with Fire Incident Report Systems and program code. The Deposit Materials include system documentation, statements of principles of operation and schematics, all as necessary or useful for the effective understanding and use of the source code. Insofar as the "development environment" employed by Depositor for the development, maintenance, and implementation of the Source Code includes any device, programming, or documentation not commercially available to Preferred beneficiary on reasonable terms through readily known sources other than Depositor, the Deposit Materials shall include all such devices, programming, or documentation. The foregoing reference to such "development environment" is intended to apply to any programs, including compilers, "workbenches," tools, and higher-level (or "proprietary") languages, used by Depositor for the development, maintenance and implementation of the Source Code.

1.5 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version, release, addition, modification or update of the licensed software, which is subject to the License Agreement; provided that Depositor shall not be required to make updates more often than once every four (4) months, nor less frequently than once per year. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit A and Depositor shall sign the new Exhibit A. Each Exhibit A will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit A. The processing of all deposit updates shall be in accordance with Sections 1.2 and 1.3 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

For purposes of this Agreement, Depositor may accomplish such updates by having the new version of the product added to the existing deposit or, alternatively and upon written instruction to Custodian and Preferred Beneficiary, exchanging the new version of the product for the old version of the product within the existing deposit.

1.6 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

1.7 Verification. Preferred Beneficiary shall have the right, at Preferred Beneficiary's expense, to cause a verification of any Deposit Materials once within the first 90 days after execution of this Agreement by Preferred Beneficiary, and thereafter twice in any 12-month period. Preferred Beneficiary shall notify Depositor and Custodian of Preferred Beneficiary's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Deposit Materials as well as to confirm that it compiles to the pertinent object code of the licensed software. If verification is elected after the Deposit Materials have been delivered to Custodian, then Custodian,

or at Preferred Beneficiary's election, an independent person or company selected by Preferred Beneficiary who is reasonably acceptable to Depositor will perform the verification. The Preferred Beneficiary shall be responsible for all costs of the verification, including, without limitation, Custodian's fees associated with the verification, the costs incurred by Depositor relating to such verification (including, without limitation, travel and living expenses for Depositor personnel required to assist with the verification and fees for the services of such personnel, at Depositor's standard daily rates, as applicable).

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. Custodian shall have the obligation to reasonably protect the confidentiality of the Deposit Materials by maintaining the Deposit Materials in a secure, environmentally safe, locked facility which is accessible only to authorized representatives of Custodian. Except as provided in this Agreement or any subsequent agreement between the Parties, Custodian shall not disclose, transfer, make available to any party, or use the Deposit Materials. Custodian shall not disclose the terms of this Agreement to any third party. If Custodian receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, Custodian will immediately notify the parties to this Agreement of same in writing, unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that Custodian does not waive its rights to present its position with respect to any such order. Custodian will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below. Custodian will not be required to disobey any order from a court or other judicial tribunal.

2.2 Status Reports. Custodian shall provide to Depositor and Preferred Beneficiary access to the Custodian's real-time, on-line portal to view data and documentation relative to this Agreement. Upon request, Custodian will provide ad hoc status reports to Depositor and Preferred Beneficiary.

2.3 Audit Rights. During the term of this Agreement, Depositor and Preferred Beneficiary shall each have the right to inspect the written records of Custodian pertaining to this Agreement. Any such inspection shall occur during normal business hours and following reasonable prior notice.

ARTICLE 3 -- RIGHT TO MAKE COPIES

Custodian may make copies of the Deposit Materials as necessary to meet its obligations under this Agreement, while retaining a copy to carry out its obligations for other licensees who may benefit from the same arrangement. Custodian shall include in any copies all copyright, non-disclosure and other proprietary notices and titles contained on the Deposit Materials. With all Deposit Materials submitted to Custodian, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, without limitation, instructions as to necessary hardware or software. In all other respects, Custodian shall not make copies of the Deposit Materials except to fulfill an order of a court of competent jurisdiction (see Section 2.1).

If for any reason Custodian should make any copy of the Deposit Materials, Custodian shall promptly give written notice to Depositor of such action and shall explain the reason for such copying in the notice.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the occurrence and continuance of any of the following:

- a. Entry of an order for relief regarding Depositor under Title 11 (bankruptcy) of the United States Code, the making by Depositor of a general assignment for the benefit of its creditors, the appointment of a general receiver or trustee in bankruptcy of Depositor's business or property, or the commencement of similar proceedings under the bankruptcy, insolvency, liquidation or reorganization laws of any state or any other country or province (except that were entry of an order, appointment of a receiver or trustee in bankruptcy, or

commencement of bankruptcy or insolvency proceedings is effected on an involuntary basis, then Depositor shall have 60 days to have such case or proceeding dismissed);

- b. Depositor's failure to continue to do business in the ordinary course;
- c. Any decision by Depositor to withdraw maintenance services in support of the Depositor software licensed by Depositor to Preferred Beneficiary under the License Agreement;
- d. The occurrence of a breach as defined in the License Agreement;
- e. The occurrence of any condition (whether or not qualifying as a breach) having a critical impact on necessary business functions (such as a continuing loss of service or data), which Depositor cannot or will not assure Preferred Beneficiary will be corrected so to restore necessary business functions using all reasonable means, and the release of the Deposit Materials is reasonably believed to enable Preferred Beneficiary to remedy such condition critically impacting Preferred Beneficiary's use of the licensed software to meet necessary business functions; and, for purposes of this Agreement, if a Release Condition is claimed by Preferred Beneficiary to exist on this basis, then, notwithstanding Sections 4.2 and 4.3 hereof, Custodian will, without delay, release the Deposit Materials to Preferred Beneficiary immediately upon Custodian's receipt of written notice of such Release Condition in which Preferred Beneficiary shall explain why it believes the Deposit Materials will enable Preferred Beneficiary to resolve such critical impact condition and why an immediate release is required, but Preferred Beneficiary shall commit to surrender the Deposit Materials to Custodian or Depositor promptly after the correction has occurred to restore necessary business functions.]

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred and is continuing, then Preferred Beneficiary, at any time, may provide to Custodian written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Within five (5) business days of receipt of a written notice, Custodian shall provide a copy of the notice to Depositor. Custodian will promptly notify the Parties unless Custodian acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section. Such need for additional documentation or information may extend the time period for Custodian's performance under this section.

4.3 Contrary Instructions. From the date Custodian mails the notice by overnight express mail requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to Custodian contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Upon receipt of Contrary Instructions, Custodian shall send a copy of Contrary Instructions to Preferred Beneficiary by overnight commercial express mail. Additionally, Custodian shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 and 4.1(e) of this Agreement, Custodian will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred Beneficiary; or (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If Custodian does not receive Contrary Instructions from the Depositor, or if the Preferred Beneficiaries request to release is based on 4.1(e), Custodian is authorized to release the Deposit Materials to the Preferred Beneficiary. However, Custodian is entitled to receive any fees due Custodian before making the release. This Agreement will terminate upon the release of the Deposit Materials held by Custodian.

4.5 Right to Use Following Release. Unless otherwise provided in the License Agreement, upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have the right to use the Deposit Materials for the sole purpose of continuing the benefits afforded to Preferred Beneficiary by the License Agreement. Preferred Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Materials.

ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one year. Thereafter, this Agreement shall automatically renew from year-to-year unless (a) Depositor and Preferred Beneficiary jointly instruct Custodian in writing that the Agreement is terminated; (b) Custodian instructs Depositor and Preferred Beneficiary in writing ninety (90) days after its renewal date, that the Agreement is terminated for nonpayment in accordance with Section 5.2; or (c) Custodian reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with Custodian, Custodian reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to Custodian, Custodian shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to Custodian to cure the default. If the past due payment is not received in full by Custodian within one (1) month of the date of such notice, then Custodian shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. Custodian shall have no obligation to take any action under this Agreement so long as any payment due to Custodian remains unpaid.

5.3 Disposition of Deposit Materials Upon Termination. Subject to the foregoing termination provisions, and upon termination of this Agreement, Custodian shall destroy, return to Depositor, or otherwise deliver the Deposit Materials in accordance with Depositor's instructions. If there are no instructions, Custodian may, at its sole discretion, destroy the Deposit Materials or return them to Depositor. Custodian shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with Custodian or have been totally released to the Preferred Beneficiary in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. Depositor's Representations (Section 1.4);
- b. The obligations of confidentiality with respect to the Deposit Materials;
- c. The obligation to pay Custodian any fees and expenses due;
- d. The provisions of Article 7;
- e. Section 4.5 to the extent applicable; and
- f. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- CUSTODIAN'S FEES

6.1 Fee Schedule. Custodian is entitled to be paid its agreed fees and expenses applicable to the services provided by Depositor. Custodian shall notify Depositor of Custodian's fees at least sixty (60) days prior to any increase in fees. For any service not listed on Custodian's standard fee schedule, Custodian will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. Custodian shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to Custodian are paid in full. Fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. If invoiced fees are not paid, Custodian may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. Custodian may act in reliance upon any instruction, instrument, or signature reasonably believed by Custodian to be genuine. Custodian may assume that any employee of a party to this

Agreement who gives any written notice, request, or instruction has the authority to do so. Custodian will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Custodian shall not be responsible for failure to act as a result of causes beyond the reasonable control of Custodian.

7.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless Custodian from any and all claims, actions, damages, arbitration fees and expenses, costs, reasonable attorney's fees and other liabilities ("Liabilities") incurred by Custodian directly resulting from this escrow arrangement, except where it is adjudged that Custodian acted with gross negligence or willful misconduct.

7.3 Limitation of Liability and Waiver of Consequential Damages.

(a) Notwithstanding anything else herein, all liability, if any, whether arising in contract, tort (including negligence) or otherwise, of Custodian under this Agreement shall be limited to the amount equal to ten times the then annual fees owed or paid to Custodian under this Agreement. If claim or loss is made in relation to a specific deposit or deposits, such liability shall be limited to the fees related specifically to such deposits. This limit shall not apply for: (I) any claims of infringement of any patent, copyright, trademark or other proprietary right; (II) liability for death or bodily injury; (III) damage to tangible property (excluding the Deposit Material); (IV) theft; or (V) proven gross negligence or willful misconduct.

(b) In no event will Custodian be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether arising in contract, tort (including negligence) or otherwise even if the possibility thereof may be known in advance to one or more parties and whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction, which may direct Custodian to take, or refrain from taking any action, that party shall:

a. Give notice to Custodian at least five (5) business days prior to the hearing; and

b. Include in any such order that, as a precondition to Custodian's obligation, Custodian be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. Custodian is not a party to the License Agreement between Depositor and Preferred Beneficiary and has no knowledge of any of the terms or provisions of any such License Agreement. Custodian's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by Preferred Beneficiary and Exhibit B need not be signed.

8.2 Notices. All notices, invoices, payments, deposits and other documents and communications shall be given to the parties at the addresses specified in the attached Exhibit B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date

that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by registered mail, or through messenger or commercial express delivery services. Unless otherwise provided in this Agreement, all non-critical documents (such as invoices) and non-critical communications may be delivered by First Class mail.

8.3 Severability. In the event any provision of this Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, Custodian shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless Custodian receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. Each party shall be responsible for its own attorney fees to enforce this agreement.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Depositor

By: _____

Name:

Title:

Date:

Preferred Beneficiary

By: _____

Name:

Title:

Date:

Custodian

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGREEMENT

EXHIBIT A

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Account Number _____

Product Name _____

DEPOSIT MATERIAL DESCRIPTION:

| Quantity | Media Type & Size | Label Description of Each Separate Item |
|----------|---------------------------|---|
| _____ | Disk 3.5" or _____ | |
| _____ | DAT tape _____ mm | |
| _____ | CD-ROM | |
| _____ | Data cartridge tape _____ | |
| _____ | TK 70 or _____ tape | |
| _____ | Magnetic tape _____ | |
| _____ | Documentation | |
| _____ | Other | |

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

| | |
|--|-----------------------------------|
| I certify for Depositor that the above described Custodian has accepted the above. | |
| Deposit Materials have been transmitted to Custodian: _____ | |
| Materials | (any exceptions are noted above): |

Signature _____
Print Name _____
Date _____

Signature _____
Print Name _____
Date Accepted _____

Exhibit A# _____

ESCROW AGREEMENT

EXHIBIT B

DESIGNATED CONTACT

| | |
|--|---|
| Account Number | |
| Notices, deposit material returns and communications to <u>Depositor</u> should be addressed: | Notices and communications to <u>Preferred Beneficiary</u> should be addressed to: |
| Company Name: | Company Name: |
| Address: | Address: |
| Designated Contact: | Designated Contact: |
| Telephone: | Telephone: |
| Facsimile: | Facsimile: |
| E-mail: | E-mail: |
| Verification Contact: | Verification Contact: |
| Telephone/E-mail: | |
| Fees for this agreement will be paid by <u>Depositor.</u> | |
| Invoices to <u>Depositor</u> should be addressed to: | |
| Company Name: | Company Name: |
| Address: Attn: | Address: |
| | |
| Billing Contact: | Billing Contact: |
| Telephone: | Telephone: |
| Facsimile: | Facsimile: |
| E-mail: | E-mail: |
| P.O.# | P.O.#: |

Requests from Depositor or Preferred Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Preferred Beneficiary.

| | |
|---|---|
| Agreements, Deposit Materials and notices to Custodian should be addressed to: | All invoice fee remittances to Custodian should be addressed to: |
| Custodian | Custodian |

C1SA: Point of Sale and Reservation and Registration Systems RFCSP

| | |
|------------|-------|
| | |
| | |
| | |
| Telephone: | |
| Facsimile: | Date: |
| E-mail: | |
| | |

RFCSP EXHIBIT 4

INTERLOCAL PARTICIPATION

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Request for Offer (hereafter "RFCSP"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this contract. VENDOR shall sign and return any subsequently issued riders within ten calendar days of receipt.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

RFCSP EXHIBIT 5

**SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM**

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Waiver Request - A Respondent may request, for good cause, a full or partial Waiver of a **specified subcontracting goal** included in this solicitation by submitting the *Respondent Subcontracting Waiver Request* form (which is available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Waiver request must fully document subcontractor unavailability despite the Respondent's good faith efforts to comply with the goal. Such documentation shall include all good faith efforts made by Respondent including, but not limited to, which subcontractors were contacted (with phone numbers, e-mail addresses and mailing addresses, as applicable) and the method of contact. **Late Waiver requests will not be considered.**

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form (available at <http://www.sanantonio.gov/SBO/Forms.aspx>) with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the \$50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such “pass-through” or “conduit” functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee (“GSC”) to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORS or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR’s or Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR’s Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City’s M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY’s MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm’s beneficial participation in the CITY’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR’s and/or S/M/WBE firm’s performance and payment under CITY contracts due to the CITY’s imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;
2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm; **and**

MWBE Subcontracting Program. In accordance with SBEDA Ordinance Section III. D. 8. (d), this contract is being awarded pursuant to the M/WBE Subcontracting Program. CONTRACTOR agrees to subcontract at least **three percent (3%)** of its prime contract value to certified M/WBE firms headquartered or having a significant business presence within the San Antonio Metropolitan Statistical Area (SAMSA). The Subcontractor / Supplier Utilization Plan that CONTRACTOR submitted to CITY with its response for this contract (or, as appropriate, that it agrees to submit during the price proposal negotiation phase of this contract), and that contains the names of the certified M/WBE Subcontractors to be used by CONTRACTOR on this contract, the respective percentages of the total prime contract dollar value to be awarded and performed by each M/WBE Subcontractor, and documentation including a description of each M/WBE Subcontractor's scope of work and confirmation of each M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the SBO, the failure of CONTRACTOR to attain this subcontracting goal for **MWBE firm participation** in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the CITY, and may result in debarment from performing future CITY contracts, withholding of payment for retainage equal to the dollar amount of the underutilization below the agreed upon **MWBE subcontracting goals**, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the SBEDA Ordinance, or under any other law.

Subcontractor Diversity: The City of San Antonio strongly encourages each bidder to be as inclusive as possible, and to reach out to all segments of the M/WBE community in its efforts to exercise good faith in achieving the **MWBE subcontracting goal of 3%** that has been established for this contract. While the relative availability of ready, willing, and able firms within various ethnic and gender categories will vary significantly from contract to contract based upon the particular trades that are involved, overall in the San Antonio **Other Services** industry, as reflected in the City's Centralized Vendor Registration system for the month of October 2013, African-American owned firms represent approximately 2.13% of available subcontractors, Hispanic-American firms represent approximately 10.85%, Asian-American firms represent approximately 0.87%, Native American firms represent approximately 0.15%, and Women-owned firms represent approximately 4.45% of available other services subcontractors.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

9. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
10. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;
11. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
12. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
13. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFCSP EXHIBIT 6

NON-DISCRIMINATION POLICY

Non-Discrimination. As a party to this contract, [Contractor or Vendor] understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

16. RFCSP ATTACHMENTS

RFCSP ATTACHMENT 1 PROPOSED PLAN

Prepare and submit responses to address the following items.

- A. **Executive Summary** – Maximum five pages in length. The Respondent shall outline in narrative form its understanding and ability to provide the solution and perform the services as outlined in Section 2, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.
- B. **Proposed Solution.** Provide a narrative response to the following items.
1. The Respondent shall describe the proposed solution to provide facility reservations, activity registrations, league management and volunteer management as described in Section 2 and in the Requirements. Describe the process for completing a transaction in-person at a clerk/cashier, and the process for completing a transaction online.
 - a. Describe the integration between the RRS and the proposed payment/cashier system. What is delivered, and what will require development as part of the project?
 - b. Describe any other integration points between the RRS solution and other systems, such as SAP. What is delivered, and what will require development as part of the project?
 - c. Describe the capabilities of the RRS solution on alternative platforms other than PC workstation, such as kiosk, remote terminals, smartphones, tablets, etc.
 2. The Respondent shall describe the proposed solution to provide a new POS system as described in Section 2 and in the Requirements narrative. The POS solution should establish a comprehensive uniform payment approach to serving citizens and other customers as well as managing the financial transactions on the back-end.
 - a. Describe the integration for credit card processing between the proposed POS solution and the City's merchant services provider.
 - b. Respondent shall provide a copy of PCI-DSS Certification of all System parts and equipment and proof of Credit Card Brand Service Provider registration as required.
 - c. Describe the integration with SAP, COSA's financial system, to provide transaction-level detail and provide complete audit/reporting functions.
 - d. Describe any other integration points between the POS solution and other City systems.
 - i. What technology exists in your solution to discover and make available to the POS system in real-time items that are available for payment from other City systems, such as those listed in Section 1.4.1.2?
 - ii. What protocols might be used to push payment information back to these source systems from the POS solution?
 - iii. To what extent has your solution previously integrated with the City's existing systems as listed in Section 1.4.1.2? What is delivered, and what will require development as part of the project?
 - e. Describe the capabilities of the POS solution for a retail cash register and retail inventory solution for departments with this need.
 3. For each technical platform proposed (in-house, hosted or SaaS), complete Attachment 9, *Technical Architecture Submission*. In addition, answer the following items for each platform:
 - a. Describe any software or hardware required for any proposed platform (in-house operating environment, hosted operating environment, or software-as-a-service (SaaS) operating environment).
 - b. Provide a detailed description of the installation procedures for your application, required setting of operating systems and network configuration, storage requirements for the installation of the application and how data is stored with the amount of storage required for different levels of activity within your application.
 - c. The System shall operate in a secured data center. Provide details of configuration requirements for the application to operate in a DMZ context, a list of the TCP/IP ports used by each component of your application and an overview of standard protocol usage and proxy settings.
 - d. The System shall provide established processes for backup and recovery of data. Provide documentation on the backup and recovery processes used by the solution.
 - e. The System shall provide role-based security to establish authorization for additions, changes and deletion of all data. Indicate if the proposed system will comply.
 - f. The System shall provide audit trails for all data. Describe audit trail and accountability features of the solution.
 - g. Ongoing support including software and documentation updates is required for the System. One or more communication methods shall exist for troubleshooting and resolving incidents or problems encountered with the software. Indicate if the proposed system will comply. Describe support options.

- h. Provide proof of PCI-DSS certification which is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.
4. In Section 2.2, the City has described relevant elements of the existing City technology infrastructure that could be leveraged by the Respondent in the proposed solution. Integration of City technology with the proposed solution is not a requirement for this proposal, but the value of the solution would be enhanced to the City if parts of the existing City technology could be utilized. Please respond to the following items:
 - a. To the extent that it is feasible to use any elements of relevant City technology in the Respondent's solution, discuss your approach to leveraging the applicable pieces of City technology. Which parts would be the easiest to integrate? Where could the City realize the most value from this approach?
 - b. What is the feasibility of integrating City technology in this area with the Vendor-proposed solution? How compatible are the Vendor platforms with the City technology? Include diagrams that depict the expected integration points between your solution and the City's technology.
 - c. Describe any previous experience that the Respondent has working with a client to integrate client technology with the proposed solution.
 - d. What are the business considerations of using City technology as described. Is there any functionality that would be gained or lost by using City components rather than the Vendor software in this area?
 - e. What are the technical considerations of using City technology as described. How will this affect the product support, support packs, maintenance agreements, future enhancements, and upgrade path for the Vendor solution?
 - f. Pros and cons for the City using its own technology as described rather than the Vendor's software.
- C. **Project Approach, Methodology and Timeline.** Provide a narrative response to the following items.
 1. Describe recommendations for phasing and timeline. Describe all proposed phases of the project, including estimated duration and important milestone dates or events.
 - a. Include in your narrative how your recommended approach will reduce risk to the City and facilitate user acceptance.
 - b. If you would recommend a pilot implementation of any functionality or for any department, include that explanation in your response.
 2. Provide a list and definition/description of each major deliverable to be provided by the Respondent as part of the project effort.
 3. What is the plan and approach for providing each of the services as requested in Section 2.3, *Services*, above? For each segment/phase of the project, the Respondent should identify the major tasks to be performed and who is responsible for the task (Respondent, City, other).
 - a. Respondent should provide a high-level work plan demonstrating the relationship between the work to be performed, the deliverables to be provided as described, and the phasing/timeline recommended in your approach.
 4. Provide a project methodology overview, including project standards, status reporting, risk management, issue management, communications and cultural change management. For communications and cultural change management, the City expects the Respondent to lead the efforts to create the Organizational Change Management Plan, and to support the City to execute the Plan.
 5. Describe a detailed training plan including a planned curriculum, including course name, course length, intended audience, and location. The proposed plan should address training for end user operators, managers and technical support staff, as applicable. Respondent shall provide a recommended training plan to include estimated timing and outline Respondent responsibilities and City responsibilities for training. Any training items proposed in this response but not included in the Implementation Cost on the Pricing Schedule but must be included in All Other Costs on the Pricing Schedule.
 6. Discuss your approach to designing the new business processes for POS and RRS at the City.
 - a. What services will your firm provide to support the City in improving its process for POS and RRS?
 - b. What best practice process documentation can you provide to support the City in taking advantage of the proposed new solution?
 7. Describe any city government best practices and lessons learned in reservation and registration systems.
 8. Describe any city government best practices and lessons learned in payment/cashiering systems.
 9. Based on your experience with other clients, what revenue enhancement or expense reduction can the City expect from deployment of the Vendor's solution? Which segments of the Vendor's solution will create these benefits? When could the City reasonably expect to see these benefits?
 10. Because of the rudimentary nature of the current City solutions for POS and RRS, the City is expecting minimal automated data conversion from existing systems into the new solution. Based on your experience, are there any data elements that would be beneficial to bring into the new solution using an automated conversion?

11. The City would like to use the new solution to capture the revenue from the Hotel Occupancy Tax. This self-reported tax from hotels requires a form that requires a number of calculations to be submitted with the payment from local hotels. How would your proposed solution best incorporate this need?
12. **Sample Statement of Work.** In this response, Respondents shall provide a sample Statement of Work based on the content of their Offer. The Sample Statement of Work should include a description of the roles and responsibilities for each of the services requested in this RFCSP in accordance with the Vendor's proposed project plan and methodology, and descriptions of all deliverables to be provided.

D. Response to Requirements. The City has developed System Requirements provided in Appendix A. The Respondent must respond to the System Requirements. Two primary columns (or fields) are expected to be used by the Respondent to respond to each Functional Requirement: "Support" and "Source". A response is required in both columns in order to be considered responsive to each Functional Requirement. The response options for each field are provided and described below.

SUPPORT - The "Support" selection identifies whether support for the requirement can be met through proposed standard software. The Respondent response options are defined in the following table:

Respondent Functional Response Definitions - Support

| Support Responses | Functional Response Definition |
|---|--|
| SF Standard (Configurable) Functionality | The software provides the requested functionality without screen, code, or design changes. The product can satisfy the specification "out-of-the-box" without any modification to the standard baseline software offering. The software may require configuration using supplied configuration options or tools. The Respondent should only use "SF" if the baseline software as delivered in the current release fully meets the requirement "as-is" or through software configuration. |
| CN Customization – No Charge | The desired feature or functionality is not available as part of the standard (base or third party system) functionality, but can be customized to satisfy the specified system requirement. Only use "CN" if the customization will be completed at no additional charge to the City. Commonly, this would be a feature that is developed for the City but is then included in the standard product for future releases. A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement in DD2. |
| CB Customization – Bolt-On | The desired feature or functionality is not available as part of the standard (base or third party system) software functionality, but can be custom built to satisfy the specified system requirement. Only use "CMA" if the functionality can be custom developed as a "bolt-on" to the software without requiring changes to the underlying software source code. Commonly, this bolt-on would use established entry/exit points for the delivered system, or some other approach that does not modify the delivered code. A brief explanation is expected to support any proposed custom development; explanations should be provided in the "Comments" section for the requirement in DD2. Estimated costs and work effort associated with each custom development effort should be addressed in the Enhancements and Modifications Schedule of the cost proposal. |

| Support Responses | Functional Response Definition |
|---|---|
| <p>CMN Customization – Minor</p> | <p>The desired feature or functionality is not available as part of the standard (base or third party system) software functionality but can be made to the standard software utilizing the delivered “Development Toolset” (if any) to satisfy the specified requirement, and do not require modifications to the system source code. Examples of minor modifications include changing a field length or creating a new view.</p> <p>A brief explanation is required to support any proposed minor modification; explanations should be provided in the “Comments” section of the response matrix.</p> <p>Estimated costs and work effort associated with each minor modification effort should be addressed in the Enhancements and Modifications Schedule of the cost proposal.</p> |
| <p>CMJ – Customization – Major</p> | <p>The desired feature or functionality is not available as part of the standard (base or third party system) software functionality, but can be custom built to satisfy the specified system requirement. Only use “CMJ” if the functionality requires changes to the underlying software source code.</p> <p>A brief explanation is required to support any proposed major modification; explanations should be provided in the “Comments” section of the response matrix.</p> <p>Estimated costs and work effort associated with each major modification effort should be addressed in the Enhancements and Modifications Schedule of the separate cost proposal.</p> |
| <p>FR Provided in Future Release</p> | <p>A future release of the software will provide the requested functionality without screen, code, or design changes. The Respondent should only use “FR” if the future release of the base or third party software will fully meet the requirement and the release date has been published by the software vendor.</p> <p>A brief identifier/description of the referenced release and the expected release date should be included in the “Comments” section.</p> |
| <p>DNM Does Not Meet Requirement</p> | <p>The desired feature or functionality is not available as part of the standard (base or third party) software functionality, through customization or using reporting tools. The requirement would most likely need to be met by a process workaround or by interfacing to an existing legacy application. A “DNM” response on the Respondent Response - Support necessitates a “DNM” response on the Respondent Response - Source.</p> |

SOURCE - The “Source” selection identifies the particular software or tool that is used for meeting the requirement as part of the proposed solution. The Respondent response options are defined in the following table where “BES”, “TPI”, “TPC”, and “RQ” substitute for the name of the appropriate software or report or query tool.

Respondent Functional Response Definitions - Source

| Source Response Options | Functional Response Definition |
|---|--|
| <p>BES Base System</p> | <p>The desired feature or functionality is provided by the base proposed software.</p> |

| Source Response Options | Functional Response Definition |
|---|--|
| TPI Third party - Fully Integrated | <p>The desired feature or functionality is not available as part of the standard (baseline) software functionality, but is a standard feature of third party software proposed to satisfy the specified system requirement and is fully integrated to function as part of the proposed system. The third party software provides the requested functionality without screen, code, or design changes. The proposed third party product can satisfy the specification "out-of-the-box" without any modification to the standard baseline software offering. Only use the "TPI" response if the third party software fully meets the requirement.</p> |
| TPC Third party with Customization | <p>The desired feature or functionality is not available as part of standard (baseline) software functionality, but is a standard feature of third party software proposed to satisfy the specific system requirement. The third party software provides the requested functionality without screen, code, or design changes, but is not integrated out-of-the-box with the proposed system. Only use the "TPC" response if the third party software meets the requirement with no modification to the third party product. Note: The integration hours are expected to be provided for any specific integration requirements with the rest of the proposed system or other systems.</p> |
| RQ Report or Query Tool | <p>The software supports the data elements necessary for the report/query, but a custom report/query would need to be developed to meet the requirement.</p> <p>A brief explanation is expected to support any proposed report/query; explanations should be provided in the narrative field.</p> <p>Estimated costs and work effort associated with each custom report/query should be addressed in the Enhancements and Modifications Schedule of the separate cost proposal.</p> |
| DNM Does Not Meet Requirement | <p>The desired feature or functionality is not available as part of the standard (base or third party) software functionality or through customization, or reporting tools. The requirement would most likely need to be met by a process workaround or by interfacing to an existing legacy application. A "DNM" response on the Respondent Response - Source necessitates a "DNM" response on the Respondent Response - Support.</p> |

To assist the City in managing and analyzing Respondent responses to each of these requirements, the City contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD2), a secure, web-based team collaboration system. Respondents shall utilize DD2 to complete and respond to the City's System Requirements. Requirements for this RFCSP have been uploaded into DD2 and responses to these requirements should be collected and processed via DD2. Respondents who fail to respond to the requirements via DD2 or who fail to provide, as part of their Proposal submission, a printed or electronic copy of their DD2 responses along with a statement certifying that printed copy matches their responses in DD2, may be disqualified.

Each Respondent will be required to contact Advantiv and request access to their secure, on-line response environment within the DD2 system. Advantiv Solutions will then provide each vendor with all necessary instructions and support. Advantiv can be reached by emailing dd2@advantiv.com. The Respondent will receive an email response from Advantiv within one business day. The DD2 vendor response environment will open upon the Proposal Release Date and will close at the Proposal Due Date/Time promptly. Advantiv will be available to provide technical support regarding the use of the DD2 system. **ALL OTHER INQUIRIES RELATED TO THE SOLICITATION MUST BE DIRECTED TO THE OFFICIAL CITY POINT OF CONTACT PROVIDED IN SECTION 9.**

Refer to Appendix A, *System Requirements* for additional information.

In addition, Respondents must include an electronic copy of the System Requirements response on the required CD (see Section 6).

RFCSP ATTACHMENT 2

RESPONDENT QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
 Partnership
 Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
 Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ___ No ___ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

- b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

- c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

- d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. **Disciplinary Action:** Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. **Previous Contracts:**

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

C1SA: Point of Sale and Reservation and Registration Systems RFCSP

Yes ____ No ____ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) references to which Respondent has provided software and services similar in size and scope to those proposed to the City within the past three (3) years. At least one reference must include a POS solution, and at least one must include an RRS solution. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ E-mail: _____

Date and Type of Service(s) Provided: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ E-mail: _____

Date and Type of Service(s) Provided: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ E-mail: _____

Date and Type of Service(s) Provided: _____

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. (These may be the same projects identified as References.) Identify associated results or impacts of the project/work performed.
2. Indicate the number of years Respondent has been in the business of providing the types of solutions requested by the RFCSP. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
3. List all Point-of-Sale/Cashiering projects that the Respondent has completed in the last four years and the size/scale of each project. Provide an overview of the benefits achieved by each of the projects.
4. List all Point-of-Sale/Cashiering projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
5. Describe previous experience/projects where Respondent has integrated the proposed POS solution with Chase Paymentech, LLC or other Merchant Service Providers.
6. List all Reservation/Registration projects that the Respondent has completed in the last four years and the size/scale of each project. Provide an overview of the benefits achieved by each of the projects.
7. List all Reservation/Registration projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.
8. Describe Respondent's specific experience with public sector clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.
9. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.
10. Proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., hours, duration) needed from City by role.
11. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:
 - a. identify the number and professional qualifications (to include licenses, certifications, associations)
 - b. identify relevant experience on projects of similar size and scope
 - c. state the primary work assignment and the percentage of time to be devoted to the project.In an appendix to the proposal, Respondent must provide professional resumes for all proposed project staff.
12. Additional Information. Provide any other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT 3

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/efrms/atty/ContractsDisclosureform.pdf>

Instructions for completing the Contracts Disclosure form are listed below:

1. Complete all fields in the electronic form and sign electronically. **Note: This is a high profile project; please fill out this form accordingly.** All fields must be completed prior to submitting the form.
2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT 4

LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT 5

SBEDA FORM(S)

Utilization Plan and Mentor Protégé Commitment Form

Posted as separate documents.

RFCSP ATTACHMENT 6

PRICING SCHEDULES

For the associated technology infrastructure, the City prefers an internally-hosted infrastructure but will consider third-party-hosted and Software-as-a-Service (SaaS) multi-tenant proposals that can demonstrate a greater value proposition. Separate Pricing Schedules are presented below for each of the three technology platform options.

Respondents may submit pricing for one, two or all three infrastructure options in their proposals.

Please use the following assumptions if needed for building the proposed pricing:

| | |
|---|-------------|
| Reservation/Registration System | |
| Number of City Users | 350 |
| Annual Number of Transactions – online/self-service | 4,500 |
| Annual Number of Transactions – over the counter | 13,500 |
| Annual Amount of Transactions – Credit Card | \$2,000,000 |
| Annual Amount of Transactions – Other Payments | \$500,000 |
| Point-of-Sale/Cashiering System | |
| Number of City Users | 75 |
| Annual Number of Transactions – online/self-service | 17,000 |
| Annual Number of Transactions – over the counter | 15,000 |
| Annual Amount of Transactions – Credit Card | \$1,400,000 |
| Annual Amount of Transactions – Other Payments | \$1,600,000 |

PRICING SCHEDULE

Solution 1: In-House Operating Environment.

Submit this pricing form if your solution will be installed and operated on City technical infrastructure.

- Item 1. RRS System Licenses \$ _____
- Item 2. POS System Licenses \$ _____
- Item 3. Required Additional Software (if any) \$ _____
Provide a separate schedule listing each product and cost. See Form 1.
- Item 4. Integration with City Systems \$ _____
Detail costs for providing integration with existing City systems. See Form 2.
- Item 5. Proposed Software Changes \$ _____
Provide a schedule listing each proposed change and cost. See Form 3.
- Item 6. Required Equipment (if any) \$ _____
Provide a schedule listing each product and cost. See Form 1.
- Item 7. One-Time Implementation Costs \$ _____
For all services requested in RFCSP (see Section 2.3) other than Item 4 above.
Includes any travel expense. The City will not pay travel costs separately.
List on a separate page the assumptions used for computing the implementation cost.
- Item 8. Software Maintenance Initial Term (3 Years) \$ _____
Describe on a separate page the inclusions and terms for proposed software maintenance.
- Item 9. Software Maintenance Option Term (2 Years) \$ _____
- Item 10. All Other Costs \$ _____
Provide a schedule listing each item and cost. See Form 1.
- TOTAL PROPOSED SOLUTION 1 COST: \$ _____

Respondent shall provide the following additional pricing:

Cost of additional licenses: RRS system \$ _____ per _____

Cost of additional licenses: POS system \$ _____ per _____

Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

| | |
|-------------|----------------|
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |

PRICING SCHEDULE

Solution 2: Hosted Operating Environment

Submit this pricing form if your solution will be installed and operated on a hosted third-party technical infrastructure.

- Item 1. RRS System Licenses \$ _____
- Item 2. POS System Licenses \$ _____
- Item 3. Required Additional Software (if any) \$ _____
Provide a separate schedule listing each product and cost. See Form 1.
- Item 4. Integration with City Systems \$ _____
Detail costs for providing integration with existing City systems. See Form 2.
- Item 5. Proposed Software Changes \$ _____
Provide a schedule listing each proposed change and cost. See Form 3.
- Item 6. Required Equipment (if any) \$ _____
Provide a schedule listing each product and cost. See Form 1.
- Item 7. One-Time Implementation Costs \$ _____
For all services requested in RFCSP (see Section 2.3) other than Item 4 above.
Includes any travel expense. The City will not pay travel costs separately.
List on a separate page the assumptions used for computing the implementation cost.
- Item 8. Software Maintenance Initial Term (3 Years) \$ _____
Describe on a separate page the inclusions and terms for proposed software maintenance.
- Item 9. Software Maintenance Option Term (2 Years) \$ _____
- Item 10. Annual Hosting Fee \$ _____
List on a separate page the basis, method and assumptions for computing the annual fee for hosting.
- Item 11. All Other Costs \$ _____
Provide a separate schedule listing each item and cost. See Form 1.
- TOTAL PROPOSED SOLUTION 2 COST: \$ _____

Respondent shall provide the following additional pricing:

Cost of additional licenses: RRS system \$ _____ per _____

Cost of additional licenses: POS system \$ _____ per _____

Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

| | |
|-------------|----------------|
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |

C1SA: Point of Sale and Reservation and Registration Systems RFCSP

Role: _____ Rate: \$ _____

PRICING SCHEDULE

Solution 3: Software-as-a-Service (SaaS) Operating Environment

Submit this pricing form if your solution will be installed and operated on a hosted third-party technical infrastructure.

- Item 1. Annual RRS Subscription Fee \$ _____
List on a separate page the basis, method and assumptions for computing the subscription fee.
- Item 2. Annual POS Subscription Fee \$ _____
List on a separate page the basis, method and assumptions for computing the subscription fee.
- Item 3. Required Additional Software (if any) \$ _____
Provide a schedule listing each product and cost. See Form 1.
- Item 4. Integration with City Systems \$ _____
Detail costs for providing integration with existing City systems. See Form 2.
- Item 5. Proposed Software Changes \$ _____
Provide a schedule listing each proposed change and cost. See Form 3.
- Item 6. Required Equipment \$ _____
Provide a schedule listing each product and cost. See Form 1.
- Item 7. One-Time Implementation Costs \$ _____
For all services requested in RFCSP (see Section 2.3) other than Item 4 above.
Includes any travel expense. The City will not pay travel costs separately.
List on a separate page the assumptions used for computing the implementation cost.
- Item 8. All Other Costs \$ _____
Provide a schedule listing each item and cost. See Form 1.
- TOTAL PROPOSED SOLUTION 3 COST: \$ _____

Respondent shall provide the following additional pricing:

Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

| | |
|-------------|----------------|
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |
| Role: _____ | Rate: \$ _____ |

Use a separate copy of these forms with each proposed pricing solution presented, as needed.

FORM 1 – ADDITIONAL COSTS. (add rows as needed)

| Description | Amount |
|--|--------|
| Required Proposed Software | |
| | |
| | |
| | |
| Required Proposed Equipment | |
| | |
| | |
| | |
| All Other Costs | |
| | |
| | |
| | |
| Cost of additional optional equipment | |
| | |
| | |
| | |

FORM 2 – INTEGRATION COSTS.

| City System (Primary User Department) | Integration Cost |
|--|------------------|
| SAP | |
| Hansen (Development Services) | |
| Millennium (Library) | |
| Chameleon (Animal Care Services) | |
| Tyler Incode Court Case Management (Courts) | |
| CTR Parking and Revenue Control (Airport, Downtown Operations) | |
| Digital Health Department (METRO Health) | |

FORM 3 – PROPOSED SOFTWARE CHANGES. (add rows as needed)

| Requirement # | Software Modification/Customization (describe) | Amount |
|---------------|--|--------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

RFCSP ATTACHMENT 7

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP Exhibits 1 & 2.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

RFCSP ATTACHMENT 8

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

| Document | Initial to Indicate Document is Attached to Proposal |
|---|--|
| Table of Contents | |
| Proposal Response – Proposed Plan Include copy of DD2 output of System Requirements and statement RFCSP Attachment 1 | |
| Respondent Questionnaire References Experience, Background, Qualifications Professional Resumes RFCSP Attachment 2 | |
| Discretionary Contracts Disclosure form RFCSP Attachment 3 | |
| Litigation Disclosure RFCSP Attachment 4 | |
| *SBEDA Form RFCSP Attachment 5; and Associated Certificates, if applicable | |
| Pricing Schedule(s) RFCSP Attachment 6 | |
| *Signature Page RFCSP Attachment 7 | |
| Proposal Checklist RFCSP Attachment 8 | |
| Technical Architecture Submission RFCSP Attachment 9 | |
| Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider’s Letter Copy of Current Certificate of Insurance | |
| Financial Information (audited preferred, if not, include justification and other financial statement(s) or documentation such as Balance Income Statement and recent Annual Tax Submission showing firm’s long term financial viability) | |
| One (1) Original, 15 copies and one (1) CD of entire proposal in PDF format if submitting in hard copy. | |

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.

RFCSP ATTACHMENT 9

TECHNICAL ARCHITECTURE SUBMISSION

The Technical Architecture Template for this RFCSP is provided in a separate file.

17. RFCSP APPENDICES

RFCSP APPENDIX A SYSTEM REQUIREMENTS

The System Requirements for this RFCSP are provided in a separate file and only to use as a reference.

Respondents shall utilize DD2 to complete and respond to the City's System Requirements. Requirements for this RFCSP have been uploaded into DD2 and responses to these requirements should be collected and processed via DD2. Provide, as part of your proposal submission, a printed copy of your DD2 responses along with a statement certifying that printed copy matches your responses in DD2, or you may be disqualified.

RFCSP APPENDIX B

C1SA CURRENT SYSTEMS ASSESSMENT REPORT

The C1SA Current Systems Assessment Report is provided for information purposes only as an appendix to this RFCSP.

RFCSP APPENDIX C

CITY OF SAN ANTONIO SOFTWARE AND INFRASTRUCTURE STANDARDS

The City of San Antonio Software and Infrastructure Standards is provided for information purposes only as an appendix to this RFCSP

RFCSP APPENDIX D

CREDIT CARD PROCESSING LOCATIONS

The following chart of current usage of credit card terminals and equipment within the City is intended for informational purposes only. This information changes often but is representative of recent City usage.

| | Department | POS Type ² | # of Terminals |
|----|--|---|---|
| 1 | Animal Care Services | Hypercom T4220 | 1 |
| | Animal Care Services | Internet based: http://www.petdata.com/for-pet-owners/sat | N/A |
| 2 | Aviation | Hypercom T4220 | 2 |
| 3 | Aviation | Hypercom T4220 | 10 |
| 4 | Aviation | Hypercom T4220 | 2 |
| 5 | Aviation | NetEPay **In the process of updating, see below.** | 1 |
| 6 | Aviation | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution | 17 |
| 7 | Aviation | Software: PARIS (developed by Integra Park, LLC) version 4.3.1 to use Orbital Gateway | 1 |
| 8 | Aviation | Internet Application/Orbital Gateway | N/A |
| 9 | Aviation | Internet Application/Hosted site by Interface Media Group/Orbital Gateway ** May be updating** | N/A |
| 10 | City Clerk's Office | Hypercom T4220 | 1 |
| 11 | City Clerk's Office | Hypercom T4220 | 1 |
| | City Clerk's Office | Internet based: https://www.vitalchek.com/vital-records/texas/san-antonio-bureau-of-vital-statistics?click_id=577024136049131522&ppc=0 | N/A |
| 12 | City Manager's Office/Pre-K 4 SA | Hypercom T4220 | 1 |
| 13 | City Manager's Office/Pre-K 4 SA | Hypercom T4220 | 1 |
| 14 | Communication & Public Affairs/311 | Hypercom T4220 | 1 |
| 15 | Communication & Public Affairs/311 | Hypercom T4220 | 1 |
| 16 | Communication & Public Affairs/311/Municipal Court | Hypercom T4210 | 1 |
| 17 | Communication & Public Affairs/311/Municipal Court | Hypercom T4220 | 1 |
| 18 | Convention & Visitors Bureau | PCCharge | 3 |
| 19 | Convention & Visitors Bureau | Internet Application/Orbital Gateway | N/A |
| 20 | Convention Sports & Entertainment Facilities | Hypercom T4220 | 3 |
| 21 | Convention Sports & Entertainment Facilities | Hypercom T4220 | 1 |
| | Convention Sports & Entertainment Facilities | Ticketmaster: Payment Gateway/switch, Payment Processing-MOTO, Payment Processing-Internet, Payment Processing-POS, Managed Services | N/A |
| 22 | Development Services | Hypercom T4220 | 3 |
| 23 | Development Services | Internet Application/Orbital Gateway | N/A |
| 24 | DCCD | Hypercom T4220 | 1 |
| 25 | Downtown Operations | Gateway Provider: CreditCall Corp, URL: www.creditcall.com | N/A - Multi Space Parking Meters and Pay Stations |

| Department | | POS Type ² | # of Terminals |
|------------|---------------------|--|--|
| 26 | Downtown Operations | Gateway Provider: CreditCall Corp, URL: www.creditcall.com | N/A - Multi Space Parking Meters and Pay Stations |
| 27 | Downtown Operations | Gateway Provider: CreditCall Corp, URL: www.creditcall.com | N/A - Multi Space Parking Meters and Pay Stations |
| 28 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR |
| 29 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR |
| 30 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR |
| 31 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR (b)Pay in Lane |
| 32 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: FCXR |
| 33 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR Entry (b)FCXR Exit c)Pay in Lane |
| 34 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR (b)Pay in Lane |
| 35 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR |
| 36 | Downtown Operations | WEBPARCSv6.0 source release 1/COSA Credit Card Payment Retail Web Service solution/Orbital Gateway | 1 Terminal: (a)FCXR (b)Pay in Lane |
| 37 | Finance | Hypercom T4220 | 2 |
| 38 | Health | Hypercom T4220 | 1 |
| 39 | Health | Hypercom T4220 | 1 |
| 40 | Health | Hypercom T4220 | 1 |
| 41 | Health | Hypercom T4220 | 1 |
| 42 | Health | Hypercom T4220 | 2 |
| 43 | Library | Hypercom T4220 | 1 |
| 44 | Library | Hypercom T4220 | 1 |
| 45 | Library | Hypercom T4220 | 1 |
| 46 | Library | Hypercom T4220 | 1 |
| 47 | Library | Hypercom T4220 | 1 |
| 48 | Library | Hypercom T4220 | 1 |
| 49 | Library | VeriFone VX510 | 1 |
| 50 | Library | VeriFone VX510 | 1 |
| 51 | Library | VeriFone VX510 | 1 |
| 52 | Library | VeriFone VX510 | 1 |
| 53 | Library | Hypercom T4220 | 1 |
| 54 | Library | Hypercom T4220 | 1 |
| 55 | Library | Hypercom T4220 | 1 |

C1SA: Point of Sale and Reservation and Registration Systems RFCSP

| | Department | POS Type ² | # of Terminals |
|----|------------------------------|---|----------------|
| 56 | Library | Hypercom T4220 | 1 |
| 57 | Library | Hypercom T4220 | 1 |
| 58 | Library | Hypercom T4220 | 1 |
| 59 | Library | Hypercom T4220 | 1 |
| 60 | Library | Hypercom T4220 | 1 |
| 61 | Library | Hypercom T4220 | 1 |
| 62 | Library | Hypercom T4220 | 1 |
| 63 | Library | Hypercom T4220 | 1 |
| 64 | Library | Hypercom T4220 | 1 |
| 65 | Library | Hypercom T4220 | 1 |
| 66 | Library | Hypercom T4220 | 1 |
| 67 | Library | Hypercom T4220 | 1 |
| 68 | Library | Hypercom T4220 | 1 |
| 69 | Library | Hypercom T4220 | 1 |
| 70 | Library | Hypercom T4220 | 1 |
| 71 | Library | Hypercom T4220 | 1 |
| 72 | Municipal Court | Hypercom T4220 | 12 |
| 73 | Municipal Court | Internet based kiosk/Insite 3.0/Hosted site by Tyler Technologies/Authorize.net Gateway | N/A |
| 74 | Municipal Court ¹ | Internet Application/Orbital Gateway | N/A |
| 75 | Municipal Court ¹ | Internet Hosted site by Tyler Technologies Insite 3.0//Authorize.net Gateway | N/A |
| 76 | Parks & Recreation | Hypercom T4220 | 2 |
| 77 | Parks & Recreation | Hypercom T4220 | 2 |
| 78 | Parks & Recreation | Hypercom T4220 | 1 |
| 79 | San Antonio Police | Hypercom T4210 | 1 |
| 80 | San Antonio Police | Hypercom T4210 | 1 |
| 81 | San Antonio Police | Vx610 | 1 |
| 82 | San Antonio Police | Hypercom T4210 | 1 |
| 83 | Solid Waste Management | Hypercom T4220 | 1 |
| 84 | Solid Waste Management | Hypercom T4220 | 1 |
| 85 | Solid Waste Management | Hypercom T4220 | 1 |

¹ This location is not a physical location.

² This listing is subject to change from the time of the release of the RFCSP.

City of San Antonio
Finance Department

RFCSP # 6100003293
(RFP 2013-083)

EXHIBIT B



Customer First San Antonio (C1SA) Project

Software and Implementation Services for Point-of-Sale and Reservation/Registration Systems

Proposal:

THE ACTIVE NETWORK, Inc
10182 Telesis Court
San Diego, CA 92121

Contact:

Sukh Sanghera, Sr. Strategic Sales Executive
800.661.1195 x1207
Sukh.Sanghera@activenetwork.com

Submitted January 22nd, 2014 by 2:00pm CST

City Clerk's Office
Attn: Finance Department
100 Military Plaza
2nd Floor, City Hall San Antonio, TX 78205



Final Bid Deadline

RFP # 6100003293

(RFP 2014-003)



Customer First San Antonio (C1SA) Project

Software and Implementation Services for Point-of-Sale and Reservation/Registration Systems

Proposal

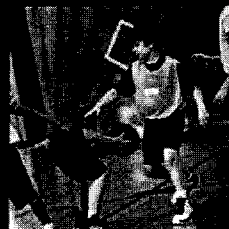
THE ACTIVE NETWORK, Inc.
10182 Telesis Court
San Diego, CA 92121

Contact:

Sukh Sanghera, Sr. Strategic Sales Executive
800.661.1195 x1207
Sukh.Sanghera@activenetwork.com

Proposals due January 23rd, 2014 by 2:00pm CST

City Clerk's Office
Admin Finance Department
100 Military Plaza
2nd Floor, City Hall San Antonio, TX 78205



What's your ACTIVE?

22 January 2014

City Clerk's Office
Attn: Finance Department
100 Military Plaza
2nd Floor, City Hall San Antonio, TX 78205

RE: RFP #2013-083: Customer First San Antonio

Dear members of the proposal evaluation team;

On behalf of the ACTIVE Network, Inc. (ACTIVE), I would like to thank the City of San Antonio (COSA) for the opportunity to respond to your RFCSP for the Customer First San Antonio (C1SA) Project for Software and Implementation Services for Point-of-Sale and Reservation/Registration Systems.

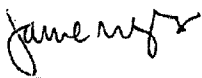
Following a thorough review of your proposed requirements we believe that ACTIVE is uniquely qualified; in experience, capabilities and local understanding to deliver a solution that will not only fulfill the functional requirements of the project but also ensure its success through commonly aligned organizational goals and objectives.

The City is looking for an experienced vendor to provide a superior end-to-end solution in order to realize staff efficiencies and provide your citizens with the services they require. In addition to providing a centralized system to manage facility bookings, activity registrations, memberships and league scheduling, COSA requires strong reporting and audit controls. Furthermore, the City is looking for a robust point-of-sale system in order to handle citywide cashiering and integrations with seven City systems.

ACTIVE has a balanced, proven approach to address the City's current business issues as demonstrated by over 50,000 agencies (including over 2,000 government agencies) who have successfully implemented our software solutions. For the purpose of this RFP, ACTIVE will be proposing our **ACTIVE Net** software for the Reservation/Registration System and our **Payment Manager** solution for the Point-of-Sale System.

This letter of transmittal confirms our interest in a long-term partnership with City of San Antonio to provide our implementation, marketing and software services as outlined in this Response. If you have any questions on our Response, please contact Sukh Sanghera at 1-800-661-1196 x 1207 or by email at Sukh.Sanghera@activenetwork.com.

Sincerely,



James Reyes
General Manager, ACTIVE Network

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PLANNING

Proposed Plan

Executive Summary

The City of San Antonio is undertaking an important initiative to enhance quality and cost-effectiveness of service delivery to its citizens.

The ACTIVE Network, Inc.'s (ACTIVE) proposed solution is built around two robust and highly configurable software platforms: **Payment Manager** and **ACTIVE Net**. The RFCSP is essentially asking for two distinct solutions for a common goal: to serve the citizens of San Antonio better.

Overview of Proposed Solutions

Payment Manager has been used for over 15 years by local, state and federal agencies to centralize payment collections and financial transactions across the organization. The City is requesting a comprehensive uniform payment checkout approach with integrations to seven identified departmental systems in order to serve its citizens and other customers in an efficient manner. The current Point-of-Sale (POS) system is decentralized with each department using different systems with varying levels of automation (i.e. Excel, Access databases, proprietary software). ACTIVE's Payment Manager is able to centralize the multiple POS systems that exist along with providing integrations to existing Commercial Off The Shelf (COTS) solutions. In addition, the solution will be able to provide online payments and interface with the City's enterprise accounting system, SAP.

ACTIVE Net is the industry leading recreation management software that will handle all citywide facility reservation, event management, program registration, sports league management and membership management. It is a completely web-based, Software-as-a-Service (SaaS) solution that will be able to manage the mass-facility functions, special events, league and recreational class registrations processed by the Information Services Parks and Recreation Reservation System (ISPR). ACTIVE has over 30 years of experience in the recreation industry with over 70% of the nation's top 100 cities using it to power their over-the-counter and online operations.

Understanding of Project Objectives

The City has a vision to use technology for improved service delivery to its citizens through innovative methods to position itself as a thought leader among other cities in the country. These are all criteria that ACTIVE has extensive experience with and this Response will address how we can assist in realizing these goals.

Payment Manager is developed on client/server architecture with individual workstations operating as clients and the database residing on a secure server in the City's infrastructure. It will minimize the City's credit card risk by working with the current merchant services provider and adhering to the PCI DSS/CISP credit card industry standards. Payment Manager has a history of integrating with many city systems,

including SAP, to provide transaction-level detail and audit/reporting functions. Furthermore, this experience lends itself to the integration requested for other city systems. Of the seven systems requiring integration, ACTIVE has significant experience with five of them – SAP, Hansen, Millennium, Chameleon and Tyler – in helping other cities successfully perform a bi-directional cashiering workflow.

While the Payment Manager solution does not include a retail cash register and retail inventory capability, ACTIVE Net's Point-of-Sale module handles concessions, merchandise and other store items. The core competency of the Payment Manager system is to centralize citywide cashiering operations while maintain fiscal security and providing the ability to integrate with varied departmental systems. Since ACTIVE is proposing two solutions, each with Point-of-Sale functions, we are confident that through initial business process reviews the correct system can be configured to handle operations.

The proposed RRS system, ACTIVE Net, is a web-based solution hosted by ACTIVE in the SwitchNAP data center in Las Vegas. Managing the City's 200 venues and public spaces along with the 800 bookable facilities is something that is easily handled by the Facility Reservation module in the system. Whether it's a complex permit or a quick tennis court booking, users will be able to view all facilities (based on their security permissions) resulting in increased productivity of front-line personnel. In addition, the City has the ability to allow facilities to be viewed and/or booked online by its citizens creating increased satisfaction for its residents. This increases discoverability by the public for City facilities, including those where no central management currently exists.

The need for manually processing and entering league and class registrations is another function that will disappear with ACTIVE Net's integrated Activity Registration and League Management modules. The City will be able to maintain historical accounts and audit trails for every person/family/organization in the system across all recreation functions. In addition, all modules within ACTIVE Net work together seamlessly so that staff will be able to have a single view of the customer across the entire organization.

Having multiple access channels for customers to browse and pay for registrations, reservations, leagues, memberships and childcare is something that is a key objective for the City. ACTIVE's public access offerings will allow citizens to have 24-hour access to the City's recreation offerings along with the ability to pay for other citywide cashiering operations. In addition to a centralized, consolidated experience for in-person functions, customers will have easy-to-use self-service operations from their PC, Mac, smartphone or tablet.

Measuring the success of each system is critical to understanding the return on the City's investment. Each system has robust ad hoc reporting tools with improvements made in each release and upgrade. The Payment Manager solution uses Crystal Reports as its reporting engine to help decision-makers consume data in whatever format they wish. Currently, ACTIVE Net uses JReports as an ad hoc tool but a transition to Microsoft SQL Server Reporting Services in 2014 will allow the City to view data in varied formats, utilize dashboard functionality and allow configuration across all recreation operations that doesn't currently exist.

The ACTIVE Team

As part of our commitment to total client satisfaction, ACTIVE assembles each project team based on the particular needs of the specific client and project. ACTIVE only assigns projects with experienced, intelligent, analytical consultants who have a history of providing superior client service. Our highly skilled consultants combine comprehensive business and technical expertise with the ability to rapidly acquire in-depth, client-specific knowledge that enables us to deliver cost-effective consulting services that exceeds expectations of our clients.

While the intricacies of the Professional Services engagement will be addressed in the Project Approach Methodology and Timeline section of the Response, a brief overview of the team and experience is provided below.

ACTIVE's main contact and liaison for the City is **Sukh Sanghera**, Senior Strategic Sales Executive. Sukh has over 12 years of experience in working with municipal governments, nonprofits and the private industry. He has worked with over 90 local government agencies helping them move from existing systems to ACTIVE's industry leading technology and marketing solutions. Sukh has helped the cities of Chicago, Phoenix, Denver, Houston, Minneapolis and Atlanta all transition to POS-RRS systems similar to what the City is requesting.

Chris Hall is the Senior Professional Services Manager and leads a large team of consultants and trainers who are dedicated to providing prospective customers and existing clients with project management, business process reviews and training on our hosted software solutions. He has worked with many large implementations of similar scope and size, including the Chicago Park District, YMCA of Los Angeles, City and County of Denver and City of San Diego. Chris has strong organizational and technical skills that lend themselves well to large-scale implementations.

Gordon Boisvert will be the Senior Project Manager directly involved with the City in defining the Implementation Plan and spearheading the project management initiative for the rollout of the POS-RRS. His team will also be involved in training of end-user staff and managing the process until the City is live with all modules and online registration. Gordon has considerable experience with citywide cashiering solutions having worked with multiple departments in the City and County of Denver, City of Chicago, Dallas County, City of Toronto and the State of Maryland.

All other ACTIVE representatives will be introduced to the City once the project is underway and specific responsibilities for the implementation have been determined.

Proposed Solution

1. The Respondent shall describe the proposed solution to provide facility reservations, activity registrations, league management and volunteer management as described in Section 2 and in the Requirements. Describe the process for completing a transaction in-person at a clerk/cashier, and the process for completing a transaction online.

ACTIVE is proposing the ACTIVE Net solution as the proposed RRS system. ACTIVE Net is the premier hosted technology solution for automating parks and recreation management. It will help the City streamline operations, offer the best service to the citizens of COSA, and encourage community participation.

ACTIVE Net includes a suite of parks and recreation modules that will more than satisfy the City's requirements. In addition to the integrated components below, the following pages provide an overview of each module along with highlighted feature-sets.



Reports

ACTIVE provides you with the most powerful, flexible and in-depth reporting tools essential to identifying new revenue opportunities, responding to customer needs, and planning new programs.



Access Control

ACTIVE's access control solutions integrate seamlessly with our membership management software, increasing visibility into who is entering your facilities and when. Our solutions also include biometric access control. The result is higher facility control, improved visitor tracking, and enhanced security for your customers.



Equipment & Locker Rental

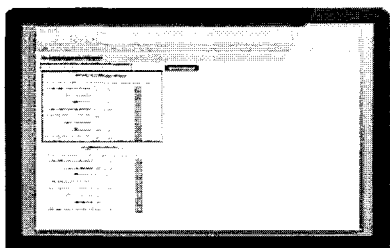
Increase the efficiency of your rental operations by using ACTIVE's automated rental software to manage equipment and towel check-in and check-out, track equipment inventory, and assign lockers.

Activity Registration

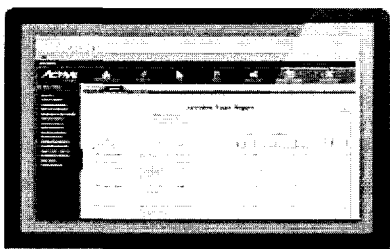
This module allows you to streamline activity and program registration process by managing all activity, event, and program registrations in a single easy-to-use registration software tool. In addition, this module will provide your citizens with the convenience of registering online and piece-of-mind through secure credit card processing.



Wishlists



Priority Registration



Activity Totals

Features

PRIVATE LESSONS

- + Make it quick and easy for a customer to purchase a block of lessons, search for instructor availability, and schedule times that work for them.

WISHLISTS

- + Allow customers to create a wishlist of activities that they're interested in, so the activities are all in one convenient place when registration opens.

PRIORITY REGISTRATIONS

- + Create priority registration windows for returning customers, so that they get first crack at available spots prior to general registration.

FLEXIBLE DISCOUNTS

- + Use our multi-person discount feature to apply discounts for families registering more than one child.
- + Combine several distinct Activities into a bundle to make it easy to register into multiple activities in one pass.

ACTIVITY WAITLIST

- + Add and remove customers from activity waitlists, check for potential timeslot availability for current waitlist requests, and receive alerts when a spot frees up.

REPORTS

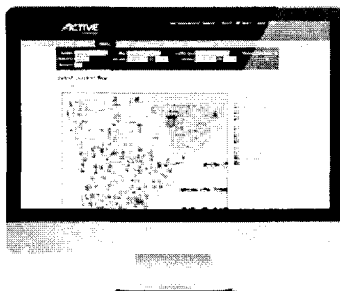
- + Monitor revenues and enrollments for specific activities, categories, customer types, facilities, sites, and GL accounts.
- + Print waiting lists, rosters, and attendance sheets.

INTEGRATION

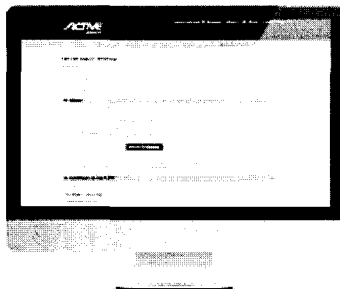
- + Activity Registration integrates with all ActiveNet modules to streamline operations and eliminate duplicate entries.

Facility Reservation

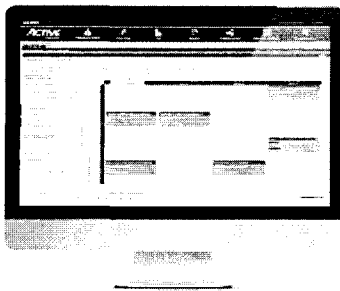
Whether booking a pool for a private swimming lesson, reserving a room for a birthday party, or renting out a soccer field, ACTIVE's facility reservation software allows you to eliminate double-bookings, speed up reservations, and automate third-party permit approvals.



Online Location Mapping



Quick Reserve



Staff Resource Scheduler

Features:

ONLINE MAPS

- + Upload a map and drag and drop icons representing what you're offering for online rentals (e.g. court, field, picnic shelter). Customers can visually see where items are located, what surrounds it, and what is available or booked.

QUICK RESERVE

- + Use the Quick Reserve tool for simple reservations like drop-in rentals of courts and picnic shelters.

RESOURCE SCHEDULER

- + Use this flexible graphical tool for scheduling complex bookings involving multiple facilities, instructors, and/or equipment.
- + Create a list of bookable items, select the items to reserve and the required dates, and they will be displayed on a grid calendar so you can easily see availability and book.
- + Selecting bookable items will automatically trigger the appropriate custom prompts, questions to ask, waivers to include, and fees to apply.

WORKFLOW MANAGEMENT

- + Need your permits reviewed by management or another department before they're finalized? Use the Approval Stages feature to create workflows (and parallel workflows) to ensure decision makers and approvers receive an email with a link back to the permit details to add their stamp of approval. Once the stages are complete the permit can be completed.

FACILITY WAITLIST

- + View customers who are on facility waitlists, remove customers from waitlists, check for potential timeslot availability for current waitlist requests, and receive alerts when a facility rental spot frees up.

PAYMENT PROCESSING

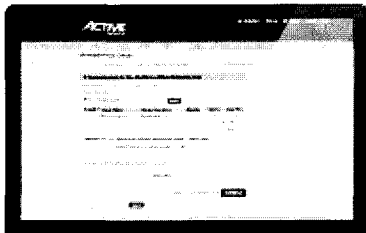
- + Track reservations, deposits, payments, and refunds
- + Quickly create receipts for stand-alone, continuous, or multiple bookings

INTEGRATION

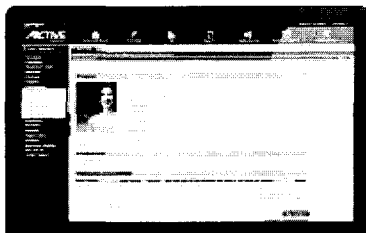
- + Facility Reservation integrates with all ActiveNet modules including Activity Registration and Membership Management, so information entered into the system is automatically updated in all related areas.

Member Management

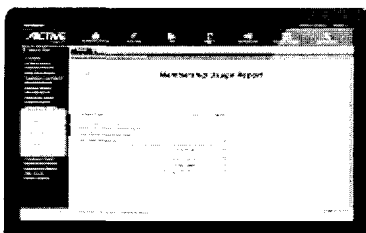
Designed for flexibility and ease of use, the member management software solution is a configurable system that enables your organization to process membership sales, create photo identification cards, manage passes, and track usage statistics from a centralized system.



Online Membership Sales & Renewals



Pass Validation



Real-Time Reports

Features:

ONLINE MEMBERSHIP SALES AND RENEWALS

- + View list of memberships and sort by category, description, fee
- + Choose to automatically renew membership
- + Pay in full, or select pre-defined payment plan
- + Receive automatic email confirmation of purchase

MEMBER MANAGEMENT

- + Follow a simple wizard-based interface to create and sell memberships
- + Create an unlimited number of membership types, passes, and rates
- + Issue multiple cards for family memberships
- + Set up automatic renewals
- + Manage Punch Passes that are usage-specific, limiting the total number of visits
- + Quickly take a member's photo and generate a pass specific to the membership package and customer account
- + Accept immediate payment or instalments in cash, check, credit card, or from credit on account
- + Set pop up alerts to display if a pass is close to expiration, suspended, or has expired
- + Associate waivers with a membership
- + Scan card, search database for a member – member photo, status, expiration date, membership history, etc.
- + Create custom prompts (conditional logic based questions)

ACCESS CONTROL

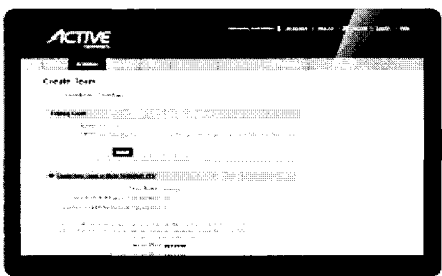
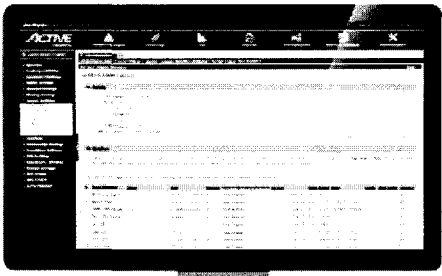
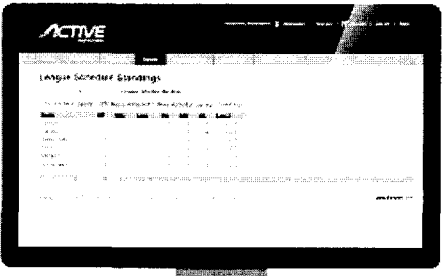
- + Instantly verify that a member ID card is valid and approve or deny access to that entry point
- + Control access into manned and unmanned amenities and entry points
- + Control multiple scanning stations and turnstiles throughout a facility

REAL-TIME REPORTS

- + Track revenues by pass type and utilization statistics
- + Review membership data by package type, customer type, site, or area
- + View historical comparisons in active, renewed, expired, withdrawn, transferred, and suspended accounts
- + Understand scanning activity at various entry points
- + Track and report on how much staff members have earned in commissions

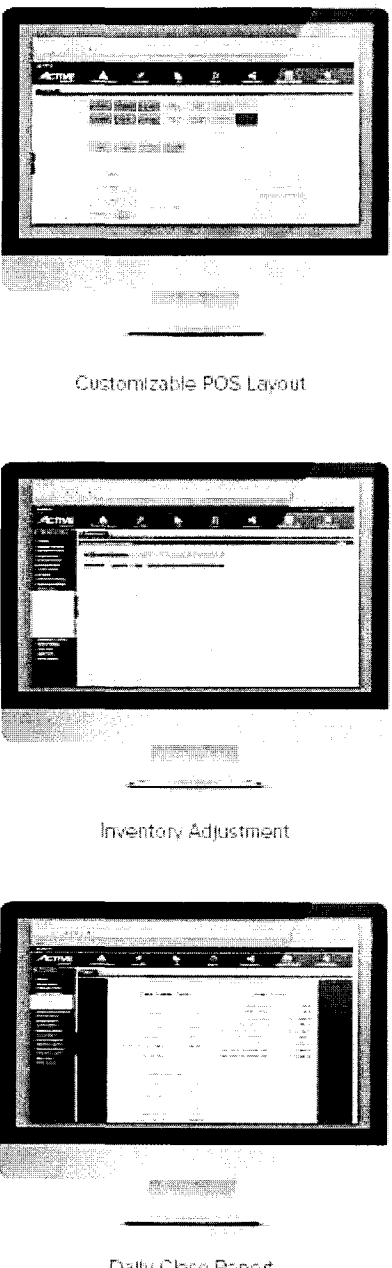
League Management

From game to player management, ACTIVE's automated recreation league management software is a powerful tool that can be used for individual and team leagues, tournaments, and round-robins. It supports full integration with Activity Registration and Facility Reservation to prevent duplicate entries and scheduling conflicts.

| | |
|---|---|
|  | Features: |
| Online Team Creation | ONLINE REGISTRATION |
|  | <ul style="list-style-type: none">+ Offer online signups for parents and kids and automatically collect all the information you need+ Securely collect payments online during the registration process+ Create team accounts to be managed by captains or coaches+ Allow players to view scheduled games, rain-out info, and team standings online |
| Team Member Management | LEAGUE MANAGEMENT & SCHEDULING |
|  | <ul style="list-style-type: none">+ Create leagues online with no-play dates, season lengths, games per night, and more+ Post descriptions and information online to increase visibility+ Create teams and assign players+ Set multiple parameters like dates, times, locations, number of games per team, and maximum games per night |
| Online League Standings | GAME MANAGEMENT |
| | <ul style="list-style-type: none">+ Swap, delete, or move games when changes occur+ View all games for each team with home and away designations, timeslots and game sites+ Assign referees and officials to games |
| | COMMUNICATION TOOLS |
| | <ul style="list-style-type: none">+ Keep organized lists of contacts by league, team, and officials+ Quickly send text alerts or emails to parents/players about game cancellations |
| | REPORTS |
| | <ul style="list-style-type: none">+ View league standings and team statistics reports+ Print rosters with whatever data you choose to display |

Point of Sale

Point of sale (POS) is fast, easy, flexible, and even online. It streamlines payment processing and order tracking in a variety of POS environments – including drop-in facilities, concession stands, and pro shops – so you can improve customer service, reduce cash handling errors, and increase sales efficiency.



Features:

- CUSTOM CONFIGURATION**
 - + Configure unlimited buttons and screen layouts
 - + Create sub-menu screens
 - + Group and color code buttons by category
 - + Use an intuitive touch screen or point-and-click hardware
- POS APPLICATIONS**
 - + Drop-in activities
 - + Equipment lending
 - + Fines and penalties
- PAYMENT PROCESSING**
 - + Quickly print or email itemized receipts
 - + Assign revenues to a generic drop-in customer account
 - + Track purchases by specific customer or company
 - + Offer pre-payment for future purchase via credit on accounts
- INVENTORY CONTROL**
 - + Set up UPS codes for scanning and word search look ups
 - + Print inventory labels
 - + Set up alerts when inventory goes below certain volume
- POS HARDWARE INTEGRATION**
 - + Integrate with touchscreens, credit card and debit card swipes, cash drawers, and receipt printers
- REPORTING**
 - + Track revenues by GL account, user, and site
 - + Make informed decisions with real-time reports
 - + Speed up daily cash outs with Daily Close reports

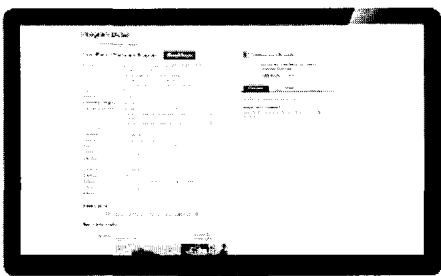
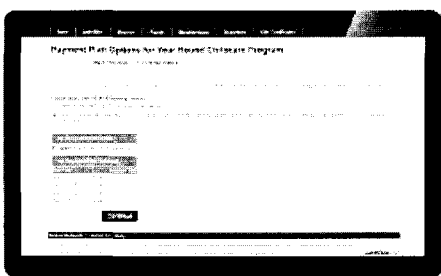
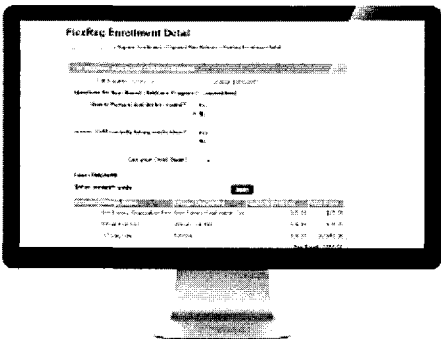
Customizable POS Layout

Inventory Adjustment

Daily Close Report

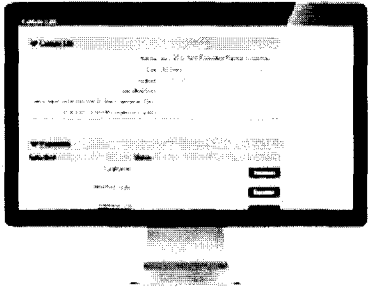
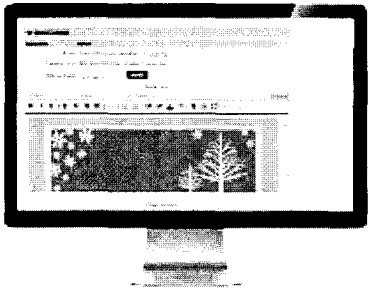
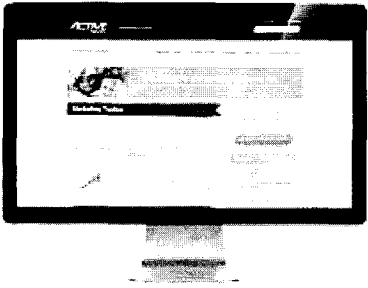
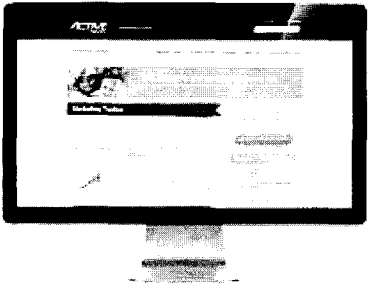
Childcare Management

ACTIVE's childcare management software helps organizations streamline enrollment in before- and after-school programs. Automating child care enrollments and child specific notifications and medical alerts all help you deliver better customer service where and when it counts.

| | |
|--|---|
|  <p>Online Enrollment</p> | <p>Features:</p> <p>ONLINE ENROLLMENT</p> <ul style="list-style-type: none">+ Provide parents the convenience of securely registering and paying online+ Allow parents to enter emergency and authorized pick-up contacts <p>PAYMENT PROCESSING AND PLANS</p> <ul style="list-style-type: none">+ Accept immediate payments or installments in cash, check, credit card, or from credit on account+ Set up recurring fees based on child and schedule+ Apply financial assistance or third party billing <p>CLASS SETUP AND MANAGEMENT</p> <ul style="list-style-type: none">+ Tailor child care session details and pricing by hour, day, week, or month+ Set up custom questions to safely collect private information from parents+ Automated Facility Reservation+ Set up child care sessions and automatically book the facilities listed for each time slot+ Eliminate duplicate entries, double-booked facilities, and human error <p>REPORTING</p> <ul style="list-style-type: none">+ Review all child care programs, including facilities, minimum and maximum enrollments, date and time details and more+ Quickly print attendance sheets and rosters+ Track revenue by date, session, and program <p>WAIT LISTS</p> <ul style="list-style-type: none">+ Keep the system fair with automatically-generating wait lists+ View and manage wait lists after programs fill up |
|  <p>Flexible Payment Plans</p> | |
|  <p>Custom Questions</p> | |

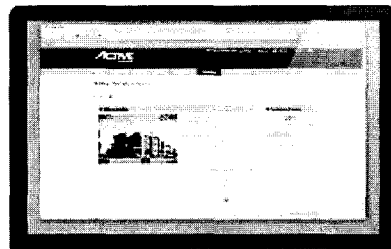
Marketing

Our customer list building, email, print label and brochure export tools help streamline marketing activities. These tools are integrated with all modules so that you can effectively leverage customer and activity data.

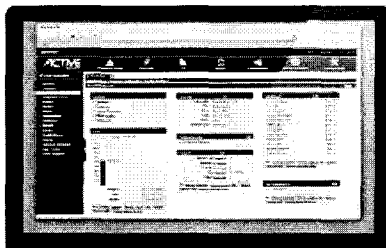
| | |
|---|---|
|  | <p>Features:</p> |
| <p>List Segmentation and Targeting</p> | <p>LIST SEGMENTATION AND TARGETING</p> <ul style="list-style-type: none">+ Create custom lists based on age, interests, activity history, and more+ Assign custom promos to activities to track customer preferences |
|  | <p>EMAIL CAMPAIGNS</p> <ul style="list-style-type: none">+ Use the automated list building tool to send targeted emails+ Build text or HTML-based emails with graphically-designed templates+ Track open and click-through rates through marketing reports |
| <p>Email Campaigns</p> | <p>TEXT MESSAGING</p> <ul style="list-style-type: none">+ Track phone numbers and send customized text messages to organized lists+ Send updates about program changes or promotions to opt-in subscribers+ Use form fields to include names and check character counts while creating the message |
|  | <p>STANDARD MAIL CAMPAIGNS</p> <ul style="list-style-type: none">+ Build a customer list and print labels with the easy-to-use Label Tool+ Create letters with custom fields like first name or full name to be printed for mailing |
| <p>Standard Mail Campaigns</p> | <p>BROCHURE CREATION AND EXPORT</p> <ul style="list-style-type: none">+ Cut down the time it takes to build your activity guides and brochures with the Catalogue Export tool+ Quickly export activity information including times, facilities, descriptions, and pricing+ Select your preferred format: ASCII files (CSV) or camera ready files (RTF)+ Quickly import the information into your graphic design program |
|  | <p>Complimentary Marketing Services:</p> |
| <p>eMarketing Center</p> | <p>EMARKETING CENTER</p> <ul style="list-style-type: none">+ Get free graphic templates for flyers, posters, emails and web buttons+ Get advice on how to boost online registrations and improve email subject lines |
| | <p>ONLINE MARKETING CONSULTATIONS</p> <ul style="list-style-type: none">+ Receive complimentary consultations on online marketing like social media and online activity guides+ Get a free review of your website and emails and learn best practices |

Donation Management

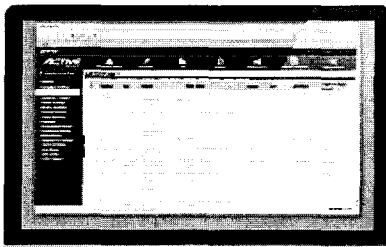
Easily manage your database of donors and members with one solution, and make it simple to donate with online donations. You have the luxury of accepting donations online, setting up recurring donations and even linking them to program and event registrations.



Online Donation



Campaign Dashboard



Donor Prospect Management

Features

ONLINE DONATIONS

- + Securely collect donations online and process in-person donations through one same system.
- + Create an online donation page with a goal progress graphic, pictures, descriptions, embedded YouTube videos and more.
- + Accept donations as customers register for activities on your site.

CAMPAIGN DASHBOARDS

- + Customize the layout with easy-to-use drag and drop functionality.
- + Set one dashboard for all users or create different ones for unique user profiles.
- + Get a picture of the campaign's success with highest donors, best campaigners, and more stats to add to the dashboard.

REAL-TIME REPORTS

- + View campaign goals and progress.
- + See donor and campaigner information.
- + Pull detailed financial reports that are created automatically.

INDIVIDUAL AND TEAM MANAGEMENT

- + Set up divisions, teams, and individual campaigners to fundraise.
- + Assign donor prospects to different individuals and specify campaign managers, division leaders and more.
- + Record donations to each appropriate campaigner and view results.

Get Started with Fundraising and Donations Today!

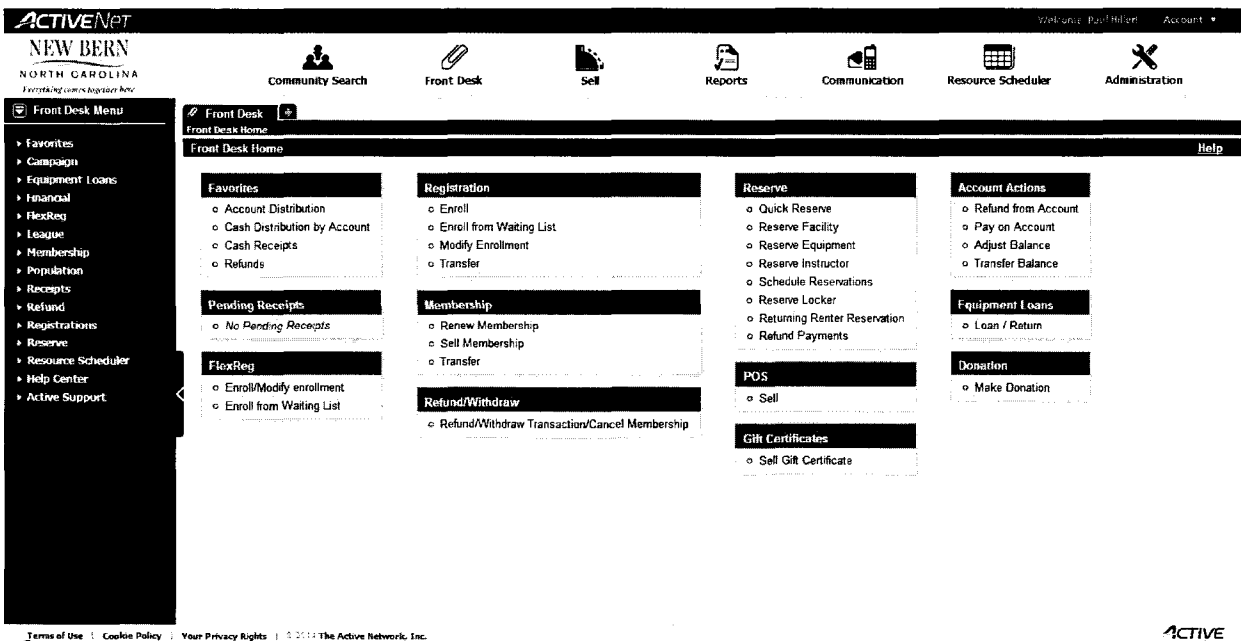
ACTIVE Network for San Antonio | 800-961-1166

For more info: ACTIVEnetwork.com

Completing a transaction in-person

When a citizen conducts an in-person transaction with a clerk/cashier, the user will see the screen below which can be configured for each staff member across the entire City to show what his or her security permissions allow him or her to see. For instance, systems administrators will see more functions and modules than a seasonal employee.

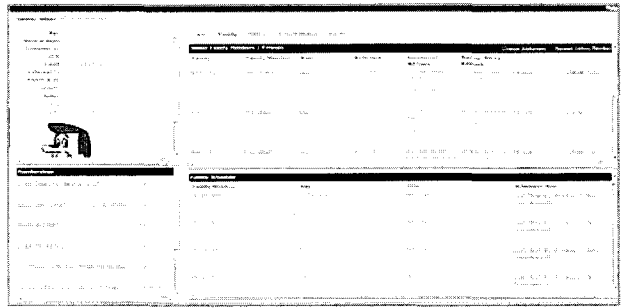
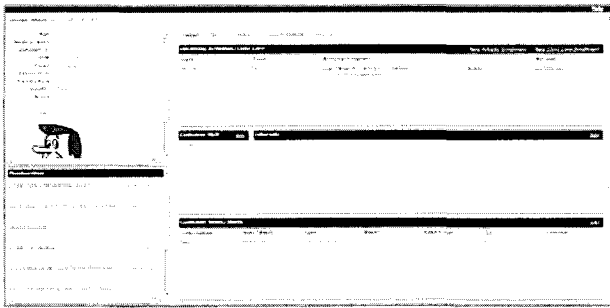
ACTIVE Net's interface enhances the user experience by allowing staff to view on one screen all the information they need to register, reserve or sell anything to a citizen. In addition, the "Front Desk Menu" allows users to expand categories to show anything they need at a glance while the header provides easy movement to separate functions in the system. The screen's objective is to automate all processes, increase accuracy and the overall speed of service for the City's constituents.



ACTIVE Net has a built-in Customer Relationship Management (CRM) tool that will allow the City to manage customers more effectively with fast access to all of their data in one database. From activity enrollment and transaction history to special interests and medical alerts, the CRM provides a 360-degree view of every customer for greater customer insight, improved service and increased transaction efficiency.

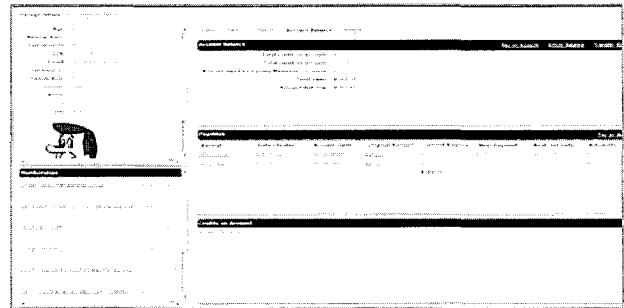
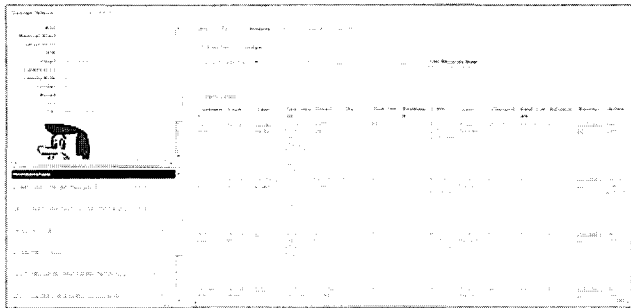
City staff will be able to see customer summary information automatically displayed on the screen once an account is accessed, an ID card is swiped or a customer ID is entered. This information can be configured with the internal widget tool to be displayed any way the user wants to view it. This widget tool has over 20 options that can be added, edited or removed so that the City user sees information pertinent to what they want to see.

The CRM is also easy to navigate with tabs being the primary method, allowing staff to move from one module to another without losing previous work or searches.




Front Page of CRM Tool which can be customized Family Tab with family details shown using the 20 options included in the widget tool

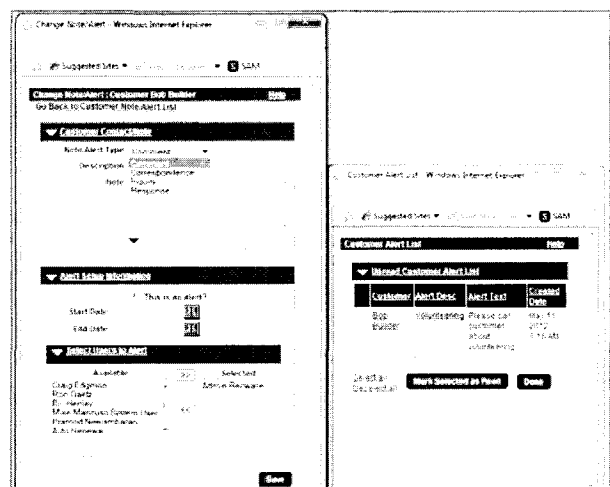
Staff can use the CRM tool to customize customer summary information to display the most pertinent customer data to your organization, such as upcoming activities, interests, memberships, transaction history and family relationship. Any chosen customer summary sections will appear on a single screen for quick access to full customer information.



History Tab allows users to view the Ledger details for every transaction using date criteria

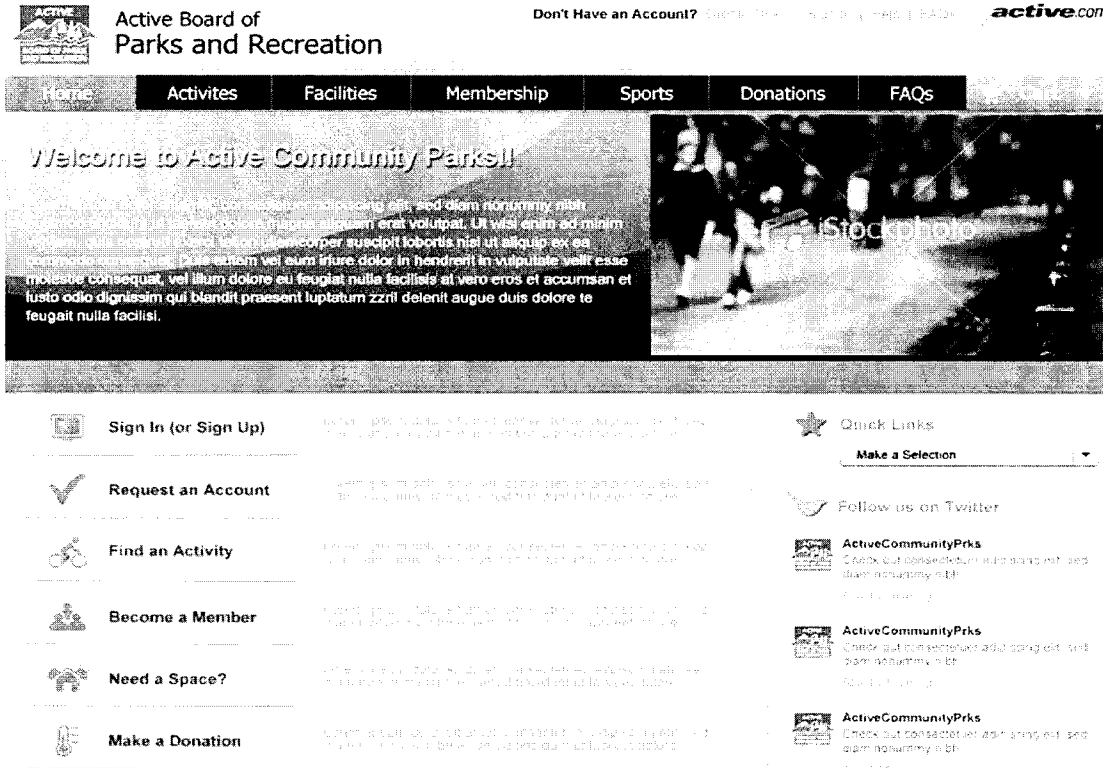
Account Balance Tab allows users to see any outstanding Debits or Credits and drill down into each one to see the details

Staff will also have the ability to add customer notes or alerts to accounts. Customer notes are useful for internal communication that can be shared with other staff and can be recurring or one-time messages that can be sent to selected users or to the global user base. Customer alerts are used when staff flags a customer with a special handling alert which prompts a flashing siren icon  to display during all of that customer's transactions. Staff can then click the icon to display all of the notes/alerts associated with the customer record and make edits as needed.

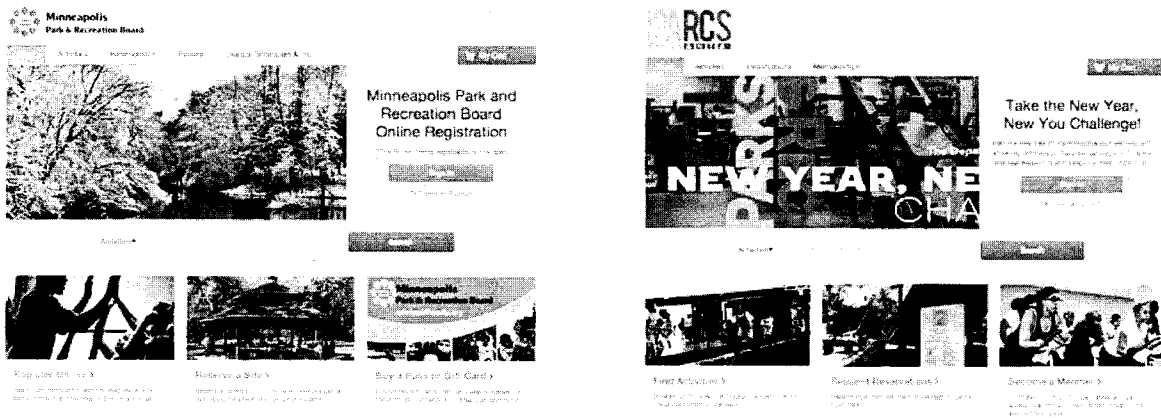


Completing a transaction online

ACTIVE Net increases the service and allows your citizens to save time by opening the City's programs, facilities and membership to the community online. From the initial splash page to checkout and payment, the customer experience is attractive, easy and follows a logical thought process, much like other online retailers.



Sample of the splash page that a citizen will see when they are looking to register for a program, reserve a facility or make a donation on COSA's website



Minneapolis Parks and Recreation Board's live site

City of Atlanta's live site

Active Board of Parks and Recreation

Home Facilities Membership Leagues

Activity Search and Registration

Search Results By: **Displaying 1-10 of 10 results**

| Optional Keyword Search | Activity Name | Category | Location | Dates | Time | Spots Available | Price |
|-------------------------|-----------------------------|----------|---------------|-------------------------|-------------------|-----------------|---------|
| | Watercolor Beginner - 60364 | Art | Location 1-16 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |
| | Watercolor Beginner - 60364 | Art | Location 2-19 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |
| | Watercolor Beginner - 60364 | Art | Location 4-20 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |
| | Watercolor Beginner - 60364 | Art | Location 5-11 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |
| | Watercolor Beginner - 60364 | Art | Location 6-18 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |
| | Watercolor Beginner - 60364 | Art | Location 7-22 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |
| | Watercolor Beginner - 60364 | Art | Location 8-7 | 09/12/2009 - 10/19/2009 | 7:35 PM - 8:35 PM | 50 | \$20.00 |

Completing a transaction online is simple. Citizens are able to search for activities and facilities using detailed criteria such as keyword, site, date ranges, category, department, amenities, etc. Once they have applied the filter, the results will display pertinent details to help the citizen determine the appropriate class or facility. They are able to view how many spots a class has left or if there is a waitlist open for an activity that is full.

Active Board of Parks and Recreation

Home Facilities Membership Leagues

Activity Search and Registration

Watercolor Beginner - 60364

Age: 18 & over

Fees: Course \$18.00, Course Fee Waiver \$212.00

Description: Students will take a series of watercolor and create a large painting from the projects they have done. Students will focus on all the elements that go into a successful painting: color, value, balance, harmony, line and tone. Students who expect to spend a minimum of \$25 for materials depending on project choice.

Spots Available: 10

Registration Date: 09/01/2009 10:00AM

Registration End Date: 09/17/2009

Contact: 603.606.2242 (414) 416.1000

Home Phone: (214) 456-1954 Fax Phone: (214) 456-1959

Work Phone: (214) 456-2272 Other Phone: (214) 456-3777

Mobile Phone: No

Bio: In this class the fun of the process is the focus. The joy of painting during each of our sessions. Make your own watercolor projects at the art studio. Students will learn to use watercolor and create a large painting from the projects they have done. Students will focus on all the elements that go into a successful painting: color, value, balance, harmony, line and tone. Students who expect to spend a minimum of \$25 for materials depending on project choice.

If the customer needs more information, they can click on any hyperlinked activity that pops up a screen showing prerequisites, fees, and a course description. In addition, there are tabs that a customer can click through to see who the instructor for the class is, where it is located and if any supplies are needed.

When the citizen is satisfied with the course, they can click "Add to Cart" and keep shopping or "Proceed to Cart" for confirmation and payment.

Active Board of Parks and Recreation

Home Facilities Membership Leagues

Shopping Cart

Participant: **Stacy Bink**

| Item | Price |
|-----------------------------|-----------------|
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$212.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Subtotal: | \$295.00 |

| Item | Price |
|-----------------------------|-----------------|
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Watercolor Beginner - 60364 | \$18.00 |
| Subtotal: | \$175.00 |
| Total Cost: | \$380.00 |

Continue Shopping

The Order Confirmation screen will list all items in the cart from registrations to memberships to reservations and lists them in a sequential manner. Gift certificates can be applied at this time as well. When the customer is satisfied with the cart contents, they can proceed to checkout for secure credit card payment and a receipt can be printed and/or emailed to them.

The system's goal is to give customers around-the-clock access to activities, programs, membership signups and facility reservations over the Internet. This will improve convenience and service for while saving time for City staff. Everything from customizing colors, images, links and information on the public access website to making all City inventory of programs and facilities available to citizens will reduce line-ups at peak times and decrease phone calls.

Features:

HOME PAGE

- Select colors, images, links, and information and build the site without need for web design skills.
- Include a quick start page with frequently asked questions to help customers with the site.

CUSTOMER ACCOUNTS

- Offer the "My Account" feature to allow customers to update profiles, add family members, view family schedules, and print past receipts and more.
- Store payment information so customers do not to provide information for future transactions.

ACTIVITY REGISTRATIONS

- Make all activities available for internet registration to increase community participation.
- Allow customers to search for activities, explore descriptions, view remaining availability, register, complete waivers, and pay by credit card at their convenience.
- Provide customers the ability to book private or semi-private lessons online.

FACILITY RESERVATIONS

- Increase facility utilization rates by enabling online reservations.
- Let customers search for facilities by event type, location, region, amenities, and availability.
- Quickly review requests, approve the reservation, and send confirmation emails to customers.

INTERACTIVE MAPS

- Create and post online maps for your parks and facilities.
- Make each center clickable with details, activities, and online registration pop-ups right from the map.



Customizable Public Access Homepage

WISH LISTS

- Allow customers to create a wish list of activities that they're interested in, so the activities are all in one convenient place when registration opens.

INTEGRATION

- Automatically integrate your public website and administration system, so staff and online customers always have access to the latest information.
- Save time and eliminate double booking mistakes with this integration.

GIFT CERTIFICATES

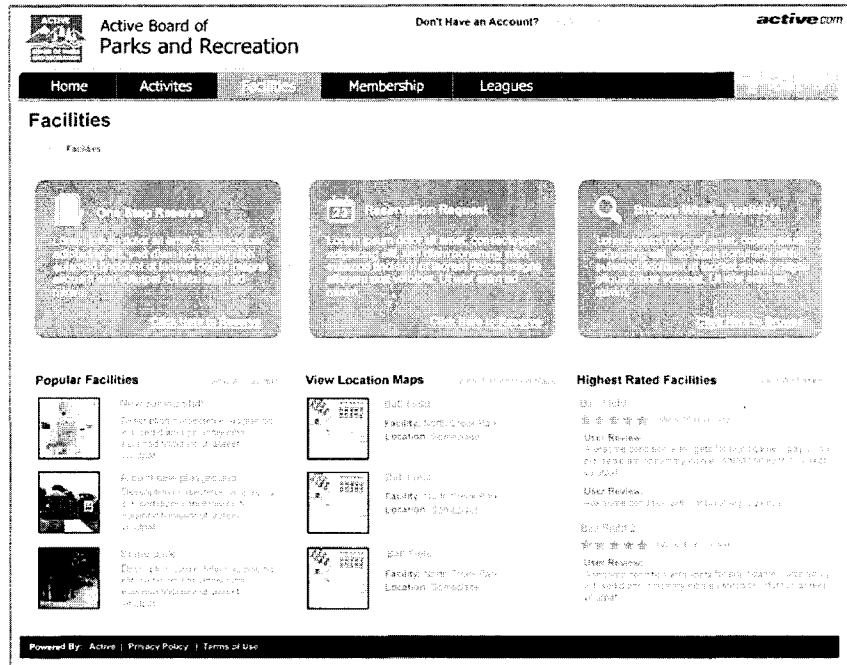
- Manage and sell gift certificates online.

ONLINE INSTRUCTOR ACCESS

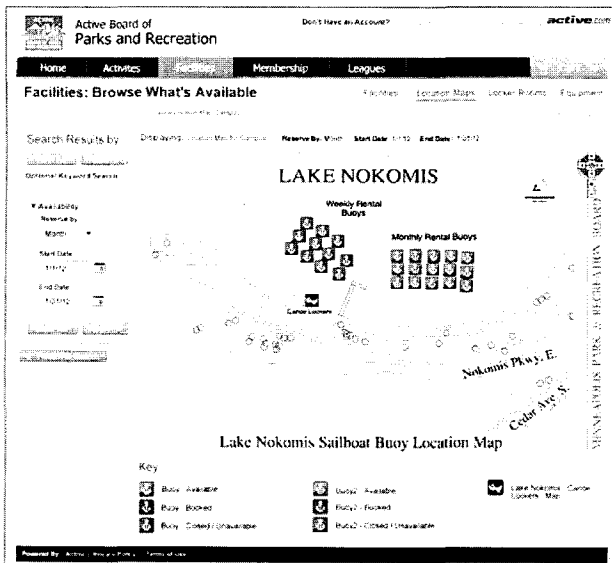
- Give instructors online privileges so they can print rosters and attendance sheets from their home or office.
- Allow instructors to quickly send activity updates to participants through the email tool.

The System has a fully integrated, Online Facility Booking module that allows citizens or organizations to pursue a quick booking (i.e. squash court rental), request a reservation or browse what is available out of all facilities.

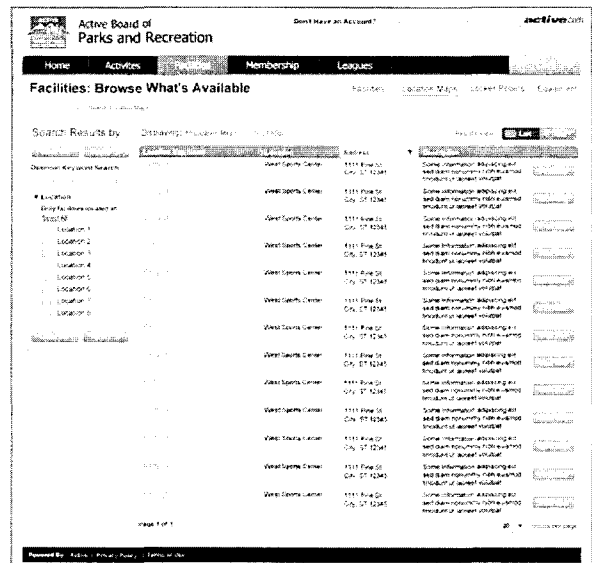
The City will have the ability to display the most popular facilities and provide details on the amenities available, links to Google Maps, and even soliciting citizen feedback to showcase the highest rated facilities.



The system uses a tab based system to easily navigate through the Online Facility Booking functions and leaves “breadcrumbs” so that the member can choose the function they want without using the browser’s “Back” button. The emphasis is on User Experience and it shows with the ability to view all information on one screen without scrolling. It also allows users to upload a drawing, map, or any image to represent your parks, centers, facilities.



Use Location Maps to browse facilities and use the Key to understand what's available for booking



See what's available at a glance with advanced search criteria and filter-based viewing

a. Describe the integration between the RRS and the proposed payment/cashier system. What is delivered, and what will require development as part of the project?

The integration between ACTIVE Net (“RRS”) and Payment Manager (“POS”) is tied to the financial transactions in the RRS. As with any other City departmental system requiring integration, the RRS will export transactional data to the cashiering system in the requested format. This allows for consolidated financials between the two systems and enhanced reporting.

b. Describe any other integration points between the RRS solution and other systems, such as SAP. What is delivered, and what will require development as part of the project?

The RRS, ACTIVE Net, is a comprehensive registration and database management system that also functions as a sub-ledger to the City’s general ledger system, SAP. The system’s financial sub-structure has been designed to operate on either a modified accrual or cash=revenue basis. The ACTIVE Net sub-ledger provides the City with a number of key benefits, including:

- A comprehensive audit trail (date, time, locations and system user transaction stamps);
- Tighter financial controls (pre-defined fees, discounts, GL accounts, and security);
- Standardized policies & procedures (administration fees, cancellation policies);
- Automatic revenue recognition in compliance with today’s current accounting standards;
- GL accounts assigned during ACTIVE Net setup allowing debits and credits to occur without staff intervention;
- Revenue deferral options;
- Customer accounts receivable tracking (billings and statements, scheduled payments, and unpaid fees);
- Customer accounts payable tracking (refund tracking, customer credits, and service transfers);
- Transparency, reduced risk of human error and fraud if the ACTIVE Net financial reports are used for keying transactions into the main financial system. There is also the ability to automatically post transactions to your main ledger using financial integration – modified accrual accounting only;
- No redundancy, as ACTIVE Net reports will not have to be transcribed onto other forms;
- Streamlined cash out procedures. Clerical staff will be able to focus on customer service instead of performing accounting tasks in order to balance each day; and
- Decentralized, one stop shopping for your customers, allowing for the ability to register and pay anywhere online. Clerks at each location will be capable of retrieving information regarding customer credit or debit balances.

ACTIVE Net does not store balances of any of the General Ledger accounts. Instead, it stores a record of all the changes made to GL accounts. ACTIVE Net also stores a balance for each customer account. The GL account balances are stored on the SAP General Ledger system. Since no GL balances are stored in ACTIVE Net, the revenue

accounts do not need to be closed each fiscal year. Again this is done on the City's SAP General Ledger system.

Postings are transferred from ACTIVE Net to SAP with the Account Distribution Report. It records all the changes to GL accounts for a given time period. The Account Distribution Report can be run for any arbitrary period instead of just a day. Weekly, Monthly, Yearly or Year to Date reports can be run as well as from any starting date to any ending date.

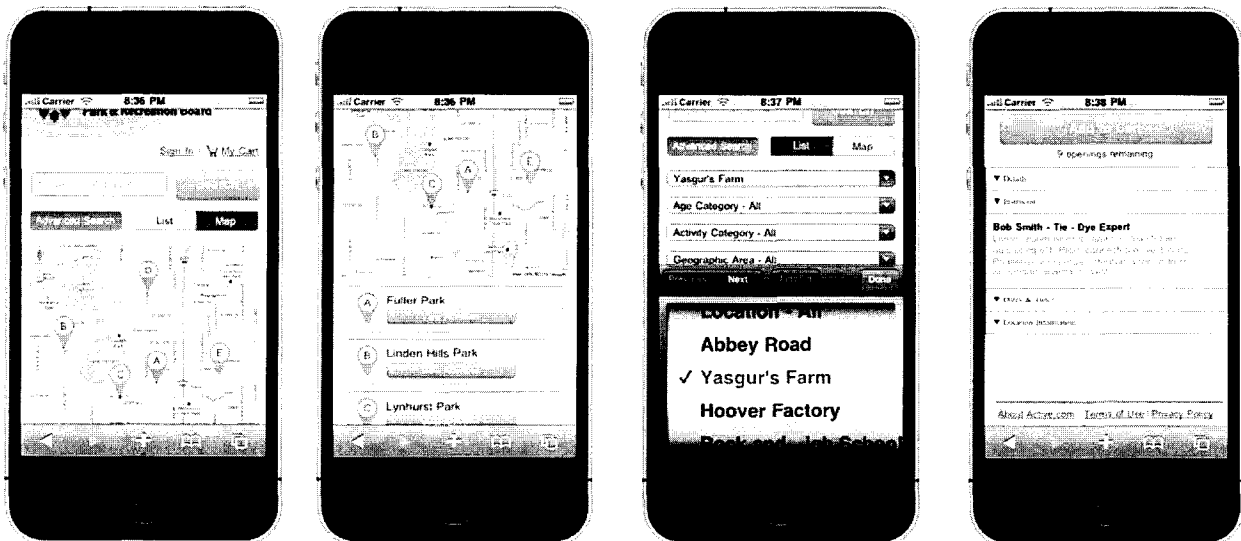
The interface created by the ACTIVE implementation team involves a one-way data transmission. ACTIVE is experienced in creating, formatting and testing of a template file for the purpose of exporting information from the database.

A Financial Export will be developed in the form of a flat file, journal entry export for the purpose of porting accounting information directly into the City's SAP General Ledger system. This type of integration is normally conducted after the City has been using ACTIVE Net for some time and has greater familiarity with the available financial reporting features.

c. Describe the capabilities of the RRS solution on alternative platforms other than PC workstation, such as kiosk, remote terminals, smartphones, tablets, etc.

ACTIVE Net is a web-based solution so it is available for use on all platforms that can access the Internet and have a browser. Since the solution is developed using HTML 5 and responsive design, it can be used on smartphones, tablets, Macs and PC's and renders appropriately to each format.

A render of the mobile interface is shown below, as it would display on an iPhone



2. The Respondent shall describe the proposed solution to provide a new POS system as described in Section 2 and in the Requirements narrative. The POS solution should establish a comprehensive uniform payment approach to serving citizens and other customers as well as managing the financial transactions on the back-end.

ACTIVE's Payment Manager solution ("Point-of-Sale") is utilized by over 700 organizations, including more than 80 enterprise installations. This customer base includes those that use it to serve one department and have as few as 5 – 10 users to jurisdictions with hundreds of users, multiple geographically dispersed payment centers and dozens of differing departmental systems requiring real time integration. ACTIVE has built and maintains more than 200 unique integration connectors and has considerable experience working with multiple vendors' applications and technology platforms ranging from legacy systems to best of breed.

Some of the largest governmental agencies in North America have selected ACTIVE for their enterprise integrated cashiering solution including the City of Chicago, City and County of Denver, City of Toronto, Dallas County and the State of Maryland. These clients represent hundreds of users and dozens of business systems that are integrated into Payment Manager.

Another major benefit of ACTIVE's cashiering solution is that every key component needed to realize the benefits of a payment management solution have been developed by ACTIVE as a single, fully integrated solution for government clients. This solution can manage payments over all channels, including over-the-counter (OTC), web, kiosks, drop boxes, bank payments and mail-in. OTC transactions are managed through true ACTIVE Point-of-Sale (POS) technology. No matter which access point a customer wishes to use, they have a consistent experience. With the rapid adoption of online payments, however, ACTIVE has chosen to end-of-life its investment in the IVR payment channel, which has been serving a waning fringe of our customers' citizens over the last five years.

Furthermore, ongoing customer service is the highest priority at ACTIVE – our solution meets your goals only if you continue to find it usable and effective. Our best-in-industry support, with dedicated 24x7 technicians plus ongoing product development, will assist the City in migrating business processes to a true enterprise payment management solution. Our continuous attention to the ongoing development of our cashiering system provides the lowest total cost of ownership over time. Moreover, "evergreen software policy" includes all software upgrades and new releases at no extra charge.

The end goal of the POS system is to improve citizen service, increase efficiency and reduce operating costs by managing all payment transaction across the City through one solution. Payment Manager layers on top of your Enterprise Resource Planning (ERP) and independent systems so there is true consolidation of payments. This allows the City to collect, process, track and report payments in one place while keeping current departmental systems in place.

Features:

POINT OF SALE

- + Use an intuitive touch-screen interface with customizable single-key items, and offline capability
- + Handle inventory including serialized items
- + Manage payments for items with multiple and split-tender types

SYSTEM INTEGRATION

- + Benefit from over 200 integration connectors developed to fully integrate with existing business systems
- + Rely on established relationships with vendors including JDE Financials, SAP, Eder+ Hansen, Polaris, Cayenta, and PeopleSoft
- + Integrate with methods like flat file import/export, stored procedures, and web services
- + Enable real-time bi-directional connections
- + Receive ongoing support and maintenance of your connectors

PAYMENT PROCESSING

- + Use a PCI-DSS certified system
- + Collect payments in real-time through a secure and encrypted system
- + Receive batch and post-date payment support

ROBUST REPORTING

- + 120+ standard reports on sales, audit, inventory, maintenance and accounting
- + Create custom reports without third-party software
- + Get a complete view of operations and performance across the enterprise

Benefits:

STREAMLINE FINANCIAL OPERATIONS

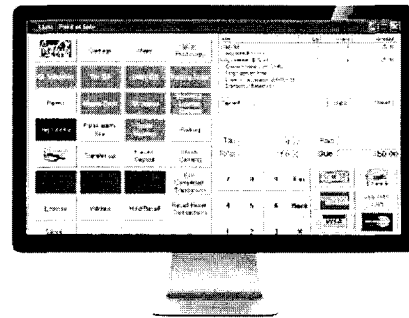
- + Standardize payment collection, processing, tracking, and reporting
- + Achieve faster and more accurate back-office reconciliation and reporting
- + Ensure efficient and accurate audit processes
- + Integrate data across all departments and seamlessly connect with existing backend systems and third-party applications

IMPROVE CITIZEN SERVICE

- + Provide multi-channel payment options including self-service transactions which feed into the same central database
- + Enable multiple payments – utilities, property taxes, recreation classes – in a single transaction with one receipt
- + Secure credit card processing

REDUCE COSTS

- + Deploy self-service options for payments across the entire organization
- + Decrease the number of payment systems needing support
- + Reduce costs associated with disparate cash management processes, lengthy reconciliations, and manual entry

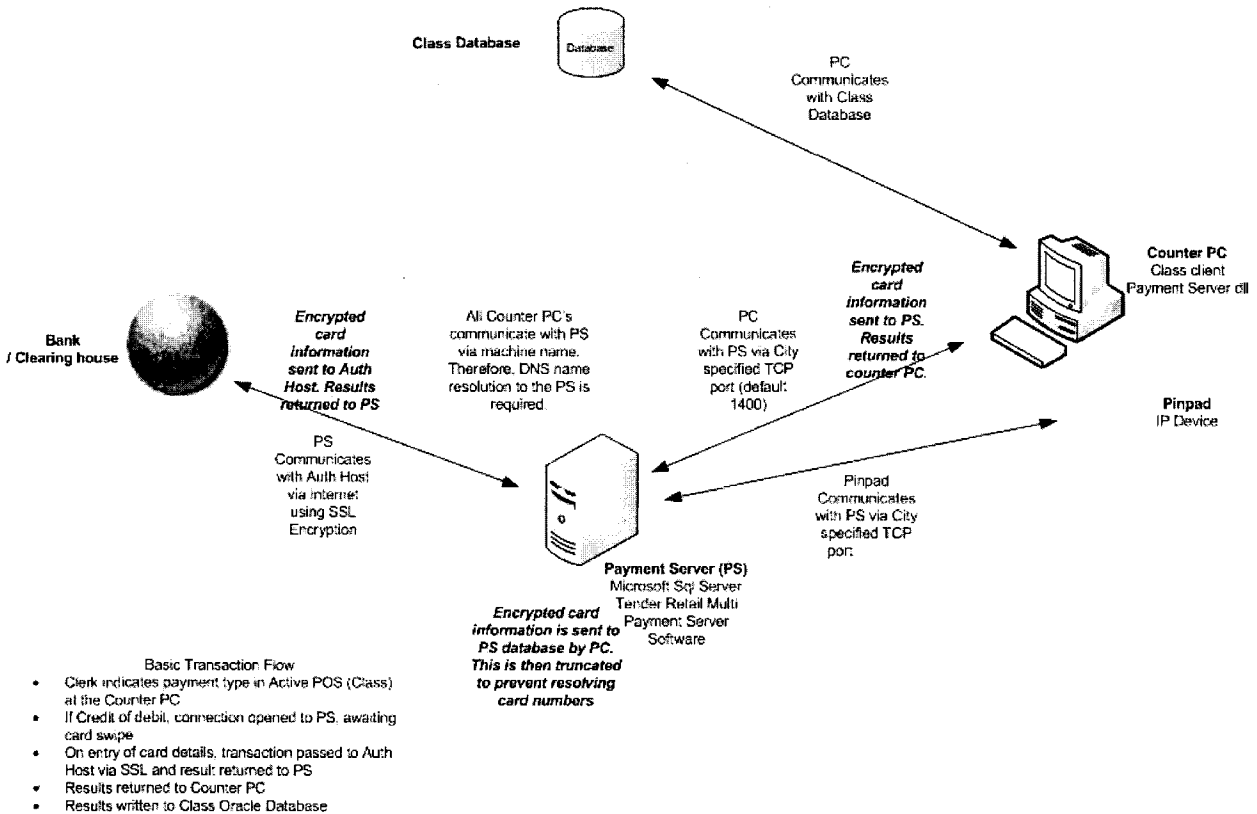


Point of Sale

a. Describe the integration for credit card processing between the proposed POS solution and the City's merchant services provider.

Payment Manager's integrated Payment Authorization ("Payment Server") accepts credit and debit authorization requests from any application, queues and then authorizes directly with the clearinghouse before submitting the result to the requesting application. Chase Paymentech is ACTIVE's preferred payment processor for our ACTIVE Merchant Services (AMS), which is our internal payment gateway for client applications. AMS supports transactions for credit cards, electronic check processing (ECP) and European direct debit (EUDD). All transactions and errors are recorded in a local database with all sensitive information encrypted.

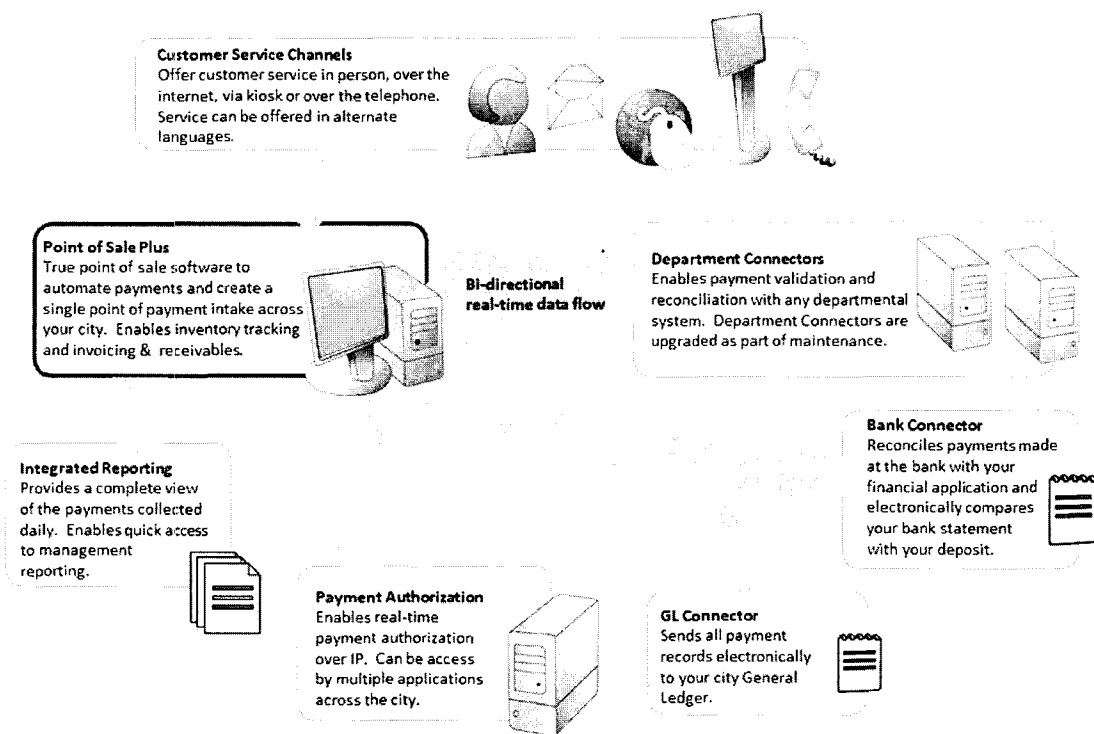
The diagram below depicts the basic transaction flow once a payment has been taken in the Payment Manager database to the client and through to the Payment Server which regulates payment transmission to Chase Paymentech, the City's merchant of record.



ACTIVE Payment Server processes credit and debit cards, in real time, over IP and is completely integrated with the all of ACTIVE Payment Manager modules (POS, Web, Kiosks etc.). This central enterprise payment authorization engine provides organizations with a single solution for the management of all credit and debit card processing over any service channel significantly streamlining reconciliation and settlement processes. Payment Server is fully PA-DSS compliant with the implementation of a single engine to standardize all credit card processing greatly reducing security concerns, support efforts and costs for the City.

ACTIVE Payment Server queues all authorization requests, communicates over IP with the bank and submits an authorization code to the application that initiated the request. One integrated report can be pulled at the end of the day to show all of the debit and credit transactions processed by every application. Should a connection to the ACTIVE Payment Authorization engine be lost due to network failure or interrupted communications, the system will store the request until it is able to re-establish communication.

Payment Server can be configured to accept authorization requests from an unlimited number of external applications, thus providing one platform to serve as the City's standard for payment processing. Payment Server also has the ability to process payments in real time over IP over any and all service channels (Online, over-the-counter, kiosk, Internet protocol, etc.).



b. Respondent shall provide a copy of PCI-DSS Certification of all System parts and equipment and proof of Credit Card Brand Service Provider registration as required.

ACTIVE's Payment Manager solution is Payment Card Industry (PCI) Data Security Standard compliant and PA-DSS v2.0 certified. The validation can be found under the company "ACTIVE Network" on the list of certified applications maintained by the PCI Security Standards Council found at the following URL:

https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true

A screenshot of the validation from the PCI SSC website has been provided below.

ACTIVE Network

Class for Windows with Payment Server

| | | | | | |
|--|----------------------|----------------|-------------|--------|--------------|
| Version #: 7.21/3.10 | Validated | Acceptable for | 11 Jul 2014 | 28 Oct | Coalfire |
| App Type: POS Suite/General | According to | New | | 2016 | Systems, Inc |
| Target Market: Municipal government, parks and recreation, YMCA, and university campus recreation programs. | PA-DSS (PA-DSS v2.0) | Deployments | | | |

Reference #: 11-01.00251.003.aaa

Tested Platforms/Operating Systems:

Description Provided by Vendor: Class is a recreation management system used by parks and recreation agencies, non-profits, and campus recreation departments to automate all aspects of recreation operations from activity registrations and facility reservations to credit card processing and point of sale. Class is also the baseline infrastructure for Payment Manager, used by local government agencies to process payments related to permits, property tax, licenses, tickets, and fines.

In addition, the PCI DSS Certificate of Compliance is provided below:



Certificate Number: 0317-94A1-6B97-402A

| | |
|--|---|
| <p>Awarded To: Active Merchant Services</p> <p>PCI Level: 1 Classification: Merchant Expiration Date: Jan 31, 2014</p> | <p>Trustwave Engagement Information</p> <p>Self-Assessment Questionnaire: Pass Date Completed: Oct 29, 2013 Version Completed: Client SAQ Attestation: Title: _____</p> <p>Vulnerability Scan: Pass Date Completed: Nov 1, 2013</p> |
|--|---|

Client Authorization: _____
This signed contact at Active Merchant Services agrees to the accuracy of all information provided within TrustKeeper.




c. Describe the integration with SAP, COSA's financial system, to provide transaction-level detail and provide complete audit/reporting functions.

ACTIVE's Payment Manager system provides a full subsidiary GL system for Revenue Management. The system will track and post revenues related to all sales and the City Finance/Treasury items such as parking tickets, business licenses, registrations, tax payments and permits etc.

Payment Manager is capable of real-time integration with the City's SAP financials for automated GL distribution. It can export the data to the financials in a flat file format or write the data to a staging table in SAP. This process can either be done manually or can be automated. The details are determined as part of the discovery process, where ACTIVE's integration analysts work with the City to create a detailed integration specification for the financial export. This is to determine how the City wants the data to be packaged, as the Payment Manager application can send it any way that is required (e.g. detail and/or summary data, grouped by deposit, etc.).

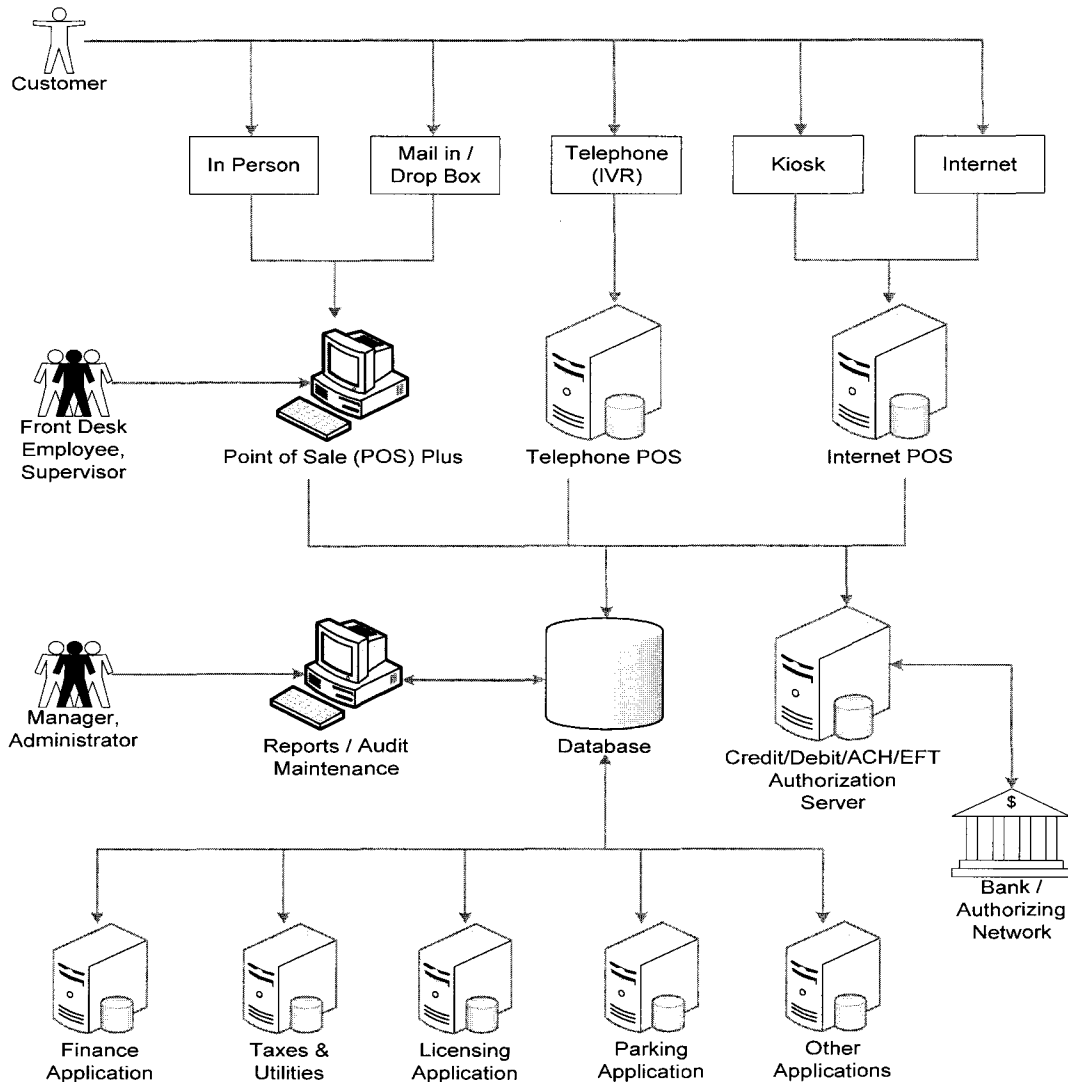
ACTIVE also offers another function called Miscellaneous GL. ACTIVE has found that many cities have the need to be able to enter a GL code in as part of the transaction. Most of the revenue codes will be set up or come from other systems as part of the integration, but there is often a need for a cashier to enter a GL code for wires and other transactions. ACTIVE provides this ability, and includes functionality to integrate to the GL in real time to ensure that the GL code being entered is correct.

Revenue detail is posted from ACTIVE as summary or in some cases detailed information by account to the financial management system's GL. Transaction detail is typically retained by ACTIVE for reference, reporting and audit. Although detailed transactional data can be passed from ACTIVE to SAP. Payment Manager provides updates to all Revenue, Tax, and Receivable systems involved.

d. Describe any other integration points between the POS solution and other City systems.

Payment Manager logs all payments into its database as a subsidiary Revenue GL. It then submits transactions to the appropriate departmental system where the pending records for validation and processing exist within their database(s). Finally, the transaction(s) is/are distributed to the various GL accounts in the core financial package, SAP.

The following diagram describes how users interact with Payment Manager in order to perform payment transactions, and how data flows through the system.



ACTIVE's expertise is demonstrated by having created over 200 unique integration connectors between our enterprise applications and back-end business systems. ACTIVE can utilize a variety of integration methodologies to connect Payment Manager and the various departmental systems, each of which is detailed below.

Stored Procedures

Payment Manager can integrate with a City's "best of breed" systems using stored procedures on a number of levels. Essentially for each business system (i.e. Utilities, Licensing, Permitting, and Tax application) ACTIVE utilizes stored procedures to validate bi-directional information in real-time.

Depending on the application, Payment Manager is connecting to, it can utilize a stored procedure to search for a customer or to query information (e.g. name, address, bill amount owing, etc.) from a table or view in the business system. Payment Manager can also use stored procedures to return multiple items to be paid (e.g. a permit will

return many fee codes to be paid). Once this information has been validated and payment has been made, Payment Manager can use a stored procedure to write the resulting information back to a table in the business system. .

Payment Manager has the ability to capture certain information via prompts to ensure your Customer Service Representative has enough information to ask the correct questions to efficiently take the payment and answer any questions the customer may have. The system is also capable of returning warnings and error messages from the business system.

Activate POS

This set of API's allows any application to seamlessly integrate with the Payment Manager application. Certain types of transactions do not have a pre set receivable, where the amount owing is created as part of the transaction (e.g. creating a permit). Most applications force the user to create the owing amount in the main application and then manually toggle to the payment application to pull over the data and tender the transaction. With the Activate POS feature in Payment Manager, the user can be in any application and then at the correct time be placed seamlessly into the ACTIVE application to tender the transaction and then seamlessly placed back in the originating application. Basically it allows Payment Manager to appear as part of any other application making the user's workflow faster and easier.

ACTIVE POS Web Services

ACTIVE has added a Service-Oriented Architecture (SOA) methodology to integration with other applications. Payment Manager has the ability for another application to sell items and/or services (load and manage a cart of items) using web services. This allows users to stay within the existing city application and pick items to be sold (e.g. Drivers license, Motor Vehicle tag, Business License, etc.). Once all the items have been selected, the other application will then invoke Payment Manager application using the Activate POS feature to finish the tendering of the transaction. After the transaction is tendered, the user will be placed back into the application they were using.

This is accomplished with a combination of Web Services that replace base POS functions and the use of the Activate POS to recognize that it has been invoked by a web service application.

For applications where there is no pre-created bill (e.g. utility bill) the users can stay within the originating application(s) and be pushed into Payment Manager when they are ready to tender and then placed back into the application they were using.

Databroker

ACTIVE has developed its own middleware solution, Data Broker, in order to achieve a true enterprise solution deployment. Data Broker is designed to be flexible and scalable to accommodate the various business processes and integration requirements of each departmental system.

The City references seven Commercial Off-The-Shelf (COTS) and four Custom Applications across various departments. Often there is duplication of effort between these applications with the recording of individual, account data, or revenue data. The challenge is finding a way to make each of these applications “talk to each other” so that key information stored in one is shared with another. The purpose of Data Broker is to allow integration between applications and provide a consistent mechanism to transfer data to & from external systems.

Data Broker takes data from any departmental application and shares it with other applications. It is a standards-based solution, operating independently of other systems, that permits users to automate scheduled or event-based data synchronizations and, at the same time, achieve the data standardization needed to make shared data useful.

This module allows Payment Manager to easily receive, transform and send any type of data (ASCII, SMTP, API, .NET, JAVA, Web Services, XML or stored procedures) to any application. With guaranteed delivery, scheduling services and email notification it gives organizations more options and flexibility in integration.

Data Broker makes it easy for the City to identify key data and share it across the enterprise in multiple forms into multiple applications using integration methods that best suit their needs. By integrating these systems, IT costs can be contained and improved effectiveness and efficiency of local government services can be achieved.

i. What technology exists in your solution to discover and make available to the POS system in real-time items that are available for payment from other City systems, such as those listed in Section 1.4.1.2?

As mentioned above, Data Broker is the module within Payment Manager that takes data from any departmental application and shares it with other applications. It is a standards-based solution, operating independently of other systems, that permits users to automate scheduled or event-based data synchronizations and, at the same time, achieve the data standardization needed to make shared data useful.

This allows ACTIVE to easily receive, transform and send any type of data (ASCII, SMTP, API, .NET, JAVA, Web Services, XML or stored procedures) to any application. With guaranteed delivery, scheduling services and email notification it gives organizations more options and flexibility in integration.

ii. What protocols might be used to push payment information back to these source systems from the POS solution?

Department Connectors enables live connection between Payment Manager and the source systems across the City. This enables the City to perform real time searches and validate and update outstanding payments in each departmental database.

ACTIVE has multiple operating integration methodologies and protocols available -- from stored procedures and web services to our own middleware solution (Data Broker). Once real-time, bi-directional integration is in place other systems can be queried from the Point of Sale Screen. The City is able to push payment information back to these source systems, search for outstanding payments and validate customer information.

iii. To what extent has your solution previously integrated with the City's existing systems as listed in Section 1.4.1.2? What is delivered, and what will require development as part of the project?

ACTIVE has considerable experience in integrating Payment Manager with over 200 systems and supports real-time, bi-directional connections. Of the COTS solutions referenced in Section 1.4.1.2, ACTIVE has performed successful bi-directional integrations with SAP, Hansen, Millenium, Chameleon, and Tyler. ACTIVE doesn't have any precedent with FASTER CS, CTR Parking and Revenue Control or Digital Health Department but our experience in working with other "best-of-breed" vendors and in-house systems lends itself to developing a solution.

Each integration will require significant work from the ACTIVE implementation team and City staff. The following is a brief overview of what the responsibilities and deliverables may be:

Responsibilities:

ACTIVE

- Work with business users to define the elements needed for validation
- Work with City IT resources to determine data to be used for processing payments
- Creation of integration specification document
- Creation of stored procedures for searching and validation of a payment within specified departmental system
- Procedure to remove records from same day cancellations
- Provide test script templates to the business user
- Work with the users to test and review the integration
- Creation of scripts to pass to the City IT resources to install the stored procedures in the product Payment Manager database

City

- Provide a test instance of the departmental database
- Create a "dblink" from the test Payment Manager database to the departmental system's database
- City POS Administrator to create the items and GL codes in the Payment Manager database for testing
- City IT resources to create the necessary views in the departmental system database Business user to complete the test scripts and create necessary test data
- Business users to help with the testing of the interface once created
- Possible amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request

- City IT resources to create the completed components in the production Payment Manager database and the views in the production departmental system database

Deliverables:

ACTIVE

- Ensure functional integration to departmental system
- Ensure timely correction of variations between system functions and system documentation
- Ensure timely correction of errors of bugs in system functions

City

- Creation of the necessary views required
- Filling out of the test scripts to be used

e. Describe the capabilities of the POS solution for a retail cash register and retail inventory solution for departments with this need.

Payment Manager is, first and foremost, a citywide cashiering solution whose core competencies lie in the ability to consolidate payments and integration with various departmental systems. While it has some capabilities as a retail cash register and retail inventory solution, these functions are better handled by the RRS, ACTIVE Net's, POS module.

The difficulty in using Payment Manager as a retail cash register and retail inventory solution is due to the fact every type of payment is set up as its own POS Item. Some of these payments are for things that already have their own application and database. Examples of these would be Property Tax, Utility Bills, Parking Tickets, and Building Permits.


The Current System Assessment Report in RFCSP Appendix B identifies the City Store as an example of where the retail cash register and inventory solution is requested. Selling 800 different items in addition to event tickets is something that can be handled by Payment Manager but may be better suited for the RRS ACTIVE Net's POS module.

Since Appendix A System Requirements references the retail cash register and retail inventory solution specifications under the POS section instead of the RRS section, most of the responses are marked "DNM". The reasoning for this is that Payment Manager is not a retail cash register and inventory management solution; but rather, a cashiering solution. If the City is interested in using the RRS's POS module to manage locations where a retail and inventory management solution is needed, this can be explored.

Product Image

Product Image Birdies [Upload a new file](#)

Preview Image



Inventory

Track Inventory?

Quantity on Hand 16

Last Cost

Last Vendor

Reorder Point 16

Reorder Alert Email bryan.markert@gmail.com



Change Product Order

Order Number* 12345 Shipping Amount 120.00

PO Number 7777777 Vendor* Sweets And Shacks

Date Received* Jan 13 2013 Site* Baker Fitness and Recreation Center

[Save](#) [Delete](#) [Cancel](#)

Order Details

| POS Product | Quantity Received | Unit Cost |
|-------------|-------------------|-----------|
| | | |

[Add New](#)

Product Order Detail

POS Product* Birdies

Unit Cost* 2.00

Quantity Received* 40

[Save](#) [Cancel](#)

Inventory Management is integrated within the Point of Sale (POS) module and allows the City to manage an unlimited amount of products and even attach images.

The option to track inventory of each product is inherent in the system and you can even track vendor contact information. The RRS can be setup to alert the user by email when a product needs to be re-ordered by setting a re-order point in the system.

The RRS will automatically send an email to the users account so that they can order more of the product.

The administrative aspects of the Inventory Management function are comprehensive yet easy to navigate. Product orders can be edited quickly and vendor details are readily available to anyone with permissions to access the RRS. City users will be able to track how much of a product was ordered, the quantity received and the associated unit costs. Furthermore, the RRS maintains a strong audit trail so you will be able to see when a product was received, the Purchase Order number referenced and the order number it pertains to.

3. For each technical platform proposed (in-house, hosted or SaaS), complete Attachment 9, Technical Architecture Submission. In addition, answer the following items for each platform:

Two Technical Architecture Submissions have been included: one for the RRS, ACTIVE Net, which is a web-based, ACTIVE hosted solution; and another for the POS, Payment Manager, which is a client-server, City-hosted solution.

a. Describe any software or hardware required for any proposed platform (in-house operating environment, hosted operating environment, or software-as-a-service (SaaS) operating environment).

ACTIVE Net – Web-Based and Hosted by ACTIVE

Workstation Hardware Requirements:

- Processor: 500 MHz
- RAM: 512 MB
- Hard Drive: 1 GB free space
- Internet Access: DSL/Cable or faster
 - Wireless networks are not recommended for training sessions or front desk environments
- Depending on the peripheral configuration employed, ACTIVE Net may require the presence of one or more serial or USB reports

Workstation Software Requirements

- Operating System: ACTIVE Net is certified for Windows 2000 or higher. Administrator rights for all users should be enabled during guided implementation with dedicated IT resources available on standby in the event of any technical issues.
- Web Browser:
 - Microsoft Internet Explorer 8.0 or higher is preferred for ACTIVE Net administration and over-the-counter tasks. The following settings are recommended for Microsoft Internet Explorer (similar settings should be considered for alternative browsers):
 - Compatibility View enabled for “active.com” (see Tools menu – Compatibility View Settings)
 - Security setting of Medium-High or lower (see Tools menu – Internet Options)
 - Pop-up Blocker settings disabled for “active.com” (see Tools menu – Pop-up Blocker Settings)
 - Temporary Internet File settings configured to check for newer versions of stored pages with very visit (see Tools menu – Internet Options)
 - Favorite or desktop shortcuts should be added for each distinct URL allocated to your organization (see Favorites menu – Organize Favorites)

- Additional browsers (i.e. Firefox, Chrome, Safari) are supported for public access. Some add-ons and plugins, such as ad blocking programs, may interfere with the operability of ACTIVE Net and will need to be disabled accordingly.
- Java: Java must be installed for ACTIVE Net administration. Java 7 update 25 or later is required.
- Adobe Acrobat Reader: Version 10.1.1 or later is required for most report generation within ACTIVE Net
- Flash: When using the Facility Reservation module's Resource Scheduler function or Enhanced Customer View, Flash Player is required. Version 11.7.700.202 or later is required.

Payment Manager – Client/Server and Hosted by the COSA

Workstation Hardware Requirements:

- Microsoft Windows XP, Vista, 2003 Server, 2008 Server (32 bit only), of Windows 7 must be installed on the workstation before installing Payment Manager.
- The minimum amount of hard disk space is for a 'complete' install. If only select core modules are installed, this number will decrease; the exact amount will depend on the modules/databases installed. Minimum available disk space is for the Payment Manager installation only. Sufficient free hard disk space will be required after the installation to allow for the operating system page file or swap file.

| Minimum Performance | Recommended Performance |
|---|--|
| Intel-compatible PC | Intel-compatible PC |
| 1 GHz Processor | 1.8 GHz Processor |
| 1 MB RAM | 2 GB RAM |
| 1.0 GB Hard Drive (minimum 200 MB available disk space) | 2.0 GB Hard Drive (minimum 400 MB+ available disk space) |

Database Server Requirements:

Payment Manager works well with commonly available computers and peripherals. Intel-compatible PCs are recommended for all workstations and servers in the table below; the Payment Manager Database Server can also utilize a Windows Server or UNIX box with a SQL Server (2000 or greater) or Oracle (10 or greater) database and must be dedicated to Payment Manager and have tape or other backup device.

| Minimum Performance | Recommended Performance |
|---------------------|---------------------------|
| Intel-compatible PC | Intel-compatible PC |
| 1 GHz Processor | 3 GHz Dual Core Processor |
| 1 GB RAM | 4 GB RAM |
| 100 GB Hard Drive | 250 GB Hard Drive |

Network Requirements:

Payment Manager's cashier stations will support a connection to one or more LAN servers, and will have the capability to operate independently in the event of a LAN failure. All functionality will be available other than a real time connection to other systems such as SAP.

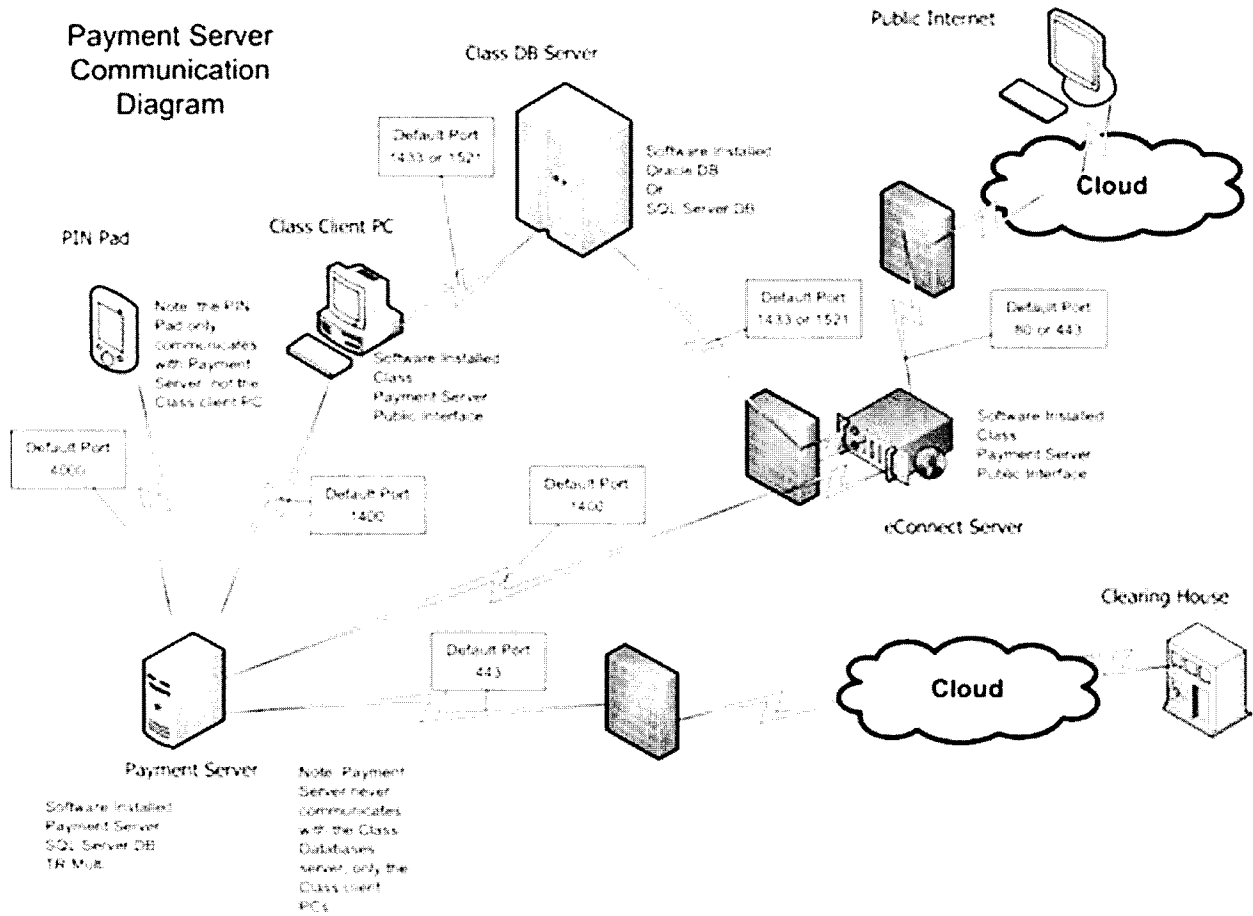
b. Provide a detailed description of the installation procedures for your application, required setting of operating systems and network configuration, storage requirements for the installation of the application and how data is stored with the amount of storage required for different levels of activity within your application.

Please see the answer to 3(a) above.

c. The System shall operate in a secured data center. Provide details of configuration requirements for the application to operate in a DMZ context, a list of the TCP/IP ports used by each component of your application and an overview of standard protocol usage and proxy settings.

Payment Manager (POS)

The Payment Manager solution is a client/server solution and will be hosted within the City's existing infrastructure. The following is how Payment Server would communicate in this environment along with identified default ports:



ACTIVE Net (RRS)

Maintaining a Software-as-a-Service (SaaS) environment with market leading availability and security is something that ACTIVE embraces as a core strength, and it's what sets us apart from the competition. ACTIVE's commitment is to consistently maintain a state-of-the-art data center and application infrastructure that is supported by a team of highly skilled, highly trained, technology professionals to keep the City's data "always on", safe and secure.

Datacenter Overview

Security

Datacenter Capabilities

Physical Security
 Network Security
 Data Security
 Testing

| | |
|----------------|---|
| | PCI Compliance |
| Operations | Monitoring and Response Data Protection (Backups) Disaster Recovery |
| Product Design | Technology Redundancy |
| SLAs | SLA |

ACTIVE operates three major datacenters located throughout North America with our primary datacenter being located in Las Vegas, Nevada.

| | | |
|----------------------------------|------------------------|----------------------------|
| Switch SuperNap Las Vegas, NV | Equinix Ashburn, VA | Verizon Toronto, Canada |
|----------------------------------|------------------------|----------------------------|

Datacenter Capabilities:

ACTIVE's primary datacenter is designed to meet the Uptime Institute's Tier IV datacenter standards and incorporates multiple, active power and cooling distribution paths, has redundant components, and is fault tolerant; providing 99.995% availability of those functions. Power availability is enabled by a facility-wide, uninterruptable power supply (UPS), and on-site generators. In the event of any local/regional blackouts or disaster, the datacenter would continue to provide uninterrupted power to systems for several days without refueling of the generators. Cooling at Switch is a patented; state-of-the-art system that completely separates cold and hot air flows. This proprietary design allows for highly dense computing environments that many other datacenters cannot support.

All Datacenters hold a current SAS70 or SSAE16 certificate and can be provided on request

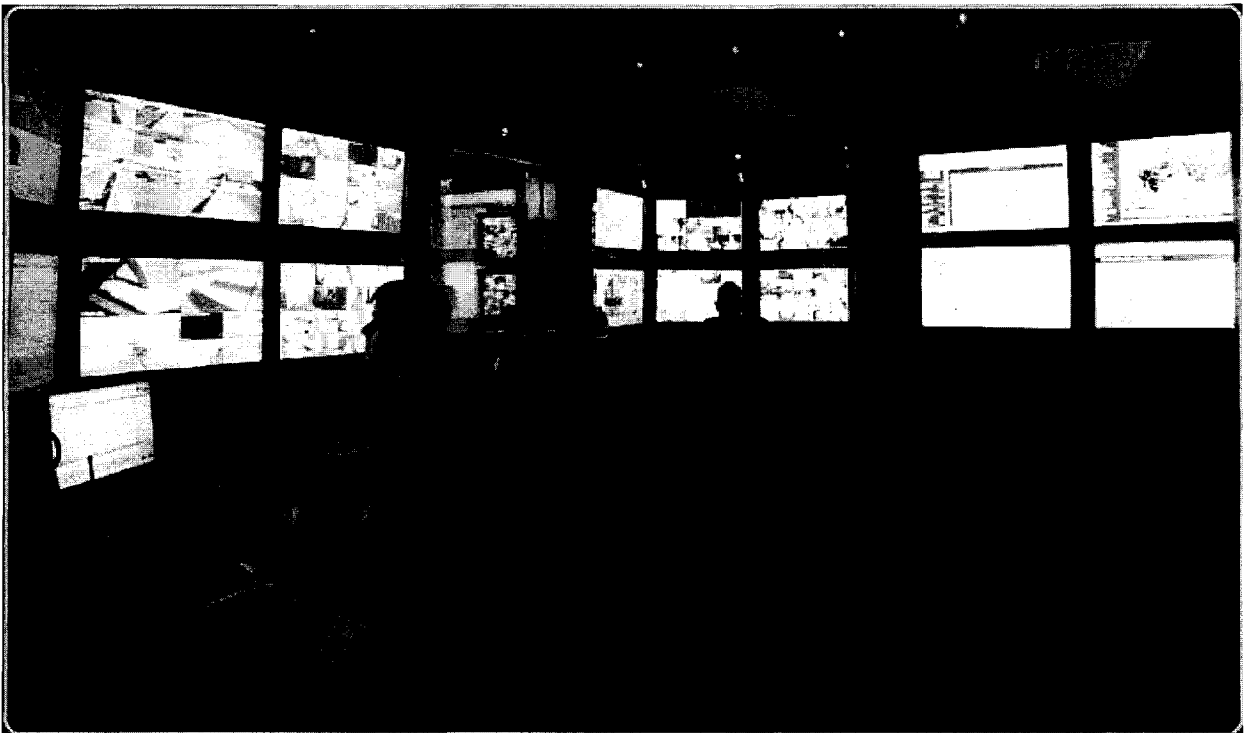
Physical Security:

At present, ACTIVE's datacenters implement five layers of physical security:

1. Perimeter – Blast walls, locked gates, no clear avenue of approach/entry and lack of exterior signage.
2. Exterior Walls – Reinforced concrete with a minimum of reinforced, alarmed doors. Perimeter video cameras. Entry to lobby requires verification against an authorized list.
3. Mantraps – once inside the lobby, steel mantraps block entry to the datacenter.

4. Manned Access Control – Access beyond the mantrap requires ID and biometric authentication controlled by 24/7-armed guards. Additional audio and camera surveillance are implemented.
5. Caged Spaces – Within the datacenter, all ACTIVE Network operated equipment is separated and contained within an individually locked and monitored cage.

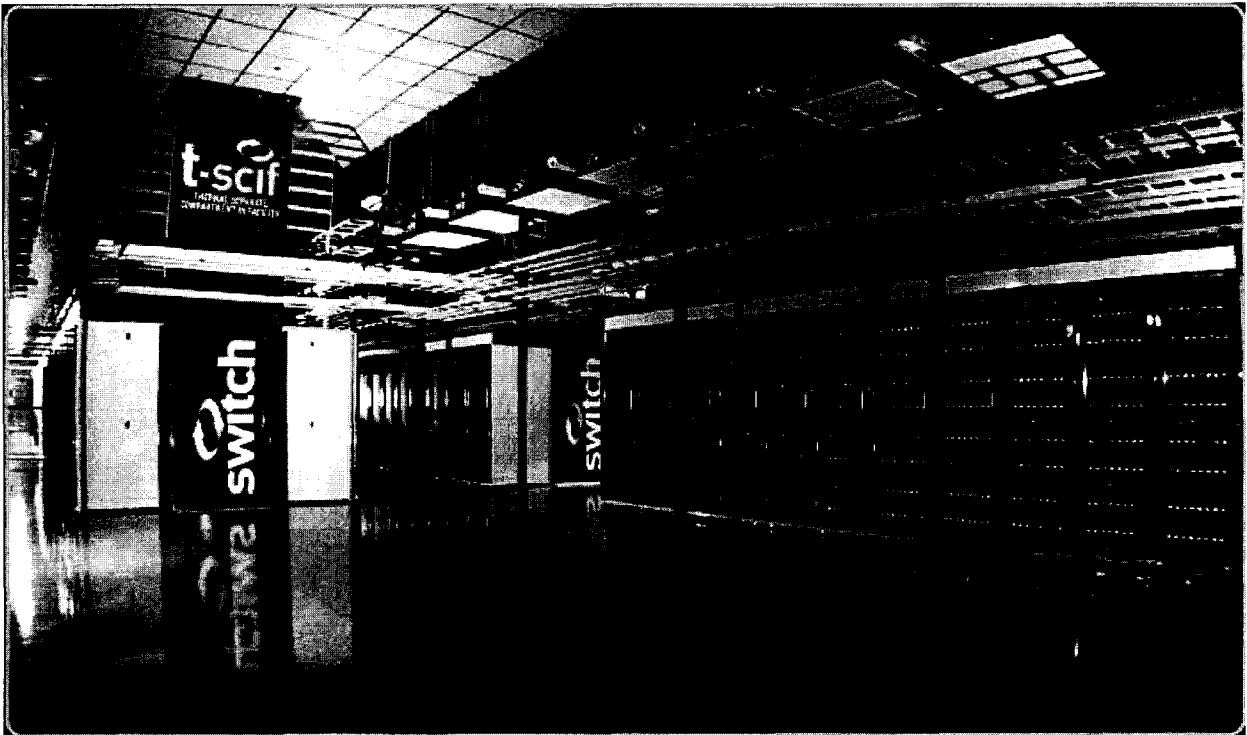
Security staff members at our primary datacenter are hired with military and security experience and complete an extensive training period, which includes security system instruction, procedure and policy instruction, and non-lethal weapon training.



Network Security:

Digital traffic into and out of the facility goes through multiple layers of firewall and denial-of-service hardware based protection using best-in-class equipment from manufacturers such as Juniper, Cisco, and F5.

All network communication to ACTIVE equipment is via SSL cryptographic protocol. This ensures that information is secured at the transport layer, end-to-end, using 128-bit encryption keys. Application and data servers for each of our environments reside in its own segmented network environment separated from network access by a DMZ that is protected by our own double layer of enterprise class firewalls. Our team of CISSP certified professionals uses a comprehensive suite of software and hardware tools to inspect network activity, watching for and protecting against any external threats.



Data Security:

All customer account information is encrypted in the database and strong passwords are enforced by the application interface. Data access is only allowed through specific service accounts that have server and process specific permissions. The entire operating system layer security is protected by the extended symmetric key cryptography, developed by MIT, built into Microsoft's Active Directory security architecture.

Our integrated application security architecture prevents anyone but the customer from accessing his or her data. This security model is reapplied with every request and enforced for the entire duration of a user session.

Systems Security:

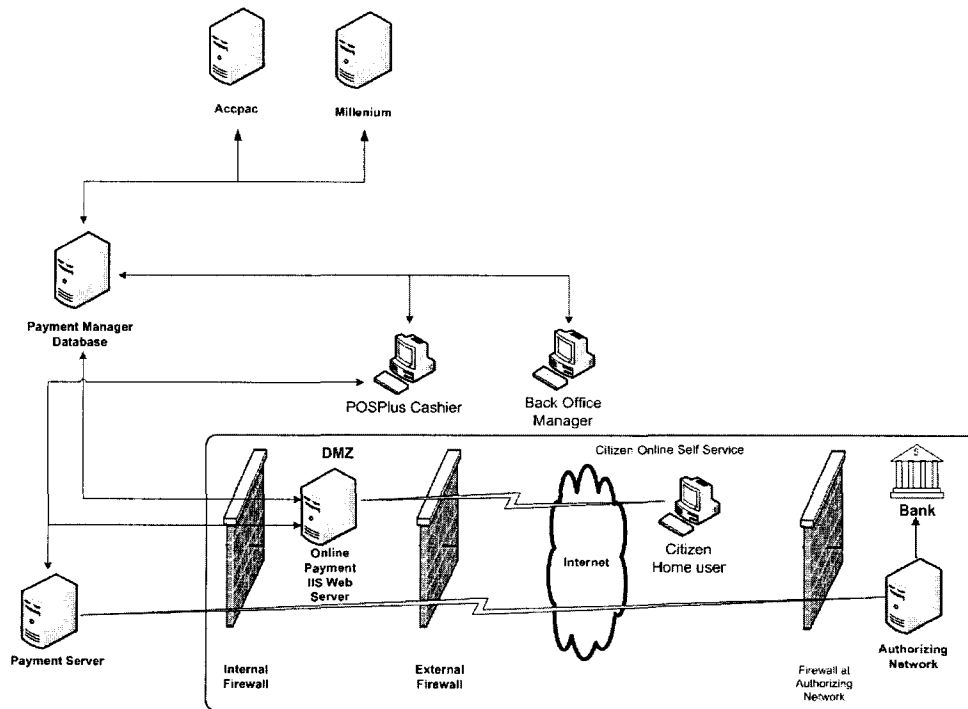
Our information security team is constantly apprised of new vulnerabilities from our technology vendors and security forums. We additionally utilize frequent scans of our infrastructure to detect and notify of potential risks in our environment. Upon discovery new risks are ranked in accordance to the National Vulnerability Database Common Vulnerability Scoring System. Remediation is prioritized according to the risk and can be fully tested and deployed within a matter of days if needed.

Anti-virus software is utilized on all company computers and servers and managed via a central management console that continually keeps the software and virus definitions up to date.

d. The System shall provide established processes for backup and recovery of data. Provide documentation on the backup and recovery processes used by the solution.

Payment Manager (POS)

Payment Manager has redundancy and fail over capabilities. Redundant server hardware, software, and Internet connectivity can be created to ensure maximum uptime. Typically, customers set up redundant servers that are the exact configuration as their live servers. The data is constantly being replicated to ensure redundancy. In the event of a failure, the correctly functioning server can be hot swapped. Additionally, the data within the database would be backed up on at least a nightly basis and tape backup and offsite storage would ideally be setup as well. Finally, ACTIVE's solution has the ability to work in an offline mode using the "POS Secure" functionality in Payment Manager. In the event of a network failure, ACTIVE's point of sale workstations can store transactions locally. As soon as the network is re-established, the workstations would sync up with the central relational database. Below is a network diagram showing the servers that would ideally have redundancy:



ACTIVE Net (RRS)

Data Backup:

Critical customer data contained in the database is backed up on a regular basis throughout the day, with transaction logs backed up every 5 minutes, an incremental backup performed nightly and a full backup performed once per week. Both nightly incremental and full backups are replicated to a secondary server within the local datacenter for online storage as well as tape backups for offsite storage. We retain 2

months of full backups at our local and offsite locations before overwriting them. Because we utilize an online form of backup storage in addition to tape, restoration of data can be done in near real time vs. the hours or days it may take to recover from tape-based media. Tape media would be retrievable from the offsite location in true regional disaster situations.

Disaster Recovery:

By default, ACTIVE continuously replicates the critical data for all of its products in Las Vegas to a secondary, stand-by disaster recovery site. While the RRS, ACTIVE Net, is hosted on a fully redundant infrastructure in its primary datacenter, and has several forms of online and offline backups, ACTIVE does not maintain a fully functional, stand-by disaster recovery site at this time. In the unlikely event of a regional disaster that would prevent recovery of services within the primary datacenter for 3 days or more, recovery operations in the secondary datacenter would begin. The expected recovery of services once the disaster plan is activated could take 3-4 weeks. A worst-case data loss of 1 hour may occur if the primary datacenter was completely lost or inaccessible.



Redundancy:

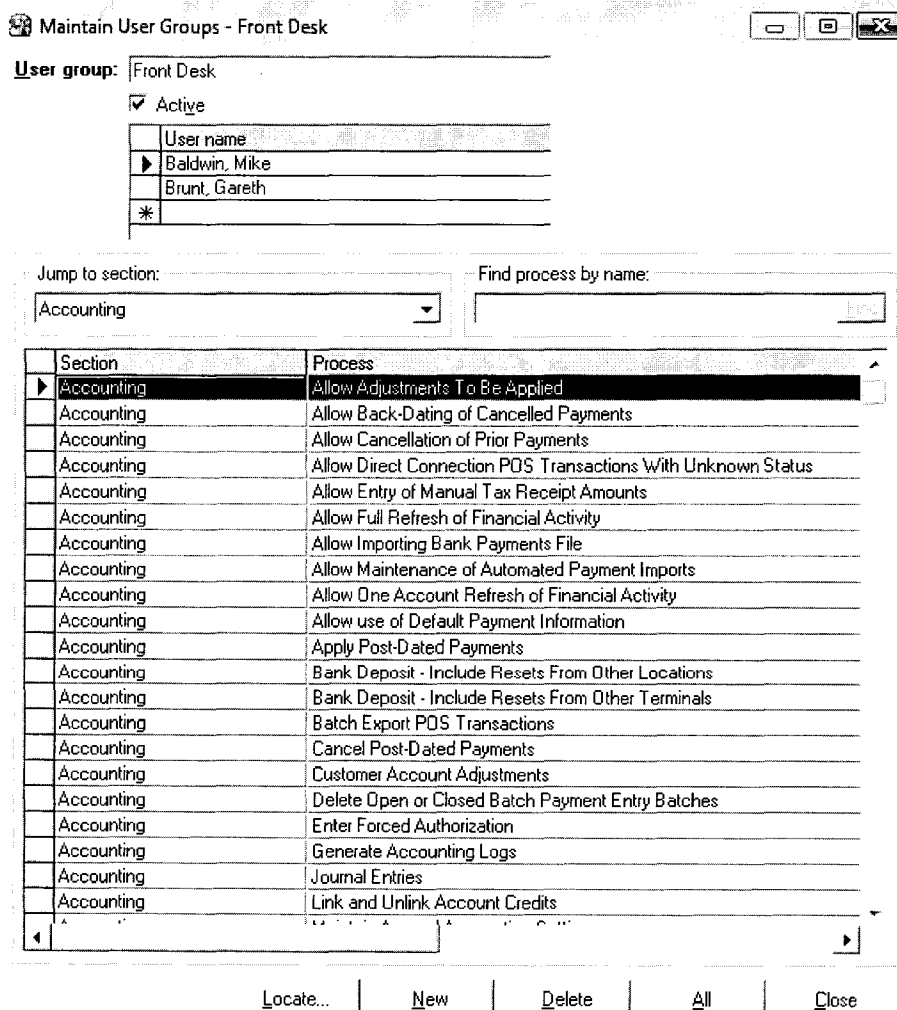
All systems associated to Las Vegas hosted products are part of fully redundant pools of devices. This means that the loss of a single web server or network device, for example, would not impact functionality and the majority of device failures would be completely transparent to the user. In many cases multiple devices could be lost or removed from service to perform maintenance activities without user disruption. Load balancers are utilized to spread customer load across web and application servers and continuously optimize end-user performance and availability. The critical database tier

is also part of a clustered pair enabling maintenance activities as well as failure recovery with a minimum of customer interruption.

e. The System shall provide role-based security to establish authorization for additions, changes and deletion of all data. Indicate if the proposed system will comply.

Payment Manager (POS)

Role-based security is highly configurable, flexible and extremely granular. Hundreds of security permissions in the system ensure that the City can pinpoint existing and new business needs and maintain strict controls on users and groups. Any attempt to access a secured process will display an override dialog box. A user may only then proceed if a supervisor or system administrator provides the necessary credentials. All security overrides are tracked by location, user, time, date and is available through standard reporting. Below is an example of a security setup screen:



Every user in the system has a username and password with varying degrees of permissions. When users are created, they can be required to change their password at first login, be allowed to login at certain locations, and have to change their password after a pre-determined amount of time. We can also integrate with single sign on functionality and employee magnetic stripe cards. The City can create and maintain user groups and assign any number of security levels within the system.

ACTIVE Net (RRS)

Each user in ACTIVE Net is granted a User Profile. The City can create as many profiles as needed and each profile can be set at a granular level to grant rights within the system to perform functions, set functionality to 'read-only' and also to grant access to reports.

ACTIVE Net provides access security using profiles. Profiles are system access rights and characteristics that can be applied to selected users. Users are assigned profiles and they inherit the capabilities and restrictions given to that profile. Profiles allow the system manager to define user groups that are permitted certain rights in the system.

A new ACTIVE Net instance for the City will contain two default profiles including:

- System Administrator: full rights to all options.
- Internet: for the default online user who is normally the supervisor responsible for facility reservations.

Each ACTIVE Net database has a Live and Trainer environment. A complete copy of the database from the Live site can be copied in total over to the Trainer site to give the staff a tool that they can use to model up activities, experiment with functionality and train new users without fear of accidentally charging a card or making mistakes. User Profiles copied from the Live Site to the Trainer will match.

f. The System shall provide audit trails for all data. Describe audit trail and accountability features of the solution.

Payment Manager (POS)

Payment Manager is able to manage the complex business logic of each transaction all the way through to balancing, deposit, reconciliation and the process of posting to the G/L. Payment Manager is a reliable one stop shop for POS transactions that runs on its own mature sub ledger, ensuring that you always have detailed audit capability and industry recommended financial controls.

The benefits for Finance / Treasury include 100% control and auditability for all payment and transactions taken throughout the City over all service channels with real-time reporting capabilities. All auditing for all payments can be managed in one system. For the Information Technology Department the POS system can reduce the number of systems that manage payments as Payment Manager can be deployed throughout the City as the corporate standard for cashiering and payment processing.

ACTIVE Net (RRS)

ACTIVE Net as a comprehensive audit trail that allows users to track the date, time, location, and system user for every transaction processed in the system. In addition, there are over 400 standard reports within the system that can show real-time outputs of what has been performed in the system. Any reports that need additional information can be customized using the included ad hoc reporting tools.

g. Ongoing support including software and documentation updates is required for the System. One or more communication methods shall exist for troubleshooting and resolving incidents or problems encountered with the software. Indicate if the proposed system will comply. Describe support options.

The City will benefit from having a single support desk that manages Payment Manager (POS) and ACTIVE Net (RRS) customers.

The ACTIVE Technical Support mandate is Quality and Responsiveness with the priority being to provide the correct answer the first time in the shortest time period possible. The team consists of Tier 1 and Tier 2 analysts trained to handle general and more advanced issues, respectively. Any “how-to” questions, configuration advice on managing business issues, reporting software bugs or enhancement requests for future versions of the software are all funneled through the Support department.

The sole focus of ACTIVE Technical Support is to provide technical assistance and training to the City. Any issue logged over the web or e-mail has a targeted initial response time of 15-minutes during business hours.

The City will enjoy unlimited technical support between 7:00am and 8:00pm Central Standard Time (CST), Monday through Sunday (“Regular Support Hours”). Access to phone support for “system-down” issues is available 24 hours a day, 7 days a week. “System-down” issues are generally defined as the City’s inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing payments, registrations, memberships and rentals) and that have no reasonable work-around.

Both the POS and RRS have documented Upgrade Plans that keeps customers up-to-date with the latest versions. The City will never pay for application upgrades, **ever**. These no-cost software upgrades are covered under the terms of the Support and Maintenance agreement:

- Application Upgrades: product enhancements and new versions of the application ensure access to all of the latest features.
- Patches and Bug Fixes: minor changes and improvements are provided as they become available.
- Online Documentation: new product and technical documentation is posted to the website for customer review and download.

ACTIVE’s secure Customer Care Portal is another extremely useful avenue for the City to engage the Technical Support department. It can be accessed 24 hours a day, 7 days a week at <http://customerportal.activenetwork.com> and has a vast Knowledge Base of manuals, release notes and training videos to help better understand and troubleshoot common questions on the system.

ACTIVE Customer PORTAL



The Portal also includes incident tracking, access to future release functionality, and allows the City to share and submit future product enhancement ideas by connecting with other ACTIVE users and voting on their new feature suggestions.

In order to promote transparency, ACTIVE uses a Customer Relationship Management (CRM) tool that logs all contacts from our clients, whether by e-mail or phone so that City will know how each support issue will be received, resolved and the timeliness of the solution offered. This will enable COSA to log onto the secure customer area of our website and access their support incidents, review the status of each and see who is handling the incident.

ACTIVE recognizes that all issues are important but some happen to be more critical than others. In those instances where the City's ability to function normally is being impacted, a support issue will be escalated to a higher priority. These issues may relate to accounting issues, system bugs or the system being down. In these rare instances the issue is fast-tracked with the most experienced staff put on the job for a speedy resolution.

All new support incidents that cannot be resolved on the first call are assigned to a Call Priority Level, each with its respective standard ticket resolution target. These tickets can be tracked through the Customer Support Portal so that the City can view the issue, which technical representative is assigned to it and when resolution is expected:

| Call Priority Level | Description | Standard Completion Target |
|---------------------|--|----------------------------|
| Priority 1 | Fatal issues that result in the customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work- | 1 business day |

| | | |
|------------|---|-----------------|
| | around | |
| Priority 2 | Serious issues significantly impacting use of system but do not prevent core functions from being fulfilled | 2 business days |
| Priority 3 | All other issues, except those classified as D (Low); i.e. how-to questions, reporting/reconciliation issues | 3 business days |
| Priority 4 | Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement | None |

h. Provide proof of PCI-DSS certification which is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data.

Payment Manager (POS)

ACTIVE’s Payment Manager solution is Payment Card Industry (PCI) Data Security Standard compliant and PA-DSS v2.0 certified. The validation can be found under the company “ACTIVE Network” on the list of certified applications maintained by the PCI Security Standards Council found at the following URL:

https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true

A screenshot of the validation from the PCI SSC website has been provided below.

ACTIVE Network

Class for Windows with Payment Server

| | | | | | |
|--|----------------------|----------------|-------------|--------|--------------|
| Version #: 7.21/3.10 | Validated | Acceptable for | 11 Jul 2014 | 28 Oct | Coalfire |
| App Type: POS Suite/General | According to | New | | 2016 | Systems, Inc |
| Target Market: Municipal government, parks and recreation, YMCA, and university campus recreation programs. | PA-DSS (PA-DSS v2.0) | Deployments | | | |
| Reference #: 11-01.00251.003.aaa | | | | | |
| Tested Platforms/Operating Systems: | | | | | |

Description Provided by Vendor: Class is a recreation management system used by parks and recreation agencies, non-profits, and campus recreation departments to automate all aspects of recreation operations from activity registrations and facility reservations to credit card processing and point of sale. Class is also the baseline infrastructure for Payment Manager, used by local government agencies to process payments related to permits, property tax, licenses, tickets, and fines.

ACTIVE Net (RRS)

ACTIVE Net is PCI Compliant (see Certificate below) and the Attestation of Compliance is included on the following pages:



Certificate Number: 0317-94A1-6B97-402A

Awarded To:
Active Merchant Services
PCI Level: 1
Classification: Merchant
Expiration Date: Jan 31, 2014

Trustwave Engagement Information
Self-Assessment Questionnaire: Pass
Date Completed: Oct 29, 2013
Version Completed:
Client SAQ Attestation:
Title: _____
Vulnerability Scan: Pass
Date Completed: Nov 1, 2013

Client Authorization: _____
Print Name _____ Sign Name _____
This signed contact at Active Merchant Services agrees to the accuracy of all information provided within TrustKeeper.





**Attestation of Compliance – Merchants
Payment Card Industry (PCI)
Data Security Standard**

**Attestation of Compliance for
Onsite Assessments – Merchants**

Version 2.0

October 2010



Instructions for Submission

This document must be completed by a Qualified Security Assessor (QSA) or merchant (if merchant internal audit performs validation) as a declaration of the merchant's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the acquirer or requesting payment brand.

Part 1. Merchant and Qualified Security Assessor Information

Merchant Organization Information

| | | | |
|------------------|-------------------------------|---------|----------------------------------|
| Company Name | Active Merchant Services | DRA(s) | |
| Contact Name | Greg Collett | Title | Director of Information Security |
| Telephone | 516-306-3526 | E-mail | greg.collett@adnetnetwork.com |
| Business Address | 18 Division Street, Suite 213 | City | Saratoga Springs |
| State/Province | New York | Country | USA |
| | | Zip | 12866 |
| URL | https://www.active.com/ | | |

Qualified Security Assessor Company Information

| | | | |
|-----------------------|---------------|---------|-------------------------|
| Company Name | K3DES LLC | | |
| Lead QSA Contact Name | Mike Villegas | Title | Vice President |
| Telephone | 714-548-9505 | E-mail | Mike.Villegas@k3des.com |
| Business Address | 8037 Laiston | City | Houston |
| State/Province | Texas | Country | USA |
| | | Zip | 77055 |
| URL | www.k3des.com | | |

Part 2. Type of Merchant Business (check all that apply)

- Retailer
- Telecommunication
- Grocery and Supermarkets
- Petroleum
- E-Commerce
- Mail/Telephone-Order
- Travel & Entertainment
- Others (please specify):

List facilities and locations included in PCI DSS review:

Part 2b. Relationships

Does your company have a relationship with one or more third-party agents (for example, gateways, web hosting companies, airline booking agents, loyalty program agents, etc.)? Yes No

Does your company have a relationship with more than one acquirer? Yes No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data? Active Network AMS provides technology to organizations throughout the world that run activities or manage facilities. From both online and call center customer registrations to transaction processing to marketing services, AMS drives an increase in attendance and revenue for their clients. Their comprehensive event, participant, and resource management solutions are designed to help organizations simplify business operations and reduce costs. Active Network AMS transmits or receives credit card data for individual customer e-commerce transactions over public networks and through company-owned call centers.

| | | |
|----------------------------|----------------|---|
| Payment Application in Use | Version Number | Last Validated according to PABP/PA-DSS |
| NA | | |



Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance (ROC) dated October 25, 2013, KJDES LLC asserts the following compliance status for the entity identified in Part 2 of this document as of October 25, 2013 (check one):

- Compliant:** All requirements in the ROC are marked "in place," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor Trustwave thereby Active Merchant Services has demonstrated full compliance with the PCI DSS 2.0.
- Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating. If a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby (Merchant Company Name) has not demonstrated full compliance with the PCI DSS **Target Date for Compliance:**

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.

Part 3a. Confirmation of Compliant Status

QSA/Merchant confirms:

- The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures, Version 2.0*, and was completed according to the instructions therein.
- All information within the above referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- The merchant has confirmed with the payment application vendor that their payment application does not store sensitive authentication data after authorization.
- The merchant has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- No evidence of magnetic stripe (that is, track) data¹, CAV2, CVV2, CID, or CVV2 data² or PIN data³ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Merchant Acknowledgments


 Signature of Merchant Executive Officer ↑

Date: 11/5/13

Merchant Executive Officer Name: Greg Collett

Title: Director, Info Security

¹ If trace results should include compensating controls reviewed by the QSA (written Internal Audit). If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."

² Data encoded in the magnetic stripe or equivalent data on a card used for authorization during a card-present transaction. Examples may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.

³ The three- or four-digit value printed on the signature panel or line of a payment card used to verify card-present transactions.

⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.



Date: November 3,
2013

A handwritten signature in black ink that reads "Miguel O. Villegas".

Signature of Lead OSA

Lead OSA Name: Miguel Villegas

Title: Vice President



Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "No" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. Check with your acquirer or the payment brand(s) before completing Part 4 since not all payment brands require this section.

| PCI Requirement | Description | Compliance Status (Select One) | Remediation Date and Actions (if Compliance Status is "No") |
|-----------------|---|--|---|
| 1 | Install and maintain a firewall configuration to protect cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 2 | Do not use vendor-supplied defaults for system passwords and other security parameters. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 3 | Protect stored cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 4 | Encrypt transmission of cardholder data across open, public networks. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 5 | Use and regularly update anti-virus software. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 6 | Develop and maintain secure systems and applications. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 7 | Restrict access to cardholder data by business need to know. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 8 | Assign a unique ID to each person with computer access. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 9 | Restrict physical access to cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 10 | Track and monitor all access to network resources and cardholder data. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 11 | Regularly test security systems and processes. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| 12 | Maintain a policy that addresses information security. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |



4. In Section 2.2, the City has described relevant elements of the existing City technology infrastructure that could be leveraged by the Respondent in the proposed solution. Integration of City technology with the proposed solution is not a requirement for this proposal, but the value of the solution would be enhanced to the City if parts of the existing City technology could be utilized. Please respond to the following items:

The only elements of the existing city technology that will impact the POS and RRS solutions are SAP and the redesign the City's website leveraging the Open Source Web Content Management System (WCMS).

While the deployment of KANA's LAGAN Enterprise Case Management CRM platform is an important initiative for the City, ACTIVE has worked in other cities where LAGAN has been implemented but operates independently from ACTIVE's solutions. If there is a business need the City is looking to satisfy with integrating LAGAN with Payment Manager and/or ACTIVE Net, ACTIVE is open to investigating further.

With regards to the WCMS, ACTIVE Net (RRS) will launch in the same or separate window/tab once the citizen clicks on a "Register" link on the City's website. The look-and-feel of the ACTIVE Net Public Access site will be configured to reflect the colors, styles, images, fonts, etc. that the WCMS has selected. As such, the ACTIVE implementation team will need to work closely with the WCMS team to best determine the optimal user experience for the City.

Payment Manager (POS) has "integration" as a key tenet in the value it brings to customers. The response to question 2(d) above has stressed the integration methodology with City departmental systems the ACTIVE implementation team has experience with (i.e. Tyler, Hansen, SAP, Chameleon, Millennium, etc.). The same integration methodology will be applied to in-house applications and the back-end technology investments the City has made. The cost of integrating these unidentified systems, however, has not been included in this Response.

a. To the extent that it is feasible to use any elements of relevant City technology in the Respondent's solution, discuss your approach to leveraging the applicable pieces of City technology. Which parts would be the easiest to integrate? Where could the City realize the most value from this approach?

Please see response to question 4 above.

b. What is the feasibility of integrating City technology in this area with the Vendor-proposed solution? How compatible are the Vendor platforms with the City technology? Include diagrams that depict the expected integration points between your solution and the City's technology.

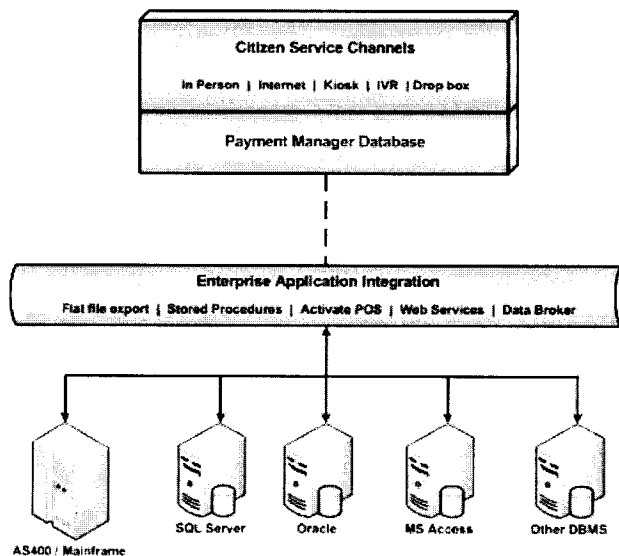
Payment Manager (POS)

Payment Manager is a citywide cashiering solution so the only possible integration points with City technology would be when a payment is taken. In order to determine compatibility between Payment Manager (POS) and City technology, there are three areas that need to be identified:

- Search functionality that does a real time request to the source system to find the key data if the customer comes in without their invoice.
- Validation where we take the key data (account #, invoice #, etc.) and use this to pull data in real time from the source system to ensure that it is correct and to enforce business rules. Payment Manager can give warnings to the cashier (account is shut off, the customer does not owe any money, etc.). Also errors can be shown to the cashier if they should not be allowed to complete the transaction (e.g. the property has been put up for sale, the ticket has gone to court, the permit is fully paid, etc.). ACTIVE works with city's business users and the IT team to determine what data is available from the source system and what business rules and messaging Payment Manager should show to the cashiers.
- Payment posting to the source system. ACTIVE's preference is to do this in real time, but we will work with the City to determine what is possible for the source system.

Feasibility of working with existing technology relies heavily on working with the City's to create a detailed integration specification that covers business needs, technical requirements, and test cases for approval. In many cases, as part of the project the City has decided to create a central service bus for managing all access to their source systems much like the City of Chicago, City of Toronto and City and County of Denver. In any case, Payment Manager integrates in the following ways:

- Flat file import / export – batch upload, file imports and lockbox imports
- Stored procedures – real time search, validation and direct write of payments
- Application Programming Interface (API)
- Activate POS – ability to imbed Payment Manager within another application
- ACTIVE Data Broker – ACTIVE's own middleware data transformation solution
- POS web services – add to the shopping cart from another application web front end.



ACTIVE Net (RRS)

ACTIVE Net is a web-based, ACTIVE-hosted solution so the only integration points will be with SAP for reporting financials (see answer to question 1(a)) and the WCMS to maintain consistency in user experience (see answer to question 4).

c. Describe any previous experience that the Respondent has working with a client to integrate client technology with the proposed solution.

ACTIVE has a dedicated team of integration specialists that have created close to 200 unique integration connectors between our enterprise applications and back end business systems. ACTIVE can use a variety of integration methodologies to achieve integration, including utilizing our own proprietary middleware solution, Databroker.

ACTIVE has worked with Alarm technology (i.e. CryWolf), Animal Permit technology, Business License technology (i.e. HDL), Document Management systems (i.e. Hummingbird), legal systems, library systems (i.e. Polaris, Innovative), Parking (i.e. Ticket Tracer, ParkSmart, Duncan, Clancy), Permits systems (i.e. CRW, Magnet, Accela), Tax Billing systems (i.e. Vailtech, Diamond, EZ Tax) and Utility Billing systems (i.e. Advanced, Bill Star, CIS, Eden) to name a few. Within all of these departments, there have been many cities that have used their own in-house applications or mainframes that have integrated with Payment Manager.

d. What are the business considerations of using City technology as described. Is there any functionality that would be gained or lost by using City components rather than the Vendor software in this area?

Payment Manager (POS)

Since Payment Manager is not a traditional retail cash and inventory control management system, the City may be better suited to keep its current system and explore a possible integration between the two.

ACTIVE Net (RRS)

ACTIVE Net does not have a volunteer management solution for the City that operates as its own module like other modules in the RRS (i.e. Activity Registration, League Scheduling, Membership Management, Facility Reservation, etc.). There are elements of volunteer management that are built into the core functions of each module and "best-of-breed" vendors generally handle internal CRM but specific function. If the City chooses a volunteer management vendor, ACTIVE Net will explore integration between the two.

e. What are the technical considerations of using City technology as described. How will this affect the product support, support packs, maintenance agreements, future enhancements, and upgrade path for the Vendor solution?

Payment Manager (POS)

Understanding the technical considerations afforded by the City, ACTIVE assumes responsibility in creating the required integration components by working with the City and other vendors of the various business applications.

ACTIVE creates the integration components and are responsible for the complete support and maintenance of these. As part of our support and maintenance ACTIVE maintains the integration components to the various applications ensuring that when ACTIVE or the other vendors upgrade their applications these integration connectors are also modified. This service would be provided as part of the maintenance agreement.

ACTIVE's standard Payment Manager package includes an Upgrade Plan that keeps you up-to-date with the latest version of Payment Manager at no additional cost. You will never pay for application upgrades, **ever**. These no-cost software upgrades are covered under the terms of the Support and Maintenance agreement:

- Application Upgrades: product enhancements and new versions of the application ensure access to all of the latest features. ACTIVE Network guarantees at least two major upgrades to the application each year.
- Patches and Bug Fixes: minor changes and improvements are provided as they become available
- Online Documentation: new product and technical documentation is posted to the website for customer review and download.

ACTIVE Net (RRS)

ACTIVE Net is a web-based, ACTIVE-hosted solution, which means that all product support, support packs, maintenance agreements, future enhancements and upgrade path are ACTIVE's responsibility. The City has a minimal amount of technical consideration beyond ensuring that user workstations have the minimum hardware and software requirements outlined by the ACTIVE team and a working Internet connection.

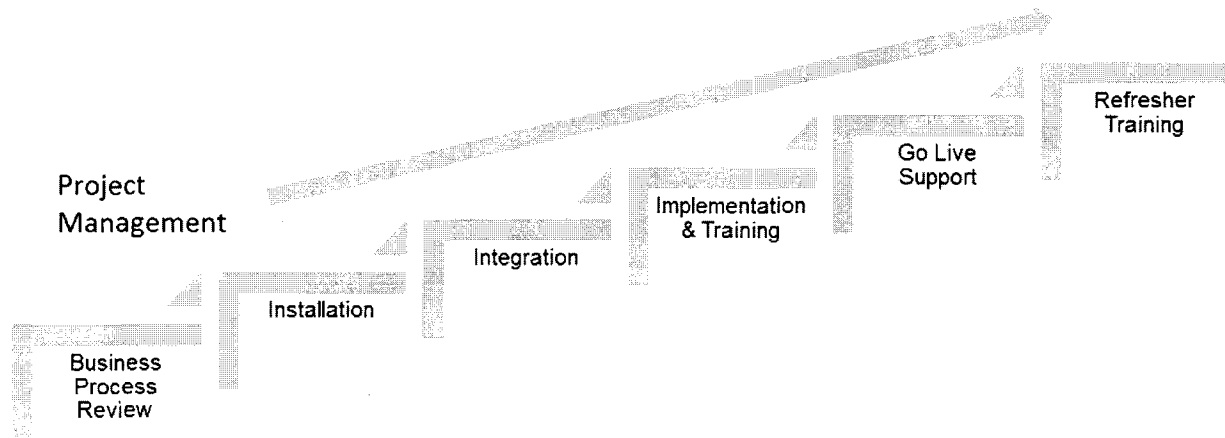
f. Pros and cons for the City using its own technology as described rather than the Vendor's software.

The objectives of the City's RFCSP would not be fully realized if the City uses its own technology as described rather than the Vendor's software. ACTIVE is proposing two best-of-breed solutions for citywide cashiering and recreation management, respectively, that are used by over 2,000 government agencies. Leveraging ACTIVE's experience in providing such solutions to local governments is crucial to meeting the City's objectives. ACTIVE has recommended the City use its current cash retail and inventory management system and volunteer management as they are generally available from independent vendors.

Project Approach, Methodology, and Timeline

1. Describe recommendations for phasing and timeline. Describe all proposed phases of the project, including estimated duration and important milestone dates or events.

ACTIVE's implementation methodology is based, first and foremost, upon widely accepted project management principles. Specifically, ACTIVE's implementations operate within the framework of the Project Management Body of Knowledge advocated by the Project Management Institute.



The first step in a successful implementation is to ensure that all resources (internal and external), goals and constraints are identified and that the appropriate contacts are established. A project plan and implementation agendas will be developed in order to outline the tasks and resources for the upcoming implementation. This will involve the creation and ongoing iteration of a Microsoft Project Plan with additional implementation documents for each specific site visit. Both parties will own, modify and have input in the evolution of these documents, with the ACTIVE Project Manager retaining ownership.

Business Process Review / Workflow Analysis

A site visit will be initiated in order to evaluate a business process review / workflow analysis and suggest reengineering of business processes and current workflow to ensure the most cost-effective, time sensitive and efficient implementation possible. This will include a review of current cash handling practices, financial reporting, best practices, third party application interaction, identifying potential project risks and assessing hardware needs.

Coupled with an audit of business processes and procedures your ACTIVE business consultant will embark on identifying areas of focus for managing the impending change internally within departments and externally for the general public. This will prove integral in mitigating potential bottlenecks that might stifle the introduction of new processes.

Departmental System Integration

The integration components break down into two types: validation and payments. These components need to be designed and created with both sets of vendors and/or your domain experts for each component. Any integration component will be created, initially tested and implemented by the ACTIVE consulting team. ACTIVE will be responsible for maintaining these in the future as new versions of the application become available.

The Business Process Review / Workflow Analysis visit will have identified the other vendors and applications with which integration of cash receipting will be instated. Your ACTIVE consultant will require copies of invoices and payment stubs and will already have flow information for these subsystems and will then initiate contact with aforementioned vendors. The other vendor(s) and your ACTIVE consultant will be responsible for creating the appropriate bi-directional and/or unidirectional links to the subsystem using stored procedures, documented vendor API's, file import specifications, barcoding technology as well as other methods to ensure that communication is stable and ready for implementation. The ACTIVE consultant will also use this period of time to build the necessary reporting framework for export of revenue postings to the financials.

Implementation & Training

This phase will cover the implementation of any necessary software components (database, internet server, client station, POS hardware, payment server or telephone server).

The initial training includes defining the overall structure that suits the City's cash handling best practices created in the Business Process Review / workflow analysis review. From this, with some key users, we will set up locations, workstations, items, map touch screen layouts, etc. Basically enter all the necessary data and structures to run the business. ACTIVE will adhere to a train the trainer approach to ensure the most efficient and cost effective training possible. This approach allows us to train a core group of "experts" which at the end of the training will have all the skills and knowledge to train other users on the system.

Upon installation and training and prior to targeted Go-Live date the end users will be asked to enter transactions in a test environment based on scripts that will mimic standard transactions, potential problem transactions, error handling and will also encompass end of day procedures that account for any and all potential eventualities. In addition, sample exports to the financial system and Third Party subsystems will be put in place in order to receive confirmation of successful import from the vendor. In the case of real time API's, transactions will be sent real time and confirmation received from the vendor of the sanctity of these transactions. This will also provide a good opportunity for iterations of the Workflow document and making any necessary changes. Once all parties are satisfied with the results, Go-Live may be easily targeted.

Go Live Support

An ACTIVE consultant will be on site to ensure that the first rollouts go smoothly. This will involve full availability to user and system issues as they occur and provide you with the comfort that experience and domain knowledge brings.

Refresher Training / Follow Up

The initial training and set up is usually a very intense time for the users. We recommend that a follow up training be scheduled 6 – 8 weeks after the go live date. This gives the users time to get used to the new application and procedures. This training can be used to clean off some of the rough edges, review some of the advanced features and clean up any needed user documentation.

Project Timeline

A high-level timeline indicating the major phases of implementation and their significant activities, along with key milestones is included below, while a detailed project plan will be developed upon mutual discussions between the City and ACTIVE. It should be noted that the first order of business on an implementation is to conduct a thorough analysis of the City's goals, needs, and current practices and a suitable project plan will be written to reflect them. As details become clearer, the project plan will evolve to a similar level.

ACTIVE will install and configure all software included in the solution agreed upon with the City, and provide support, training, and integration services. ACTIVE will apply industry best practices and disciplined effort to complete installation, configuration, testing, and training in a timeframe as to achieve the earliest reasonable deployment. The parties will establish Critical Path Milestone dates (CPM) for the project. The CPMs shall be established at the kickoff meeting, which will include the specification of timelines, deliverables, and roles and responsibilities.

The project's implementation includes the following milestones, which will be conducted concurrently when possible:

Milestone 1: Project Kickoff, Business Process Review and Project Plan

- Project Kickoff & Project Plan
 - Conducted both on site and remotely
 - Involves ACTIVE project manager and Project Steering Committee
 - Timeframe: Kick off meeting right away, continued project management throughout the entire project.
- Business Process Review
 - Conducted primarily on site. Documentation of findings done remotely
 - Involves ACTIVE project manager, key representatives from each business unit, Finance/Treasury and IT
 - Defines the scope of the work to be done and will review all current business practices

| ACTIVE | COSA |
|---|---|
| Tasks | |
| <ul style="list-style-type: none"> • Attend the project kickoff meeting. • Interview the City department representatives regarding specific cash handling / reconciliation procedures as part of the Business Process Review (BPR). The BPR will be done on site. • Create a BPR document that summarizes all information and recommendations found during the BPR session. • Create a draft implementation plan and work with the City project manager to get final approval of tasks and timelines. | <ul style="list-style-type: none"> • Schedule and coordinate project kick off meeting with necessary people. • Departments to provide examples of current documentation used for reconciliation deposit forms, copies of invoices. • Schedule and coordinate staff for the BPR meeting. Also to provide a meeting room for the necessary days. |
| Deliverables | |
| <ul style="list-style-type: none"> • Determine best practices to deploy ACTIVE Network products. This will be part of the BPR documentation. • Create initial project plan • Create initial integration planning | <ul style="list-style-type: none"> • City Project Manager to review ACTIVE initial project plan and provide feedback to ACTIVE Project Manager • Government Database Analyst and SQL Server Developers to review ACTIVE Network initial integration plan and provide feedback |

Milestone 2: Software Delivery and Configuration

| ACTIVE | COSA |
|---|---|
| Tasks | |
| <ul style="list-style-type: none"> • Will send or provide links to deliver all software to the City. • ACTIVE will coordinate a meeting between one of our Database Server specialists and the Government DBA to discuss set up of the ACTIVE database. • Install and configure all software products included in the scope of services for this project. • Train City personnel how to enter the POS items for sale, GL accounts, locations, terminals, users, etc. • Conduct initial training of City personnel. • Test and verify software products operate as specified. • Provide Domain Experts with Item / User sheets. | <ul style="list-style-type: none"> • Government will provide the necessary servers, operating systems and database software. • Government will install and set up the above servers including operating systems and database software. • Government will run the necessary database scripts to create the ACTIVE SQL Server database. • Government will obtain the necessary merchant accounts from their bank for the setup of the credit card processing. • Government will provide remote access to allow ACTIVE staff to configure and install necessary components. • IT personnel to set up necessary server components. • Department personnel to enter (POS items for sale, GL accounts, locations, terminals, users, etc.) as part of the training. • To create a copy of the database to be used for testing. |
| Deliverables | |
| <ul style="list-style-type: none"> • Verify the functionality of all installed software | <ul style="list-style-type: none"> • Backup procedures for ACTIVE SQL Server database |

Milestone 3: Hardware Acquisition, Installation and Configuration

| ACTIVE | COSA |
|--|--|
| Tasks | |
| <ul style="list-style-type: none"> • To ensure all required POS and Membership equipment has been shipped. • Set up the necessary software for testing 3rd Party equipment to ensure proper operation. • Work with IT personnel to test all 3rd | <ul style="list-style-type: none"> • Purchase required server(s), install virus protection software, and configure based upon industry standards and Government guidelines. • Assign IP Address(s) to designated servers. • Ensure all POS and Membership |

| | |
|---|---|
| party equipment to ensure proper operation. | equipment has arrived. <ul style="list-style-type: none"> • Install on the City's network and test to ensure functional operation. |
| Deliverables | |
| <ul style="list-style-type: none"> • Verify the functionality of all required server(s) and hardware | <ul style="list-style-type: none"> • Demonstrate that server(s) are configured as specified and operate as required on the City's network. |

Milestone 4: Software Integration

- Conducted primarily remotely and for Payment Manager solution, with the exception of financial integration to SAP for ACTIVE Net
- Involves the ACTIVE implementation and integration teams. Also the City IT, key business users and vendor representatives as needed
- Generally the steps are to discuss the needs and expectations with the City (IT and key business users). Next to involve the vendor to discuss the options for integration to determine the best methods. Note – for internal applications the City IT team will replace the vendor. Once these meetings are complete an integration document for each department connector will be created
- Delivery of the integration includes: detailed test scenarios (ACTIVE will create drafts of these and work with the City to flush them out. ACTIVE has templates to use); creating of the integration components in a test environment; initial testing by ACTIVE and the City IT; thorough testing by key business users and then final sign off on each department connector. Once signed off ACTIVE will move the integration components to the production environment
- Deliverable: integration plan for each department connector and then integration components for each connector

| ACTIVE | COSA |
|--|--|
| Tasks | |
| <ul style="list-style-type: none"> • Meet with City personnel to determine data required and transfer method. • Determine best method of connectivity to each application. • Create integration documents for each application that species how and what data is to be transferred • Determine deliverables by each party. • Creation of test plans in conjunction with City personnel. | <ul style="list-style-type: none"> • Government Project Manager to ensure technical cooperation from other Government software developers. • Provide integration support. • Develop test plans in conjunction with ACTIVE. • Provide test data for test scripts. • Execute test plans to verify integration acceptance. |

| | |
|--|---|
| <ul style="list-style-type: none"> • Set up integration in test system. • Move integration to production system once approved by the City. | |
| Deliverables | |
| <ul style="list-style-type: none"> • Provide functional integration to other City databases / application | <ul style="list-style-type: none"> • Execute test scripts to verify functionality of integration with other City systems |

Milestone 5: User Acceptance Testing

- Conducted primarily remotely

| ACTIVE | COSA |
|---|--|
| Tasks | |
| <ul style="list-style-type: none"> • User Acceptance Testing (UAT) templates and help running through the UAT process remotely. ACTIVE will participate in one UAT session. If the City decides to run additional sessions they will run these themselves and provide ACTIVE with the results. | <ul style="list-style-type: none"> • Creation of the UAT documents and data required for UAT. • Business and IT Team to be available during the UAT. |
| Deliverables | |
| <ul style="list-style-type: none"> • Successful deployment of ACTIVE software solution | <ul style="list-style-type: none"> • Creation of the UAT Scripts • Log and report errors encountered |

Milestone 6: Training and Go-Live

- Conducted on site
- Involves consultants from ACTIVE, the City Treasury, IT, system administrators and end users for involved departments in the City
- Administrators receive training fairly early in the implementation
- Users are divided in groups of 8-10
- Detailed training syllabuses will be sent 2 to 4 weeks in advance of the training
- Training is done by department to allow us to show real life examples for each group
- Training packages and effort are directly proportional to the number of users being trained
- Training duration can be shortened by adding multiple consultants to train simultaneously in the City's facilities
- Training on average takes 2-4 hours per group. Each department needs to be split into 2 groups to accommodate keeping the location open. Supervisor training can be done in a single group since the processes should be the same for all

supervisors. Note, it is recommended that an IT and Finance/Treasury representative attend one of the end user training sessions

- Training will be staggered according to the project rollout schedule determined during the project planning phase
- Deliverable: training and go live support

| ACTIVE | COSA |
|--|---|
| Tasks | |
| <ul style="list-style-type: none"> • Final audit of data set up in previous phase for designate departments. • Training of all users for the departments. • Training of department supervisors. • Training of Finance/Treasury for audit, financial export, etc. • ACTIVE to install appropriate icons and configure on representative number of workstations and provide knowledge transfer to IT personnel regarding: <ul style="list-style-type: none"> ○ Workstation configuration and application deployment. ○ Training of IT staff to support infrastructure. ○ Go live support for the department. ○ Post implementation review. | <ul style="list-style-type: none"> • Department Domain Experts available during deployment and to obtain training. • IT project team available during deployment and to obtain training. • Deliver and set up hardware and other infrastructure needs. |
| Deliverables | |
| <ul style="list-style-type: none"> • Successful deployment of ACTIVE software solution to designated City department. • On-site support during initial software usage. • Troubleshooting support, if required | <ul style="list-style-type: none"> • Monitor the City's network segment to evaluate performance and impact. • Execute Test Scripts. • Log and report issues encountered. |

Milestone 7: Project Closure and Acceptance

The City will coordinate a final project meeting between the City and ACTIVE 60 days after completion of Milestone 6 to review the results of all previously completed phases to assess the functional operation of the installed systems; to determine if there are any outstanding Open Items; and to provide feedback regarding system performance.

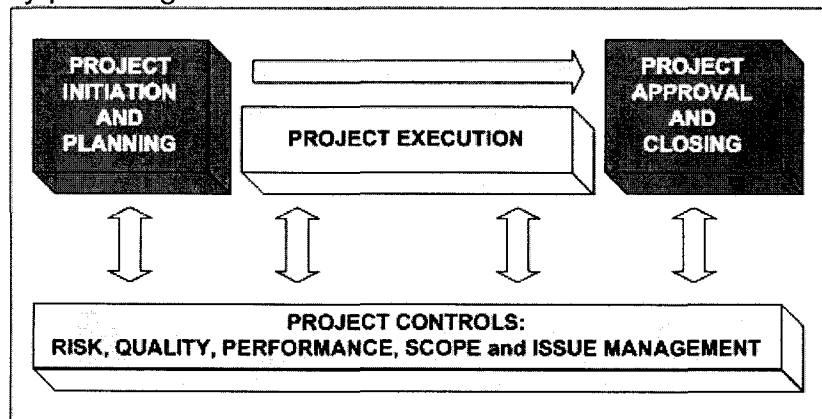
| ACTIVE | COSA |
|--|---|
| Tasks | |
| <ul style="list-style-type: none"> • Availability of ACTIVE Project Manager or designate to participate in final project meeting. • Provide a complete set of documentation required by the City to maintain / administer POS system (Note: System documentation including end user guides, user manuals, system administrator manuals, and technical manuals will be provided with software delivery). • Provide feedback, support and/or, if applicable, in response to any reported system errors. • Coordinate the availability of Domain Experts / IT personnel to review ACTIVE Network submitted documentation. • Ensure availability of Treasury Manager, key Domain Experts and IT personnel for final project meeting. • Final project meeting participation and input. • Required documentation. | <ul style="list-style-type: none"> • Final project meeting by all designated City personnel. • Documentation acceptance and review. |
| Deliverables | |
| <ul style="list-style-type: none"> • Successful deployment of ACTIVE software solution to designated City department. • On-site support during initial software usage. • Troubleshooting support, if required. | <ul style="list-style-type: none"> • Execute Test Scripts. • Log and report issues encountered. |

a. Include in your narrative how your recommended approach will reduce risk to the City and facilitate user acceptance.

ACTIVE's recommended approach has evolved from working with over 2,000 local government agencies during a 30-year period of implementing our solutions. In addition, ACTIVE has significant experience in implementing enterprise POS and RRS solutions and the approach is measured to ensure the City's project is within budget and on time. Having over 60 of the largest US cities successfully deployed with ACTIVE's solutions is a testament a methodology that reduces risk and instills confidence in our customers.

ACTIVE's role as a professional services organization is to ensure that the City get a solid return on your investment in terms of supporting your stated aims. This is a partnership role because it affords a stake in your long-term success, and requires a level of involvement and commitment beyond the typical product support, as we are truly offering a complete POS and RRS system for the City. As your partner, ACTIVE will facilitate user acceptance by providing:

- A clear understanding of your business processes, and how to conduct the system configuration, staff training, testing, and ongoing support in the way that best assimilates and supports those processes.



- An ability to help you introduce and promote your project within your organization to achieve full buy-in and positive involvement from all of your user groups and stakeholders
- Vigilant scope control and management to ensure that the project progresses with maximum predictability along a firmly guided path to a successful launch that meets deadlines, budgets, and functional requirements.
- An emphasis on training and knowledge transfer that empowers your administrators and users to take full, confident, long-term ownership of the system from the day the system is launched onward.
- A highly professional management approach based on best practices identified by the Project Management Institute; this ensures a successful launch by rigorously adhering to proven techniques in planning, communication, documentation, task management, quality control, and other vital aspects.

b. If you would recommend a pilot implementation of any functionality or for any department, include that explanation in your response.

ACTIVE's proposed solutions are both mature COTS products that follow a strong implementation methodology. While not necessary, the importance and enterprise nature of the C1SA project provides sound reasoning for a pilot project.

The Payment Manager solution would advocate a pilot project in one of the City's payment centers ahead of rolling it out citywide. The reason for this is to provide sufficient time to perform user acceptance testing and to implement the solution in a limited capacity where the impact of failure is minimized. It is important to pick the departmental system that would have the most complex integration or business processes so that future integrations to other systems will benefit from what is learned.

With ACTIVE Net, it is recommended to pick a non-rush period of time to pilot a project. For instance, choosing to test and implement a system during summer camp registration is something that will not create a positive experience for users, as it will compete with customer service during a hectic period. It is imperative to pick a recreation center that will use most, if not all, of the functions available in the RRS (i.e. Activity Registration, Facility Reservation, League Scheduling, Membership Management, POS and Childcare). Once this center has been identified, a thorough testing is required before the software is pushed to a production environment in a non-rush period.

2. Provide a list and definition/description of each major deliverable to be provided by the Respondent as part of the project effort.

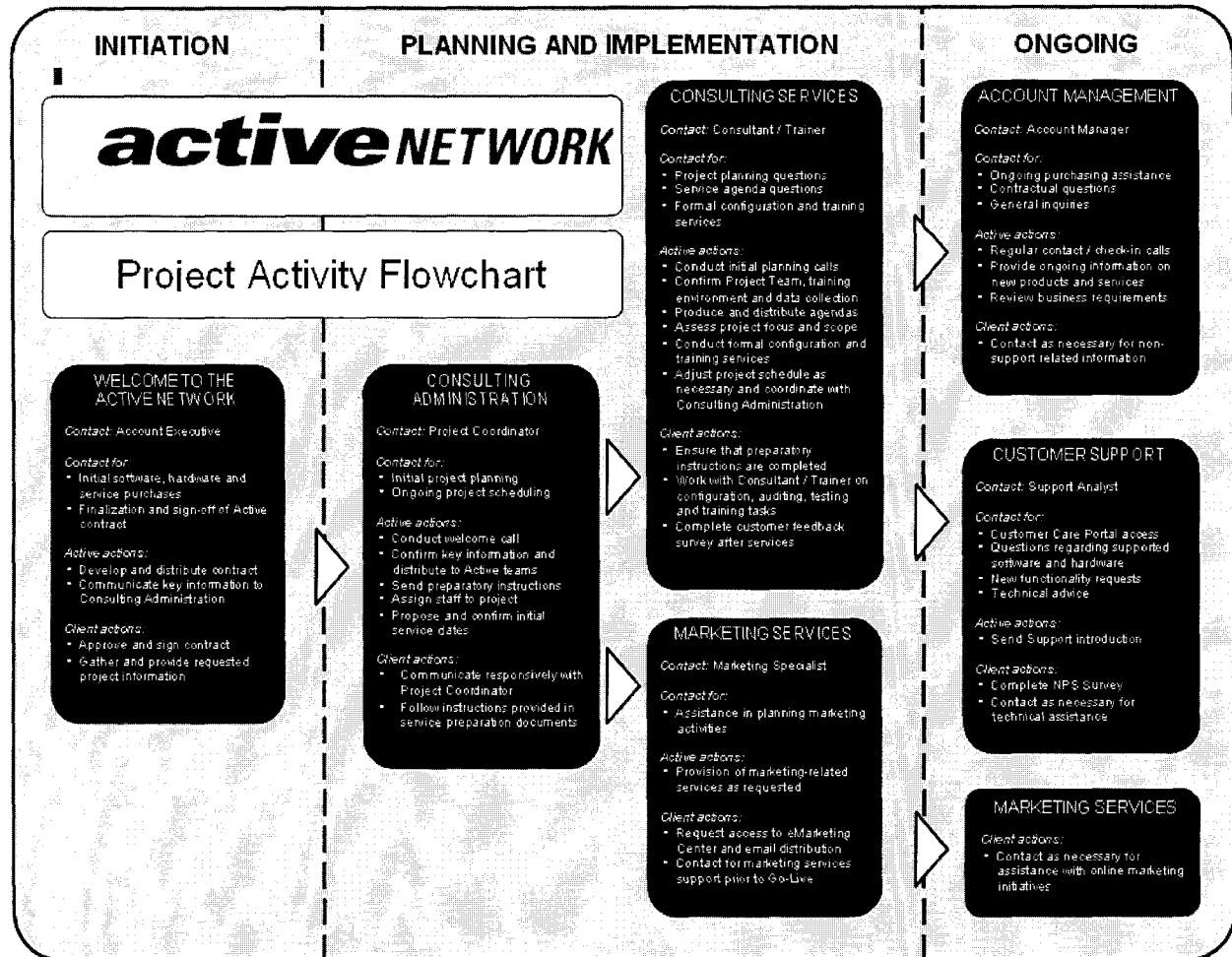
All definitions and descriptions of the major deliverables associated with the project effort have been identified in the response to question 1 above.

3. What is the plan and approach for providing each of the services as requested in Section 2.3, Services, above? For each segment/phase of the project, the Respondent should identify the major tasks to be performed and who is responsible for the task (Respondent, City, other).

All of the major tasks associated with the project effort and responsibilities have been identified in the response to question 1 above.

a. Respondent should provide a high-level work plan demonstrating the relationship between the work to be performed, the deliverables to be provided as described, and the phasing/timeline recommended in your approach.

The following flowchart illustrates our methodology and approach for the City from the initial sale through to implementation. There is also a very detailed plan of ongoing support and account management to ensure that the City always receives the best level of service.



ACTIVE understands that you may be procuring a software system, but you are also investing in a solution that supports an ongoing mission as a vital public organization. ACTIVE's role, then, is not just to sell you software, but to ensure a solid return on your investment in terms of mission support. This is a partnership role because it gives us a stake in your long-term success, and it requires a level of involvement and commitment beyond that of the usual product supplier. As your partner, ACTIVE provides:

- A clear understanding of the City's business processes, and how to conduct the system configuration, staff training, testing, and ongoing support in the way that best assimilates and supports those processes.
- An ability to help introduce and promote the project within the City to achieve full buy-in and positive involvement from all user groups and stakeholders.
- Vigilant scope control and management to ensure that the project progresses with maximum predictability along a firmly guided path to a successful launch that meets deadlines, budgets, and functional requirements.

- An emphasis on training and knowledge transfer that empowers your administrators and users to take full, confident, long-term ownership of the system from the day the system is launched onward.
- A highly professional management approach based on best practices identified by the Project Management Institute; this ensures a successful launch by rigorously adhering to proven techniques in planning, communication, documentation, task management, quality control, and other vital aspects.

ACTIVE maintains a collaborative approach with the City's project managers. The first step is to conduct an onsite Business Process Review (BPR), where all current processes will be reviewed before working with the City to determine the best use of the POS and RRS applications. ACTIVE will deliver a current state document and a recommendations document along with an updated project plan at the end of the process.

After the BPR and the project plan are completed, a number of concurrent tasks take place:

- ACTIVE's technical analyst will work with the City IT teams to setup the base environment.
- ACTIVE's consultant will do training with the POS administrators to setup the base data.
- ACTIVE's lead integration analyst will work with the City to create integration specifications.
- As the integration specifications are signed off, they will be assigned to ACTIVE integration analysts to start creating the integration components. The integration analysts will work with the City through unit testing of each integration.
- ACTIVE's consultant will work with the city to review ACTIVE reports and to finalize the daily processes to be used and create user documentation.
- Once the integrations and all the other components are complete and unit tested, the lead ACTIVE consultant will work with the city to perform end-to-end user acceptance testing where all parts of the system are fully tested.
- Once user acceptance testing is completed, ACTIVE will be onsite to do final training for the cashiers, supervisors, and finance team.
- ACTIVE will then be present for the go-live and to perform a hand off to our support team.
- Final wrap up and project post-mortem completes the project.

ACTIVE cannot deliver a detailed work plan for COSA since more information is needed on specific task and deliverable dates. A work plan will be delivered as part of the formal project planning process and BPR.

For illustration purposes, however, a sample work plan follows.

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|----|-----------|---|----------------|--------------------|--------------------|--------------|--|
| 1 | | Assessment | 50 days | Tue 1/1/13 | Mon 3/11/13 | | |
| 2 | | Create on of project plan | 20 days | Tue 1/1/13 | Mon 1/28/13 | | Active PM, County PM |
| 3 | | Review and approval of project plan | 5 days | Tue 1/29/13 | Mon 2/4/13 | 2 | County Stakeholders |
| 4 | | Business Process Review (BPR) | 50 days | Tue 1/1/13 | Mon 3/11/13 | | |
| 5 | | Agenda and planning | 10 days | Tue 1/1/13 | Mon 1/14/13 | 255 | Active Consulting Lead, County PM |
| 6 | | BPR sessions | 10 days | Tue 1/15/13 | Mon 1/28/13 | 5 | Active Consulting Lead, County Business Users |
| 7 | | Current state document | 5 days | Tue 1/29/13 | Mon 2/4/13 | 6 | Active Consulting Lead |
| 8 | | Recommendations document | 10 days | Tue 2/5/13 | Mon 2/18/13 | 7 | Active Consulting Lead |
| 9 | | Review and sign off | 15 days | Tue 2/19/13 | Mon 3/11/13 | 7,8 | County PM, County Stakeholders |
| 10 | | Network and infrastructure requirements and diagram | 10 days | Tue 1/15/13 | Mon 1/28/13 | 655 | Active Technical, County Network |
| 11 | | | | | | | |
| 12 | | Set up | 31 days | Tue 1/29/13 | Tue 3/12/13 | | |
| 13 | | Servers available | 10 days | Tue 1/29/13 | Mon 2/11/13 | 10 | County Network |
| 14 | | Determine POS administrator(s) | 1 day | Tue 3/12/13 | Tue 3/12/13 | 9 | County PM |
| 15 | | dia in access for Active staff | 5 days | Tue 2/12/13 | Mon 2/18/13 | 13 | County Network |
| 16 | | Setup | 10 days | Tue 2/19/13 | Mon 3/4/13 | | |
| 17 | | Provide data gathering sheets | 1 day | Tue 2/19/13 | Tue 2/19/13 | 15 | Active Consulting Lead |
| 18 | | Remote admin training session | 3 days | Wed 2/20/13 | Fri 2/22/13 | 17 | Active Consulting Lead, County POS Admin |
| 19 | | Data (location, terminal, user, item, etc.) setup | 5 days | Mon 2/25/13 | Fri 3/1/13 | 18 | County POS Admin |
| 20 | | Review and setup backup procedures | 1 day | Mon 3/4/13 | Mon 3/4/13 | 19 | Active Technical, County Network |
| 21 | | Create test database | 1 day | Tue 3/5/13 | Tue 3/5/13 | 20 | County DBA |
| 22 | | | | | | | |
| 23 | | Credit/Debit Card Processing | 11 days | Tue 2/12/13 | Tue 2/26/13 | | |
| 24 | | Provide Merchant accounts | 10 days | Tue 2/12/13 | Mon 2/25/13 | 13 | County Finance |
| 25 | | Setup hosted card processing and test | 1 day | Tue 2/26/13 | Tue 2/26/13 | 24 | Active Technical |
| 26 | | | | | | | |
| 27 | | Reporting | 31 days | Thu 3/21/13 | Thu 5/2/13 | | |
| 28 | | Reporting review session (on site) | 3 days | Thu 3/21/13 | Mon 3/25/13 | 21,4355 | Active Consulting Lead, County Business Users, |
| 29 | | Create reporting document | 5 days | Tue 3/26/13 | Mon 4/1/13 | 28 | Active Consulting Lead |
| 30 | | Review, update and sign off | 5 days | Tue 4/2/13 | Mon 4/8/13 | 29 | County PM |
| 31 | | Deliver schema and data dictionary | 1 day | Tue 4/9/13 | Tue 4/9/13 | 30 | Active Consulting Lead |
| 32 | | Review with county reporting team | 1 day | Wed 4/10/13 | Wed 4/10/13 | 31 | Active Consulting Lead, County Reporting |
| 33 | | Create custom reports if needed (5 max) | 10 days | Thu 4/11/13 | Wed 4/24/13 | 32 | Active Consulting Lead |
| 34 | | Create custom reports if needed | 10 days | Thu 4/11/13 | Wed 4/24/13 | 3355 | County Reporting |
| 35 | | Test Reports | 5 days | Thu 4/25/13 | Wed 5/1/13 | 34 | County Business Users, County POS Admin |
| 36 | | Move to production | 1 day | Thu 5/2/13 | Thu 5/2/13 | 35 | County POS Admin |
| 37 | | | | | | | |
| 38 | | Integration (per system) | 58 days | Tue 2/19/13 | Thu 5/9/13 | | |

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|----|-----------|---|----------------|--------------------|--------------------|----------------|---|
| 39 | | Meeting to discuss business/Technical needs | 2 days | Tue 2/19/13 | Wed 2/20/13 | 15 | Active Integration Lead,County Business Users |
| 40 | | Create detailed integration specification with test cases | 10 days | Thu 2/21/13 | Wed 3/6/13 | 39 | Active Integration Lead |
| 41 | | Review, update and sign off | 10 days | Thu 3/7/13 | Wed 3/20/13 | 40 | County PM |
| 42 | | Provide test systems and access | 10 days | Thu 3/7/13 | Wed 3/20/13 | 41SS | County Technical |
| 43 | | Create integration | 20 days | Thu 3/21/13 | Wed 4/17/13 | 42 | Active Integration Lead |
| 44 | | Test, review and update | 10 days | Thu 4/18/13 | Wed 5/1/13 | 43 | County Business Users,County POS Admin |
| 45 | | Sign off | 5 days | Thu 5/2/13 | Wed 5/8/13 | 44 | County PM |
| 46 | | Move to production | 1 day | Thu 5/9/13 | Thu 5/9/13 | 45 | Active Integration Lead,County POS Admin,Co |
| 47 | | | | | | | |
| 48 | | Financial export | 31 days | Thu 2/21/13 | Thu 4/4/13 | | |
| 49 | | Meet with finance | 3 days | Thu 2/21/13 | Mon 2/25/13 | 39 | Active Integration Lead,County Finance |
| 50 | | Create specification with test cases | 5 days | Tue 2/26/13 | Mon 3/4/13 | 49 | Active Integration Lead |
| 51 | | Review, update and sign off | 5 days | Tue 3/5/13 | Mon 3/11/13 | 50 | County Finance,County PM |
| 52 | | Provide test system and access | 5 days | Tue 3/5/13 | Mon 3/11/13 | 51SS | County Technical |
| 53 | | Create integration | 10 days | Tue 3/12/13 | Mon 3/25/13 | 52 | Active Integration Lead |
| 54 | | Test, review and update | 5 days | Tue 3/26/13 | Mon 4/1/13 | 53 | County Finance,County POS Admin |
| 55 | | Sign off | 2 days | Tue 4/2/13 | Wed 4/3/13 | 54 | County PM |
| 56 | | Move to production | 1 day | Thu 4/4/13 | Thu 4/4/13 | 55 | Active Integration Lead,County POS Admin |
| 57 | | | | | | | |
| 58 | | POS Secure (Offline processing) | 16 days | Thu 4/18/13 | Thu 5/9/13 | | |
| 59 | | Create offline specification | 5 days | Thu 4/18/13 | Wed 4/24/13 | 43 | Active Technical,County Network |
| 60 | | Review and sign off | 5 days | Thu 4/25/13 | Wed 5/1/13 | 59 | County Network,County PM |
| 61 | | Setup Secure software | 1 day | Thu 5/2/13 | Thu 5/2/13 | 60 | Active Technical |
| 62 | | Test | 3 days | Fri 5/3/13 | Tue 5/7/13 | 61 | County Network,County POS Admin |
| 63 | | Move to production | 2 days | Wed 5/8/13 | Thu 5/9/13 | 62 | Active Technical,County Network |
| 64 | | | | | | | |
| 65 | | User acceptance testing (UAT) | 63 days | Mon 3/4/13 | Wed 5/29/13 | | |
| 66 | | Create detailed cashier user documentation | 20 days | Mon 3/4/13 | Fri 3/29/13 | 19 | Active Consulting Lead |
| 67 | | Create help desk documentation | 5 days | Mon 4/1/13 | Fri 4/5/13 | 66 | Active Consulting Lead |
| 68 | | Create training plan | 20 days | Mon 3/4/13 | Fri 3/29/13 | 66SS | Active Consulting Lead,Active PM,County PM, I |
| 69 | | Provide UAT preparation documents | 1 day | Mon 3/4/13 | Mon 3/4/13 | 66SS | Active Consulting Lead |
| 70 | | Review UAT process and requirements | 1 day | Tue 3/5/13 | Tue 3/5/13 | 69 | Active Consulting Lead,County Test Lead |
| 71 | | Order test POS hardware | 20 days | Mon 3/4/13 | Fri 3/29/13 | 66SS | Active PM,County PM |
| 72 | | Prepare test plans and data | 20 days | Wed 3/6/13 | Tue 4/2/13 | 70 | County Test Lead |
| 73 | | Book test / training room | 1 day | Wed 3/6/13 | Wed 3/6/13 | 72SS | County Test Lead |
| 74 | | Prepare test / training room | 0.5 days | Fri 5/10/13 | Fri 5/10/13 | 46,56,72,63,36 | County Test Lead |
| 75 | | UAT training | 0.5 days | Fri 5/10/13 | Fri 5/10/13 | 74 | Active Consulting Lead,County Business Users |
| 76 | | Run end to end testing | 3 days | Mon 5/13/13 | Wed 5/15/13 | 75 | Active Consulting Lead,County Business Users, |

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names |
|-----|-----------|--|------------------|--------------------|--------------------|----------------|---|
| 77 | | Review results and update system as needed | 10 days | Thu 5/16/13 | Wed 5/29/13 | 76 | Active PM,County PM,County POS Admin,Cou |
| 78 | | | | | | | |
| 79 | | Pilot roll out | 26 days | Fri 5/10/13 | Mon 6/17/13 | | |
| 80 | | Order and test POS hardware | 20 days | Fri 5/10/13 | Fri 6/7/13 | 74 | County PM |
| 81 | | Prepare training room | 0.5 days | Fri 6/7/13 | Fri 6/7/13 | 80 | County PM |
| 82 | | IT training | 0.5 days | Mon 6/10/13 | Mon 6/10/13 | 81 | Active Technical,County DBA,County Network, |
| 83 | | Pilot cashier training | 1.5 days | Mon 6/10/13 | Tue 6/11/13 | 82 | Active Consulting Lead,Pilot Cashiers |
| 84 | | Cashier Supervisor training | 0.5 days | Wed 6/12/13 | Wed 6/12/13 | 83 | Active Consulting Lead |
| 85 | | Finance/Audit Training | 0.5 days | Wed 6/12/13 | Wed 6/12/13 | 84 | Active Consulting Lead |
| 86 | | Prepare cashier stations | 0.5 days | Thu 6/13/13 | Thu 6/13/13 | 85 | Active Consulting Lead |
| 87 | | Go live | 1 day | Thu 6/13/13 | Thu 6/13/13 | 85 | Active Consulting Lead |
| 88 | | Go live support | 1 day | Fri 6/14/13 | Fri 6/14/13 | 87 | Active Consulting Lead |
| 89 | | Review Active Support process | 0.5 days | Mon 6/17/13 | Mon 6/17/13 | 88 | Active Consulting Lead |
| 90 | | | | | | | |
| 91 | | Internet Payments | 32.5 days | Fri 5/10/13 | Tue 6/25/13 | | |
| 92 | | Prepare vpn connection to hosted web site | 1 day | Fri 5/10/13 | Mon 5/13/13 | 80SS | County Network,Active DataCenter team |
| 93 | | Review look and feel with city web team | 2 days | Mon 5/13/13 | Wed 5/15/13 | 92 | Active Technical,City Web |
| 94 | | Configure and test | 5 days | Wed 5/15/13 | Wed 5/22/13 | 93 | Active Technical |
| 95 | | Move to production and redirect from city web site | 1 day | Tue 6/25/13 | Tue 6/25/13 | 94,88FS+6 days | Active Technical |
| 96 | | | | | | | |
| 97 | | Deploy Remaining locations | 31 days | Mon 6/17/13 | Tue 7/30/13 | | |
| 98 | | Post mortem of pilot and changes required | 10 days | Mon 6/17/13 | Mon 7/1/13 | 89 | Active PM,County PM |
| 99 | | Cashier and Supervisor training | 10 days | Mon 7/1/13 | Mon 7/15/13 | 98 | Active Trainer |
| 100 | | Go live and support | 10 days | Tue 7/16/13 | Tue 7/30/13 | 99FS+1 day | Active Consulting Lead |

4. Provide a project methodology overview, including project standards, status reporting, risk management, issue management, communications and cultural change management. For communications and cultural change management, the City expects the Respondent to lead the efforts to create the Organizational Change Management Plan, and to support the City to execute the Plan.

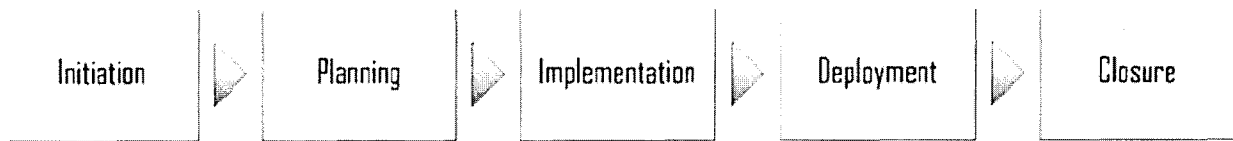
Project Management refers to the discipline of planning, organizing and managing resources to bring about the successful completion of a specific project's goals and objectives. Choosing to incorporate dedicated Project Management services into the implementation means ensuring a temporary, dedicated, and accountable manager is established for the duration of your project's lifecycle to manage the scope, cost, resources and day-to-day activities of the various resources assigned to your project. This manager then creates and integrates a task-focused structure into your organization's existing governance apparatus and operates there until such time as the project is completed. Effective Project Management provides performance transparency to management while taking responsibility for the delivery of the products or services that are originally identified as the goal(s) of the project.

ACTIVE Project Management services will dramatically simplify your implementation using a combination of expertise and appropriately scaled company-standard best practices. ACTIVE's application of formal and appropriately scaled project management methods significantly increases the probability of meeting or exceeding scope, schedule and budget goals while delivering the desired project quality benefits. Project Managers work to insure successful completion of your project by providing:

- Coordination, management and communication of the majority of critical aspects of your project, allowing you to focus on what you do best – serving your customers - without degrading performance in normal business operations
- Greater project visibility, which in turn permits proactive decision making to steer project activity, champion tasks through to completion, identify and resolve issues, as well as mitigate potential risks;
- Focus and discipline to your organization by setting specific goals within realistic timeframes, measuring, and tracking the associated deliverables, providing advocacy on your behalf, and practicing effective change management.
- Knowledge of the touch points, dependencies and resources required to manage successful projects, as well as the obstacles and pitfalls that can cause needless delays. Guided application of formal and appropriately scaled project management methods, processes and practices ultimately facilitate accurate project completion.
- Improved cost containment, which not only saves you time and money on a single project, but delivering a project within assigned allocations helps ensure resources remain available for other initiatives.

For many cities, implementing a new software solution can be challenging and extensive and ACTIVE wants your project to succeed as much as you do. Although a detailed business process review is required before including all project activities required by the City, the following contains a detailed overview of the various stages

(referred to as phases), along with their associated tasks. The guidelines presented below are recommendations based on most common types of client engagements, and as such, the City may wish to make adjustments based on specific operational requirements, size, and scope.



ACTIVE's Project Management approach is comprised of five main sections. Each pertains to one of the primary project stages in the project lifecycle: Initiation, Planning, Implementation, Deployment, and Closure. In turn, each phase will include a summary description and recommended timeline, followed by a list of associated activities and deliverables to be produced. It is important to note that, unless otherwise specified, the completion of the actions and deliverables referred to in this document are primarily the responsibility of the City. With the guidance of our Professional Services staff, this approach is the primary reference during the project's lifecycle to assist with planning, preparing, and completing the actions required for ACTIVE Net deployment.

Project Initiation

The Initiation Phase is the first phase in the project lifecycle and is represented by the conceptualization of the project. The project will begin to take shape as the project's objectives, scope, purpose and deliverables to be produced are defined. This phase normally begins up to 16 weeks in advance and is completed at least 10 weeks prior to Go-Live. Up to this point in time the primary contact for the City is the Sales Executive, who has assisted with arranging initial software, hardware and service purchases, along with finalization and sign-off of the sales contract. The Sales Executive will develop and distribute the contract and communicate key information to ACTIVE's Consulting Administration team. Once the contract has been approved and signed, the City will be asked to gather and provide some key information in order to allow ACTIVE's teams to prepare.

One of the first deliverables the City will be requested to prepare is a Project Charter. The Project Charter is a guiding document that will outline the purpose of the project, the way it will be structured, and how it will be successfully implemented. As the City is completing the Project Charter, a representative from ACTIVE's Consulting Administration team will contact the City to review information contained in your sales contract, along with some of the information contained in the key deliverables to be produced in the Planning Phase.

Project Planning

The Planning Phase follows the Initiation Phase and is the most important phase of the project. It is now time to undertake detailed planning to ensure that the activities performed in the Implementation Phase of the project are properly sequenced, resourced, executed and controlled. In this phase the City will assemble its project

team, identify scope, tasks, schedules, risks, quality and staffing needs and ensure that team members understand their responsibilities and expectations. During this phase, the project team is responsible for developing the project plan, thus ensuring that all the associated requirements are fulfilled and that adequate resources are available for the project. Typically, this phase begins up to 16 weeks in advance and is completed at least 8 weeks prior to Go-Live.

ACTIVE's Project Coordinator will be the main point of contact for initial project planning and ongoing project scheduling. The Coordinator will contact the City for a Welcome Call upon finalization of your Sales Contract to confirm some key information, including a review of key information contained in the Sales Contract, Project Charter and Implementation Planning Guide. This will enable ACTIVE to distribute key information to internal teams, propose implementation dates, and assign the necessary resources. ACTIVE's Project Coordinator will remain the primary contact for all formal scheduling matters and services preparation. Following initial assignment of service dates, the City will be contacted by one of ACTIVE's Project Consultants. They will assist with building an implementation agenda for activities in the following phase, as well as answering any questions pertaining to project planning. In addition, they will be working with City staff to conduct initial planning, confirm Project Team assignments, and assess the project focus and scope. Additionally, if the City wishes to engage in detailed marketing planning activities, ACTIVE's Marketing Services team may be consulted for guided assistance.

The first engagement between the consultant and the City is a Business Process Review (BPR) in order to provide an opportunity to review planning considerations in greater depth and disseminate detailed information regarding organizational composition, policies and procedures. This in turn provides greater flexibility to generate strategies and make adjustments prior to commencement of the following phase. Ideally, Business Process Reviews should precede formal implementation by several weeks and be completed before estimating the remaining training requirements as they are likely to bring to light new project information.

Since the proposed systems act as financial sub-ledgers (it allocates revenue automatically to GL accounts that correspond to those in your main financial system, SAP), the City's project Financial Representative should conduct an in-depth analysis of accounting practices in comparison to existing organizational procedures. It will also be important to document how the proposed systems will work in tandem with the accounting and budgeting systems already in place. This work can happen concurrently with the BPR.

Shortly after BPR is complete, a Project Plan will be developed to guide the project execution and conduct. The primary uses of the project plan are to document project execution techniques, facilitate communication among stakeholders, and enforce project control guidelines.

Project Roles

Prior to commencement of the Implementation Phase, it is important to identify staff roles as they will pertain to the project as well as the future operation of the proposed POS and RRS systems. During the next phase, the appropriate staff should be present to contribute, recommend, and discuss options since there will be numerous opportunities to review and revise business processes that may no longer be suitable for the City. The project itself should be led by a Project Manager, an individual who maintains primary responsibility within the City for the implementation.

Although a Project Manager can be appointed prior to the Planning Phase, they will need to be appointed prior to the establishment of the project team. The Project Manager documents a detailed job description for each project role and appoints a human resource to each role based on their relevant skills and experience. Once the team is “fully resourced,” the project office is ready to be launched. Following is a list of the minimum staffing requirements for the project office:

| Role | Description |
|--------------------------------|---|
| Project Manager | The Project Manager maintains primary responsibility within the organization for the successful implementation of ACTIVE Net, managing the Project Team in the accomplishment of this task. |
| Primary System Administrator | The individual with administrative access to all functionality within ACTIVE Net. This person will control what can and cannot be performed by end users, and who will administer business policies within the software. This individual will also be the primary point of contact for the ACTIVE Net Support Team. For many cities, this individual will also fulfill the responsibilities of Project Manager. This role should not necessarily be allocated to an individual who is strictly technology oriented or strictly business oriented, but one who maintains a reasonably balanced role. This person MUST be present throughout the duration of the project. |
| Secondary System Administrator | The ACTIVE Net System Administrator is key to the long term success of the implementation, so it is important to identify at least one backup (two is preferred). |
| Documentation Manager | The Documentation Manager is responsible for producing organization-specific manuals and references. This individual should have strong writing skills and a thorough understanding of organizational processes and how they will relate to use of ACTIVE Net. |
| Financial Representative | It is important to ensure that a designated Financial Representative is in place to monitor ACTIVE Net Accounting functionality. A selection of reports are available within ACTIVE Net for this purpose and they should be reviewed on a daily, weekly and/or monthly basis by the selected individual to ensure that end users are performing |

| | |
|--------------------------|--|
| | transactions correctly, that the ACTIVE Net System Administrator has setup the system according to your organization’s needs, and that the financial data within ACTIVE Net is accurate and pertinent. |
| Technical Representative | This individual should be available “on call” during the lifespan of the software to assist with internet connectivity, database management, ACTIVE Net website upgrades, workstation and peripheral installations. The Project Consultant and Support Team may need to correspond with this individual on an as-needed basis to exchange technical notes, address network issues and revise security permissions. |
| Implementation Analyst | The Implementation Analyst is responsible for conducting business analysis, preparing documentation and performing administrator and end-user training. The Implementation Analyst may also contribute effort to technical assistance as necessary. |
| Integration Analyst | Integration Analysts are assigned to develop specifications and coordinate the development of integration connectors between ACTIVE Payment Manager and any third party applications (PeopleSoft, Oracle CCB, Mantra). They create integration documents for each application, specifying how and what data is to be transferred and determining deliverables from each party. Integration Analysts are responsible for the installation of all software modules and databases, creation of test plans and setting up the integration for testing. As technical analysts they are responsible for the installation of our software, data conversion and importing legacy data into our system, if necessary. |

Project Implementation

The Implementation Phase marks the official start of the implementation project. The activities in this phase help identify the decisions the City must make that will guide the implementation. Building on the deliverables created during the Planning Phase, this phase consists of configuring the proposed systems for the City’s specific requirements, including the completion of any related integration and data migration tasks identified previously. In addition, each module is tested and verified, core team training is conducted and user documentation is drafted for ongoing reference. The Project Manager is responsible for project administration and performance measurement, which includes finding variances between planned and actual work, cost and schedule, as well as providing a Project Status Report (if required) to all key stakeholders. Typically, this phase begins up to 12 weeks in advance and is completed at least 2 weeks prior to Go-Live.

ACTIVE’s Project Consultant will be working with the City at this time to advance planning activities, conduct formal configuration and training services, and adjust

scheduling as necessary. Upon conclusion, the City will be requested to complete a customer feedback survey after services have formally concluded.

The implementation process for each functional module in the POS and RRS systems follows a standard model for each major business unit in the City, where a business unit can be defined as a group of 10 staff or less who practice business processes distinct from other groups. In order to help determine the implementation schedule when building the Project Plan, the City may wish to consider listing all City departments and modules in tandem with the expected service components:

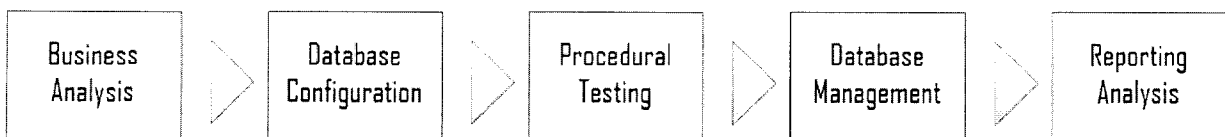
Configuration Planning

For larger organizations, like the City of San Antonio, that span multiple geographic areas and/or business units, Configuration Planning may be incorporated into the Implementation Phase. Configuration Planning normally consists of a number of planning sessions that examine system settings on a more granular level in order to determine and test various configuration options to present to the relevant stakeholders. Before commencing configuration, there are a number of elements that could have a potentially significant impact on how your information is recorded and organized in your databases, for example:

- Methods for entering, organizing and grouping Customer Records;
- Policies regarding information collection and storage for transactional data;
- Categorization schemes for organizing Facility, Activity, League, and Point of Sale records; and
- Nomenclature standards and numbering formats for various records such as Activity Records and Gift Certificates.

Once consensus is achieved on the configuration strategy, the following implementation sessions may be conducted more efficiently. This task should ideally be completed 1-2 weeks prior to formal implementation of each proposed system's modules.

Implementation Services



This task refers to the formally scheduled implementation sessions conducted with the Project Consultant. These are preferably conducted onsite at the City's offices, but may be conducted remotely using a variety of web conferencing tools. Implementation sessions will involve a series of planning meetings, business analysis, configuration, data entry, and procedural instruction. Each module is completed separately and structured so as to build on the prior material in the most effective manner. It is important to note that a minimal portion of the time during these sessions will consist of rote data entry. The POS and RRS systems are not installed with all of the City's unique requirements pre-configured, and thus the primary focus for the Project Consultant will

be to ensure that these settings are properly determined. This task should ideally be completed 6-8 weeks prior to Go-Live.

Data Entry and Auditing

Once formal implementation has been completed, the project staff will need to complete a number of immediate follow-up tasks, including any remaining data entry required for the systems. Unless dedicated services are pre-arranged by the City, this task is conducted exclusively by City staff and should be completed 5-6 weeks prior to Go-Live.

After the majority of the required data has been entered, it should be audited for accuracy, consistency, completeness, and currency. This task will involve a detailed review of the various list reports available, ensuring that the appropriate data linkages are created and business rules are enforced. These reports include the following:

- System Users Report (for Users);
- Customer, Company, and Instructor Listings (for Population details);
- Charge Matrix Report (for Facility Reservation fees);
- Activity Overview and Activity Text Reports (for Activity Registration details);
- Session and Program Reports (for Flexible Registration details);
- Package Basics and Package Text Reports (for Membership Package details);
and
- Inventory Report (for Point of Sale Product details).

Once this task has been completed, an Audit Assessment is produced, which is a consolidated list of audit results used as a reference for completing additional data entry and correction.

Project Deployment

The Deployment Phase is concerned with ensuring that the City is fully trained and prepared to use the proposed systems, leading up to and following "Go Live," or begin formally transacting with the software. Here the City will prepare and deliver final system testing and end-user training plans as part of the finalized deployment plan, perform final installations, complete remaining procedural documentation, conduct a system security review, and ensure that ongoing administrative maintenance procedures are in place. Finally, the City will verify that deployment, operational support, and maintenance resources have been met and complete all remaining Go-Live activities in order to launch the new system. This phase normally begins up to 4 weeks in advance and is completed at most 2 weeks after Go-Live.

Moving forward, your Sales Executive will serve as the primary point of contact for any non-support related information. They will assume responsibilities for ongoing purchasing assistance, contractual questions, and general inquiries. They will conduct check-in calls, provide ongoing information on new products and services, and review business requirements. Additionally, ACTIVE's Customer Support team will be the primary point of contact for all support related issues. ACTIVE's Support Analysts will grant access to the Customer Care Portal, answer questions regarding supported

software and hardware, log new functionality requests, and dispense technical advice as required.

In addition to the end-user training that occurs during the Deployment phase, several other initiatives are underway concurrently:

Marketing Plan Execution

The Marketing team will be available on an ongoing basis to assist with any online marketing initiatives the City may be interested in planning. This is initially developed in the Planning Phase to guide the conduct of the day-to-day marketing activities. Implementation of the plan may occur as early as the Implementation Phase, and can extend well beyond Go-Live depending on the City's specific requirements.

Training Plan Execution

This task refers to the delivery of the training outlined in the Training Plans and Lesson Plans referred to in the Planning Phase. As orientation and practice sessions are conducted for all City staff, the Training Assessment templates may be completed to assist in tracking each staff member's training requirements and performance.

Deployment Plan Execution

The Deployment Plan (also initially developed in the Planning Phase) is a step by step guide on the activities that need to occur in the final stages of a project prior to Go-Live. At this point, the plan should be reviewed with the entire project team and distributed to all project team members to use as a reference during the Deployment Phase. Regularly scheduled project team status meetings will also help keep the lines of communication open and mitigate any delays or unforeseen circumstances that may arise.

Readiness Assessment

The Readiness Assessment consists of an abbreviated review of major software tasks and functions conducted in order to evaluate the City's readiness for Go-Live. In addition, it will be necessary to identify the ongoing database maintenance tasks required for the City using the Administrative Task List template (provided by your Project Consultant). This document serves as an operational reference list of maintenance procedures performed on an ongoing basis in order to optimize the use of the systems. This assessment should be led by the Project Manager and at a minimum, include the following:

- Confirmation that System and Financial Settings are consistent with City business processes;
- Confirmation that System User and Security Profile Settings are consistent with City business processes;
- Confirmation of the primary module settings, including those pertaining to Web Administration; and
- Confirmation of primary data entities to ensure that the information entered is consistent with City business processes.

If the City's System Administrator(s) and/or Primary System Users are not comfortable with the above tasks in the systems, it is strongly recommended that additional training is conducted prior to Go-Live.

Soft Launch

The Soft Launch is an abbreviated type of release where the software is released incrementally with little fanfare, initially to a limited audience. Normally a Soft Launch is conducted for Public Access features, but could potentially be employed for Front Desk components as well. Typically little or no marketing support is required. Some cities prefer to begin with a soft launch to test the response from staff and/or customers regarding one or more specific features. To collect and aggregate this information, City project team may wish to design specific User and/or Customer Feedback Forms. Any design flaws that emerge during this time can be corrected before the product is given a wider release, thus helping to prevent costly and time-consuming mistakes.

Go-Live

Go-Live is the point at which the systems are "switched on" and used to perform transactions for customers. This represents the primary deliverable from the Deployment phase, as the activities in this phase prepare the infrastructure, application environment, and end-users for use of the new software. Once the City completes Go-Live, ACTIVE's Support Team will act as the resource for technical assistance and guidance as required, and City staff may access the ACTIVE Support Portal for additional information and resources. In addition, the Sales Executive will be the main contact moving forward for information on new products and services, as well as purchasing assistance.

Project Closure

The Closure Phase is the last phase of the Project Life Cycle. The commencement of the Project Closure Phase is determined by the completion of all project objectives as detailed in the Project Charter. It consists mainly of collecting, completing, and archiving all project records. The outputs from Project Closure Phase also provide a useful reference point for executing similar projects with much more efficiency and control. Final documentation requirements are completed, and dedicated project staff members resume their primary functions within the City. This phase normally begins at least 2 weeks following Go-Live, and is normally completed up to 4 weeks after Go-Live.

The last deliverable before closing the project is that Project Evaluation report is developed by the Project Consultant documenting the main issues resolved and lessons learned regarding the project. This will assist the City when conducting similar projects in the future. The main topics to be addressed include scope, budget, timeline, quality, and risk management, along with key accomplishments, opportunities for improvement, future considerations, and best practices.

Communication Management

A Communication Plan will be developed during the Initiation Phase of the Project Life Cycle in order to plan how to communicate most efficiently and effectively to the key

stakeholders involved. These stakeholders include any person or group who can be positively or negatively impacted by, or cause an impact on the project. Stakeholder Analysis is the process of identifying these parties, and sorting them according to their impact on the project and the impact the project will have on them. This can be done once or on a regular basis to track changes in stakeholder attitudes over time. The process ensures that their needs are represented and their requirements are addressed. Ultimately, Stakeholder Analysis has the goal of developing cooperation between the stakeholders and the project team and assuring successful outcomes for the project.

The Plan will identify the type of information to be distributed, the methods of distributing information to stakeholders, frequency of distribution and responsibilities of each person in the project team for distributing information regularly to stakeholders. Thus, it helps ensure that project information is delivered in the right format, at the right time, and with the right impact.

Issues, Action Items and Risk Management

Risks are an inherent value in any project, large or small, and having a plan to document them is crucial in resolving them and mitigating future instances. Risk Management is not confined to a single part of the project and the ACTIVE Project Consultant is tasked with examining them and deciding what actions to take to minimize disruptions to the plans. It is based on a structured approach to thinking through threats, followed by an evaluation of the probability and cost of events occurring. As such, it will also help decide whether the strategies the City could use to control risk are cost-effective.

Foreseeable project risks will then be documented within a Risk Plan and a set of actions to be taken formulated to both prevent each risk from occurring and reduce the impact of the risk should it eventuate. Developing a clear Risk Plan is an important activity within the Planning Phase as it is necessary to mitigate all critical project risks prior to entering the Implementation Phase of the project. While the Project Consultant will be uncovering risks throughout the project, it is important for City staff to use the Risk Assessment template provided by the Project Consultant to record and analyze the risks faced by the City and decide what actions to take to minimize disruptions to the project. Risks will be highlighted by the Project Consultant throughout the implementation and summarized weekly for the purpose of assigning action items and deliverables for key stakeholders involved.

5. Describe a detailed training plan including a planned curriculum, including course name, course length, intended audience, and location. The proposed plan should address training for end user operators, managers and technical support staff, as applicable. Respondent shall provide a recommended training plan to include estimated timing and outline Respondent responsibilities and City responsibilities for training. Any training items proposed in this response but not included in the Implementation Cost on the Pricing Schedule but must be included in All Other Costs on the Pricing Schedule.

Approach

Effective training allows successful use and desired outputs of any software. It is through effective training that key persons (those who will be using the system themselves as well as training future staff) become comfortable and confident with it and are able to experience and make sure of the full depth and breadth of the product.

“Training” not only includes the training of City staff, but also evaluating current business practices, working with the team to achieve consistency amongst procedures, development of a software implementation plan based on the constraints and parameters the City is currently bound by. ACTIVE advocates a “Train-the-Trainer” approach, where the key stakeholders involved in the project will, after the Closure Phase, become comfortable educating any part-time staff, system maintenance, updating and reporting.

Upon implementation of the software, the Project Consultant will create a trainer database with populated from information in the live database. This database allows City staff to train on a replica database in a safe environment. This trainer database is also beneficial for new staff members to learn the systems without corrupting the live database.

High Level Training Plan

In order to prepare a suitable environment for formal scheduled training sessions in the Implementation Phase, the following is required:

- An appropriate number of workstations and Internet connectivity (one person per workstation is ideal);
- A workstation compatible projector is also strongly recommended for ease of instruction;
- A dry erase whiteboard and/or portable flip chart;
- In the case of remote implementations conducted via teleconference, a conference line or speaker phone;
- Peripheral hardware (sometimes utilized for the Point of Sale or Membership modules) should also be present as necessary.
- All workstations used for training should be able to access Cisco WebEx, the utility that ACTIVE uses for remote implementations.

In order to have a successful training session, Project Staff is required to gather the following information prior to formally scheduled implementation sessions. Electronic copies are preferred or references to the appropriate location on the City website. This information should be provided to the Project Consultant as early as possible. For the RRS (ACTIVE Net), the following is required:

| Module | Requirements |
|-------------------------|--|
| General Settings | <ul style="list-style-type: none"> • General Ledger chart of accounts (the accounts that revenue is credited to and debited from including accounts receivable, accounts payable, and expense accounts) • Staff User list (internal employees who will be using the ACTIVE |

| | |
|-------------------------------|---|
| | <p>Net)</p> <ul style="list-style-type: none"> • Location information (addresses and hours of operation for properties) • Logo for your organization (preferably in .jpg or .gif format) • Policies and customer waivers • Tax information (if applicable) |
| Facility Settings | <ul style="list-style-type: none"> • Facilities that are available for permit reservations or scheduling of activities and leagues, including addresses, hours of operation, capacities, and reservation restrictions • Facility-related disclaimers, contracts/permits, and waiver samples • Facility-related fees and discounts • Important facility amenities (e.g. lighting, bleachers, restrooms) • A list of event types (e.g. parties, weddings, after-school programs) • A list of facility types (e.g. meeting rooms, pools, gyms, picnic areas) • Any additional information recorded during the permit creation process (i.e. special information to be gathered while reserving a facility, for example: "Would you like to rent extra tables?") |
| Registration Settings | <ul style="list-style-type: none"> • Current registration forms • Activity brochure including all fees, dates, times and descriptions • Activity-related fees and discounts • Instructor list including contact information • Instructor payment information (if applicable) • Activity categories (e.g. aquatics, camps, fitness, enrichment) • Activity-related waivers • Any additional information recorded during the registration process (i.e. special information to be gathered while enrolling, for example: "What is your T-Shirt size?") |
| Membership Settings | <ul style="list-style-type: none"> • Entry points (i.e. physical locations where membership passes can be scanned) • Membership package categories • Membership package information (e.g. usage restrictions, terms, fees) • Information and images to be included on your membership passes |
| Point of Sale Settings | <ul style="list-style-type: none"> • Merchandise and miscellaneous item details (e.g. apparel, concession items, admissions) • Categories used to group items |
| League Settings | <ul style="list-style-type: none"> • Current registration forms • League schedule information including all fees, dates, times and descriptions • League categories (e.g. Adult, Youth) • Game Official list including contact information |

Additionally, ACTIVE also views user training as an opportunity to reinforce City protocols and expectations for the use of the new system. Training will cover the implementation of any necessary software components (database, internet server, client station, POS hardware, payment server or telephone server).

The initial training includes defining the overall structure that best suits the organization's cash handling best practices created in the Business Process / workflow analysis review. From this, with some key users, we will set up locations, workstations, items, map touch screen layouts, etc. Basically enter all the necessary data and structures to run the business.

ACTIVE will adhere to a train the trainer approach to ensure the most efficient and cost effective training possible for the city. This approach allows us to train a core group of "experts" who at the end of the training will have all the skills and knowledge to train other users throughout the City on the system. The train the trainer approach assists in a timely and cost effective training plan and provides the City with the ability to train all future users of the system.

Upon installation and training and prior to targeted Go-Live date the end users will be asked to enter transactions in a test environment based on scripts that will mimic standard transactions, potential problem transactions, error handling and will also encompass end of day procedures that account for any and all potential eventualities. In addition, sample exports to the financial system and Third Party subsystems will be put in place in order to receive confirmation of successful import from the vendor. In the case of real time API's, transactions will be sent real time and confirmation received from the vendor of the sanctity of these transactions. This will also provide a good opportunity for iterations of the Workflow document and making any necessary changes. Once all parties are satisfied with the results, Go-Live may be easily targeted.

ACTIVE has designed its training program to ensure that the City's system users can configure, operate, administer, and grow the system with complete confidence and success after the launch.

Principle: "Configure" both the software and the training program to fit your organization

ACTIVE consultants work with your key personnel to fit the training program to the specific financial processes and organizational protocols users must follow when using the software as the software is configured. This flows from the business process and "best practices" review conducted with City staff in the Initial Phase of the project. From there, a comprehensive set of training scripts is created to cover relevant, real-world scenarios. ACTIVE also co-presents with City staff to ensure that trainees fully understand the technical aspects and the City's expectations for using the system.

Approach: Train the Trainer

This approach establishes a cadre of experts within the City that empowers your users with the most self-sustaining, efficient, cost effective, and dependable resource of knowledge and skills possible over the long term.

Focus: User groups

ACTIVE gears training modules to specific user groups so that end users, administrators, IT/technical staff, and “super users” have curricula and scenarios suited to their roles. This ensures the highest degree of relevant skill in the shortest amount of time for all participants and allows an efficient budgeting of your staff’s time and effort.

Curriculum

ACTIVE conducts training sessions onsite at City facilities. The sessions require a training/meeting room with a computer and Internet access for each trainee, and a PC and projector for the instructor. Training sessions are 2-3 hours in length and cover an introduction to the integrated cashiering functionality, the key processes for cashiering, recreation management functionality and walks students through hands-on exercises for Cashiers, Supervisors, Customer Service Representatives, Technical Staff and Finance. Training sessions are limited to 10 students per session to ensure that all of the appropriate content can be covered within the allocated time.

Go Live Support

An ACTIVE consultant will be on site to ensure that the first rollouts go smoothly. This will involve full availability to user and system issues as they occur and provide you with the comfort that experience and domain knowledge brings.

Refresher Training / Follow Up

The initial training and set up is usually a very intense time for the users. ACTIVE recommends follow up training be scheduled 6 – 8 weeks after the go live date. This gives users time to get used to the new application and procedures. This training can be used to clean off some of the rough edges, review some of the advanced features and clean up any needed user documentation (cheat sheets).

Critical to the success of the implementation, the Training phase starts early in the project and continues until the end. ACTIVE divides training into specific sections based on the type of user, and each section consists of modules covering various elements of the application.

Training and Go-Live Expectations

- Conducted on site
- Involves consultants from ACTIVE, City Finance/Treasury, IT, Parks and Recreation, system administrators and end users for affected departments in the City
- Administrators receive training fairly early in the implementation
- Users are divided in groups of 8-10
- Detailed training syllabuses will be sent 2 to 4 weeks in advance of the training
- Training is done by department to allow us to show real life examples for each group

- Training packages and effort are directly proportional to the number of users being trained
- Training duration can be shortened by adding multiple consultants to train simultaneously
- Training on average takes 2-3 hours per group. Each department needs to be split into 2 groups to accommodate keeping the location open. Supervisor training can be done in a single group since the processes should be the same for all supervisors. Note, it is recommended that an IT and Finance representative attend 1 of the end user training sessions
- Training will be staggered according to the system rollout schedule determined during the project planning phase

Ideal Class Size

The ideal class size for all training sessions is 8-10 people. Depending on the City's available training facilities, it may be possible to accommodate more than one session simultaneously by using more than one ACTIVE trainer at a time.

Continuing Training

ACTIVE strongly recommends continuing training in a few key areas:

- Refresher training can be useful for business units that require additional training after go live. Typically, reasons for this might include the gradual expansion of the system within a department or a sudden planned increase in the sophistication of the configuration of the system by a department.
- Upgrade training is useful to expose Administrators/"Super Users" to new features that are released in the software throughout a given year. Given remotely, this training will give Administrators/"Super Users" a better perspective on how and where to use the new functionality.
- Integration training is useful to transfer knowledge about how to integrate the solution with other applications. When the City is ready to establish integration to other enterprise applications, ACTIVE can work with technical staff to establish daily operational self-sufficiency with the integration.

Training Environment

ACTIVE strongly recommend that training during the implementation be conducted on site. ACTIVE will establish a training instance of the system that will be periodically refreshed with the production database in progress to ensure as realistic a training environment as possible. Typically, this is installed on the same server as the production instance.

Additional Training Tools

Payment Manager contains context sensitive help files that are available to all users. Help files are accessed from any screen within Payment Manager and will display information relevant to the current screen. Additionally, ACTIVE offers continuing training via remote delivery (WebEx).

6. Discuss your approach to designing the new business processes for POS and RRS at the City.

Super Users (Administrators) are provided with procedural descriptions capturing all necessary operations to take ownership of the solution. These descriptions are typically found within an Implementation Review document that will also capture all core configuration settings and any special processes that the City needs to be aware of.

End Users shall receive Quick Start Guides that are easy to follow “how to” guides covering off the most important functionality of the application. All functionality is covered within an online help system that can be easily accessed from anywhere within the application. ACTIVE will also supply detailed user guides updated with City screens and procedures.

The Payment Manager solution is accompanied by detailed documentation, which is included with the software at no additional cost to the City. The City has the flexibility to print and distribute the documentation as necessary for its internal use of Payment Manager.

Every time there is a new release, hot fix, or update available, ACTIVE alerts its clients with an email that contains the relevant documentation including release notes on additional enhancements, features, and fixes. We also make all releases available for down from our secure FTP site at no cost.

Documentation is provided both as hardcopy and electronically. The following is a sample of the documentation that comes with Payment Manager that will make adopting new business processes for POS and RRS easier:

| Documentation | Brief Description |
|---|--|
| Technical Installation Documentation & Guide | ACTIVE provides a 450-page manual in digital PDF format that can be printed in any quantity for the City’s internal use. |
| Export / Import Guide for Technical Administrators | ACTIVE provides a 450-page manual in digital PDF format that can be printed in any quantity for the City’s internal use. |
| SuperUser / System Administrator Manual (Implementation Review Document) | Procedural descriptions of all operations that SuperUsers need to take ownership of the solution. Also describes all core configuration settings and any special processes that these users might encounter. |
| Standard Project Documentation (Project Plan, Business Process Review Summary, Implementation Review) | All documentation such as project plan, week in reviews, BPR summary, etc. will be provided during the implementation. |
| User Training Workbooks | Customized to the specific financial |

| | |
|--|---|
| | processes and organizational protocols your users must follow when using the software, these are a comprehensive set of training scripts that cover relevant, real-world scenarios. |
| Quick Start Guides (User Guides for End Users) | Easy-to-follow “how to” guides covering the most important and common functionality of the application. |
| Online Help (for End Users) | The system’s context sensitive online help system covers all functionality with easy access from anywhere within the application. |

a. What services will your firm provide to support the City in improving its process for POS and RRS?

The Business Process Review (BPR) is the first engagement between ACTIVE implementation staff and the City in order to provide an opportunity to review planning considerations in greater depth and disseminate detailed information regarding organizational composition, policies and procedures. This in turn provides greater flexibility to generate strategies and make adjustments prior to implementation. An additional purpose of the BPR is to survey, discuss and record the current business processes and identify where improvements can be made and risks can be mitigated. The findings from the BPR are employed during project planning and eventually contribute to the implementation and rollout of each system.

b. What best practice process documentation can you provide to support the City in taking advantage of the proposed new solution?

Standard Documentation

ACTIVE provides a selection of formatted templates to assist the City in building a documentation library, both for managing the project as well as for ongoing operation and maintenance of the proposed systems. However, in some cases, the City may need to create documentation to meet your specific requirements. At a minimum, Quick Reference Guides will be produced, which include detailed instructions for completing the most common customer-facing procedures. In addition, the systems have built-in, interactive manuals, which provide hundreds of pages of help that can be accessed by users at any point in the system.

Documentation Developed for COSA

Training Plan:

The Project Consultant will develop a Training Plan for the City that is intended to record the technical and procedural training requirements for organizational staff. It is essential to have a written plan before developing task-specific lesson plans and then later, working with employees on developing training assessments. Depending on the complexity of the City's training requirements, the City may elect to produce a number of Training Plans, with each directed towards a specific functional area or staff group. In turn, each Training Plan will be comprised of a number of individual lessons. The Project Consultant will provide the Training Plan template.

The Training Plan will serve two purposes:

- It can be shared with management. A commitment from management to support training is crucial to the success of the program, and managers need to know what they are committing to.
- It serves as a benchmark for measuring the effectiveness of training activities. With a training plan, the City can more effectively assess the quality of the training and the benefits that result.

TRAINING PLAN

Overall Training Objective
 Describe the overall objective of the training that is to be developed. This objective should be clear, measurable, specific, and attainable to allow the training to be tracked.

Training Component(s) Addressed
 Describe the technical knowledge, skills, and abilities that the training is intended to address. This should include the specific tasks, functions, and processes that the training is intended to address.

MEETING LOGISTICS

| Item | Description |
|-----------|-------------|
| Date | |
| Time | |
| Location | |
| Attendees | |

ASSIGNMENTS

| Assignee | Task | Start | End |
|-----------------|------|-------|-----|
| Participant | | | |
| Trainer | | | |
| Other Assignees | | | |

ASSIGNMENT TORQUE
 Assign training agents with time allocated from their respective agency.

| Agency | Time | Rate |
|-----------|------|------|
| Agency 1 | | |
| Agency 2 | | |
| Agency 3 | | |
| Agency 4 | | |
| Agency 5 | | |
| Agency 6 | | |
| Agency 7 | | |
| Agency 8 | | |
| Agency 9 | | |
| Agency 10 | | |

Project Plan:

The Project Consultant will be providing a Project Plan, which is critical for the success of the implementation. It establishes the direction of the project, provides management with a tool for ensuring project is well defined for success, and informs stakeholders in advance what they can expect from the project. The primary uses of the project plan are to document project execution techniques, facilitate communication among stakeholders, and enforce project control guidelines. It establishes a foundation for measuring project progress, performance, and quality.

PROJECT MANAGEMENT APPROACH
 This section defines the project management approach to be used for the project. It should include the project management methodology, the project management tools and techniques, and the project management roles and responsibilities.

SCOPE CONTROL PROCESS
 This section describes the process for controlling the project scope. It should include the process for identifying, analyzing, and controlling the project scope, and the process for managing the project scope changes.

SCHEDULE CONTROL PROCESS
 This section describes the process for controlling the project schedule. It should include the process for identifying, analyzing, and controlling the project schedule, and the process for managing the project schedule changes.

QUALITY MANAGEMENT PROCESS
 This section describes the process for managing the project quality. It should include the process for identifying, analyzing, and controlling the project quality, and the process for managing the project quality changes.

HUMAN RESOURCE MANAGEMENT PROCESS
 This section describes the process for managing the project human resources. It should include the process for identifying, analyzing, and controlling the project human resources, and the process for managing the project human resources changes.

INFORMATION MANAGEMENT PROCESS
 This section describes the process for managing the project information. It should include the process for identifying, analyzing, and controlling the project information, and the process for managing the project information changes.

RISK MANAGEMENT PROCESS
 This section describes the process for managing the project risk. It should include the process for identifying, analyzing, and controlling the project risk, and the process for managing the project risk changes.

The plan often changes as the project evolves through its life cycle. It references components that detail the major work processes and products used to accomplish the project, and provides guidance on the development and review of project scope,

objectives; project approach; assumptions used in developing the estimates and preparing the planning documents; methods for defining and scheduling project tasks; resource requirements, priorities and alternative approaches.

Deployment Plan

The ACTIVE Project Manager will be responsible for defining a deployment strategy and plan for the software. This plan is comprised of two sections (in addition to the project identification information): the Deployment Strategy and the Deployment Plan.

The Deployment Strategy section is used to formulate a deployment approach for the software and is completed early in the project. Included in the deployment strategy is timeline information, a description of the deployment approach, and associated benefits, assumptions and risks.

The Deployment Plan section contains detailed schedule, resource, technical, and support information necessary for successful deployment of the software. Included in the Deployment Plan is schedule and resource information, the engagement and promotion strategy, deployment methods, technology infrastructure and support considerations, deployment testing and training requirement, and any known conflicts or issues with the software.

This document will be compiled by the Project Manager and reviewed with the entire project team prior to commencement of deployment activities. Timing of this activity will depend on the project schedule. Once it has been reviewed it must be distributed to all project team members to use as a reference during this critical phase.

Bi-Weekly Status Reports

The ACTIVE Project Consultant will be providing bi-weekly status reports to summarize the work performed in end-user training and to identify project risks. This document will evolve as the project does and provide updates on risk mitigation, action items and deliverables for each session.

Initial Implementation Agenda:

The ACTIVE Project Manager will be providing an Initial Implementation Agenda to the project team, which will define the implementation schedule. The objectives and scope of the implementation will be presented along with the key stakeholders involved.

In addition, a detailed daily schedule will be created to reflect key tasks performed throughout the day and will specify the resources required for each one.

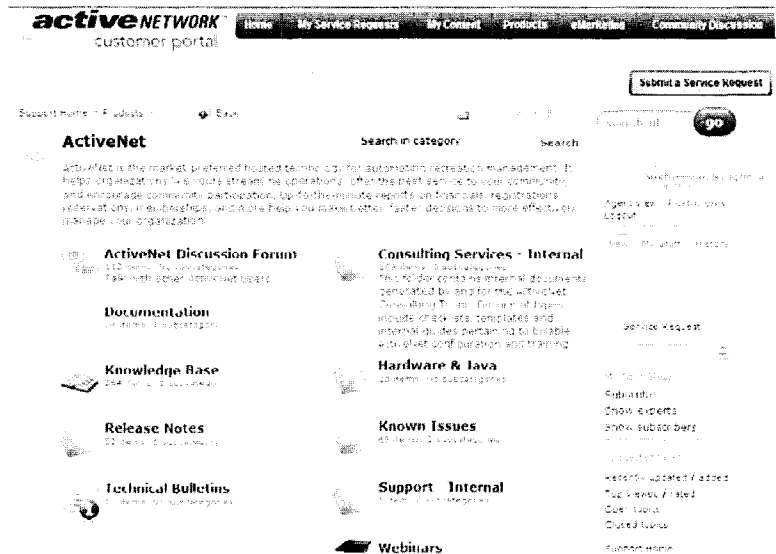


DAY 1: PROJECT LAUNCH AND GENERAL SETTINGS CONFIGURATION

| TIME | TASK | RESOURCES |
|---------------|--|--|
| 8:30 - 9:30 | Project Launch Meeting • General overview, introductions, review of project PM scope, requirements, objectives and general risks • Establishment of break times and the overall agenda | Project Team IT Representatives, Finance Representatives |
| 9:30 - 11:30 | Introduction to ActiveNet • Demonstration of implemented modules from the end-user perspective including an overview tour, a review of applicable transactions, the reports, interface and Public Access | Project Team IT Representatives, Finance Representatives |
| 11:30 - 12:00 | Workstation Setup • Configuration of ActiveNet local internet connectivity, user installation and desktop shortcuts | ActiveNet Support Administrators, IT Representatives |
| 12:00 - 1:30 | Lunch | |
| 1:30 - 4:30 | General Settings Configuration • Discussion in detail of determining customer profiles, standard transactions, business options, reporting needs and finance procedures • Tasks will involve an introduction to the Status Checks; and entry of general system settings, financial settings, business rules, GL accounts, customer types, address variables and marketing variables | Project Team Finance Representatives |
| 4:30 - 4:45 | End of Day Meeting • Q&A period and review of implementation notes • Review of completed items and expectations for next day | Project Team |

Documentation for City Staff:

ACTIVE provides all of its documentation pertaining to release notes, future fixes, versions and upgrades on the ACTIVE Customer Portal.



The Customer Portal is a great resource for the City Project Team to engage the expansive Knowledge Base, user discussion forums, technical bulletins and webinars.

ACTIVE’s Project Management team has resources dedicated to the continued evolution of documentation, manuals and templates. These updates are performed on as-needed basis pertaining to new versions, hot fixes and upgrades.

Accuracy of these updates is insured through an iterative process adopted by the ACTIVE Project Management team. Each update is assigned to a technical writer who passes through several review periods and a committee responsible for approval. Technical Support then reviews these updates for accuracy of information and technical details before final approval from the Project Management Manager.

7. Describe any city government best practices and lessons learned in reservation and registration systems.

We Identify with the Needs of Local Government

ACTIVE prides itself on its 30-plus years of focus in the city and county government market. Of the 55,000 customers using ACTIVE's solutions, over 2,000 are in local government. ACTIVE's products have been designed in conjunction with these customers to create solutions that meet the specific needs of the market. ACTIVE's products are specifically designed for government agencies to meet this market's unique needs and requirements. We love this market and our passion shows. Keeping the industry we love, alive, with strong products and services that foster healthy, active lifestyles is our goal.



We are the Only Provider with the Scale to Serve the Market Well

ACTIVE is in a unique position to be able to provide the City with professional expertise in recreation management, citywide cashing, future technologies and marketing resources to meet your current and future needs. Our solutions support participation and management of any sport, activity or event imaginable. Our marketing services deliver unprecedented access to the active customer. Our team of customer service professionals provides dedicated support for every organizer and consumer to assist with internet registration, solve payment processing issues or answer simple questions such as how to take a payment, book a facility or sell a membership.

The City will benefit from our knowledgeable and experienced consulting team, which has worked with some of the largest public and private agencies, providing them with all manner of services from business process reviews to project management to auditing a current system to conducting a fit analysis. ACTIVE's consultants have a vast wealth of knowledge in implementing our POS and RRS solutions with the goal of transferring all knowledge needed to City staff in order for you to become self-sufficient in managing and expanding your recreation presence.

ACTIVE is uniquely qualified to help you implement a high quality, low risk and cost effective business solution for your organization. At ACTIVE we build business partnerships based on the following factors:

Experience and Commitment to Long Term Success

ACTIVE brings over 30 years of experience to the City. From the very beginning; our success has always been tied to the success of our clients. To ensure on-going achievements, we recognize the importance for both parties to be engaged in a solid partnership. Starting from our initial contact, our team is committed to listening first, understanding your key issues next and only then, responding to your needs.

Technical Excellence

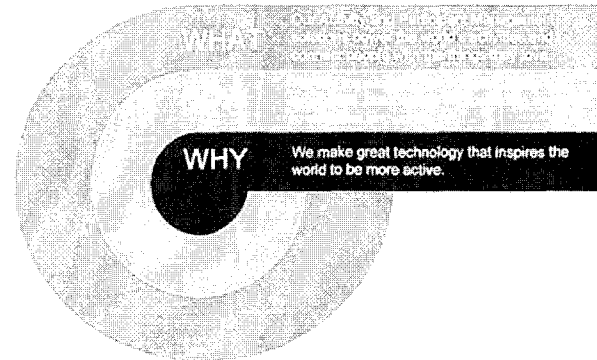
At ACTIVE, our intent is to deliver the best product at the right time – and the first time – to ensure your success. This means not just enthusiasm for doing a top-quality job, but also attention to detail in terms of innovation and design. We are constantly working to integrate the latest technological developments with trends and leading best practices in the Recreation Management industry. ACTIVE has been on the forefront of Software-as-a-Service (SaaS) for over 15 years and client-server for over 30 years, within the global recreation industry.

Commitment to Service and Support

While we strive for excellence in all areas of our business, our service and support sets us apart from the rest. We work to continuously exceed our customers' expectations. The reason is simple: the success of our customers is directly related back to our own success. By focusing our energies on forming solid relationships with our customers, we gather feedback integral to building a relevant and functional technology solution that will exactly meet your needs.

Our Commitment to You

ACTIVE recognizes that the City faces challenges unique to its drive for on-going success – the desire to provide greater service levels and the goal to automate operations allowing consistent practices. These challenges will create change that requires effective navigation as you travel this path. ACTIVE offers our experience and knowledge to assist in the delivery of recreational services to the City. Our solution is a vehicle allowing improved consistencies amongst all aspects of the department, and an enhanced experience for both staff and community together with the delivery of cost savings. As such, ACTIVE looks forward to the opportunity to be your partner of choice.



8. Describe any city government best practices and lessons learned in payment/cashiering systems.

ACTIVE is keenly aware of the issues that the City is facing in its business today having worked with so many similarly situated organizations helping them reduce costs, gain efficiencies, improve controls, and increase revenues. The following are a few of the best practices and lessons learned:

Cost Reduction & Gain Efficiencies

- Helping your customers with vastly improved service through a consolidated payment approach. ACTIVE has reduced the time it takes to perform a transaction by leveraging a consolidated shopping cart approach, and the tight business logic of our integrations. This result will allow your organization to free up customer service resources for other tasks.
- Eliminating lengthy processes for balancing, end of day and reconciliation. ACTIVE's Professional Services team will work with you to ensure a consistent business process across your entire enterprise, which has and will result in massive time savings related to balancing and end of day processes.
- Bi-Directional integration including tight business logic and workflow, ensure that the City's rules are enforced, data is accurately updated and you will no longer have to scour multiple systems to determine receivable data.

Improve Controls

- Payment Manager provides transparency of cashiering activity through detailed transaction, usage and security override logging. Our customers have used the tight controls in the solution to uncover unfavorable practices and fraud.
- Tight end of day workflows will control balancing and media totals ensuring full accountability for the cashier and full audit tracking for the organization.

Increase Revenues

- Payment Manager employs intelligent logic as part of our integration methodology that will pull a broad array of receivables rather than just a point-to-point integration. This allows the City to inform your constituents of amounts owing above and beyond the payment in question, thus further allowing you to increase collections, improve speed of collection and allow your constituents to avoid additional fines, late fees, and unexpected court appearances.

There are very few firms that will offer the size, capability and overall peace of mind that ACTIVE can offer. Additional benefits of moving forward with ACTIVE include:

PCI-DSS Certified Solution

- Payment Manager gives you the peace of mind of a Validated Payment Application
- ACTIVE has worked tirelessly with the PCI Security Standards Council to develop applications that meet their most exacting standards

- Our experienced Professional Services team understands how to implement these best practices within the walls of our solution to ensure you maintain security of all card data within your enterprise
- The following link lists certified payment application providers per the PCI Security Standards Council: <http://bit.ly/eabdSm> (Search ACTIVE Network for our current and prior listings)

Total and Complete Enterprise Solution

- One of the clear benefits of ACTIVE's solution is that every component required by the City to realize the benefits of an enterprise payment management solution is developed by ACTIVE
- ACTIVE does not require any third-party components to provide the City with our industry leading payment management solution for the base project or for any future phases.
- ACTIVE'S integrated solution can manage payments over all channels, if required, including over-the-counter (OTC), web, drop boxes, bank payments and mail-ins.
- For internet based payments, clients can use *ACTIVE's Point of Sale* web technology that leverages all of the integration built to your back end systems and as a module of ACTIVE Payment Manager, feeds directly into the system sub ledger. Thus, your audit trail, reporting and business rules are enforced across all channels without need for any additional customization.

Proven Integration Approach and Successes

- ACTIVE can provide the City with a wide variety of proven integration methodologies and tools that no other Point of Sale vendor can provide. Integration requirements vary by business system and payment processing workflow, sometimes requiring different integration methods and tools.
- ACTIVE has a dedicated team of integration specialists that have created in excess of 200 unique integration connectors between our enterprise applications and back end business systems and we continue to support all of these for our clients today.
- ACTIVE can use a variety of integration methodologies to achieve integration, including utilizing our own proprietary middleware solution, Databroker, web services, flat file, stored procedures and enterprise bus

Domain and Project Expertise in Cashiering Management

- ACTIVE has decades of combined experience in delivering payment management solutions to the public sector. We have:
 - More than 4,000 Point of Sale (POS) licenses in place;
 - 1,000 clients using ACTIVE's POS; and
 - 800 clients using some form of web payment.
- Our team members have implemented our integrated payment management solution in some of the largest and most complex government agencies in North America. All of our resources are ACTIVE employees, so you not only get the

benefit of direct and similar project experience, you also get the accountability you deserve from your project team.

“Evergreen Policy”

- Unique to ACTIVE, this policy ensures that you will **never need to re-purchase** the software. The provision of new releases and versions of the modules in use – including appropriate documentation – will be sent to the customer without additional charge. All versions are created to Microsoft standards and open ODBC standards so you can be assured of continued compatibility and high quality with every release.
- This also pertains to our integration connectors. ACTIVE strives to remove the burden of managing the multiple parties involved in creating the integration connectors by taking the lead in the development of these. In addition, once created and implemented it is ACTIVE responsibility for the support and maintenance of these connectors whether upgrading our system or that of the other vendors.

9. Based on your experience with other clients, what revenue enhancement or expense reduction can the City expect from deployment of the Vendor’s solution? Which segments of the Vendor’s solution will create these benefits? When could the City reasonably expect to see these benefits?

There are numerous revenue enhancement and expense reductions that COSA can expect from implementing ACTIVE’s systems. Below are a few examples on what the City can expect as benefits:

Payment Manager (POS)

The City of Chicago has been able to integrate 15 business systems and over 150 users across seven customer service centers using Payment Manager with over \$2B processed in payments annually. The system allows Chicago’s Revenue department to manage all the daily payment transactions for each of its divisions through one system, enabling the city to lower operating costs. In addition to processing and tracking payments, the City is able to provide accurate audit trails, simplify reconciliation and cash flow.

Payment Manager has allowed the City and County of Denver (CCD) to practically eliminate the creation of manual receipts and recover nearly \$90,000 in staff time resources and \$10,000 in additional funds, translating to an annual savings of up to \$100,000. This is on top of the \$5,000 they recoup annually in bank processing fees. The challenge that CCD had is that they relied on a series of independent cashiering systems based on outdated technology. The systems were inflexible, required workarounds and most did not support Internet payments. Some agencies did not have a solution in place and were performing all receipting manually. System inflexibility, paired with minimal cross-department solution communication and lack of standard financial automation, made financial tracking difficult.

CCD chose to implement Payment Manager over a multi-year time frame ensuring that the organization would be fully prepared for the transition. The goal is to have

completed 100% participation rollout across its 20 agencies that process payments by 2017. At present, CCD is on track to meet its 100% integration rollout plan which will allow them to have unabridged insight into needs across all 20 agencies that process payments, resulting in an even greater level of savings and customer service.

10. Because of the rudimentary nature of the current City solutions for POS and RRS, the City is expecting minimal automated data conversion from existing systems into the new solution. Based on your experience, are there any data elements that would be beneficial to bring into the new solution using an automated conversion?

The decision to migrate certain data from existing systems into the new solutions should take into account the following:

- Data fields from legacy systems will most likely not map cleanly to the data fields in the new system
- The integrity of the data in the existing systems may not be ideal, which could give rise to data integrity issues in the new system, including reporting

Both of these variables can be addressed through rigorous field mapping and data scrubbing efforts, but ACTIVE's experience is that these efforts only occasionally end up being cost effective and, more than likely, cost prohibitive. It is sometimes cheaper and faster to hire temporary data entry workers to systematically go through the legacy systems and perform repetitive copy/paste operations between the existing system and the new one while also applying a set of data consistency checks and corrections on the data as it is manually migrated. For example, the data entry clerks can enforce standardized ways to write abbreviations.

ACTIVE does not recommend any data elements from existing systems be brought into the new solutions via an automated conversion.

11. The City would like to use the new solution to capture the revenue from the Hotel Occupancy Tax. This self-reported tax from hotels requires a form that requires a number of calculations to be submitted with the payment from local hotels. How would your proposed solution best incorporate this need?

Without further details and information, this is not something ACTIVE feels comfortable making recommendations on. If it is something important to the City, it can be explored during Business Process Reviews to see if there is any integration work that may be performed between the hotel systems and Payment Manager to help facilitate payments.

12. Sample Statement of Work. In this response, Respondents shall provide a sample Statement of Work based on the content of their Offer. The Sample Statement of Work should include a description of the roles and responsibilities for each of the services requested in this RFCSP in accordance with the Vendor's proposed project plan and methodology, and descriptions of all deliverables to be provided.

The following is only a sample Statement of Work (SOW) and further discussions are required before roles and responsibilities be finalized:

1.0 INTRODUCTION

The following Statement of Work (SOW) describes in detail, the products and services to be delivered by The ACTIVE Network Inc. (ACTIVE) under this Agreement with the City of San Antonio (City). ACTIVE will provide the following services to install a replacement system that will provide integrated cashiering functionality (Payment Manager) and a recreation management system (ACTIVE Net) in designated City departments and facilities, as more fully set forth in this Statement of Work (SOW):

1. Install and ensure “best practices” and accurate configuration of all software included in the ACTIVE solution specified by ACTIVE and purchased by the City.
2. Create functional interfaces to designated City systems.
3. Implement payment processing for debit and credit cards
4. Provide technical, and system administration training
5. Provide a train the trainer approach for the end user training and go live
6. Provide knowledge transfer to City staff

ACTIVE will apply industry practices and reasonable effort to complete installation, configuration, testing, and training in a timeframe as mutually agreed by the City and ACTIVE. The parties in an effort to achieve this goal will establish Critical Path Milestone dates (CPM) for the project. Final critical milestone dates and a detailed project plan will be established following the Business Process Review.

2.0 APPROACH, TASKS AND DELIVERABLES

The project will be implemented and billed based on the following milestones:

- Milestone 1 Project Initiation, Business Process Review and Planning
- Milestone 2 Software Delivery, Installation and Configuration
- Milestone 3 Integration to Departmental System
- Milestone 4 Batch Processing, Report Printing and Payment Processing
- Milestone 5 Application Deployment and Training
- Milestone 6 Project Closure and System Acceptance

Notes:

- Project phases will be conducted concurrently when possible.
- ACTIVE will use industry standards to implement its solution.
- ACTIVE and the City shall execute a Signoff Process at the successful completion of each project milestone.
- Payment Manager will interface with the City's SAP financial system.

Travel Costs:

ACTIVE covers all services costs (ground transportation, meals, per diem, hotel, etc.) in our daily on site fee. Airfare will be billed at \$_____ (standard round trip economy airfare). Airfare and expenses will be billed after the trips throughout the project, on a monthly basis, payable 30 days after receipt of itemized invoice.

2.1 PROJECT IMPLEMENTATION PLAN

The implementation process begins with planning and preparation, including team conference calls, to get the process started. ACTIVE will set up an email distribution list of those dedicated to the project to help ensure consistent communication between all members of the ACTIVE team and the City's migration team.

2.2 ACTIVE IMPLEMENTATION TEAM

ACTIVE's Implementation Services Group will use a team-based approach to work with the City Team ("City Staff") to install, configure, and train City Staff so that City Staff are able to start using Payment Manager and ACTIVE Net. Led by the ACTIVE Project Manager, the ACTIVE team for this project will include an Integration Analyst, a Technical Support Specialist and a Training Consultant. The City's Team is led by the Project Manager and is assisted by the Technical/System Support Specialist and System Administrator. This project will involve ACTIVE software setup, loading of the City's data, and training the City staff on System functions. The roles and responsibilities are listed below.

2.2.1 ACTIVE Project Manager

As soon as the contract between the City and ACTIVE is fully executed, ACTIVE will designate the Project Manager & Team for this project and will provide City with all appropriate contact information. The Project Manager has overall responsibility for the implementation process and master schedule, and he or she details the process and timing of the City's implementation, installation, and

training. The ACTIVE Project Manager works closely with the City Project Manager to ensure that all assigned resources (ACTIVE and City) remain attentive to meeting the project completion. The ACTIVE Project Manager will meet weekly, or as deemed necessary, with the City Project Manager to provide a written project status report.

Conflict Resolution - The ACTIVE Project Manager will report any issues / problems that impede the progress of the project to the City Project Manager. The project managers will work closely to resolve any unresolved issues / problems. The ACTIVE Project Manager can request in writing that the City Project Manager escalate an issue that he / she believes is outside the collective ability of the project managers to resolve and which could have an adverse impact project completion and/or cost. The City Project Manager will meet with the ACTIVE Project Manager to assess the basis of the request and determine if the matter should be escalated to the Executive Committee. The City Project Manager will forward the issue in writing to the Executive Committee and request an executive decision as soon as possible.

The Project Manager ensures that the project stays on schedule and serves as a resource when there are questions that fall outside the purview of other team members. The Project Manager ensures a smooth transition from Sales to Implementation Services and is available to answer any questions about the project. When the project draws to a close, the Project Manager facilitates transfer of support from Implementation Services to Customer Services.

2.2.2 ACTIVE Training Consultant

ACTIVE's Training Consultant will be assigned to work directly with the City. As the City learns how to use Payment Manager, this Training Consultant will be the primary representative for the ACTIVE team. The Training Consultant provides an on-site overview of functions for each Payment Manager module, trains the staff in its use of the system. Additionally, the Training Consultant provides tools to expand understanding and verify knowledge of the system.

Each training day typically starts at 8:30am and runs to 12:00. (Excluding breaks) Training typically continues at 1:00pm until 5:00pm (specific hours may vary depending on customary work hours). The City is responsible for the training facility and making arrangements for the appropriate staff to be present once the City and the Training Consultant agree on the schedule.

2.2.3 Integration Analyst

ACTIVE's Integration Analyst will be assigned to work directly with the City and the City's vendors. The integration Analyst's role is to assist in determining the best method of connectivity for each of the City's business applications ACTIVE will be interfacing to. They will be responsible for creating integration documents for each application that specifics how and what data is to be transferred plus determine deliverables by each party. They will create test plans and set up the integration for testing.

2.3 CHANGE CONTROL

1. The objectives of change control ("Change Control") are to:

- a. Assess the impact of scope changes on project schedules, resources, and pricing
- b. Provide a formal vehicle for approval to proceed with any changes for this SOW
- c. Establish the impact of all change requests
- d. Provide a project audit record of all material changes to the original SOW
- e. In the event that the City requests a material change in the scope of this SOW, as determined by *ACTIVE* in its sole discretion ("Change"),
- f. *ACTIVE* and the City will review the Change through the following change control process.
- g. In the event that *ACTIVE* determines a change is material, *ACTIVE* will complete the Change Request Form set forth in Attachment A to this SOW (the "Form") and provide the completed Form to the City.
- h. Both *ACTIVE* and the City will have to provide written approval of the Change Request detailed in the Form, including the impact of the Change on the schedule, resources, and the price of the Service, before *ACTIVE* will make the Change.
- i. In the event that the City accepts the Change Request set forth in the Form, the City will modify its P.O. or other forms for payment, if necessary and requested by *ACTIVE*.
- j. If the City does not accept the Change as set forth in the Form (including the impact on the schedule, resources, or price), the Parties will complete their obligations with respect to this Service as set forth in this SOW.

2. All changes to the Statement of Work must be approved by the City.

A copy of the change request form can be found following the SOW

2.4 SIGNOFF PROCESS

The objectives of the Signoff Process are to:

- Formally document the successful testing / verification of the project phases outlined in this document
- Provide an audit trail of each completed phase and the City personnel in acceptance of the completed phase and/or deliverable
- City personnel will complete the Acceptance Certificate form included in this document
- Initiate billing for the completed Milestone.

A copy of the acceptance certificate can be found following the SOW.

MILESTONE 1: PROJECT Initiation, Planning and Business Process Review

Description:

This phase will entail a project kickoff meeting with key stakeholders; meetings with business users to document existing processes, advice to City staff on the best practices deploy ACTIVE Network products, finalization of City server and network infrastructure, and development of a detailed project plan.

Responsibilities:

ACTIVE Network:

- Attend the project kickoff meeting (may be remote)
- Interview City department business representatives regarding current business and system processes as part of the Business Process Review (BPR). The BPR will be done on site.
- Advise City staff on best practices to deploy ACTIVE Network products
- Create a BPR document that summarizes all information and recommendations found during the BPR session
- Create a draft detailed project plan

City:

- Schedule and coordinate staff and facilities for all meetings
- Provide appropriate subject matter experts for all sessions
- Provide documentation for existing processes including forms, interfaces, and invoices
- Arrange stakeholder review and approval all documents

Deliverables:

ACTIVE Network:

- Business Process Review Document outlining current system, processes and workflow, gap analysis and system/process recommendations
- Detailed project plan

City:

- Timely review and comments on all deliverables

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 1 has been completed when all deliverables are satisfactorily complete or exchanged. The Signoff Process will be executed and a copy maintained by both parties.

MILESTONE 2: SOFTWARE DELIVERY, INSTALLATION, AND CONFIGURATION

Description:

This phase will include the configuration and initial set up of the POS application on the Payment Manager database. This phase will entail the licensing of the POS software.

Responsibilities:

ACTIVE Network:

- Provide links to deliver all software to the City and license key for all the modules purchased.
- Setup and verify the development / test and production environments operate as specified
- Provide documentation for all delivered software including item/user sheets
- Conduct system administration training
- Provide best practices and assistance for software configuration activities
- Training session with the desktop support group on how to install the Payment Manager application and how to configure POS hardware. ACTIVE will provide base documentation for these activities.

City:

- Provide a development environment with version 7.01.
- City will create a process to back up the production and test databases.
- City will provide remote access to allow ACTIVE staff to configure and install components.
- Department personnel to enter (POS items for sale, GL accounts, locations, terminals, users, etc.) as part of the training. This will be done on the production database and then this database will be restored in the test environment.
- Desktop personnel to participate in a training session. Also the desktop group will create documentation on how they will install the Payment Manager application and POS hardware

Deliverables

ACTIVE Network:

- Software links and license key
- Verify the functionality of all licensed software
- Templates for data gathering for the set up of the POS data
- Remote system administration and desktop support training

City:

- A copy of the production Payment Manger database to be used for testing
- Provide backup procedures for production and test environments
- Final documentation for POS hardware set up

- POS Administrator(s) for training

ACCEPTANCE CRITERIA

ACTIVE and The City will mutually agree that MILESTONE 2 will be deemed completed upon verification by ACTIVE Network of the licensing of the configured servers. The Signoff Process will be executed and a copy maintained by both parties.

MILESTONE 3: Integration to <Departmental System>

Description:

This phase will entail the development of the <Departmental System> interface, including the installation and configuration of the interface, component and system integration testing in the test environment. Upon successful completion of the testing the components will be set up in the production environment.

Responsibilities:

ACTIVE Network:

- Working with the business users to define the elements needed for validation
- Working with city IT resources to determine the data to be used for processing the payments
- Creation of the integration specification document
- Creation of the stored procedures for searching and validation of a payment
- Procedure to remove records from same day cancellations
- Provide test script templates to the business user
- Working with the users to test and review the integration
- Creation of the scripts to pass to the city IT team to install the stored procedures in the production Payment Manager database

City:

- Provide a test instance of the <Departmental System> database
- Create a dblink from the test Payment Manager database to the <Departmental System> database
- POS Administrator to create the items and GL codes in the Payment Manager database for testing
- IT resources to create the necessary views in the <Departmental System> database
- Business user to complete the test scripts and create necessary test data
- Business user to help with the testing of the interface once created
- There can be amendments to the interface that come out of testing. ACTIVE will allow a maximum of two iterations before any further changes are considered a change request
- IT resource to create the completed components in the production Payment Manager database and the views in the production <Departmental System> database

Deliverables:

ACTIVE Network:

- Ensure functional integration to <Departmental System>
- Ensure timely correction of variations between system functions and system documentation
- Ensure timely correction of errors or "bugs" in system functions

City:

- Creation of the necessary views required
- Filling out of the test scripts to be used

ACCEPTANCE CRITERIA

ACTIVE and the City will mutually agree that MILESTONE 3 will be deemed completed upon successful completion of the test scripts for the interface at which time the Signoff Process will be executed and a copy maintained by both parties.

MILESTONE 4: BATCH PROCESSING, REPORTING AND PAYMENT PROCESSING

Description:

This phase entails set up of the merchant accounts, payment processing and the report customization

Responsibilities:

ACTIVE Network:

- Setting up and testing of the merchant accounts for credit/debit card processing
- Session to review the stock Payment Manager reports and to document any customizations requested. Also to document the reporting processes that City staff will use.
- Training session with IT staff to understand reporting structure of the Payment Manager database and how Crystal is used in it. ACTIVE will also provide a schema and data dictionary.
- Creation of any import specifications for the batch processing
- Training of the POS Administrator for set up of batch processing
- Set up of Databroker (middleware) to automate the import of the batch processing if necessary
- Training of City IT staff on how Databroker works and is maintained
- Create Misc GL interface

City:

- Information on the layout and the data of any files for the batch processing
- Merchant account information
- IT staff that is knowledgeable in Crystal to participate in the reporting training and to customize any reports that the business users identify

- IT staff to give access to ACTIVE team to set up and test merchant accounts
- Business and IT team to be available for testing of the payment processing and batch processing
- POS Administrator to set up the necessary data elements in POS
- IT staff to provide an email group for error messages for the Databroker processing
- IT staff to review any batch processing specifications and provide feedback
- IT staff to help set up in production once fully tested
- Test GL export to ensure it works with new Payment Manager items and update if needed

Deliverables:

ACTIVE Network:

- Schema and Data Dictionary for the Payment Manager Database
- Successful testing of the merchant accounts
- Set up of the batch processing
- Documentation for reporting processes at City

City:

- Testing of the Batch Processing
- Creation of the remaining customized Crystal Reports if needed.

ACCEPTANCE CRITERIA

ACTIVE and City will mutually agree that MILESTONE 4 will be deemed completed upon successful testing of the Payment Server and the Batch at which time the Signoff Process will be executed and a copy maintained by both parties.

MILESTONE 5: APPLICATION DEPLOYMENT AND TRAINING

Description:

This phase entails installing all software in the production environment and final user acceptance testing, installation of end-user workstation software and hardware, training of department experts and knowledge transfer to technical staff. Note: For this project ACTIVE will train 10 cashiers and supervisors at Service the City (City Hall). ACTIVE utilizes a “train the trainer” approach where the City will be responsible for training users at the other locations (e.g. Transit Centre). ACTIVE will be onsite for the initial go live of the first location and provide remote support for the remaining locations.

Responsibilities:

ACTIVE Network:

- User Acceptance Testing (UAT) templates and help running through the UAT process
- ACTIVE will participate in one UAT session. If the City decides to run additional sessions they will run these themselves and provide ACTIVE with the results

- Provide draft training agendas, cheat sheets and user syllabus
- Training of department experts, supervisors and system administrators
- Training of Service the City staff for audit, financial export, etc.
- ACTIVE consulting lead to install appropriate icons and configure on representative number of workstations and provide knowledge transfer to IT personnel regarding Workstation configuration and application deployment
- Training of IT staff to support infrastructure
- On-site attendance during the first location go-live period (normal work days Monday to Friday).
- Introduction of core staff to customer care support capabilities include telephone support, on-line support, incident reporting, tracking and escalation, report customization, query support, new release and version upgrade process
- Provide remote support for remaining locations go live

City:

- Department subject matter experts available during deployment and to obtain training
- Update final user documentation
- Creation of the UAT documents and data required for UAT
- Business and IT team to be available during the UAT
- Department experts are available for the training and their availability to create any additional training documentation if desired
- IT project team available during deployment and to obtain training
- Ensure staff and facilities are available for training
- Ensure production environment is working
- Deliver and set up workstation hardware and software
- Ensure appropriate staff are available during go-live week and for knowledge transfer
- Staff for training and go-live support for the remaining locations training and go-live.

Deliverables:

ACTIVE Network:

- Successful deployment of ACTIVE software solution
- Training complete
- On-site support during initial software usage

City:

- Creation of the UAT Scripts
- Log and report errors encountered

ACCEPTANCE CRITERIA

ACTIVE and CITY will mutually agree that MILESTONE 5 will be deemed completed upon successful go live of Service The City (City Hall) at which time the Signoff Process will be executed and a copy maintained by both parties.

MILESTONE 6: PROJECT PHASE I CLOSURE AND SYSTEM ACCEPTANCE

Description:

The City will coordinate a final project meeting between the City and ACTIVE Network within 10 business days after completion of MILESTONE 6 to review the results of all previously completed phases to assess the functional operation of the installed Payment Manager system; to determine if there are any outstanding Open Items; and to provide feedback regarding system performance.

Responsibilities:

ACTIVE Network:

- Availability of ACTIVE Project Manager or designate to participate in final project meeting (may be remote).
- Provide feedback, support and/or, if applicable, in response to any reported system errors

City:

- Coordinate the availability of subject matter experts to review submitted documentation
- Ensure availability of staff for meeting
- Determine what days that the follow up training will occur

Deliverable:

ACTIVE Network:

- Final sign off document

City:

- Sign off of final acceptance of Phase I

ACCEPTANCE CRITERIA

ACTIVE and City will mutually agree that Milestone 6 will be deemed completed upon City's status report regarding the successful operation / performance of the installed ACTIVE Network software system at which time the Signoff Process and a copy maintained by both parties.

CHANGE REQUEST FORM

Change Request Form

Change Request Number: _____ Initiated by: _____ Date: _____
Description of Change: _____ More details attached: Yes No

Impact if Change is not Incorporated: _____ More details attached: Yes No

Alternatives: _____ More details attached: Yes No

Proposed Change Type (Check one :)

Problem/Not following plan Improvement Change in Environment
 Scope Other (Explain :)

Documents and Deliverables (Check all that apply :)

Contract Agreement Payment Schedule Delivery Schedule
 Project Plan Quality Plan Work Plan
 Functional Spec Acceptance Spec Purchase Order
 Solution Component:

For Full Evaluation:

Cost to Evaluate: _____ hours Approved for Evaluation: _____
Recommended Evaluator: _____ Notified (When?)
Cost to Implement _____ Estimate prepared by: _____
Impact Summary: (Baseline, Functional, Cost, Resource, Schedule) More details attached: Yes No

Decision: Approved Rejected Deferred Until (Date :)

Customer Project Manager: _____ Signed: _____

PS Consultant: _____ Signed: _____

Apply to Project Plan Revision: _____ Applied by: _____ Completion Date: _____

Close Date: _____

ACCEPTANCE CERTIFICATE

Client: City of ____

Project: POS and RRS Project

Initiated By:

Date:

Milestone Reference:

- Type: Proposal
 Plan
 Specification
 Form
 Manual
 Milestone

Description:

The above _____ has been reviewed by the <Dept or Agency> and fully meets the objectives expressed by the <Dept or Agency> and passes the acceptance criteria specified by <Dept or Agency> in the Statement of Work (SOW).

Signing for <Dept or Agency>

Date

<Dept or Agency> Representative

Information Technology Representative/Project Manager

ACTIVE Network Project Manager

Response to Requirements

We have made every effort to ensure that our responses to your requirements in the Advantiv DD2 system are complete and accurate to the best of our ability within our best understanding of each requirement. The following highlights some of our key practices and guidelines for providing you with the information you seek through DD2:

- Wherever appropriate, we have added narratives that we hope will add clarity to our response or provide additional information and insight into our capabilities.
- In some cases, we have used the response narratives to indicate our desire for additional information in order to better understand your requirement or to indicate assumptions that we may have used in formulating our response.
- For those requirements that call for customization, in accordance with guidelines provided by Advantiv, we have made reasonable attempts to provide rough estimates for the level of effort needed to satisfy the requirement. We understand that you have followed the same guidelines and that, given our need for more information and access to your subject matter experts, you likewise understand these to be reasonable but non-binding estimates provided in good faith a) to identify which requirements call for customization and b) to facilitate an initial but crude effort analysis.

| # | KP | Module | Statement ID | Statement | Support | Date Avail | Source | Narrative |
|---|-----------------------|---------|--------------|---|---------|------------|--------|---|
| 1 | Facility Reservations | General | 896001 | System fully integrates with all other software functionality within the reservation / registrations solution (e.g. activity/event registration, volunteer and league management, membership / pass management, etc.). Please specify any limitations or restrictions to this requirement | SF | | BES | The System is fully integrated with all modules in the system (i.e. membership management, facility scheduling, point of sale, child care management, league management, fundraising, donations, activity registration, equipment and locker rentals, etc.). Some elements of volunteer management are inherent in other modules but developing it into its own module is not part of the System's future roadmap. There are best of breed volunteer management systems that are extremely comprehensive that the System may be able to interface with. |
| 2 | Facility | General | 896002 | System shall allow for input fields to be made | SF | | BES | |

| | | | | | | | | |
|----|-----------------------|---------|--------|--|----|--|-----|---|
| | Reservations | | | required or optional | | | | |
| 3 | Facility Reservations | General | 896003 | System provides the ability to optionally include a generic City department contact e-mail address at user-defined points within the reservation system | SF | | BES | |
| 4 | Facility Reservations | General | 896004 | The system shall provide a user-defined and easily configurable Frequently Asked Questions page | SF | | BES | |
| 5 | Facility Reservations | General | 896005 | System shall have the ability to create role-based security authorizations | SF | | BES | |
| 6 | Facility Reservations | General | 896006 | System shall have the ability to create security profiles by facility, facility hierarchy, or any user-defined field level security. | SF | | BES | |
| 7 | Facility Reservations | General | 896007 | System shall provide audit trail capability for each transaction within the system. Capability should include the identification of the user and a date / time stamp for each transaction | SF | | BES | |
| 8 | Facility Reservations | General | 896008 | System provides the ability to send e-mail to an external e-mail system | SF | | BES | |
| 9 | Facility Reservations | General | 896009 | System provides the ability to send group e-mails to multiple e-mail addresses based on user-defined criteria | SF | | BES | |
| 10 | Facility Reservations | General | 896010 | System provides the ability to post general announcements on the Web-based user interface | SF | | BES | |
| 11 | Facility Reservations | General | 896011 | System shall be GAAP and GASB compliant | SF | | BES | |
| 12 | Facility Reservations | General | 896012 | System shall provide secure credit card processing and Payment Card Industry (PCI) Data Security Standard compliant | SF | | BES | |
| 13 | Facility Reservations | General | 896013 | System shall include features to ensure structured data / data uniformity (e.g., field level masks). Examples include phone number format, department names, classification descriptions, location names, etc. | SF | | BES | This is not something that would be handled by the System but is covered through the Business Process Review by the Implementaiton team. During this process, the consultants will define uniformity and standardization across business processes to ensure City staff adheres to industry |

| | | | | | | | |
|----|-----------------------|---------|--------|---|----|------|--|
| | | | | | | | standard naming conventions. |
| 14 | Facility Reservations | General | 896014 | The solution's user interface has ability to be browser-based and GUI compatible with recent versions of the following browsers: Internet Explorer, Netscape, Mozilla, Firefox, Opera, and Safari | SF | | BES |
| 15 | Facility Reservations | General | 896015 | System assigns a unique user ID for every user of the system who creates a customer profile | SF | | BES |
| 16 | Facility Reservations | General | 896016 | System must require passwords that are compliant with COSA password parameters | SF | | BES |
| 17 | Facility Reservations | General | 896017 | System has ability to require internal City users to change their passwords within a user-defined number of days | SF | | BES |
| 18 | Facility Reservations | General | 896018 | System must lock user accounts after a user-specified number of unsuccessful login attempts | SF | | BES |
| 19 | Facility Reservations | General | 896019 | System shall provide self-service password reset | SF | | BES |
| 20 | Facility Reservations | General | 896020 | System passwords stored in the system database shall be encrypted | SF | | BES |
| 21 | Facility Reservations | General | 896021 | System allows for authorized users (e.g., system administrator) to activate and deactivate user accounts | SF | | BES |
| 22 | Facility Reservations | General | 896022 | System must provide the ability to retain reservation data for a minimum of 5 years (as configured by the City) for statistical reporting. Please specify any limitations on data retention | SF | | BES |
| 23 | Facility Reservations | General | 896023 | System provides for multiple language capability (e.g. English and Spanish) | FR | 2015 | DNM |
| 24 | Facility Reservations | General | 896024 | System shall be able to provide ad hoc reporting capability around any data field | FR | 2015 | BES |
| | | | | | | | The System provides self-service password reset for citizens utilizing the online interface. |
| | | | | | | | The System stores reservation data for as long as is needed. The only exception is that attachments to permits are purged 90 days after the last reservation date on the permit. |
| | | | | | | | The System's current ad hoc reporting tool, Jreports, does not |

| | | | | | | | |
|----|-----------------------|---------------------|--------|---|-----|-----|--|
| | | | | captured within the system | | | currently expose the Catalogue view that would allow the City to create its own data cubes to pull "any data field". The System's new ad hoc reporting engine, SQL Reporting, will allow the City to pull "any data field" from the database. This is due to be completed at the end of 2014/early 2015. |
| 25 | Facility Reservations | General | 896025 | System shall provide the ability for non-technical authorized users to solicit customer feedback through distribution of surveys via email to customers who authorize such communication | SF | BES | ACTIVE Net does not include the ability to create or manage the survey, only the distribution. |
| 26 | Facility Reservations | General | 896026 | System shall provide the ability for customers to provide facility reviews | DNM | DNM | Providing customer reviews of facilities is something that is generally handled by the City's content management system and is not something performed by a RRS. |
| 27 | Facility Reservations | Facility Management | 896027 | System shall provide the ability for non-technical authorized users to complete the following task: Add new facilities | SF | BES | |
| 28 | Facility Reservations | Facility Management | 896028 | System shall provide the ability for non-technical authorized users to complete the following task: Modify all data associated with facilities | SF | BES | |
| 29 | Facility Reservations | Facility Management | 896029 | System shall provide the ability for non-technical authorized users to complete the following task: Delete facilities from the system | SF | BES | If a facility has been used in a transaction or has other dependencies it cannot be deleted, only prevented from further use. |
| 30 | Facility Reservations | Facility Management | 896030 | System shall provide the ability for non-technical authorized users to complete the following task: Temporarily block facilities from being reserved for a user-specified period of time (e.g., a facility is closed for repairs) | SF | BES | |
| 31 | Facility Reservations | Facility Management | 896031 | System has the ability to create multiple level hierarchies that link facilities together by geographical location. (e.g., all facilities within | SF | BES | |

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| | | | | a park, all conference rooms within a building, all softball fields within a complex) | | | | |
| 32 | Facility Reservations | Facility Management | 896032 | System has the ability to partition facility space within the hierarchical structure (e.g., one half of a large conference room with a removable wall or half of a basketball court) | SF | | BES | |
| 33 | Facility Reservations | Facility Management | 896033 | System provides the ability to copy an existing facility when creating a similar facility | SF | | BES | |
| 34 | Facility Reservations | Facility Management | 896034 | System provides the ability to identify facilities by the following facility types: Outdoor venues | SF | | BES | |
| 35 | Facility Reservations | Facility Management | 896035 | System provides the ability to identify facilities by the following facility types: Special venues/attractions | SF | | BES | |
| 36 | Facility Reservations | Facility Management | 896036 | System provides the ability to identify facilities by the following facility types: Meeting / conference rooms | SF | | BES | |
| 37 | Facility Reservations | Facility Management | 896037 | System provides the ability to identify facilities by the following facility types: Multi-use facilities | SF | | BES | |
| 38 | Facility Reservations | Facility Management | 896038 | System provides the ability to identify facilities by the following facility types: Athletic facilities | SF | | BES | |
| 39 | Facility Reservations | Facility Management | 896039 | System provides the ability to identify facilities by the following facility types: User Defined 1 | SF | | BES | |
| 40 | Facility Reservations | Facility Management | 896040 | System provides the ability to identify facilities by the following facility types: User Defined 2 | SF | | BES | |
| 41 | Facility Reservations | Facility Management | 896041 | System provides the ability to identify facilities by the following facility types: User Defined 3 | SF | | BES | |
| 42 | Facility Reservations | Facility Management | 896042 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Facility name/identifier | SF | | BES | |
| 43 | Facility Reservations | Facility Management | 896043 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Facility description | SF | | BES | |
| 44 | Facility Reservations | Facility Management | 896044 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Facility type | SF | | BES | |

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| 45 | Facility Reservations | Facility Management | 896045 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: square footage | SF | | BES | |
| 46 | Facility Reservations | Facility Management | 896046 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: hours of operation | SF | | BES | |
| 47 | Facility Reservations | Facility Management | 896047 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: allowable reservation periods | SF | | BES | |
| 48 | Facility Reservations | Facility Management | 896048 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: required preparation times | SF | | BES | |
| 49 | Facility Reservations | Facility Management | 896049 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Flag indicating facility can only be reserved with City staff approval | SF | | BES | |
| 50 | Facility Reservations | Facility Management | 896050 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Facility address | SF | | BES | |
| 51 | Facility Reservations | Facility Management | 896051 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Fee schedule | SF | | BES | |
| 52 | Facility Reservations | Facility Management | 896052 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: Minimum reservation length | SF | | BES | |
| 53 | Facility Reservations | Facility Management | 896053 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: User-defined suitability types (e.g., suitable for weddings, parties, dances, etc.) | SF | | BES | |
| 54 | Facility Reservations | Facility Management | 896054 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: maximum capacities | SF | | BES | |
| 55 | Facility Reservations | Facility Management | 896055 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: scheduling department | SF | | BES | |
| 56 | Facility Reservations | Facility Management | 896056 | System provides the ability to associate the following data fields with each facility in the | SF | | BES | |

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| | | | | facility hierarchy: City Council District and/or geographic area | | | |
| 57 | Facility Reservations | Facility Management | 896057 | System provides the ability to associate the following data fields with each facility in the facility hierarchy: multiple user-defined fields | SF | BES | The System handles multiple user-defined fields by Event Type rather than by Facility Type through a Custom Questions field |
| 58 | Facility Reservations | Facility Management | 896058 | System can be configured to associate resource and services with a facility or a group of facilities including catering, labor, etc. | SF | BES | |
| 59 | Facility Reservations | Facility Management | 896059 | System has the ability to provide descriptive text about facility configuration (e.g., normal configuration is U-shaped conference tables) | SF | BES | |
| 60 | Facility Reservations | Facility Management | 896060 | System provides the ability to associate equipment available (for rent and free use) for each facility in the facility hierarchy | SF | BES | |
| 61 | Facility Reservations | Facility Management | 896061 | System provides the ability to manage all aspects of equipment check-in/check-out including: Responsible party | SF | BES | |
| 62 | Facility Reservations | Facility Management | 896062 | System provides the ability to manage all aspects of equipment check-in/check-out including: Date checked out | SF | BES | |
| 63 | Facility Reservations | Facility Management | 896063 | System provides the ability to manage all aspects of equipment check-in/check-out including: Date checked in | SF | BES | |
| 64 | Facility Reservations | Facility Management | 896064 | System provides the ability to manage all aspects of equipment check-in/check-out including: Condition of equipment at time of check out | SF | BES | |
| 65 | Facility Reservations | Facility Management | 896065 | System provides the ability to manage all aspects of equipment check-in/check-out including: Condition of equipment at time of check in | SF | BES | |
| 66 | Facility Reservations | Facility Management | 896066 | System provides the ability to make mass change for all facilities within the reservation system (e.g., all facilities not available on Christmas Day) | SF | BES | |
| 67 | Facility Reservations | Facility Management | 896067 | System provides the ability to group facilities for the purpose of changing attributes to | SF | BES | |

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| | | | | multiple facilities simultaneously (e.g., all community centers have similar hours that change at the same time of year) | | | |
| 68 | Facility Reservations | Facility Management | 896068 | System provides the ability to create a list of user-defined rules and regulations by facility | SF | | BES |
| 69 | Facility Reservations | Facility Management | 896069 | Solution has the ability to configure a minimum days/hours by facility to automatically block new reservations (e.g., cannot reserve a facility within 72 hours) | SF | | BES |
| 70 | Facility Reservations | Facility Management | 896070 | System has the ability to configure reservable rolling time windows by facility (e.g., a facility can only be reserved 3 weeks in advance) | SF | | BES |
| 71 | Facility Reservations | Facility Management | 896071 | The system shall allow facility business rules to automatically change by user-specified parameters, such as date, site, season | SF | | BES |
| 72 | Facility Reservations | Facility Management | 896072 | System has the ability to attach documents (e.g. Word, PDF, etc.) to facility records | SF | | BES |
| 73 | Facility Reservations | Online Reservations | 896073 | System shall provide the ability for customers to reserve available facilities online through a Web-based user interface | SF | | BES |
| 74 | Facility Reservations | Online Reservations | 896074 | System provides the ability to associate the following data fields to a reservation: Customer name | SF | | BES |
| 75 | Facility Reservations | Online Reservations | 896075 | System provides the ability to associate the following data fields to a reservation: Customer contact information | SF | | BES |
| 76 | Facility Reservations | Online Reservations | 896076 | System provides the ability to associate the following data fields to a reservation: Event type (e.g., wedding, birthday party, practice, etc.) selected from a drop-down menu with an option of "other" with a text box | SF | | BES |
| 77 | Facility Reservations | Online Reservations | 896077 | System provides the ability to associate the following data fields to a reservation: Event name/description | SF | | BES |
| 78 | Facility Reservations | Online Reservations | 896078 | System provides the ability to associate the following data fields to a reservation: Date | SF | | BES |
| 79 | Facility Reservations | Online Reservations | 896079 | System provides the ability to associate the | SF | | BES |

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| | | ons | | following data fields to a reservation: Start time | | | |
| 80 | Facility Reservations | Online Reservations | 896080 | System provides the ability to associate the following data fields to a reservation: End time | SF | | BES |
| 81 | Facility Reservations | Online Reservations | 896081 | System provides the ability to associate the following data fields to a reservation: Facility | SF | | BES |
| 82 | Facility Reservations | Online Reservations | 896082 | System provides the ability to associate the following data fields to a reservation: Status (confirmed, tentative, cancelled, completed) | SF | | BES |
| 83 | Facility Reservations | Online Reservations | 896083 | System provides the ability to associate the following data fields to a reservation: Attendance | SF | | BES |
| 84 | Facility Reservations | Online Reservations | 896084 | System provides the ability to associate the following data fields to a reservation: Multiple user-defined flags for special conditions (e.g., alcohol, music, security, cleaning, concessions, admission, etc.) | SF | | BES |
| 85 | Facility Reservations | Online Reservations | 896085 | System provides the ability to associate the following data fields to a reservation: Text box for comments / special needs | SF | | BES |
| 86 | Facility Reservations | Online Reservations | 896086 | System allows customers to see the authorized reservable times for each facility regardless of whether the facility is available during those authorized times | SF | | BES |
| 87 | Facility Reservations | Online Reservations | 896087 | System provides the ability to display a graphical representation (calendar, grid, map, etc.) of single and multiple facility schedules showing availability | SF | | BES |
| 88 | Facility Reservations | Online Reservations | 896088 | System provides the ability to reserve a single facility or a group of linked facilities in a single reservation (e.g., Can book an entire softball complex that contains 4 fields in single reservation or can book a single field) | SF | | BES |
| 89 | Facility Reservations | Online Reservations | 896089 | System provides the ability to automatically place reservation restrictions (e.g., available by special request only) on linked facilities based on the Event Type in a reservation. | SF | | BES |
| 90 | Facility | Online | 896090 | System shall not allow double bookings of any | SF | | BES |

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| | Reservations | Reservations | | facility / partial facility within the facility hierarchical structure | | | | |
| 91 | Facility Reservations | Online Reservations | 896091 | System must process any changes to reservations (e.g., cancellations / modifications) in real time (i.e. reservations that are cancelled must free up that facility for other customers in real time) | SF | | BES | |
| 92 | Facility Reservations | Online Reservations | 896092 | System provides the ability to upload attachments (e.g., proof of insurance) during the reservation process | SF | | BES | |
| 93 | Facility Reservations | Online Reservations | 896093 | Solution provides the ability to sell a special use permit not associated with a reservation (e.g., moon bounce at a public area in a park) | SF | | BES | |
| 94 | Facility Reservations | Online Reservations | 896094 | System provides the ability to establish an optional wait-list for a facility that is unavailable for the time period requested | SF | | BES | |
| 95 | Facility Reservations | Online Reservations | 896095 | System provides the ability to automatically notify wait-listed customers by e-mail or text when the requested facility becomes available either through a cancellation or modification of an existing reservation | FR | | DNM | This is currently on a future roadmap for 2015. |
| 96 | Facility Reservations | Online Reservations | 896096 | System provides the ability to have information appear on a system-generated receipt and provide attachment (e.g., specific facility use regulations or restrictions) to automatically print with receipt | SF | | BES | |
| 97 | Facility Reservations | Online Reservations | 896097 | System provides the ability to send e-mail reminders of an upcoming reservation automatically at user-specified timeframes by facility | SF | | BES | |
| 98 | Facility Reservations | Online Reservations | 896098 | System shall allow for entry in a user-viewable comment area by facility or facility type where reservation-specific narrative, setup instructions, warnings or general information can be recorded | SF | | BES | |
| 99 | Facility Reservations | Online Reservations | 896099 | System has ability to present an event category choice list with ability to add a new choice on the fly without having to exit the reservation | SF | | BES | The System limits the ability to perform functions on the "fly" as too much is controlled by Event Type. In order to maintain data integrity and |

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| | | | | | | | audibility in the system this function can be achieved through a different field or custom prompt for free form text entry. |
| 100 | Facility Reservations | Online Reservations | 896100 | System has the ability to designate maximum number of facilities that can be reserved by a single customer with the ability to override by authorized City staff | SF | | BES |
| 101 | Facility Reservations | Online Reservations | 896101 | System has ability to create/modify a list of configurable conditions based on Event Type, Attendance, etc. that have fields within that can be altered depending on the reservation. For example, if it is an event that requires security, there should be some static condition text and a field where the number of security guards can be entered | SF | | BES |
| 102 | Facility Reservations | Online Reservations | 896102 | System shall recognize a repeat customer so that the name and address information does not have to be entered again on the reservation form | SF | | BES |
| 103 | Facility Reservations | Online Reservations | 896103 | System shall provide an overview of all City locations and facilities based on the facility hierarchy | SF | | BES |
| 104 | Facility Reservations | Online Reservations | 896104 | System provides customers a "drill down" feature where customers can view all of the next level facilities when they select the parent facility | SF | | BES |
| 105 | Facility Reservations | Online Reservations | 896105 | System shall allow customers to see maps and photographs of facilities and individual sites within each facility and/or provide clickable link to this information on the City's website | SF | | BES |
| 106 | Facility Reservations | Online Reservations | 896106 | System shall allow customers to reserve a site/facility for a date or range of dates not to exceed the configurable maximum and minimum length-of-stay rules | SF | | BES |
| 107 | Facility Reservations | Online Reservations | 896107 | System shall take a customer's personal and payment details via a secure transaction to complete the reservation | SF | | BES |

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| 108 | Facility Reservations | Online Reservations | 896108 | System shall provide customer with a unique system-generated reservation confirmation number upon reservation completion | SF | | BES | |
| 109 | Facility Reservations | Online Reservations | 896109 | System shall allow, during the reservation process, for sites to be released in a set number of minutes if the customer does not complete the reservation process in a timely manner. The amount of time shall be configurable | SF | | BES | |
| 110 | Facility Reservations | Online Reservations | 896110 | The system shall allow customers to cancel or change their reservation online | SF | | BES | |
| 111 | Facility Reservations | Online Reservations | 896111 | System provides clear error messages/explanations to users for those reservations that cannot be completed | SF | | BES | |
| 112 | Facility Reservations | Online Reservations | 896112 | System shall allow the public to be guided through a menu or questionnaire to select additional attributes of their reservation that require additional fees or permits (e.g., equipment rentals) | SF | | BES | |
| 113 | Facility Reservations | Online Reservations | 896113 | System shall notify customers when making a reservation online that there may be additional charges. (e.g., service fee, security deposits, or attributes that require additional rental fee: pavilion, kitchen, playground equipment, bandstand, restrooms, picnic units, basketball courts, baseball/softball diamonds, equipment, etc.) | SF | | BES | |
| 114 | Facility Reservations | Online Reservations | 896114 | System shall provide a check box for acknowledging rules/conditions that must be read before completing the reservation ("electronic signature") | SF | | BES | |
| 115 | Facility Reservations | Online Reservations | 896115 | System shall provide the ability to require that all online reservations be paid in full before they can be completed | SF | | BES | |
| 116 | Facility Reservations | Online Reservations | 896116 | The system shall allow the cancellation process and restrictions to be configurable by location/facility/site (e.g., how much time a reservation is cancelled in advance with or | DNM | | DNM | This would be a process workaround and more discussion is required on how it would be accomplished and the business justification for it. |

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| | | | | without a full or partial refund) | | | |
| 117 | Facility Reservations | Online Reservations | 896117 | System provides the ability to hold reservation open for a user-defined number of days to apply additional fees (e.g., damages to a facility) after reservation date | SF | | BES |
| 118 | Facility Reservations | Online Reservations | 896118 | System provides the ability to archive reservations after a user-defined time period | SF | | BES |
| 119 | Facility Reservations | Online Reservations | 896119 | The system shall be able to archive deleted/cancelled reservations for historical purposes | SF | | BES |
| 120 | Facility Reservations | Staff Reservations | 896120 | System provides the ability for a non-technical administrator to complete the following reservation tasks: Add a reservation for a customer | SF | | BES |
| 121 | Facility Reservations | Staff Reservations | 896121 | System provides the ability for a non-technical administrator to complete the following reservation tasks: Modify a reservation for a customer | SF | | BES |
| 122 | Facility Reservations | Staff Reservations | 896122 | System provides the ability for a non-technical administrator to complete the following reservation tasks: Delete a reservation for a customer | SF | | BES |
| 123 | Facility Reservations | Staff Reservations | 896123 | System provides the ability for authorized City staff to create tentative reservations for customers | SF | | BES |
| 124 | Facility Reservations | Staff Reservations | 896124 | System provides the ability to configure business rules for tentative reservations by Event Type that require multiple approvals | SF | | BES |
| 125 | Facility Reservations | Staff Reservations | 896125 | System shall use automated e-mail and Web-based approval tools to process tentative reservations requiring multiple approvals or third-party permits (e.g., mass facility, special events etc.) | SF | | BES |
| 126 | Facility Reservations | Staff Reservations | 896126 | System has the ability for authorized City staff to override the reservable time window limitations for facilities | SF | | BES |
| 127 | Facility | Staff | 896127 | System shall be able to, by facility, present | SF | | BES |

The System allows a non-technical administrator to cancel or complete a permit but not delete it due to audit purposes. Reservations under a permit, however, can be deleted.

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| | Reservations | Reservations | | standard fees and conditions during the reservation process | | | |
| 128 | Facility Reservations | Staff Reservations | 896128 | System shall be able to, by facility, apply additional fees and conditions during the reservation process | SF | | BES |
| 129 | Facility Reservations | Staff Reservations | 896129 | System shall provide a way to monitor, track and complete checklists for reservations that require special permits in order to meet conditions required for facility rental | SF | | BES |
| 130 | Facility Reservations | Staff Reservations | 896130 | System shall support City-staffed reservation processing at designated locations (Departments [e.g. Parks and Recreation, Downtown Operations]), as well as a City-staffed centralized reservation processing location (e.g., Community Link Centers, etc.) | SF | | BES |
| 131 | Facility Reservations | Staff Reservations | 896131 | System shall provide the ability to copy reservation information from an existing reservation to create a new reservation (e.g., to a different date or facility) | SF | | BES |
| 132 | Facility Reservations | Staff Reservations | 896132 | System shall allow the ability to add comments to a reservation that are only visible to City staff | SF | | BES |
| 133 | Facility Reservations | Staff Reservations | 896133 | System shall allow for reservations made by City staff (not online) to be made with payment due, balance due or paid in full | SF | | BES |
| 134 | Facility Reservations | Staff Reservations | 896134 | The system shall allow for payment to be made within a user-defined number of days | SF | | BES |
| 135 | Facility Reservations | Staff Reservations | 896135 | System provides the ability to automatically cancel a tentative reservation and notify the customer if payment is not made within the City-defined time frame. | SF | | BES |
| 136 | Facility Reservations | Staff Reservations | 896136 | System shall notify staff of pending cancellations of a tentative reservation within a City-defined range of dates | SF | | BES |
| 137 | Facility Reservations | Fees | 896137 | System shall be able to associate fees with the following: Facility Type | SF | | BES |
| 138 | Facility Reservations | Fees | 896138 | System shall be able to associate fees with the following: A group of facilities | SF | | BES |

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| 139 | Facility Reservations | Fees | 896139 | System shall be able to associate fees with the following: Customer type (e.g. non-profit, corporate, individual) | SF | BES | |
| 140 | Facility Reservations | Fees | 896140 | System shall be able to associate fees with the following: Event type | SF | BES | |
| 141 | Facility Reservations | Fees | 896141 | System shall be able to associate fees with the following: Day of the week | SF | BES | |
| 142 | Facility Reservations | Fees | 896142 | System shall be able to associate fees with the following: Date Ranges | SF | BES | |
| 143 | Facility Reservations | Fees | 896143 | System shall be able to associate fees with the following: Time of the day (e.g., peak vs. non-peak hours) | SF | BES | |
| 144 | Facility Reservations | Fees | 896144 | System shall be able to associate fees with the following: Time frames (e.g., hourly rate) | SF | BES | |
| 145 | Facility Reservations | Fees | 896145 | System shall be able to associate fees with the following: Number of attendees | SF | BES | |
| 146 | Facility Reservations | Fees | 896146 | System shall be able to associate fees with the following: User-defined fields | SF | BES | |
| 147 | Facility Reservations | Fees | 896147 | Solution provides the ability to enter cost center and GL for internal upload into SAP for applicable fees for internal reservations. | SF | BES | |
| 148 | Facility Reservations | Fees | 896148 | System shall be able to create date-effective fee schedules by using combinations of the requirements listed elsewhere herein | SF | BES | |
| 149 | Facility Reservations | Fees | 896149 | System shall maintain an historical record of fee information by facility by calendar year and/or fiscal year | SF | BES | |
| 150 | Facility Reservations | Fees | 896150 | The system shall retain historical fee structures for a user-defined amount of time | SF | BES | |
| 151 | Facility Reservations | Fees | 896151 | System must calculate reservation charges using the fees that are effective at the time of the reservation | SF | BES | |
| 152 | Facility Reservations | Fees | 896152 | System shall be able to identify certain fees as refundable / non-refundable | SF | BES | The System adheres to best practices by not allowing fees to be refundable/non-refundable for ALL users. The ability to refund is protected by User Profile and something that the software |

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| | | | | | | | enforces. As such, our recommendation would be to adhere to user-defined privileges to ensure which fees are refundable/non-refundable. |
| 153 | Facility Reservations | Fees | 896153 | System shall be able to calculate all applicable fees based on information provided by the customer for all online reservations | SF | | BES |
| 154 | Facility Reservations | Fees | 896154 | System shall list the fees for each resource, service or equipment option available for rent by facility or group of facilities | SF | | BES |
| 155 | Facility Reservations | Fees | 896155 | System has the ability to reserve and pay for resources, services or equipment at the same time as the facility | SF | | BES |
| 156 | Facility Reservations | Fees | 896156 | System has ability to itemize all fees for the customer | SF | | BES |
| 157 | Facility Reservations | Fees | 896157 | System shall allow total fees for Internet-based reservations to be displayed for the customer to review prior to proceeding to a check-out screen | SF | | BES |
| 158 | Facility Reservations | Fees | 896158 | System provides the ability to require customers to confirm that they want to continue with the reservation before being asked for payment | SF | | BES |
| 159 | Facility Reservations | Fees | 896159 | System has ability to carry forward customer balances (refunds and amounts due) | SF | | BES |
| 160 | Facility Reservations | Fees | 896160 | System provides the ability to create a payment schedule for amounts due for tentative reservations (e.g., 4-month reservation at a ballpark) | SF | | BES |
| 161 | Facility Reservations | Fees | 896161 | System provides the ability for authorized City staff to waive fees based on City business rules | SF | | BES |
| 162 | Facility Reservations | Fees | 896162 | System provides the ability to designate deposits as refundable, forfeited, or becomes part of fee | SF | | BES |
| 163 | Facility Reservations | Fees | 896163 | System provides the ability to automatically add a fee to the reservation charge based on | SF | | BES |

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| | | | | user-defined business rules | | | |
| 164 | Facility Reservations | Fees | 896164 | System provides the ability for authorized City staff to manually add fees based on City business rules | SF | | BES |
| 165 | Facility Reservations | Fees | 896165 | System shall integrate credit card processing with the reservation transaction so credit card payment can be tied to a specific transaction and location | SF | | BES |
| 166 | Facility Reservations | Fees | 896166 | System provides the ability for Gift Card technology to be used for reservations | SF | | BES |
| 167 | Facility Reservations | Fees | 896167 | System provides the ability for Refund Card technology (similar to Gift Card technology) to be used for reservations but not redeemable for cash | SF | | BES |
| 168 | Facility Reservations | Fees | 896168 | System shall allow payments for reservations (either online or by City staff) in the form of cash, credit card (Visa, Discover, MasterCard, Debit card), check, Refund Card, or Gift Card | SF | | BES |
| 169 | Facility Reservations | Fees | 896169 | System shall provide real-time online verification of credit card information before allowing the reservation to complete | SF | | BES |
| 170 | Facility Reservations | Fees | 896170 | System provides the ability to issue a full or partial refund for a reservation | SF | | BES |
| 171 | Facility Reservations | Fees | 896171 | System provides the ability to calculate refunds based on user-defined rules around cancellation dates in relation to reserved dates | SF | | BES |
| 172 | Facility Reservations | Fees | 896172 | Solution provides the ability to allow departments to place refundable security deposits on a "hold" status, to confirm facility cleanliness and confirm that no damages were done prior to releasing refund for processing | SF | | BES |
| 173 | Facility Reservations | Fees | 896173 | Solution provides the ability to configure a number of days after event completion to automatically hold a security deposit prior to refund released | SF | | BES |
| | | | | | | | The System allows flexibility in configuration for this feature but the City would define the policy that makes Gift Certificates unredemable for cash. A special gift certificate type of "Refund Card" could be used specially for that purpose. |
| | | | | | | | The System allows staff to modify the refund amount, but it's not auto calculated based on proration rules. |
| | | | | | | | The System does not have a No "hold" status as such, however staff can release or claim the deposit whenever it suits them. |
| | | | | | | | The System follows best practices understanding that deposits are held until they are claimed or refunded by staff. |

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| 174 | Facility Reservations | Fees | 896174 | Solution has the ability to allow departments to keep all or part of the security deposit after event completion | SF | | BES | |
| 175 | Facility Reservations | Fees | 896175 | System shall allow for correcting entries (e.g., over/short adjustments) to be made to the previous day's transactions with audit trail (correcting entry shall require authorization) | SF | | BES | |
| 176 | Facility Reservations | Fees | 896176 | System shall prevent duplicate fees on the same reservation | SF | | BES | |
| 177 | Facility Reservations | Receipts/ Permits | 896177 | System provides the ability to include the reservation confirmation number, receipt number/transaction number, and the itemized amount on the receipt | SF | | BES | |
| 178 | Facility Reservations | Receipts/ Permits | 896178 | System provides the ability to print reservation receipt (in a printer-friendly format) at the time the online reservation transaction is complete | SF | | BES | |
| 179 | Facility Reservations | Receipts/ Permits | 896179 | System provides the ability to automatically e-mail the reservation receipt to the customer once the reservation transaction is complete | SF | | BES | |
| 180 | Facility Reservations | Receipts/ Permits | 896180 | System provides the ability to configure receipts, base on event type, so that the printed receipt can double as the required permit for the event | SF | | BES | The System allows the user to configure the Permit Contract by Event Type and not the receipt. The reason for this is due to the permit contract having additional conditions (i.e. setup instructions, complex event instructions, extra fees, etc.) that would not be printed on the receipt but may be mandatory for the reservation |
| 181 | Facility Reservations | Receipts/ Permits | 896181 | System provides the ability to send the appropriate rules / regulations for that facility electronically to customers as part of their reservation confirmation | SF | | BES | |
| 182 | Facility Reservations | Receipts/ Permits | 896182 | System shall be able to sell and print system-generated sequentially-numbered passes based on various time lengths (e.g., daily, monthly, annually) and location-specific | SF | | BES | The System numbers permits sequentially. Further business discussion on how "Passes" are different than "Permits" would be appreciated. |
| 183 | Facility Reservations | Receipts/ Permits | 896183 | System provides the ability for receipts / | SF | | BES | |

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| | Reservations | Permits | | permits to be reprinted | | | |
| 184 | Facility Reservations | Receipts/Permits | 896184 | System shall print a system-generated sequentially-numbered refund/credit voucher containing an expiration date, cash value and information tying it back to the cancelled reservation | SF | | BES |
| 185 | Facility Reservations | Customer Records | 896185 | System has the ability for online customers to optionally create an account/user profile | SF | | BES |
| 186 | Facility Reservations | Customer Records | 896186 | System must allow a customer to make a reservation without creating an account/user profile | DNM | | DNM |
| 187 | Facility Reservations | Customer Records | 896187 | System has the ability to reference customer profiles in other directories, for example an extended LDAP schema | DNM | | DNM |
| 188 | Facility Reservations | Customer Records | 896188 | System provides the ability to capture the following customer information in their user profile: name | SF | | BES |
| 189 | Facility Reservations | Customer Records | 896189 | System provides the ability to capture the following customer information in their user profile: address | SF | | BES |
| 190 | Facility Reservations | Customer Records | 896190 | System provides the ability to capture the following customer information in their user | SF | | BES |
| | | | | | | | The System does not allow a customer to make a reservation without creating an account/user profile because it will result in reservations without an audit trail to a specific account/user. This may result in a range of problems including: (1) data integrity issues in the database by anonymous users; (2) anonymous users holding spots that named accounts/users would ordinarily take; (3) no information on who is reserving the City's facilities. The System will allow a customer through its online interface to view a facility and its availability but when the "Reserve" button is clicked, it will prompt the user to login using their credentials. |
| | | | | | | | LDAP integration is not something on the current roadmap for the System. |

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| | | | | profile: phone numbers (home, cell, work, etc.) | | | |
| 191 | Facility Reservations | Customer Records | 896191 | System provides the ability to capture the following customer information in their user profile: e-mail address | SF | | BES |
| 192 | Facility Reservations | Customer Records | 896192 | System provides the ability to capture the following customer information in their user profile: Customer Type (corporate, non-profit, individual) | SF | | BES |
| 193 | Facility Reservations | Customer Records | 896193 | System provides the ability to capture the following customer information in their user profile: company name | SF | | BES |
| 194 | Facility Reservations | Customer Records | 896194 | System provides the ability to capture the following customer information in their user profile: identification flags (e.g., Senior Citizen, Veteran, Disabled, etc.) | SF | | BES |
| 195 | Facility Reservations | Customer Records | 896195 | System provides the ability to capture the following customer information in their user profile: user-defined identifiers | SF | | BES |
| 196 | Facility Reservations | Customer Records | 896196 | System shall create a unique system-generated customer ID number for each customer that creates an account / user profile | SF | | BES |
| 197 | Facility Reservations | Customer Records | 896197 | System provides for comment field where customer-specific narrative, warnings or general information can be recorded and viewed only by authorized City staff | SF | | BES |
| 198 | Facility Reservations | Customer Records | 896198 | System has ability for customers to add/delete/modify account/user profile information at any time | SF | | BES |
| 199 | Facility Reservations | Customer Records | 896199 | System shall perform Zip Code look up that fills in City information automatically. Allow for either zip or zip+4 | SF | | BES |
| 200 | Facility Reservations | Search and Calendar | 896200 | System provides a graphical calendar function where facility availability can be viewed | SF | | BES |
| 201 | Facility Reservations | Search and Calendar | 896201 | System provides the ability to search facilities (and availability) by the following: Facility type | SF | | BES |
| 202 | Facility Reservations | Search and Calendar | 896202 | System provides the ability to search facilities (and availability) by the following: User-defined date / date range | SF | | BES |

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| 203 | Facility Reservations | Search and Calendar | 896203 | System provides the ability to search facilities (and availability) by the following: Geographic location | SF | | BES | |
| 204 | Facility Reservations | Search and Calendar | 896204 | System provides the ability to search facilities (and availability) by the following: Facility capacity | SF | | BES | |
| 205 | Facility Reservations | Search and Calendar | 896205 | System provides the ability to search facilities (and availability) by the following: User defined criteria (e.g., amenities) | SF | | BES | |
| 206 | Facility Reservations | Search and Calendar | 896206 | System provides the ability to view availability of multiple facilities at once by day, week, month or any user-defined time period in a calendar view | SF | | BES | |
| 207 | Facility Reservations | Search and Calendar | 896207 | System provides the ability for authorized City staff to create and view notes in a calendar view of facility availability. Notes should only be able to be viewed by authorized City staff | DNM | | DNM | The System allows staff to create and view notes for facilities and events but not in a calendar format. The reason behind not showing notes in a calendar is that the results may be too cluttered if there are multiple events happening on the same day. It does not make for easy viewing and will deter from the reason a calendar view is used. |
| 208 | Facility Reservations | Search and Calendar | 896208 | System provides the ability for customers to search and view availability of facilities (color or some other indicator of availability) via a City map view | SF | | BES | |
| 209 | Facility Reservations | Search and Calendar | 896209 | System shall allow the public the ability to select on a map a specific site to view general information and to 'browse' parks and facilities | SF | | BES | |
| 210 | Facility Reservations | Search and Calendar | 896210 | System provides the ability for customers to view facility attributes (e.g., number of picnic units, playground equipment, restrooms, basketball courts, bandstand, pavilions, baseball/softball diamonds, kitchen, any equipment, ADA Accessible) | SF | | BES | |
| 211 | Facility Reservations | Search and Calendar | 896211 | System shall be able to associate multiple reservations to a single customer and retrieve all reservations made by that customer | SF | | BES | |

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| 212 | Facility Reservations | Search and Calendar | 896212 | System shall allow users to search for reservations (past and future) by confirmation number | SF | BES | |
| 213 | Facility Reservations | Special Reporting | 896213 | System shall be able to provide revenue reports by the following features: Revenue by facility | SF | BES | |
| 214 | Facility Reservations | Special Reporting | 896214 | System shall be able to provide revenue reports by the following features: Revenue by specific date periods | SF | BES | |
| 215 | Facility Reservations | Special Reporting | 896215 | System shall be able to provide revenue reports by the following features: Revenue by customer type (e.g., citizen, corporate, non-profit) | SF | BES | |
| 216 | Facility Reservations | Special Reporting | 896216 | System shall be able to provide revenue reports by the following features: Revenue by facility type/category | SF | BES | |
| 217 | Facility Reservations | Special Reporting | 896217 | System shall be able to report: Total usage of facilities broken out by individual facilities (including hierarchical roll-up and roll-down) | SF | BES | |
| 218 | Facility Reservations | Special Reporting | 896218 | System shall be able to report: By Customer type | SF | BES | |
| 219 | Facility Reservations | Special Reporting | 896219 | System shall be able to report: Facility usage by time period (daily, weekly, monthly, quarterly, annually, or specific time period) | SF | BES | |
| 220 | Facility Reservations | Special Reporting | 896220 | System shall be able to create Close of Day reports | SF | BES | |
| 221 | Facility Reservations | Special Reporting | 896221 | The system shall be able to report: Separate till transaction for staff shift changes | SF | BES | |
| 222 | Facility Reservations | Special Reporting | 896222 | The system shall be able to report: Transactions by users (internal and external) | SF | BES | |
| 223 | Facility Reservations | Special Reporting | 896223 | System shall provide the capability to report on usage patterns | SF | BES | |
| 224 | Facility Reservations | Special Reporting | 896224 | The system shall provide the capability to view: demographic statistics | SF | BES | |
| 225 | Facility Reservations | Special Reporting | 896225 | System provides the ability to create and save user-defined reports | SF | BES | |

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| 226 | Facility Reservations | Special Reporting | 896226 | System provides the ability to have reports automatically generated at user specified times and e-mailed to specific City staff (e.g., maintenance staff, reservation staff, etc.) | SF | | BES |
| 227 | Facility Reservations | Special Reporting | 896227 | System provides the ability to report on detailed transactions by user-defined criteria, such as: number of transactions paid by cash | SF | | BES |
| 228 | Facility Reservations | Special Reporting | 896228 | System provides the ability to report on detailed transactions by user-defined criteria, such as: number of transactions paid by check | SF | | BES |
| 229 | Facility Reservations | Special Reporting | 896229 | System provides the ability to report on detailed transactions by user-defined criteria, such as: number of transactions paid credit card (by type) | SF | | BES |
| 230 | Facility Reservations | Special Reporting | 896230 | System provides the ability to report on detailed transactions by user-defined criteria, such as: number of transactions by employee | SF | | BES |
| 231 | Facility Reservations | Special Reporting | 896231 | System provides the ability to report on detailed transactions by user-defined criteria, such as: number of transactions by cash drawer | SF | | BES |
| 232 | Facility Reservations | Special Reporting | 896232 | System provides the ability to report on detailed transactions by user-defined criteria, such as: number of transactions by date or range of dates | SF | | BES |
| 233 | Facility Reservations | Special Reporting | 896233 | System provides the ability to create a summary report of transactions by criteria, such as cash/check, credit card (by type), by employee, by cash drawer, by fee code, by location, by date or range of dates | SF | | BES |
| 234 | Facility Reservations | Special Reporting | 896234 | System provides the ability to report transactions by location, by general ledger account number, by cash/check, credit card (by type), by date or range of dates | SF | | BES |
| 235 | Facility Reservations | Special Reporting | 896235 | System provides the ability to report on daily summary of non-reconciled transactions by location with cash total, check total, and credit card total (by type) | SF | | BES |

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| 236 | Facility Reservations | Special Reporting | 896236 | System provides the ability to list total sales for each month for a two-year (or user-defined) period and show percentage decrease/increase in sales | FR | 2015 | BES | The System will handle this function with the new ad hoc SQL Reporting tool due out in late 2014/early 2015. |
| 237 | Facility Reservations | Special Reporting | 896237 | System provides the ability to report on deposit amounts by location and by cash/check, credit card (by type), by date or range of dates | SF | | BES | |
| 238 | Facility Reservations | Special Reporting | 896238 | The system provides the ability to report on gift cards issued with gift card number, total amount, and available balance | SF | | BES | |
| 239 | Facility Reservations | Special Reporting | 896239 | System provides the ability to report fees by specified location (rate schedule) | SF | | BES | |
| 240 | Facility Reservations | Special Reporting | 896240 | System provides the ability to report refunds/credits issued by employee, by customer, by date or range of dates | SF | | BES | The System can handle all features except allowing citizens/customers to refund themselves. Best practices dictate that it is not in the City's best interest to allow citizens to process their own refunds online. |
| 241 | Facility Reservations | Special Reporting | 896241 | System provides the ability to report on gift cards issued by employee, by date or range of dates | SF | | BES | |
| 242 | Facility Reservations | Special Reporting | 896242 | The system provides the ability to report the number of member passes sold (with associated customer information) for a range of dates | SF | | BES | |
| 243 | Facility Reservations | Special Reporting | 896243 | System provides the ability to report the number of member passes used for facility entry and the location where used | SF | | BES | |
| 244 | Facility Reservations | Special Reporting | 896244 | System provides the ability to report reservations by location, by site which have a balance due | SF | | BES | |
| 245 | Facility Reservations | Special Reporting | 896245 | System provides the ability to report reservations that were cancelled by location, by date range | SF | | BES | Permit Master Report |
| 246 | Facility Reservations | Special Reporting | 896246 | System provides the ability to create a Fee comparison report by year with an indication of fee increase, decrease, or no change | FR | 2015 | BES | The System will handle this function with the new ad hoc SQL Reporting tool due out in late 2014/early 2015. |

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| 247 | Facility Reservations | Special Reporting | 896247 | System provides the ability to report reservations/visitors for a specified location and date range (sorted by site number) | SF | | BES | |
| 248 | Facility Reservations | Special Reporting | 896248 | System provides the ability to report reservations/visitors for a specified location and date range (sorted by visitor name) | FR | 2015 | BES | The System will handle this function with the new ad hoc SQL Reporting tool due out in late 2014/early 2015. |
| 249 | Facility Reservations | Special Reporting | 896249 | System provides the ability to report available sites that accommodate (equal to or greater than) a specified number of attendees (capacity) | FR | 2015 | BES | The System will handle this function with the new ad hoc SQL Reporting tool due out in late 2014/early 2015. |
| 250 | Facility Reservations | Special Reporting | 896250 | System provides the ability to report authorized system users and their system assigned ID number | SF | | BES | |
| 251 | Facility Reservations | Special Reporting | 896251 | System provides the ability to create an event setup report that lists all the scheduled events for the coming week/month (or selectable period), including information for staff | SF | | BES | |
| 252 | Facility Reservations | Special Reporting | 896252 | System provides the ability to report boilerplate terms and conditions | SF | | BES | |
| 253 | Facility Reservations | Special Reporting | 896253 | System provides the ability to report user-entered comments associated with special use and special event reservations | SF | | BES | |
| 254 | Activity Registration | General | 896254 | System provides for multiple language capability (e.g., English and Spanish). | FR | 2015 | BES | The System has multilingual capabilities on the roadmap for 2015. |
| 255 | Activity Registration | General | 896255 | System provides the ability to export data to a Microsoft Excel file | SF | | BES | |
| 256 | Activity Registration | General | 896256 | System provides the ability to export data to PDF format | SF | | BES | |
| 257 | Activity Registration | General | 896257 | System shall be Payment Card Industry (PCI) Data Security Standard compliant | SF | | BES | |
| 258 | Activity Registration | General | 896258 | System shall provide secure credit card processing | SF | | BES | |
| 259 | Activity Registration | General | 896259 | System fully integrates with all other software functionality within the reservation / registrations solution (e.g., facility reservations, volunteer and league management, membership / pass | SF | | BES | The System system is fully integrated with all modules in the system (i.e. membership management, facility scheduling, point of sale, child care |

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| | | | | management, etc.). Please specify any limitations or restrictions to this requirement | | | | management, league management, fundraising, donations, activity registration, equipment and locker rentals, etc.). Some elements of volunteer management are inherent in other modules but developing it into its own module is not part of the System's future roadmap. There are best of breed volunteer management systems that are extremely comprehensive that the System may be able to interface with. |
| 260 | Activity Registration | General | 896260 | System must be able to make certain data fields for an event/activity optional and/or hidden to streamline data entry | SF | | BES | |
| 261 | Activity Registration | General | 896261 | System must be HIPAA compliant (due to capturing medical issues around event / activity participants) | DNM | | DNM | This is not on the System's current roadmap but is something that is being investigated for the City and other non-profit and campus recreation customers for future releases. |
| 262 | Activity Registration | General | 896262 | System shall provide the ability for non-technical authorized users to solicit customer feedback through distribution of surveys via email to customers who authorize such communication | SF | | BES | |
| 263 | Activity Registration | General | 896263 | System shall provide the ability for customers to provide event reviews | CB | | BES | The System can be configured to automatically deliver an email 1 day after a rental date that contains a hyperlink to a 3rd party survey tool (e.g. Survey Monkey). |
| 264 | Activity Registration | Event Management | 896264 | System provides the ability to create events / activities with the following attributes: Event Type (e.g. Race, Class, Tour, etc.) | SF | | BES | |
| 265 | Activity Registration | Event Management | 896265 | System provides the ability to create events / activities with the following attributes: Date / Date Range | SF | | BES | |
| 266 | Activity | Event | 896266 | System provides the ability to create events / | SF | | BES | |

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| | Registration | Management | | activities with the following attributes: Minimum Enrollment | | | | |
| 267 | Activity Registration | Event Management | 896267 | System provides the ability to create events / activities with the following attributes: Maximum Enrollment | SF | | BES | |
| 268 | Activity Registration | Event Management | 896268 | System provides the ability to create events / activities with the following attributes: Short Description (e.g., summary) | SF | | BES | |
| 269 | Activity Registration | Event Management | 896269 | System provides the ability to create events / activities with the following attributes: Long Description | SF | | BES | |
| 270 | Activity Registration | Event Management | 896270 | System provides the ability to create events / activities with the following attributes: Prerequisites | SF | | BES | |
| 271 | Activity Registration | Event Management | 896271 | System provides the ability to create events / activities with the following attributes: Instructor / Organizer (e.g., point of contact if approval for the event is required) | SF | | BES | |
| 272 | Activity Registration | Event Management | 896272 | System provides the ability to create events / activities with the following attributes: Fees / Fee Schedule (including deposits) | SF | | BES | |
| 273 | Activity Registration | Event Management | 896273 | System provides the ability for a non-technical administrator to add activities / events | SF | | BES | |
| 274 | Activity Registration | Event Management | 896274 | System provides the ability for a non-technical administrator to modify activities / events after posting them to the system | SF | | BES | |
| 275 | Activity Registration | Event Management | 896275 | System provides the ability for a non-technical administrator to delete activities / events | SF | | BES | The System does not allow a non-technical administrator to delete an activity after a transaction has been performed but it can be 'retired' to prevent further use. The reason it cannot be deleted is due to audit integrity as other transactions may be tied to this activity. |
| 276 | Activity Registration | Event Management | 896276 | System provides the ability to copy activity / event data from an existing activity to set up a new similar activity / event | SF | | BES | |
| 277 | Activity | Event | 896277 | System provides the ability to link events / | SF | | BES | |

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| | Registration | Management | | activities in a hierarchical structure (e.g., "parent" event with multiple related "child" events) | | | |
| 278 | Activity Registration | Event Management | 896278 | System must not allow duplicate events/activities based on date / time of the event / activity unless overridden by authorized administrator | SF | | BES |
| 279 | Activity Registration | Event Management | 896279 | System provides the ability to create event / activity rosters | SF | | BES |
| 280 | Activity Registration | Event Management | 896280 | System provides the ability to perform a mass change on events / activities by user-defined criteria (i.e., cancel a number of classes due to issues at a facility) | SF | | BES |
| 281 | Activity Registration | Event Management | 896281 | System provides the ability to notify groups of participants of changes/cancellations by user-defined criteria | SF | | BES |
| 282 | Activity Registration | Event Management | 896282 | System provides the ability to create an event/activity that will display for customers but does not require a registration (e.g., no sign up is needed for the event) | SF | | BES |
| 283 | Activity Registration | Event Management | 896283 | The system has the ability to produce an online activity catalog of activities/events | SF | | BES |
| 284 | Activity Registration | Registration Forms | 896284 | System provides the ability for non-technical authorized users to create customized online registration forms for each event / activity | SF | | BES |
| 285 | Activity Registration | Registration Forms | 896285 | System provides the ability for each customized registration form to be configured to optionally include the following: Organization Name / Company | SF | | BES |
| 286 | Activity Registration | Registration Forms | 896286 | System provides the ability for each customized registration form to be configured to optionally include the following: Participant Name | SF | | BES |
| 287 | Activity Registration | Registration Forms | 896287 | System provides the ability for each customized registration form to be configured to optionally include the following: Age / date of birth | SF | | BES |
| 288 | Activity | Registration | 896288 | System provides the ability for each | SF | | BES |

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| | Registration | on Forms | | customized registration form to be configured to optionally include the following: Address | | | |
| 289 | Activity Registration | Registration Forms | 896289 | System provides the ability for each customized registration form to be configured to optionally include the following: Phone Numbers (Home, Work, Cell) | SF | | BES |
| 290 | Activity Registration | Registration Forms | 896290 | System provides the ability for each customized registration form to be configured to optionally include the following: e-mail address | SF | | BES |
| 291 | Activity Registration | Registration Forms | 896291 | System provides the ability for each customized registration form to be configured to optionally include the following: Gender | SF | | BES |
| 292 | Activity Registration | Registration Forms | 896292 | System provides the ability for each customized registration form to be configured to optionally include the following: T-shirt Size | SF | | BES |
| 293 | Activity Registration | Registration Forms | 896293 | System provides the ability for each customized registration form to be configured to optionally include the following: User-defined waivers (including multiple waivers on a single registration) | SF | | BES |
| 294 | Activity Registration | Registration Forms | 896294 | System provides the ability for each customized registration form to be configured to optionally include the following: Emergency Contact Information (Name and Phone Number) | SF | | BES |
| 295 | Activity Registration | Registration Forms | 896295 | System provides the ability for each customized registration form to be configured to optionally include the following: Fee Information | SF | | BES |
| 296 | Activity Registration | Registration Forms | 896296 | System provides the ability for each customized registration form to be configured to optionally include the following: Text Boxes (already filled in for participants for event description or special instructions) | SF | | BES |
| 297 | Activity Registration | Registration Forms | 896297 | System provides the ability for each customized registration form to be configured to optionally include the following: Text Boxes (available for participants to provide special | SF | | BES |

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| | | | | instructions or indicate special needs) | | | |
| 298 | Activity Registration | Registration Forms | 896298 | System provides the ability for each customized registration form to be configured to optionally include the following: Indicator Levels for the Event / Activity (e.g., for a race you can either select Timed, Fun Run, or Walk) | SF | | BES |
| 299 | Activity Registration | Registration Forms | 896299 | System provides the ability for each customized registration form to be configured to optionally include the following: Multiple user-defined fields | SF | | BES |
| 300 | Activity Registration | Registration Forms | 896300 | System provides the ability for authorized City staff to add the following to completed registration forms: Waived fee indicator flag | SF | | BES |
| 301 | Activity Registration | Registration Forms | 896301 | System provides the ability for authorized City staff to add the following to completed registration forms: Reduced fee indicator flag | SF | | BES |
| 302 | Activity Registration | Registration Forms | 896302 | System provides the ability for authorized City staff to add the following to completed registration forms: Scholarship indicator flag (e.g., participant is participating in the event / activity because they qualified for scholarship dollars for that event / activity) | SF | | BES |
| 303 | Activity Registration | Registration Forms | 896303 | System provides the ability for authorized City staff to add the following to completed registration forms: Council District (populated based on the address provided from the customer profile) | SF | | BES |
| 304 | Activity Registration | Registration Forms | 896304 | System provides the ability for authorized City staff to add the following to completed registration forms: Participant photo | FR | | DNM |
| 305 | Activity Registration | Registration Forms | 896305 | System provides the ability to configure registration forms to allow parents to sign up minors (children 17 years or younger) | SF | | BES |
| 306 | Activity Registration | Registration Forms | 896306 | System provides the ability to have multiple participants from the same family / household / organization on a single registration form | SF | | BES |
| 307 | Activity Registration | Registration Forms | 896307 | System provides the ability for registration | SF | | BES |

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| | | | | forms to self populate data (e.g., participant information is populated from the customer profile and event descriptions and fees are populated from event / activity set-up master data) | | | | |
| 308 | Activity Registration | Registration Forms | 896308 | System provides the ability to create a new form from an existing prior registration form | SF | | BES | |
| 309 | Activity Registration | Registration Forms | 896309 | System provides the ability to frame registration forms with City branding, color, logos, and graphics | SF | | BES | |
| 310 | Activity Registration | Event Registration | 896310 | System provides customers the ability to register for events, activities, or classes online through a Web-based user interface | SF | | BES | |
| 311 | Activity Registration | Event Registration | 896311 | System must not allow duplicate participants in an event/activity based on unique customer ID number | SF | | BES | |
| 312 | Activity Registration | Event Registration | 896312 | System has the ability to automatically create waiting lists once maximum capacity has been reached for an event / activity | SF | | BES | |
| 313 | Activity Registration | Event Registration | 896313 | System provides the ability to prioritize wait-listed individuals based on the time the participant registered for the event / activity | SF | | BES | |
| 314 | Activity Registration | Event Registration | 896314 | System provides the ability to automatically notify wait-listed individuals by priority order when space in an event / activity becomes available | FR | | DNM | This feature is on the System's 2015 roadmap. |
| 315 | Activity Registration | Event Registration | 896315 | System provides the ability to automatically proceed at user-defined intervals through the wait-listed participants until the event/activity reaches maximum capacity (i.e., there is limited time a wait-listed participant has to register for the activity / event after notification) | DNM | | DNM | This is not on the System's current roadmap but is something that is being investigated for the City and other non-profit and campus recreation customers for future releases. |
| 316 | Activity Registration | Event Registration | 896316 | System provides the ability for wait-listed participants to re-register for an event / activity without having to re-complete the registration form (e.g., system saves the completed registration form for that participant and event / activity) | SF | | BES | |

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| 317 | Activity Registration | Event Registration | 896317 | System provides the ability to require approval by instructor/authorized user prior to a participant being accepted for the event /activity | SF | | BES | |
| 318 | Activity Registration | Event Registration | 896318 | System provides the ability to, upon participants completing the registration process, to: Notify participants that they are confirmed for the event / activity | SF | | BES | |
| 319 | Activity Registration | Event Registration | 896319 | System provides the ability to, upon participants completing the registration process, to: Notify participants that they have registered for an event / activity but the registration requires City staff approval | SF | | BES | |
| 320 | Activity Registration | Event Registration | 896320 | System provides the ability to, upon participants completing the registration process, to: Notify participants that they have registered for an event / activity and they are on a wait-list for that event / activity | SF | | BES | |
| 321 | Activity Registration | Event Registration | 896321 | System provides the ability to automatically notify, via e-mail, activity/event participants their registration is confirmed once City staff approval has been obtained for an event/activity | SF | | BES | |
| 322 | Activity Registration | Event Registration | 896322 | The system provides the ability to include in e-mail messages to participants a link to registration details for the participants to view online | SF | | BES | |
| 323 | Activity Registration | Event Registration | 896323 | System must have the ability to use past participation history to determine if event / activity prerequisites have been met | SF | | BES | |
| 324 | Activity Registration | Event Registration | 896324 | System provides the ability for City staff to manually register participants | SF | | BES | |
| 325 | Activity Registration | Event Registration | 896325 | System provides the ability for staff to over-register based on capacity (e.g., if there is one space available and a parent is registering two children, allow both children to register) | SF | | BES | |
| 326 | Activity Registration | Event Registration | 896326 | System provides the ability for a customer to print a well-formatted blank event / activity | DNM | | DNM | The System does not have the ability to download preprinted forms |

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| | | | | registration form in order to submit the form by means other than online (mail, e-mail, fax, in person, etc.) | | | | any more due to waning interest and the rise in online registration. If needed, ACTIVE has seen other cities have their content management provider put these forms on the website for citizens to download. |
| 327 | Activity Registration | Event Registration | 896327 | System provides the ability for registration forms to be linked within, and be accessible from, the online events / activities catalog | SF | | BES | |
| 328 | Activity Registration | Event Registration | 896328 | System provides the ability to configure receipts to include: user-defined information, specific activity regulations, restrictions, etc. | SF | | BES | |
| 329 | Activity Registration | Event Registration | 896329 | System provides the ability to e-mail a receipt (for those events / activities requiring fees) to customers once their registration has been confirmed | SF | | BES | |
| 330 | Activity Registration | Event Registration | 896330 | System provides the ability to upload attachments (e.g., proof of insurance, income-qualifying documents) during the registration process | SF | | BES | |
| 331 | Activity Registration | Event Attendance | 896331 | System provides the ability to create participant sign-in lists for events / activities based on registered participants | SF | | BES | |
| 332 | Activity Registration | Event Attendance | 896332 | System provides the ability to print activity roster with participant registration information for on-site reference | SF | | BES | |
| 333 | Activity Registration | Event Attendance | 896333 | System provides the capability to optionally record the attendance of a participant to an event/activity | SF | | BES | |
| 334 | Activity Registration | Event Attendance | 896334 | System provides the ability to record attendance for an event / activity (in total) after the event/activity has taken place | SF | | BES | |
| 335 | Activity Registration | Customer Records | 896335 | System provides the ability to capture the following customer information in their user profile: name | SF | | BES | |
| 336 | Activity Registration | Customer Records | 896336 | System provides the ability to capture the following customer information in their user | SF | | BES | |

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| | | | | profile: address | | | |
| 337 | Activity Registration | Customer Records | 896337 | System provides the ability to capture the following customer information in their user profile: phone numbers (home, cell, work, etc.) | SF | | BES |
| 338 | Activity Registration | Customer Records | 896338 | System provides the ability to capture the following customer information in their user profile: e-mail address | SF | | BES |
| 339 | Activity Registration | Customer Records | 896339 | System provides the ability to capture the following customer information in their user profile: Income Range (for qualification of waived fees or reduced fees) | SF | | BES |
| 340 | Activity Registration | Customer Records | 896340 | System provides the ability to capture the following customer information in their user profile: Customer Type (Corporate, Non-Profit, Individual) | SF | | BES |
| 341 | Activity Registration | Customer Records | 896341 | System provides the ability to capture the following customer information in their user profile: company name | SF | | BES |
| 342 | Activity Registration | Customer Records | 896342 | System provides the ability to capture the following customer information in their user profile: All members of the same household that includes: Name | SF | | BES |
| 343 | Activity Registration | Customer Records | 896343 | System provides the ability to capture the following customer information in their user profile: All members of the same household that includes: date of birth | SF | | BES |
| 344 | Activity Registration | Customer Records | 896344 | System provides the ability to capture the following customer information in their user profile: All members of the same household that includes: Gender | SF | | BES |
| 345 | Activity Registration | Customer Records | 896345 | System provides the ability to capture the following customer information in their user profile: All members of the same household that includes: Medical Conditions (e.g., allergies) | SF | | BES |
| 346 | Activity Registration | Customer Records | 896346 | System provides the ability to capture the following customer information in their user profile: All members of the same household | SF | | BES |

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| | | | | that includes: Primary Physician Name | | | |
| 347 | Activity Registration | Customer Records | 896347 | System provides the ability to capture the following customer information in their user profile: All members of the same household that includes: Primary Physician Phone Number | SF | | BES |
| 348 | Activity Registration | Customer Records | 896348 | System shall create a unique system-generated customer ID number for each customer that creates an account / user profile | SF | | BES |
| 349 | Activity Registration | Customer Records | 896349 | System provides for comment field where customer-specific narrative, warnings or general information can be recorded and viewed only by authorized City staff | SF | | BES |
| 350 | Activity Registration | Customer Records | 896350 | System has ability for customers to add/delete/modify account/user profile information at any time | SF | | BES |
| 351 | Activity Registration | Customer Records | 896351 | System shall perform Zip Code look up that fills in city information automatically. Allow for either zip or zip+4 | SF | | BES |
| 352 | Activity Registration | Search | 896352 | System provides the ability to search an online activity catalog by the following parameters: Event Type | SF | | BES |
| 353 | Activity Registration | Search | 896353 | System provides the ability to search an online activity catalog by the following parameters: Department or Group of Departments | SF | | BES |
| 354 | Activity Registration | Search | 896354 | System provides the ability to search an online activity catalog by the following parameters: Date / Date Range | SF | | BES |
| 355 | Activity Registration | Search | 896355 | System provides the ability to view and search all events/activities by event attributes | SF | | BES |
| 356 | Activity Registration | Search | 896356 | System provides the ability to search for completed registrations by confirmation number | SF | | BES |
| 357 | Activity Registration | Search | 896357 | System provides the ability to search for completed registrations by unique customer ID number | SF | | BES |
| 358 | Activity Registration | Search | 896358 | System must provide the ability to retain a history of event / activity participation by | SF | | BES |

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| | | | | participant | | | |
| 359 | Activity Registration | Search | 896359 | System has ability to allow access by registered participants to their own activity/event history | SF | | BES |
| 360 | Activity Registration | Registration Fees | 896360 | System provides the ability to associate fees and fee structures with Event / Activity Types | SF | | BES |
| 361 | Activity Registration | Registration Fees | 896361 | System provides the ability to calculate fees due based on registration for an event / activity (including waived/reduced fees when authorized, escalating fee capability, and supplemental costs) | SF | | BES |
| 362 | Activity Registration | Registration Fees | 896362 | System provides the ability to designate deposits as refundable, forfeited, or becomes part of fee | SF | | BES |
| 363 | Activity Registration | Registration Fees | 896363 | System provides the ability to add miscellaneous fees | SF | | BES |
| 364 | Activity Registration | Registration Fees | 896364 | System provides the ability to configure tiered pricing by number of family members enrolled | SF | | BES |
| 365 | Activity Registration | Registration Fees | 896365 | System provides the ability to configure tiered pricing by participant age | SF | | BES |
| 366 | Activity Registration | Registration Fees | 896366 | System provides the ability to configure tiered pricing for repeat customers | SF | | BES |
| 367 | Activity Registration | Registration Fees | 896367 | System provides the ability to configure a two-level pricing structure for leagues that includes: (1) a fee for the team based on user-defined parameters (e.g., type of league, age of players, etc.), and (2) a fee for each player based on user-defined parameters (e.g., type of league, age of players, etc.) | SF | | BES |
| 368 | Activity Registration | Registration Fees | 896368 | System provides the ability to set up payment plans over user-defined time periods | SF | | BES |
| 369 | Activity Registration | Donations | 896369 | System provides the ability to integrate fundraising into registration to gather additional contributions and allow participants to fundraise | SF | | BES |
| 370 | Activity Registration | Donations | 896370 | System provides automated fundraising support and management tools | SF | | BES |
| 371 | Activity Registration | Donations | 896371 | System provides individual and team | CB | | BES While the System does not have a |

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| | | | | fundraising pages | | | | solution to help setup individual and team fundraisers, ACTIVE's other property, ACTIVE Giving, is able to accommodate this feature request. For more information, visit www.activegiving.com |
| 372 | Activity Registration | Donations | 896372 | System provides real-time reports, e-mail center and customization | SF | | BES | |
| 373 | Activity Registration | Donations | 896373 | System provides automated donation, fundraising, and accounting reports | SF | | BES | |
| 374 | Activity Registration | Donations | 896374 | System provides e-mail confirmation of donation | SF | | BES | |
| 375 | Activity Registration | Special Reporting | 896375 | System provides the ability to provide ad hoc registration reports by: user defined combination of fields within the registration forms | SF | | BES | |
| 376 | Activity Registration | Special Reporting | 896376 | System provides the ability to provide ad hoc registration reports by: any user defined date range | SF | | BES | |
| 377 | Activity Registration | Special Reporting | 896377 | System provides the ability to generate revenue reports by event/activity or any set of events/activities within the event / activity hierarchy | SF | | BES | |
| 378 | Activity Registration | Special Reporting | 896378 | System has ability to provide reporting for non-technical administrators using selection criteria and filters | SF | | BES | |
| 379 | Activity Registration | Special Reporting | 896379 | System shall provide the ability to report on the following by instructor/organizer: enrollment | SF | | BES | |
| 380 | Activity Registration | Special Reporting | 896380 | System shall provide the ability to report on the following by instructor/organizer: revenue | SF | | BES | |
| 381 | Activity Registration | Special Reporting | 896381 | System provides the ability to identify and report on participants whose fees have been waived | SF | | BES | |
| 382 | League Management | General | 896382 | System provides the ability for online league access | SF | | BES | |
| 383 | League Management | General | 896383 | System provides the ability to automate league registration process | SF | | BES | |

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| 384 | League Management | General | 896384 | System provides the ability to configure exact league structure | SF | | BES | |
| 385 | League Management | General | 896385 | System provides the ability to configure the following for each league: league names | SF | | BES | |
| 386 | League Management | General | 896386 | System provides the ability to configure the following for each league: descriptions | SF | | BES | |
| 387 | League Management | General | 896387 | System provides the ability to configure the following for each league: start and end dates | SF | | BES | |
| 388 | League Management | General | 896388 | System provides the ability to configure the following for each league: no-play dates | SF | | BES | |
| 389 | League Management | General | 896389 | System provides the ability to configure the following for each league: league types | SF | | BES | |
| 390 | League Management | General | 896390 | System provides the ability to configure the following for each league: officials | SF | | BES | |
| 391 | League Management | General | 896391 | System provides the ability to configure the following for each league: facilities | SF | | BES | |
| 392 | League Management | General | 896392 | System must provide the ability to coordinate league schedules | SF | | BES | |
| 393 | League Management | General | 896393 | System provides the ability to automatically balance league schedules based on multiple parameters including time, week, day of week, and game site | SF | | BES | |
| 394 | League Management | General | 896394 | System shall provide the ability for non-technical authorized users to solicit customer feedback through distribution of surveys via email to customers who authorize such communication | SF | | BES | |
| 395 | League Management | League Schedule | 896395 | System provides the ability to schedule the following: league games | SF | | BES | |
| 396 | League Management | League Schedule | 896396 | System provides the ability to schedule the following: league tournaments | SF | | BES | |
| 397 | League Management | League Schedule | 896397 | System provides the ability to schedule the following: round-robins | SF | | BES | |
| 398 | League Management | League Schedule | 896398 | System provides the ability to schedule the following: intramurals | SF | | BES | |
| 399 | League Management | League Schedule | 896399 | System provides the ability to schedule the following: club sports | SF | | BES | |
| 400 | League Management | League Schedule | 896400 | System allows for an unlimited number of | SF | | BES | |

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| | | | | leagues, divisions and teams | | | |
| 401 | League Management | League Schedule | 896401 | System provides the ability to maintain league statistics and standings | SF | | BES |
| 402 | League Management | League Schedule | 896402 | System provides the ability to manage teams, managers, captains, referees and players | SF | | BES |
| 403 | League Management | League Schedule | 896403 | Solution provides the ability to add/change schedules due to unforeseen circumstances (i.e. vandalism, inclement weather, etc.) | SF | | BES |
| 404 | League Management | League Schedule | 896404 | Solution provides the ability to generate reports based on dates, revenue, leagues, players, and teams. | SF | | BES |
| 405 | League Management | League Schedule | 896405 | Solution provides the ability to email and/or text notifications for leagues schedules and changes. | SF | | BES |
| 406 | League Management | League Schedule | 896406 | Solution provides the ability to generate formatted printable version of schedule (for posting, PDF, or manual distribution) | SF | | BES |
| 407 | League Management | League Schedule | 896407 | System integrates with facility reservations module to reserve facilities for leagues | SF | | BES |
| 408 | League Management | Games | 896408 | System provides the ability to schedule, swap or delete games | SF | | BES |
| 409 | League Management | Games | 896409 | System provides the ability to assign players to each team | SF | | BES |
| 410 | League Management | Games | 896410 | System provides the ability to configure and apply validation rules to prevent site and team conflicts | SF | | BES |
| 411 | League Management | Games | 896411 | System provides the ability to view all games for each team, with number of home and away games, timeslots, and game sites | SF | | BES |
| 412 | League Management | Games | 896412 | System provides the ability to allocate games evenly across teams | SF | | BES |
| 413 | League Management | Games | 896413 | System provides the ability to track all game results including home team scores, away team scores, tied game notes, and postponed game notes | SF | | BES |
| 414 | League Management | Team Roster | 896414 | System provides the ability to create the following: seasons | SF | | BES |
| 415 | League Management | Team Roster | 896415 | System provides the ability to create the | SF | | BES |

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| | | | | following: divisions | | | |
| 416 | League Management | Team Roster | 896416 | System provides the ability to create the following: teams | SF | | BES |
| 417 | League Management | Team Roster | 896417 | System provides the ability to create the following from existing templates: seasons | SF | | BES |
| 418 | League Management | Team Roster | 896418 | System provides the ability to create the following from existing templates: divisions | SF | | BES |
| 419 | League Management | Team Roster | 896419 | System provides the ability to create the following from existing templates: teams | SF | | BES |
| 420 | League Management | Team Roster | 896420 | Solution provides ability to add and drop players from league rosters | SF | | BES |
| 421 | League Management | Team Roster | 896421 | System provides the ability to configure and enforce registration policies based on the following with override capability: age | SF | | BES |
| 422 | League Management | Team Roster | 896422 | System provides the ability to configure and enforce registration policies based on the following with override capability: team size | SF | | BES |
| 423 | League Management | Team Roster | 896423 | System provides the ability to configure and enforce registration policies based on the following with override capability: player transfers | SF | | BES |
| 424 | League Management | Team Roster | 896424 | System provides the ability to configure and enforce registration policies based on the following with override capability: user-defined parameters | SF | | BES |
| 425 | League Management | Team Roster | 896425 | System provides the ability to validate team's data dynamically based on pre-defined enforcement rules (hierarchal structures). For example, if a team has won a division twice, it should be moved up to the next level | DNM | | DNM |
| 426 | League Management | Team Roster | 896426 | Solution provides ability for checking duplicate players on two rosters (teams), so that players comply with league restrictions | DNM | | DNM |
| 427 | League Management | Team Roster | 896427 | System provides the ability to print team rosters with coach and player information | SF | | BES |
| 428 | League Management | Team Roster | 896428 | Solution provides ability to view online team leagues, schedules, game times, etc. | SF | | BES |
| 429 | League Management | Team Roster | 896429 | System provides the ability for rosters to be | SF | | BES |

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| | | | | distributed electronically to coaches | | | |
| 430 | League Management | Team Roster | 896430 | System provides the ability for rosters to be distributed electronically to all members of the team | SF | | BES |
| 431 | League Management | Officials | 896431 | System provides the ability to capture the following information for all league officials: Name | SF | | BES |
| 432 | League Management | Officials | 896432 | System provides the ability to capture the following information for all league officials: Address | SF | | BES |
| 433 | League Management | Officials | 896433 | System provides the ability to capture the following information for all league officials: Phone Numbers | SF | | BES |
| 434 | League Management | Officials | 896434 | System provides the ability to capture the following information for all league officials: e-mail address | SF | | BES |
| 435 | League Management | Officials | 896435 | System provides the ability to capture the following information for all league officials: Emergency Contact Information | SF | | BES |
| 436 | League Management | Officials | 896436 | System provides the ability to capture the following information for all league officials: Sport | SF | | BES |
| 437 | League Management | Officials | 896437 | System provides the ability to create group e-mail of notifications / updates to all officials | SF | | BES |
| 438 | League Management | Officials | 896438 | System provides the ability to create a schedule by official that includes dates, times, and sites for each game that official is scheduled to work | SF | | BES |
| 439 | League Management | Members hip | 896439 | System provides the ability to easily process online and off-line league registrations | SF | | BES |
| 440 | League Management | Members hip | 896440 | System provides the ability to maximize participation with real-time league/team capacities and wait-lists | SF | | BES |
| 441 | League Management | Members hip | 896441 | System provides the ability to collect pertinent data with customized forms, questions and custom fields | SF | | BES |
| 442 | League Management | Members hip | 896442 | System provides the ability to adjust team criteria for age groups or division naming | SF | | BES |

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| 443 | League Management | Members hip | 896443 | System provides the ability to streamline registration across multiple activities and events by enabling users to enter user data/payment during one session for all activities/events | SF | | BES | |
| 444 | League Management | Members hip | 896444 | System has membership verification and discount tracking capabilities | SF | | BES | |
| 445 | League Management | Members hip | 896445 | System has robust e-mail tools facilitate better communication with targeted groups while safeguarding recipients e-mail addresses | SF | | BES | |
| 446 | League Management | Members hip | 896446 | System has integrated data-management that tracks required documents regardless of submission method | SF | | BES | |
| 447 | League Management | Members hip | 896447 | System supports family-based accounts that effectively eliminates duplicate records and allows for better record maintenance | SF | | BES | |
| 448 | League Management | Members hip | 896448 | System has enhanced tools for filtering and sorting registrant data based on selected criteria | SF | | BES | |
| 449 | League Management | Members hip | 896449 | System has fee-collection tools to track online and traditional payments (credit card/cash/checks) | SF | | BES | |
| 450 | League Management | Members hip | 896450 | System provides secure access to detailed online account statements | SF | | BES | |
| 451 | Volunteer Management | General | 896451 | System provides the City the ability to have coordination across its citywide volunteer program | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 452 | Volunteer Management | General | 896452 | System has the ability to configure volunteer screens and reports to support each | DNM | | DNM | The System does not have a Volunteer Management module. It is |



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| | | | | department's own unique set of volunteering needs | | | not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 453 | Volunteer Management | General | 896453 | System provides the ability to create volunteer administrators by department or other City organizational entities (e.g., each department can have its own administrators to manage volunteers within the department) | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 454 | Volunteer Management | General | 896454 | System provides the capability for each department to manage its own volunteers and volunteer tasks and restrict access if desired | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 455 | Volunteer Management | General | 896455 | System provides the ability to create online volunteer application forms that are | DNM | DNM | The System does not have a Volunteer Management module. It is |

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| | | | | configurable based on a specific department's needs | | | not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 456 | Volunteer Management | General | 896456 | System provides the ability to add user-defined fields that apply to volunteer applications for all departments | SF | BES | |
| 457 | Volunteer Management | General | 896457 | System provides the ability to view complete profiles of volunteers in a specific department including skills, interests and availabilities | SF | BES | |
| 458 | Volunteer Management | General | 896458 | System provides the ability to search for volunteers based on customized department fields and /or citywide fields | SF | BES | The System can handle this through the custom questions and prompts fields. |
| 459 | Volunteer Management | General | 896459 | System provides the ability for non-technical administrator to schedule volunteer tasks for a department | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 460 | Volunteer Management | General | 896460 | System provides the ability to communicate with all of the department's volunteers or any group of volunteers within that department via e-mail, phone, text messages, etc. | SF | BES | |
| 461 | Volunteer Management | General | 896461 | System provides the ability to provide reporting days and hours for volunteers in the | DNM | DNM | The System does not have a Volunteer Management module. It is |

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| | | | | departments and at the citywide level | | | not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 462 | Volunteer Management | General | 896462 | System provides the ability to tie all of the departmental volunteer accounts together to avoid duplicating the same person in different departments | SF | | BES |
| 463 | Volunteer Management | General | 896463 | System provides the ability to restrict volunteer opportunities to internal City staff or by other user-defined criteria | SF | | BES |
| 464 | Volunteer Management | General | 896464 | System provides the ability to place volunteers into any department | DNM | | DNM |
| 465 | Volunteer Management | General | 896465 | System shall provide the ability for non-technical authorized users to solicit customer feedback through distribution of surveys via email to volunteers who authorize such communication | CB | | BES |
| 466 | Volunteer Management | Volunteer Profiles | 896466 | System provides the ability to create volunteer profiles for each volunteer for the City | SF | | BES |
| 467 | Volunteer | Volunteer | 896467 | System provides the ability to capture the | SF | | BES |
| | | | | | | | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| | | | | | | | The System can be configured to automatically deliver an email 1 day after a rental date that contains a hyperlink to a 3rd party survey tool (e.g. Survey Monkey). |

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| | Management | r Profiles | | following information for each volunteer profile: Contact information | | | | |
| 468 | Volunteer Management | Volunteer Profiles | 896468 | System provides the ability to capture the following information for each volunteer profile: Title (Mrs. Ms. etc.) | SF | | BES | |
| 469 | Volunteer Management | Volunteer Profiles | 896469 | System provides the ability to capture the following information for each volunteer profile: First Name | SF | | BES | |
| 470 | Volunteer Management | Volunteer Profiles | 896470 | System provides the ability to capture the following information for each volunteer profile: Middle Name | SF | | BES | |
| 471 | Volunteer Management | Volunteer Profiles | 896471 | System provides the ability to capture the following information for each volunteer profile: Last Name | SF | | BES | |
| 472 | Volunteer Management | Volunteer Profiles | 896472 | System provides the ability to capture the following information for each volunteer profile: Suffix (Jr., Sr., III etc.) | SF | | BES | |
| 473 | Volunteer Management | Volunteer Profiles | 896473 | System provides the ability to capture the following information for each volunteer profile: E-mail address | SF | | BES | |
| 474 | Volunteer Management | Volunteer Profiles | 896474 | System provides the ability to capture the following information for each volunteer profile: Language | SF | | BES | |
| 475 | Volunteer Management | Volunteer Profiles | 896475 | System provides the ability to capture the following information for each volunteer profile: Address1 | SF | | BES | |
| 476 | Volunteer Management | Volunteer Profiles | 896476 | System provides the ability to capture the following information for each volunteer profile: Address2 | SF | | BES | |
| 477 | Volunteer Management | Volunteer Profiles | 896477 | System provides the ability to capture the following information for each volunteer profile: City | SF | | BES | |
| 478 | Volunteer Management | Volunteer Profiles | 896478 | System provides the ability to capture the following information for each volunteer profile: State | SF | | BES | |
| 479 | Volunteer Management | Volunteer Profiles | 896479 | System provides the ability to capture the following information for each volunteer profile: Country | SF | | BES | |

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| 480 | Volunteer Management | Volunteer Profiles | 896480 | System provides the ability to capture the following information for each volunteer profile: Postal/ Zip Code | SF | | BES | |
| 481 | Volunteer Management | Volunteer Profiles | 896481 | System provides the ability to capture the following information for each volunteer profile: Work Phone | SF | | BES | |
| 482 | Volunteer Management | Volunteer Profiles | 896482 | System provides the ability to capture the following information for each volunteer profile: Cell Phone | SF | | BES | |
| 483 | Volunteer Management | Volunteer Profiles | 896483 | System provides the ability to capture the following information for each volunteer profile: Fax | SF | | BES | |
| 484 | Volunteer Management | Volunteer Profiles | 896484 | System provides the ability to capture the following information for each volunteer profile: Phone Preference (when to call: afternoon, evenings, mornings) | SF | | BES | |
| 485 | Volunteer Management | Volunteer Profiles | 896485 | System provides the ability to capture the following information for each volunteer profile: Volunteer membership information (approved, active) | SF | | BES | |
| 486 | Volunteer Management | Volunteer Profiles | 896486 | System provides the ability to capture the following information for each volunteer profile: Committee participation | SF | | BES | |
| 487 | Volunteer Management | Volunteer Profiles | 896487 | System provides the ability to capture the following information for each volunteer profile: Qualifications and qualification levels | SF | | BES | |
| 488 | Volunteer Management | Volunteer Profiles | 896488 | System provides the ability to capture the following information for each volunteer profile: User-defined customer fields citywide or by department | SF | | BES | |
| 489 | Volunteer Management | Volunteer Profiles | 896489 | System provides the ability to capture the following information for each volunteer profile: Activities or Activity Categories which volunteer can indicate interest in | SF | | BES | |
| 490 | Volunteer Management | Volunteer Profiles | 896490 | System provides the ability to capture the following information for each volunteer profile: Schedule dates and confirmation status | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for |

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| | | | | | | | Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 491 | Volunteer Management | Volunteer Profiles | 896491 | System provides the ability to capture the following information for each volunteer profile: User Names and Passwords | SF | BES | |
| 492 | Volunteer Management | Volunteer Profiles | 896492 | System provides the ability to capture the following information for each volunteer profile: Case Number | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 493 | Volunteer Management | Volunteer Profiles | 896493 | System provides the ability to capture the following information for each volunteer profile: Cause Number | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 494 | Volunteer | Volunteer | 896494 | System provides the ability to capture the | DNM | DNM | The System does not have a |

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| | Management | r Profiles | | following information for each volunteer profile: SID Number | | | | Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 495 | Volunteer Management | Volunteer Profiles | 896495 | System provides the ability to capture the following information for each volunteer profile: Offense | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 496 | Volunteer Management | Volunteer Profiles | 896496 | System provides the ability to capture the following information for each volunteer profile: Department Assignment | SF | | BES | |
| 497 | Volunteer Management | Search | 896497 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Contact Information or personal information | SF | | BES | |
| 498 | Volunteer Management | Search | 896498 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Qualifications and qualification levels | SF | | BES | |
| 499 | Volunteer Management | Search | 896499 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Custom fields that can | SF | | BES | |

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| | | | | be easily added to fit the department's needs | | | |
| 500 | Volunteer Management | Search | 896500 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Activities or activity categories in which the volunteer has indicated an interest | SF | BES | |
| 501 | Volunteer Management | Search | 896501 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Schedule dates and confirmation status | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 502 | Volunteer Management | Search | 896502 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Number of hours volunteered in total, or between two dates, or by the last date they volunteered | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 503 | Volunteer Management | Search | 896503 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Committee membership | SF | BES | |
| 504 | Volunteer Management | Search | 896504 | System provides the ability to find and/or create a list of a volunteer(s) by searching on information related to: Volunteer membership | SF | BES | |

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| | | | | information (approved, active) | | | |
| 505 | Volunteer Management | Search | 896505 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Contact information | SF | | BES |
| 506 | Volunteer Management | Search | 896506 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Qualifications and qualification levels | SF | | BES |
| 507 | Volunteer Management | Search | 896507 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Activities or activity categories in which the volunteer has indicated an interest | SF | | BES |
| 508 | Volunteer Management | Search | 896508 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Schedule dates and confirmation status | DNM | | DNM |
| 509 | Volunteer Management | Search | 896509 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Number of hours volunteered in total or between two dates or by the last date they volunteered | SF | | BES |
| 510 | Volunteer Management | Search | 896510 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Committee membership | SF | | BES |
| 511 | Volunteer Management | Search | 896511 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Volunteer | SF | | BES |
| | | | | | | | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |

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| | | | | membership information (approved, active) | | | |
| 512 | Volunteer Management | Search | 896512 | System provides the ability to e-mail a single volunteer or a group of volunteers by searching on information related to: Miscellaneous custom fields | SF | | BES |
| 513 | Volunteer Management | Activities | 896513 | System provides ability for departments/division/sections to create their own customized volunteering activities | SF | | BES |
| 514 | Volunteer Management | Activities | 896514 | System provides the ability to manage volunteer activities efficiently and provide volunteers with all of the information they need to become involved, including a public description and photos that are visible for prospective volunteers so they can determine if the activity is right for them | SF | | BES |
| 515 | Volunteer Management | Activities | 896515 | After volunteer sign-up, system allows a private description that is seen only by volunteers who get assigned to the activity | SF | | BES |
| 516 | Volunteer Management | Activities | 896516 | System provides the ability to include attachments available to the volunteer | SF | | BES |
| 517 | Volunteer Management | Activities | 896517 | System has the flexibility to control whether the activity can be viewed by potentially new volunteers or only by registered volunteers | DNM | | DNM |
| 518 | Volunteer Management | Activities | 896518 | When a volunteering activity is added, it should automatically show in the master schedule | SF | | BES |
| 519 | Volunteer Management | Activities | 896519 | When a volunteering activity is added, it should automatically show in the Volunteer Profile Section | SF | | BES |
| | | | | | | | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |

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| 520 | Volunteer Management | Activities | 896520 | When a volunteering activity is added, it should automatically show in the Volunteer Web Page for volunteers to see and sign up | SF | | BES | |
| 521 | Volunteer Management | Activities | 896521 | System provides the ability to group together activities in categories for reporting purposes | SF | | BES | |
| 522 | Volunteer Management | Activities | 896522 | System provides the ability to manage activities with no schedule associated with them | SF | | BES | |
| 523 | Volunteer Management | Activities | 896523 | System provides the ability to manage activities done on the volunteer's own time but within specific dates | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 524 | Volunteer Management | Activities | 896524 | System provides the ability to manage activities that occur only once on a specific date | SF | | BES | |
| 525 | Volunteer Management | Activities | 896525 | System provides the ability to manage activities based on coordination among multiple entities | SF | | BES | |
| 526 | Volunteer Management | Activities | 896526 | System provides the ability to manage activities that recur based on some pattern | SF | | BES | |
| 527 | Volunteer Management | Activities | 896527 | System provides the ability to notify volunteer of approaching inactivation date (30 days, 90 days, etc.) | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers |

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| | | | | | | | whose core competencies align with citywide volunteer management efforts. |
| 528 | Volunteer Management | Activities | 896528 | System has functionality to prevent too many volunteers from signing up, based on a City-defined limit | SF | BES | The System can manage this if volunteers are registering as participants. |
| 529 | Volunteer Management | Activities | 896529 | System has the ability to capture start time and end time worked using scanning/tracking technology to avoid manual entry | SF | BES | |
| 530 | Volunteer Management | Activities | 896530 | System provides time-saving automation to schedule qualified volunteers automatically as they sign up (Optional based on departmental business rules) | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 531 | Volunteer Management | Activities | 896531 | System provides the ability to approve eligibility of a volunteer for an activity | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 532 | Volunteer Management | Activities | 896532 | System provides the ability to log volunteer hours for multiple volunteers in a single data entry process | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for |

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| | | | | | | | Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 533 | Volunteer Management | Activities | 896533 | System provides automated confirmation e-mail receipts | SF | | BES |
| 534 | Volunteer Management | Activities | 896534 | System provides robust e-mail communication tools | SF | | BES |
| 535 | Volunteer Management | Activities | 896535 | System provides job-management tools with the ability to assign and reassign duties | DNM | | DNM |
| 536 | Volunteer Management | Activities | 896536 | System has the ability to communicate alternate dates information automatically regarding the next date on which an activity is scheduled | DNM | | DNM |

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| 537 | Volunteer Management | Activities | 896537 | System provides the ability to offer waiting lists for activities at capacity | SF | | BES | |
| 538 | Volunteer Management | Activities | 896538 | System provides the ability to track incentives, based on specified performance criteria | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 539 | Volunteer Management | Activities | 896539 | System provides the ability to specify minimum and/or maximum number of volunteers for an activity | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 540 | Volunteer Management | Activities | 896540 | System provides the ability to notify a volunteer of new activities within their areas of interest via e-mail, text message, etc. | SF | | BES | |
| 541 | Volunteer Management | Activities | 896541 | System provides the ability to optionally verify attendance and/or number of hours of service after an event | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer |



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| | | | | | | | Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 542 | Volunteer Management | Activities | 896542 | System has the ability to color code recruitment and assignment status indicators to convey the status of activities at a glance | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 543 | Volunteer Management | Documentation/ Liability | 896543 | System provides the ability to create custom volunteer information forms | SF | BES | |
| 544 | Volunteer Management | Documentation/ Liability | 896544 | System provides the ability to capture electronic signatures on mandatory liability waivers | SF | BES | |
| 545 | Volunteer Management | Documentation/ Liability | 896545 | System provides the ability for volunteer disclosure questionnaires to be collected securely online | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 546 | Volunteer Management | Documentation/ Liability | 896546 | System provides the ability to automatically identify missing volunteer questionnaires | SF | BES | Through reporting |

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| 547 | Volunteer Management | Documentation/ Liability | 896547 | System provides the ability to perform background checks with vendor of choice on a volunteer directly from within system | DNM | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 548 | Volunteer Management | Documentation/ Liability | 896548 | System provides the ability to track certifications, volunteer disclosure questionnaires and background check results | SF | BES | |
| 549 | Volunteer Management | Documentation/ Liability | 896549 | System provides the ability to send an automatic e-mail reminder to parents and volunteers when required documents are outstanding | SF | BES | |
| 550 | Volunteer Management | Special Reporting | 896550 | System provides the ability to report based at the following levels/focus: Entire City | SF | BES | |
| 551 | Volunteer Management | Special Reporting | 896551 | System provides the ability to report based at the following levels/focus: Department | SF | BES | |
| 552 | Volunteer Management | Special Reporting | 896552 | System provides the ability to report based at the following levels/focus: Section | SF | BES | |
| 553 | Volunteer Management | Special Reporting | 896553 | System provides the ability to report based at the following levels/focus: Division | SF | BES | |
| 554 | Volunteer Management | Special Reporting | 896554 | System provides the ability to report based at the following levels/focus: Activity Category | SF | BES | |
| 555 | Volunteer Management | Special Reporting | 896555 | System provides the ability to report based at the following levels/focus: Single Activity | SF | BES | |
| 556 | Volunteer Management | Special Reporting | 896556 | System provides the ability to report based at the following levels/focus: Individual | SF | BES | |
| 557 | Volunteer Management | Special Reporting | 896557 | System provides the ability to report based at the following levels/focus: Participation by | SF | BES | |

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| | | 9 | | council district | | | | |
| 558 | Volunteer Management | Special Reporting | 896558 | System provides the ability to report on volunteers by the number of hours | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 559 | Volunteer Management | Special Reporting | 896559 | System provides the ability to report on activities by the number of volunteers | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| 560 | Volunteer Management | Special Reporting | 896560 | System provides the ability to report on average number of hours per volunteer | DNM | | DNM | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management |

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| | | | | | | | efforts. |
| 561 | Volunteer Management | Special Reporting | 896561 | System provides the ability to create ad hoc reporting by specifying user-defined fields | SF | | BES |
| 562 | Volunteer Management | Special Reporting | 896562 | System provides the ability to print a configurable activity roster of volunteers | SF | | BES |
| 563 | Volunteer Management | Special Reporting | 896563 | System provides the ability to print a report of activities with number of volunteers below minimum or at the maximum | DNM | | DNM |
| 564 | Volunteer Management | Special Reporting | 896564 | System provides an activity category report that shows the total number of hours and total number of volunteers in the category, along with subtotals for all the activities in the category | DNM | | DNM |
| 565 | General POS | General | 896565 | Solution has the ability to receive and process POS sales transactions | SF | | BES |
| 566 | General POS | General | 896566 | Solution shall service citizens and other customers via: POS cashier sites | SF | | BES |
| 567 | General POS | General | 896567 | Solution shall service citizens and other customers via: POS over the Internet | SF | | BES |
| 568 | General POS | General | 896568 | Solution shall service citizens and other | DNM | | DNM |
| | | | | | | | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| | | | | | | | The System does not have a Volunteer Management module. It is not on the roadmap because the System's core competencies are for Activity and Participant Management functions such as registration, reservation, membership, childcare, leagues and point-of-sale. Volunteer Management is generally handled by other "best-of-breed" providers whose core competencies align with citywide volunteer management efforts. |
| | | | | | | | The System used to have an IVR |

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| | | | | customers via: POS using IVR | | | component but has retired it as a function of its current release due to waning interest and the increase in online payments. |
| 569 | General POS | General | 896569 | Solution shall service citizens and other customers via: POS using mobile/handheld devices | DNM | DNM | |
| 570 | General POS | General | 896570 | Solution shall service citizens and other customers via: POS over self-service kiosks | SF | BES | |
| 571 | General POS | General | 896571 | Solution provides the ability to create an entry (sales order) for each sales transacted | SF | BES | |
| 572 | General POS | General | 896572 | Solution shall utilize user-friendly front-end/user interface to capture customer information, ring-up sales, accept payments and perform look-up functions | SF | BES | |
| 573 | General POS | General | 896573 | Solution has the ability to automatically integrate with SAP and other core COSA systems (e.g., Hansen, Tyler, ILS, etc.) on a real-time basis to keep accounting and other systems information up-to-date | SF | BES | |
| 574 | General POS | General | 896574 | Solution shall have the ability to present open invoices from core City systems (e.g., Hansen, Tyler) and apply payments against those invoices | SF | BES | |
| 575 | General POS | General | 896575 | Solution presents open invoices available to a customer in a shopping cart format that allows selection and payment of more than one item at the same time (i.e., during one transaction session) | SF | BES | |
| 576 | General POS | General | 896576 | Solution provides the ability to perform online edits (look-up functions) to ensure an individual does not owe outstanding debt (e.g., NSF, parking tickets, etc.) to the COSA | SF | BES | |
| 577 | General POS | General | 896577 | Solution provides the ability to place "Hold" or "BAR" status on customer accounts to ensure outstanding balances (e.g., delinquent outstanding balance, NSF listing, internal flag/comments, etc.) are paid or addressed before new permits or licenses are issued | SF | BES | |

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| 578 | General POS | General | 896578 | Solution shall have the ability to present screens and prompts in multiple languages, configurable by user (English, Spanish) | DNM | | DNM | |
| 579 | General POS | General | 896579 | Customer shall be able to pay for services and goods at the COSA location where they were purchased | SF | | BES | |
| 580 | General POS | General | 896580 | Solution must be able to handle off-premise events (e.g., animal adoption events, parking, Arneson River Theater events, etc.) using hand-held/mobile devices, printers, cash drawer or other collection device, etc. | SF | | BES | The System can handle this with a City laptop and the System's POS secure module that allows offline processing and re-syncing once back on the network |
| 581 | General POS | General | 896581 | Customer shall be able to make walk-up payment when customer does not have a copy of an invoice in hand (search capability to identify customer and the customer's unpaid invoice line items) | SF | | BES | |
| 582 | General POS | General | 896582 | Solution shall be able to pre-set cash register keys or on-screen buttons for particular items in order to code the transaction by type | SF | | BES | |
| 583 | General POS | General | 896583 | Solution shall provide both standard denomination keys, as well as a 10-key pad, to record non-standard amounts | SF | | BES | |
| 584 | General POS | General | 896584 | Solution shall translate time, date and currency entries into standard formats, which are recorded on the transaction | SF | | BES | |
| 585 | General POS | General | 896585 | Solution shall have the ability for a non-technical administrator to readily modify elements of customer interface (i.e., modify website/shopping cart, IVR prompts, add and change messages on receipts, etc.) | SF | | BES | |
| 586 | General POS | General | 896586 | Solution shall allow a non-technical administrator, based on user security access profiles, to configure workstation/cash register screen appropriately for each cashier, with default keys/buttons and specific lists of items available | SF | | BES | |
| 587 | General POS | General | 896587 | Solution shall have the ability for a non-technical administrator to configure POS menus, based on user access security | SF | | BES | |

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| | | | | profiles. | | | | |
| 588 | General POS | General | 896588 | Solution shall use on-screen guides (persistent drop-down menus and lists, nested drop-down lists, pop-up windows, notifications and error messages) to help users through a transaction (including when not to proceed with a transaction if a customer does not meet eligibility requirements, for example) | SF | | BES | |
| 589 | General POS | General | 896589 | Solution includes explanatory error messages when system or workflow problems occur | SF | | BES | |
| 590 | General POS | General | 896590 | Solution shall allow on-screen elements (e.g., drop-down lists and nested drop-down lists, pop-up windows, notifications and error messages) to be customized for terminology used by individual departments | SF | | BES | |
| 591 | General POS | General | 896591 | Solution shall allow keyboard shortcuts/hotkeys that are consistent throughout the system (i.e., does not require mouse) | SF | | BES | |
| 592 | General POS | General | 896592 | Solution has the ability for end users to add user-specific shortcuts/hotkeys | SF | | BES | |
| 593 | General POS | General | 896593 | Solution shall have the ability to utilize POS devices that are easily transported/relocated | SF | | BES | The response assumes that this statement is referring to third party POS hardware peripherals such as cash drawers, receipt printers, etc |
| 594 | General POS | General | 896594 | Solution has ability to work with mobile devices with wireless communication to include Wi-Fi and cellular, in addition to being able to work offline by batching transactions and processing them later. | SF | | BES | The System does not provide a wireless hand held option, but does provide the ability for offline processing |
| 595 | General POS | General | 896595 | System shall have the ability to continue processing payments where feasible at the workstation/register while network is down (off-line credit card transactions, if implemented, must be PCI compliant) | SF | | BES | |
| 596 | General POS | General | 896596 | Solution shall allow integration with shipping provider (e.g., Fed Ex, USPS, UPS) software for order shipping | CMJ | | BES | The System can take an online order and integrate to other systems but further discussion is required to scope out the work for stated |

| | | | | | | | requirements |
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| 597 | General POS | General | 896597 | Solution shall be able to track mandated limits for certain items or services for a particular customer (for example, birth records, garage sale permits per address per year) | SF | BES | |
| 598 | General POS | General | 896598 | Solution provides complete audit trail logging user actions (e.g., type transaction, transaction date/time, department, and other details) that can be viewed online or printed by the system administrator or other authorized users. | SF | BES | |
| 599 | General POS | General | 896599 | Solution shall follow GAAP and GASB financial reporting standards | SF | BES | |
| 600 | General POS | General | 896600 | Solution has ability to follow City-mandated record-retention rules for keeping/storing payments, receipts or other supporting documents that are entered and maintained by the City | SF | BES | |
| 601 | General POS | General | 896601 | Solution shall allow administrator to configure record-retention rules/parameters by record type | CMJ | BES | The System's current archive/purge function is date based. If configuration is required by record type, further discussion is required to scope out the work for stated requirements. |
| 602 | General POS | General | 896602 | Customer shall have assurance that sensitive personally identifiable information and payment information will be secure and confidential, complying with PCI standards | SF | BES | |
| 603 | General POS | General | 896603 | Solution provides real-time integration of business transactions with SAP by transaction type/code (i.e. solution requires real-time business transaction updates and not summary transactions posted via journal entries into SAP) | SF | BES | |
| 604 | General POS | General | 896604 | Solution shall have the ability to configure transaction posting into SAP by detail or summary totals | SF | BES | |
| 605 | General POS | General | 896605 | Solution shall have the ability to assign proper SAP account coding elements to each | SF | BES | |

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| | | | | transaction type/code for automatic posting to SAP | | | |
| 606 | General POS | General | 896606 | Solution shall have the ability to allow administrator to maintain assignment of SAP account coding elements to each transaction type/code | SF | | BES |
| 607 | General POS | General | 896607 | Solution shall have the ability to allow upload of SAP account coding elements to each transaction type/code from an Excel spreadsheet or a flat file | SF | | BES |
| 608 | General POS | General | 896608 | Solution has the ability to provide job "abend" (abnormal stop) or unsuccessful transfers report when data loads into SAP fail | SF | | BES |
| 609 | General POS | General | 896609 | Solution's credit card processing software and hardware must comply with all applicable Payment Card Industry (PCI) Data Security Standard (PCI DSS), such as Payment Application Data Security Standard (PCI PAD-DSS), PIN Entry Device (PCI PED), and (as applicable) Third-Party Service Provider requirements | SF | | BES |
| 610 | General POS | General | 896610 | Solution shall maintain its continuing (annual) certification of compliance with PCI standards | SF | | BES |
| 611 | General POS | General | 896611 | Vendor-recommended or vendor-provided hardware for POS must be fully PCI-compliant and on PCI-DSS approved product list | SF | | BES |
| 612 | General POS | General | 896612 | Solution must be certified to City's credit card processor/platform | SF | | BES |
| 613 | General POS | General | 896613 | Solution shall accept and track: monetary donations | SF | | BES |
| 614 | General POS | General | 896614 | Solution shall accept and track: materials donations | SF | | BES |
| 615 | General POS | General | 896615 | Solution shall provide the ability for non-technical authorized users to solicit customer feedback through distribution of surveys via email to customers who authorize such | DNM | | DNM |
| | | | | | | | The System agrees with this statement if it is only from the cashiering side. If the upload is initiated by SAP it is beyond the System's control |
| | | | | | | | The System does not handle surveys as this is something generally handled by a third party survey tool (i.e. Survey Monkey) and |

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| | | | | communication | | | | the City's content management provider. |
| 616 | General POS | Receipts | 896616 | Solution shall issue receipts for: monetary donation | SF | | BES | |
| 617 | General POS | Receipts | 896617 | Solution shall issue receipts for: material donations | SF | | BES | |
| 618 | General POS | Receipts | 896618 | Solution provides the option to issue receipts via email for monetary and materials donations | CMN | | BES | This System requires a separate process to create and send these receipts |
| 619 | General POS | Receipts | 896619 | Customer shall receive standardized, uniquely-numbered receipt that itemizes purchases and shows payment method, date and other standard information for all purchases/transactions | SF | | BES | |
| 620 | General POS | Receipts | 896620 | System shall have the ability to number receipts consecutively and uniquely | SF | | BES | |
| 621 | General POS | Receipts | 896621 | System shall have the ability to mask credit card number on receipt as required by PCI standards | SF | | BES | |
| 622 | General POS | Receipts | 896622 | Solution shall have the ability to customize receipts and invoices by adding a City/department logo | SF | | BES | The System does not create invoices but can do validation with custom messaging |
| 623 | General POS | Receipts | 896623 | Solution shall have the ability to customize receipts and invoices by adding a special message (at least 300 characters) | SF | | BES | The System does not create invoices but can do validation with custom messaging |
| 624 | General POS | Receipts | 896624 | Solution shall have the ability to customize receipts and invoices by adding department-specific data, including user-defined data items | SF | | BES | The System does not create invoices but can do validation with custom messaging |
| 625 | General POS | Receipts | 896625 | Solution provides bar or QR code scanning of receipts to allow lookup and/or validation of permits, licenses, etc. | SF | | BES | |
| 626 | General POS | Receipts | 896626 | Solution shall have the ability to include attachments or special information by transaction type with printed receipt | SF | | BES | |
| 627 | General POS | Receipts | 896627 | Solution shall produce multiple copies of the receipt if necessary (at customer's request or as a default for certain transaction types or for | SF | | BES | |

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| | | | | departments) | | | |
| 628 | General POS | Receipts | 896628 | Solution provides the ability to email copy of payment confirmation/receipt to customer email address from cashier | CMJ | BES | This System requires a separate process to create and send these confirmations/receipts |
| 629 | General POS | Receipts | 896629 | Solution provides the ability to email copy of payment confirmation/receipt to customer email address from online | CMJ | BES | This System requires a separate process to create and send these confirmations/receipts |
| 630 | General POS | Receipts | 896630 | Solution shall allow users to print document templates for permits, licenses and other items that are part of the transaction | SF | BES | |
| 631 | General POS | Payment | 896631 | Solution shall track and have the ability to report on payments by payment type by cashier | SF | BES | |
| 632 | General POS | Payment | 896632 | Customer shall have payment options: cash | SF | BES | |
| 633 | General POS | Payment | 896633 | Customer shall have payment options: check | SF | BES | |
| 634 | General POS | Payment | 896634 | Customer shall have payment options: "electronic check" (bank routing number and account number) | SF | BES | |
| 635 | General POS | Payment | 896635 | Customer shall have payment options: credit cards | SF | BES | |
| 636 | General POS | Payment | 896636 | Customer shall have payment options: money order | SF | BES | |
| 637 | General POS | Payment | 896637 | Customer shall have payment options: PayPal or similar third-party payment service | DNM | DNM | |
| 638 | General POS | Payment | 896638 | Customer shall have payment options: digital wallet / smartphone payment | DNM | DNM | |
| 639 | General POS | Payment | 896639 | Customer shall have payment options: voucher | SF | BES | |
| 640 | General POS | Payment | 896640 | Customer shall have payment options: coupons | SF | BES | |
| 641 | General POS | Payment | 896641 | Customer shall have payment options: gift cards | SF | BES | |
| 642 | General POS | Payment | 896642 | Customer shall have payment options: waiver authorizations | SF | BES | |
| 643 | General POS | Payment | 896643 | Solution shall provide the ability for a business administrator, with the appropriate security access, to define acceptable tender types by department and by cashier | SF | BES | |

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| 644 | General POS | Payment | 896644 | Solution integrates credit card processing/authorization through card-swipe capability and capture of authorization codes | SF | | BES | |
| 645 | General POS | Payment | 896645 | Solution shall have the ability to capture signature electronically (i.e., via signature pad) or PIN # for credit/debit cards | SF | | BES | |
| 646 | General POS | Payment | 896646 | Solution shall have the ability to capture additional verification factors at time of payment, such as zip code or CVV | DNM | | DNM | This System does not meet this statement as it is not standard practice for POS transactions |
| 647 | General POS | Payment | 896647 | Solution shall allow split-tender capability on invoice | SF | | BES | |
| 648 | General POS | Payment | 896648 | Solution shall have the ability to issue gift certificates/cards from POS | DNM | | DNM | |
| 649 | General POS | Payment | 896649 | Solution shall have the ability to issue, track and redeem store credits | SF | | BES | |
| 650 | General POS | Payment | 896650 | Solution shall have the ability to validate gift certificates from the POS | DNM | | DNM | |
| 651 | General POS | Payment | 896651 | Solution shall have the ability to waive fees and record reason code for waiver | SF | | BES | |
| 652 | General POS | Cashier | 896652 | Solution shall provide complete cash register (point of sales) functionality | SF | | BES | |
| 653 | General POS | Cashier | 896653 | Customer shall be able to see transaction information as it is processed by cashier (i.e., visible display of item/service being purchased and its costs, as well as balance owed and change owed) | SF | | BES | |
| 654 | General POS | Cashier | 896654 | Solution shall have the ability to assign a different price level at the POS (senior citizen price, school discount, etc.) | SF | | BES | |
| 655 | General POS | Cashier | 896655 | Customer shall be able to provide updated information to cashier for entry into system (such as change of address) | SF | | BES | |
| 656 | General POS | Cashier | 896656 | Solution provides end-user prompts to verify customer address and phone number information when taking payment | SF | | BES | |
| 657 | General POS | Cashier | 896657 | Solution shall provide the ability to correct customer records (e.g., combine duplicate records, update address, phone number, etc.) | SF | | BES | |

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| | | | | at transaction time when duplicate or erroneous records are discovered, in an efficient and straightforward manner | | | |
| 658 | General POS | Cashier | 896658 | Solution shall have ability to issue a refund at the POS | SF | | BES |
| 659 | General POS | Cashier | 896659 | Solution shall have the ability to issue refunds in the same payment type originally received (i.e. credit cards purchases refunded on same credit card, cash purchases refunded in cash, etc.) | SF | | BES |
| 660 | General POS | Cashier | 896660 | Solution shall allow configuration of criteria for issuing or requesting a refund, including parameters for immediate refund vs. management approval | SF | | BES |
| 661 | General POS | Cashier | 896661 | Solution shall allow cashiers to correct transactions (with or without supervisor/ manager intervention, as configured by the City) | SF | | BES |
| 662 | General POS | Cashier | 896662 | Solution shall allow cashiers to reverse and void transactions with supervisor/ manager authorization as configured by the City | SF | | BES |
| 663 | General POS | Cashier | 896663 | Solution shall have the ability to automatically route refunds for approval and issue request for refund to Finance/Payables department | SF | | BES |
| 664 | General POS | Cashier | 896664 | Solution shall track refunds (using workflow technology to ensure that requirements/approvals for refunds are met) | CMJ | | BES |
| 665 | General POS | Cashier | 896665 | Solution shall be able to calculate and record taxes by item | SF | | BES |
| 666 | General POS | Cashier | 896666 | Solution shall be able to process tax-exempt customers/purchases at POS | SF | | BES |
| 667 | General POS | Cashier | 896667 | Solution configurable to provide end-user prompts (e.g., remind cashier to enter tax- | SF | | BES |
| | | | | | | | The System does not handle this as it should be performed in the financials and not in the cashiering application. Best practice is to have the cashiering application create and post the refund request, but further approval and workflow should be in the AP application |

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| | | | | exempt number, enter customer name, and to collect a tax exempt form) when processing tax-exempt transactions | | | |
| 668 | General POS | Cashier | 896668 | Solution shall have the ability to accept scheduled or recurring payments from customers and update the customer's record accordingly | SF | | BES |
| 669 | General POS | Cashier | 896669 | Solution shall have the ability to create a payment plan for customer | DNM | | DNM |
| 670 | General POS | Cashier | 896670 | Solution shall have the ability to issue discounts by redemption items (coupons, rebates, etc.) for tracking promotions | SF | | BES |
| 671 | General POS | Cashier | 896671 | Solution shall have the ability to flag or display a message when discounted amount is below cost | DNM | | DNM |
| 672 | General POS | Cashier | 896672 | Solution has option to require management review/approval when price is below cost | DNM | | DNM |
| 673 | General POS | Cashier | 896673 | Solution shall have the ability to override automated discount (with appropriate user authorization) | SF | | BES |
| 674 | General POS | Cashier | 896674 | Solution shall have the ability to issue discounts and change prices by line item or entire invoice | SF | | BES |
| 675 | General POS | Cashier | 896675 | Solution shall have the ability to issue discounts and change prices by a certain percent or dollar amount | SF | | BES |
| 676 | General POS | Cashier | 896676 | Solution shall have the ability to add freight charges to an invoice with automatic freight cost estimation | SF | | BES |
| 677 | General POS | Reconciliation | 896677 | Solution shall allow cashiers to use more than one terminal, controlled through user log-in. Terminals shall be able to have more than one cashier, with access and control through user log-in | SF | | BES |
| 678 | General POS | Reconciliation | 896678 | Solution shall disallow a cashier from being logged in to more than one terminal at a time. | SF | | BES |
| 679 | General POS | Reconciliation | 896679 | Solution shall have the ability to configure reconciliation periods by payment- | SF | | BES |

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| | | | | receipt/recordation source (cashier, online, etc.) and to trigger reconciliation closing for a payment source manually, if needed | | | |
| 680 | General POS | Reconciliation | 896680 | Solution shall have the ability to trigger reconciliation closing for a payment-receipt/recordation source (cashier, online, etc.) manually, if needed | SF | | BES |
| 681 | General POS | Reconciliation | 896681 | Solution shall have the ability to report on accumulated totals by payment type/transaction type per cashier for reconciliation | SF | | BES |
| 682 | General POS | Reconciliation | 896682 | Solution shall have the ability to provide all necessary reports for end-of-day cashier reconciliation and end-of-day location reconciliation, including reports by location/department/division for a summary view | SF | | BES |
| 683 | General POS | Reconciliation | 896683 | Solution should provide a reconciliation by cash drawer/cashier to determine deposit and balance to starting till | SF | | BES |
| 684 | General POS | Reconciliation | 896684 | Solution shall provide cash over/short reports | SF | | BES |
| 685 | General POS | Reconciliation | 896685 | Solution shall provide daily reconciliation error/exception reports to facilitate error correction | SF | | BES |
| 686 | General POS | Reconciliation | 896686 | Solution can make daily transaction detail available for upload into COSA data warehouse for reporting | CMJ | | BES |
| 687 | General POS | Workflow | 896687 | Solution shall provide configurable workflow technology to step users through a transaction; not following proper steps will stop transaction | SF | | BES |
| 688 | General POS | Workflow | 896688 | Workflows shall be easily modified by authorized administrator to reflect changes or improvements to business processes | SF | | BES |
| 689 | General POS | Workflow | 896689 | Solution shall enable the creation of a universe of workflow rules of all COSA departments; system can identify rules by departments and use only those rules for that | SF | | BES |

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| | | | | department's transactions | | | |
| 690 | General POS | Workflow | 896690 | Solution shall allow new workflow rules to be created from universe of business rules and shall allow them to be used in all relevant departments (no department-specific enhancement or coding is required) | SF | | BES |
| 691 | General POS | Sales | 896691 | Solution shall have the ability to configure the suggestion of relevant up-sell or add-on items at POS | DNM | | DNM |
| 692 | General POS | Sales | 896692 | Solution shall have the ability to create and view special orders (non-stocked items) | DNM | | DNM |
| 693 | General POS | Sales | 896693 | Solution shall have the ability to capture sales person identifier on a POS transaction | SF | | BES |
| 694 | General POS | Sales | 896694 | Solution shall have the ability to capture more than one sales person's identifier on a POS transaction | DNM | | DNM |
| 695 | General POS | Sales | 896695 | Solution shall have the ability to add new customer accounts at POS | SF | | BES |
| 696 | General POS | Sales | 896696 | Solution shall have the ability to link SAP sales order number to the transaction number in the POS system | SF | | BES |
| 697 | General POS | Sales | 896697 | Solution shall use material master records to manage pricing, inventory and other needed information | SF | | BES |
| 698 | General POS | Sales | 896698 | Solution shall have the ability to set up items at a specific price (price look-up code [PLU]) or at an open price | SF | | BES |
| 699 | General POS | Search | 896699 | Solution shall provide flexible search capabilities (e.g., using wild card, filters search results dynamically as end-user inputs values) when using fields with drop-down lists | DNM | | DNM |
| 700 | General POS | Search | 896700 | System has ability to configure sort order on drop-down lists | SF | | BES |
| 701 | General POS | Search | 896701 | Solution shall prevent run-away searches that can lock-up a machine for a length of time | SF | | BES |
| 702 | General POS | Search | 896702 | Solution shall provide search features using drop-down lists | SF | | BES |
| 703 | General POS | Search | 896703 | Solution shall have the ability to search for | SF | | BES |

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| | | | | items by SKU | | | | |
| 704 | General POS | Search | 896704 | Solution shall have the ability to search for items by model/type | DNM | | DNM | |
| 705 | General POS | Search | 896705 | Solution shall have the ability to search for items by description | SF | | BES | |
| 706 | General POS | Search | 896706 | Solution shall have the ability to search for items by serial number | DNM | | DNM | |
| 707 | General POS | Search | 896707 | Solution shall have the ability to search for special (open) orders using multiple criteria such as by customer account, name, phone or order number | DNM | | DNM | |
| 708 | General POS | Search | 896708 | Solution shall have the ability to display item availability/stock level | SF | | BES | |
| 709 | General POS | Search | 896709 | Solution shall have the ability to display item location | DNM | | DNM | |
| 710 | General POS | Search | 896710 | Solution shall have the ability to display item picture | SF | | BES | The System can display the picture on the customer-facing public access side |
| 711 | General POS | Search | 896711 | Solution shall have the ability to display item backorder date and status | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 712 | General POS | Search | 896712 | Solution shall have the ability to display item description with a minimum of a 140 characters | SF | | BES | The System limits over-the-counter description to 40 characters but the Internet portion meets the requirement |
| 713 | General POS | Search | 896713 | Solution shall have the ability to display serial numbers | SF | | BES | |
| 714 | General POS | Search | 896714 | Solution shall have the ability to search for customers by account number, document/invoice number, name, phone, business, or address (catch duplicates) | SF | | BES | |
| 715 | General POS | Search | 896715 | Solution shall have the ability to perform customer account inquiry that displays billing address for a customer | SF | | BES | |
| 716 | General POS | Search | 896716 | Solution shall have the ability to perform customer account inquiry that displays the shipping address for a customer | SF | | BES | |

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| 717 | General POS | Search | 896717 | Solution shall have the ability to perform customer account inquiry that displays credit standing (e.g., outstanding balance, NSF listing, internal flag/comments, etc.) for a customer | SF | | BES | |
| 718 | General POS | Search | 896718 | Solution shall have the ability to perform customer account inquiry that displays billing and shipping terms for a customer | SF | | BES | |
| 719 | General POS | Search | 896719 | Solution shall have the ability to perform customer account inquiry that displays special instructions/notes for a customer | SF | | BES | |
| 720 | General POS | Customer | 896720 | Solution shall have the ability to store and view billing information | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 721 | General POS | Customer | 896721 | Solution shall have the ability to store and view shipping information | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 722 | General POS | Customer | 896722 | Solution shall have the ability to define multiple shipping addresses for each customer | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 723 | General POS | Customer | 896723 | Solution shall have the ability to store and view e-mail address, phone, fax | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 724 | General POS | Customer | 896724 | Solution shall have the ability to store and view birthday (must be treated as sensitive data) | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 725 | General POS | Customer | 896725 | Solution shall have the ability to store and view driver's license number (must be treated as sensitive information) | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 726 | General POS | Customer | 896726 | Solution shall have the ability to store and view customer title/occupation | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |

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| 727 | General POS | Customer | 896727 | Solution shall have the ability to store and view type of buyer (select from user-defined list of types) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 728 | General POS | Customer | 896728 | Solution shall have the ability to provide a user-definable fields (at least 10) | SF | BES | |
| 729 | General POS | Customer | 896729 | Solution conforms to applicable PCI standards for any stored customer information | SF | BES | |
| 730 | General POS | Customer | 896730 | Solution shall allow COSA to customize fields for customer profiles/records for individual departments, based on their needs and legal/regulatory requirements | DNM | DNM | |
| 731 | General POS | Customer | 896731 | Solution shall have the ability to pull outstanding balances from core systems (e.g., Hansen, Tyler, SAP) on a real-time basis and display during POS cashier transaction | SF | BES | |
| 732 | General POS | Customer | 896732 | Solution shall have the ability to pull special comments from core systems (e.g., Hansen, Tyler, SAP) and display during POS cashier transaction | SF | BES | |
| 733 | General POS | Customer | 896733 | Solution shall have the ability to optionally assign unique pricing by customer type (e.g., employee, child, senior, veteran, etc.) | SF | BES | |
| 734 | General POS | Customer | 896734 | Solution shall have the ability to purge customer information per COSA record-retention policy and security policy | SF | BES | |
| 735 | General POS | Customer | 896735 | Solution provides the ability to set parameters for system email/text reminders from no-reply address of reservations, permit start/end dates, etc. | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 736 | General POS | Customer | 896736 | Solution shall have the ability to automatically create a mailing list based on a selection on any combination of elements in the database (sales history, vendor, last visit, birthday, etc.) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 737 | General POS | Customer | 896737 | Solution shall have the ability to configure the solution to be able to flag customer profiles/records to receive reminder, promotional or other messages | DNM | DNM | |

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| 738 | General POS | Customer | 896738 | Solution shall have the ability to create auto-response e-mail marketing campaigns | DNM | DNM | |
| 739 | General POS | Customer | 896739 | System has the ability for customer to opt out of certain communications | DNM | DNM | |
| 740 | General POS | Customer | 896740 | Solution shall have the ability to print customer labels | DNM | DNM | |
| 741 | General POS | Customer | 896741 | Solution shall have the ability to assign sales tax schedules to a customer, including tax exemption, out-of-state taxes, etc. | DNM | DNM | |
| 742 | General POS | Customer | 896742 | Solution shall have the ability to report on consolidated customer history and tracking | DNM | DNM | |
| 743 | Online POS | General | 896743 | Vendor shall provide visually-appealing, user-friendly website that allows for easy navigation through the site and encourages exploration of other services available on the site | CMN | BES | The System's implementation team would need to work with the City's content management team to assess what a "visually-appealing, user-friendly website" looks like before scoping the work. |
| 744 | Online POS | General | 896744 | Solution shall have the ability to provide customer payment self-service through its website via PC or apps/browser for mobile devices | SF | BES | |
| 745 | Online POS | General | 896745 | User interface presented to online customer shall be aware of the device type and present an appropriate format for the screen (responsive design) | DNM | DNM | |
| 746 | Online POS | General | 896746 | Solution shall have the ability for customer to create user profile by creating a user account | DNM | DNM | |
| 747 | Online POS | General | 896747 | Solution shall have the ability for a user to bypass user account creation and allow user to process a payment using a "guest" account | SF | BES | |
| 748 | Online POS | General | 896748 | Solution shall have the ability to use credentials from third party, such as Facebook or LinkedIn, as login credentials for online payments | DNM | DNM | |
| 749 | Online POS | General | 896749 | System has the ability to reference customer profiles in other directories, for example an extended LDAP schema | DNM | DNM | |
| 750 | Online POS | General | 896750 | Solution shall have the ability for a customer to | DNM | DNM | |

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| | | | | use a unique login to access system | | | |
| 751 | Online POS | General | 896751 | Solution shall have the ability for a customer to reset his/her password via self-service using approved security parameters | DNM | DNM | |
| 752 | Online POS | General | 896752 | Solution shall have the ability for customer to create and view user profile/customer information | DNM | DNM | |
| 753 | Online POS | General | 896753 | Solution shall have the ability for a customer to update their user profile/customer information online and receive a confirmation email | DNM | DNM | |
| 754 | Online POS | General | 896754 | Solution shall have the ability for online customer to add items to a shopping cart from open invoices from multiple core City systems (e.g., Hansen, Tyler, etc.) | SF | BES | |
| 755 | Online POS | General | 896755 | Solution shall have the ability for online customer to add items to a shopping cart from a list of commodity items available in POS system | SF | BES | |
| 756 | Online POS | General | 896756 | Solution shall have the ability to make available information, or a hyperlink to information, for help while in shopping cart | CMN | BES | |
| 757 | Online POS | General | 896757 | Solution shall have the ability to display "catalog" information about a commodity item available for purchase, including description, specifications, photo, etc. | CMN | BES | The Systems' implementation team would work with the City to determine all catalog information |
| 758 | Online POS | General | 896758 | Solution shall have the ability to verify inventory stock levels real-time, internal and online | SF | BES | |
| 759 | Online POS | General | 896759 | Solution shall have the ability for a City administrator to configure periodic (daily, weekly, etc.) reconciliation procedures | SF | BES | |
| 760 | Online POS | General | 896760 | Solution shall have the ability to produce end-of-day/end-of-period reconciliation reports for online transactions | SF | BES | |
| 761 | Online POS | Payment | 896761 | Solution shall have the ability to accept all applicable forms of payment from online payment system | SF | BES | |
| 762 | Online POS | Payment | 896762 | Solution integrates credit card | SF | BES | |

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| | | | | processing/authorization | | | | |
| 763 | Online POS | Payment | 896763 | Solution shall have the ability to capture additional credit card verification factors at time of payment, such as zip code or CVV | DNM | | DNM | |
| 764 | Online POS | Payment | 896764 | Customer shall have the option to use more than one payment type per transaction | SF | | BES | |
| 765 | Online POS | Payment | 896765 | Solution shall have the ability to accept purchase orders online for ordering | DNM | | DNM | |
| 766 | Online POS | Payment | 896766 | Customer shall be able to access their order history | DNM | | DNM | |
| 767 | Online POS | Payment | 896767 | Customer shall be able to access their payment history | DNM | | DNM | |
| 768 | Online POS | Payment | 896768 | Customer shall be able to access their balance owing | SF | | BES | |
| 769 | Online POS | Payment | 896769 | Customer shall be able to access their order status | DNM | | DNM | |
| 770 | Online POS | Payment | 896770 | Customer shall be able to make donations online to a particular department or purpose (e.g., Animal Care Services, Spay/Neuter Program, Library, Children's Storytime Program) | SF | | BES | |
| 771 | Online POS | Payment | 896771 | System shall have the ability to produce online printable receipt for all transactions conducted by online customers, including donation confirmation letters | SF | | BES | |
| 772 | Online POS | Payment | 896772 | Solution shall have the ability to include supporting or other documents related to a POS transaction, along with transaction receipt | SF | | BES | |
| 773 | Online POS | Payment | 896773 | System shall have the ability to produce duplicate online printable receipt for previously-completed online transactions | SF | | BES | |
| 774 | Online POS | Orders | 896774 | Solution shall have the ability to support back orders and partial shipments | DNM | | DNM | |
| 775 | Online POS | Orders | 896775 | Solution shall have the ability to allow cancellations to be processed from the online | SF | | BES | |
| | | | | | | | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. | |

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| | | | | interface | | | |
| 776 | Online POS | Orders | 896776 | Solution provides online edit to ensure customer orders are not in a "Filled" or "Completed" status before allowing a cancellation transaction to process online | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 777 | Online POS | Orders | 896777 | Solution shall have the ability to initiate returns from the online interface | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 778 | Online POS | Orders | 896778 | Solution shall have the ability to confirm order and payment to customer online and provides e-mail follow-up | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 779 | Online POS | Orders | 896779 | Solution shall have the ability to send website order notification to the appropriate City department of order to be fulfilled, when necessary | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 780 | Online POS | Orders | 896780 | Solution shall have the ability to notify customer automatically by e-mail of back orders, change in stock availability and/or shipping information | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 781 | Online POS | Orders | 896781 | Solution shall have the ability to configure and charge for shipping rates by third-party vendor, department, City policy, and the like | SF | BES | |
| 782 | Online POS | Kiosks | 896782 | Solution has ability to provide easy-to-use customer self-service kiosks that use touchscreens and a graphical user interface | SF | BES | |
| 783 | Online POS | Kiosks | 896783 | Solution shall have the ability to allow customers to swipe credit cards at kiosk for payment | SF | BES | |
| 784 | Online POS | Kiosks | 896784 | Solution shall have the ability to accept driver's license information for capture and validation by swiping the driver's license, when needed | SF | BES | |
| 785 | Online POS | Kiosks | 896785 | Customer (e.g., Library patrons) shall be to make payments of fines and other fees at the existing self-checkout stations/kiosks | SF | BES | |
| 786 | Online POS | Kiosks | 896786 | Customer shall be provided assurance that | SF | BES | |

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| | | | | personal information and payment information will be secure and confidential | | | |
| 787 | Online POS | Kiosks | 896787 | Customer shall be able to self-update user profile information (such as change of address) | DNM | | DNM |
| 788 | Online POS | Kiosks | 896788 | Customer shall be provided a confirmation number and receipt for purchases/ payments made at kiosk | SF | | BES |
| 789 | Online POS | IVR | 896789 | Customer shall be able to access and pay for services using a touch tone phone | DNM | | DNM |
| 790 | Online POS | IVR | 896790 | IVR system shall prompt customer to enter unique identifier information (such as a library account number) | DNM | | DNM |
| 791 | Online POS | IVR | 896791 | IVR system shall be customizable so that messages and prompts can be modified as needed | DNM | | DNM |
| 792 | Online POS | IVR | 896792 | Solution shall have the ability for customer to access live person by hitting zero or other specified key | DNM | | DNM |
| 793 | Retail POS | Pricing | 896793 | Solution shall have the ability to assign price levels based on customer type, department, category, price range, or region | DNM | | DNM |
| 794 | Retail POS | Pricing | 896794 | Solution shall have the ability to set prices based on a pre-defined profit margin (calculate price based on cost and margin) by item or group | DNM | | DNM |
| 795 | Retail POS | Pricing | 896795 | Solution shall have the ability to calculate cost based on FIFO and LIFO | DNM | | DNM |

The System used to have an IVR component but has retired it as a function of its current release due to waning interest and the increase in online payments.

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| | | | | | | | inventory and purchasing system. |
| 796 | Retail POS | Pricing | 896796 | Solution shall provide the ability to calculate cost by averaging inventory costs | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 797 | Retail POS | Pricing | 896797 | Solution shall have the ability to perform formula-based price calculations | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 798 | Retail POS | Pricing | 896798 | Solution shall have the ability to quantity price breaks based on order quantity, item category, weight, and total price (e.g., 3 for \$10) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 799 | Retail POS | Pricing | 896799 | Solution shall have the ability to automatically mark down or discount merchandise for a specified time by item, group or all merchandise | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 800 | Retail POS | Pricing | 896800 | Solution shall have the ability to automatically mark down or discount merchandise based on customer, customer type, department, category, price, and region | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 801 | Retail POS | Pricing | 896801 | Solution shall have the ability to maintains discount history with effective dates | SF | BES | |
| 802 | Retail POS | Pricing | 896802 | Solution shall have the ability to display discounts on the transaction invoice | SF | BES | |
| 803 | Retail POS | Pricing | 896803 | Solution shall have the ability to provide lot/bundled pricing (e.g., single, case, etc.) | SF | BES | |
| 804 | Retail POS | Pricing | 896804 | Solution shall have the ability to load price lists/updates from a file/spreadsheet | DNM | DNM | |
| 805 | Retail POS | Pricing | 896805 | Solution shall have the ability to show price lists with effective date | SF | BES | |
| 806 | Retail POS | Pricing | 896806 | Solution shall have the ability to perform pricing simulation and "what-if" analysis | DNM | DNM | |
| 807 | Retail POS | Procurement | 896807 | Solution shall have the ability to interface/interoperate with the City's purchasing system (SAP), as needed | CMJ | BES | The System will be able to interface/interoperate with SAP but the extent of this interface will need to be explored by the System's implementation team and SAP |

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| 808 | Retail POS | Procurement | 896808 | Solution shall have the ability to interface with the City's GL system (SAP) for inventory balance information | CMJ | BES | The System will be able to interface/interoperate with SAP but the extent of this interface will need to be explored by the System's implementation team and SAP |
| 809 | Retail POS | Procurement | 896809 | Solution shall have the ability to automatically post daily sales and other required financial information into the City's financial system (SAP) | SF | BES | |
| 810 | Retail POS | Procurement | 896810 | Solution shall have the ability to manually generate purchase orders to a vendor to replenish inventory | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 811 | Retail POS | Procurement | 896811 | Solution shall have the ability to automatically generate unique, sequential purchase order numbering | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 812 | Retail POS | Procurement | 896812 | Solution shall have the ability to generate purchase orders/recommendations based on available stock and reorder points (min/max) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 813 | Retail POS | Procurement | 896813 | Solution shall have the ability to generate purchase orders/recommendations based on sales history (quantity sold) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 814 | Retail POS | Procurement | 896814 | Solution shall have the ability to generate purchase orders/recommendations for a specific supplier, manufacturer, department or category | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 815 | Retail POS | Procurement | 896815 | Solution shall have the ability to import open-to-buy inventory forecasts | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 816 | Retail POS | Procurement | 896816 | Solution shall have the ability to suggest suppliers with the best price | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 817 | Retail POS | Procurement | 896817 | Solution shall have the ability to track suppliers promised date and actual date | DNM | DNM | The System's core competency is for taking payments as a cashiering |

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| | | | | received | | | | solution but does not work as a retail inventory and purchasing system. |
| 818 | Retail POS | Procurement | 896818 | Solution shall have the ability to process vendor returns using purchase orders with negative-value entries or similar methods | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 819 | Retail POS | Procurement | 896819 | Solution shall have the ability to define recurring obligations for repeat purchases | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 820 | Retail POS | Procurement | 896820 | Solution shall have the ability to specify multiple suppliers for each item | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 821 | Retail POS | Procurement | 896821 | Solution allows purchase orders to be automatically dispatched to vendors via fax and/or email | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 822 | Retail POS | Procurement | 896822 | Solution allows vendors to view open purchase orders online | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 823 | Retail POS | Procurement | 896823 | Solution allows purchase order history to be viewed online | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 824 | Retail POS | Procurement | 896824 | Solution shall have the ability to require a minimum order amount | SF | | BES | |
| 825 | Retail POS | Procurement | 896825 | Solution shall have the ability to view sales history (quantity sold) for each item | SF | | BES | |
| 826 | Retail POS | Procurement | 896826 | Solution shall have the ability to increment inventory to include on-order quantity when purchase order is opened | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 827 | Retail POS | Procurement | 896827 | Solution shall have the ability to store and view vendor information, including items, method of shipment, and terms | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |

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| 828 | Retail POS | Procurement | 896828 | Solution shall have the ability to store multiple addresses per supplier | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 829 | Retail POS | Procurement | 896829 | Solution shall have the ability to store supplier/vendor contact names, phone numbers, e-mail addresses, websites, and fax numbers | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 830 | Retail POS | Procurement | 896830 | Solution shall have the ability to store notes pertaining to a supplier | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 831 | Retail POS | Procurement | 896831 | Solution shall have the ability to display/print a supplier list report | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 832 | Retail POS | Receiving | 896832 | Solution shall have the ability to receive against Purchase Order, edit by exception | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 833 | Retail POS | Receiving | 896833 | Solution shall have the ability to enter new inventory items at receiving | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 834 | Retail POS | Receiving | 896834 | Solution shall have the ability to batch receive by barcode for an entire carton or shipment | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 835 | Retail POS | Receiving | 896835 | Solution shall have the ability to mark items back ordered | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 836 | Retail POS | Receiving | 896836 | Solution shall have the ability to allow input of expected date to receive | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 837 | Retail POS | Receiving | 896837 | Solution shall have the ability to receive merchandise without a Purchase Order | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail |

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| | | | | | | | inventory and purchasing system. |
| 838 | Retail POS | Receiving | 896838 | Solution shall have the ability to print price tags and/or barcode tags at receiving | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 839 | Retail POS | Receiving | 896839 | Solution shall have the ability to receive items to multiple stores against a central PO | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 840 | Retail POS | Receiving | 896840 | Solution shall have the ability to group inventory by location | SF | BES | |
| 841 | Retail POS | Receiving | 896841 | Solution shall have the ability to transfer inventory from store to store | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 842 | Retail POS | Receiving | 896842 | Solution shall have the ability to allow authorized department user to generate reports from a central location | SF | BES | |
| 843 | Retail POS | Receiving | 896843 | Solution shall have the ability to allow authorized department user to update pricing, discounts, and add inventory from a central location | SF | BES | |
| 844 | Retail POS | Receiving | 896844 | Solution shall have the ability to allow authorized department user to customize security and passwords from a central location | SF | BES | |
| 845 | Retail POS | Receiving | 896845 | Solution shall have the ability to allow authorized department user to view, update and report on each stores data in real-time | SF | BES | |
| 846 | Retail POS | Receiving | 896846 | Solution shall have the ability to interface with the solution's inventory module to update the average unit of cost of the item received | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 847 | Retail POS | Receiving | 896847 | Solution shall have the ability to interface with the solution's inventory module to increment on-hand quantity when items are received | SF | BES | |
| 848 | Retail POS | Inventory | 896848 | Solution shall have the ability to store and view product line/vendor information | SF | BES | |
| 849 | Retail POS | Inventory | 896849 | Solution shall have the ability to store and | SF | BES | |

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| | | | | view item number information | | | |
| 850 | Retail POS | Inventory | 896850 | Solution shall have the ability to store and view description information (at least 150 characters) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 851 | Retail POS | Inventory | 896851 | Solution shall have the ability to store and view unit of measurement information | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 852 | Retail POS | Inventory | 896852 | Solution shall have the ability to allow user-defined fields for each item (at least 5 fields each with at least 150 characters) | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 853 | Retail POS | Inventory | 896853 | Solution shall have the ability to store and view a supplier/vendor for each item | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 854 | Retail POS | Inventory | 896854 | Solution shall have the ability to store and view multiple suppliers for each item | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 855 | Retail POS | Inventory | 896855 | Solution shall have the ability to assign and view a department for each item | SF | BES | |
| 856 | Retail POS | Inventory | 896856 | Solution shall have the ability to assign and view a category for each item | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 857 | Retail POS | Inventory | 896857 | Solution shall have the ability to store and view a stocking code for each item | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 858 | Retail POS | Inventory | 896858 | Solution shall have the ability to store and view a location/bin for each item | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 859 | Retail POS | Inventory | 896859 | Solution shall have the ability to store and view a warehouse/facility location for each item | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail |

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| | | | | | | | | inventory and purchasing system. |
| 860 | Retail POS | Inventory | 896860 | Solution shall have the ability to store and view a core/base charge for each item | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 861 | Retail POS | Inventory | 896861 | Solution shall have the ability to store and view a year, make, and model for each item | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 862 | Retail POS | Inventory | 896862 | Solution shall have the ability to store and view a shipping weight to each item | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 863 | Retail POS | Inventory | 896863 | Solution shall have the ability to store and view a bar code number for each item | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 864 | Retail POS | Inventory | 896864 | Solution shall have the ability to support item kits/groupings of one part to represent multiple parts | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 865 | Retail POS | Inventory | 896865 | Solution shall have the ability to track inventory by matrix or color/size tables (at least 250 tables) | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 866 | Retail POS | Inventory | 896866 | Solution shall have the ability to track items by serial number | SF | | BES | |
| 867 | Retail POS | Inventory | 896867 | Solution shall have the ability to allow multiple serial numbers per item | DNM | | DNM | |
| 868 | Retail POS | Inventory | 896868 | Solution shall have the ability to search for inventory items by product line, item number, serial number, and description | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 869 | Retail POS | Inventory | 896869 | Solution shall have the ability to search/view inventory by category or department | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 870 | Retail POS | Inventory | 896870 | Solution shall have the ability to perform case- | DNM | | DNM | The System's core competency is |

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| | | | | to-unit conversion (for retailers that buy by case but sell by unit) | | | | for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 871 | Retail POS | Inventory | 896871 | Solution shall have the ability to set min/max order levels | SF | | BES | |
| 872 | Retail POS | Inventory | 896872 | Solution shall have the ability to establish seasonal min/max order levels, customizable by month range (for busy/slow seasons) | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 873 | Retail POS | Inventory | 896873 | Solution shall have the ability to automatically compute min-max inventory level based on sales history | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 874 | Retail POS | Inventory | 896874 | Solution shall have the ability to view usage history for each item | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 875 | Retail POS | Inventory | 896875 | Solution shall have the ability to establish unlimited associated items or aliases | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 876 | Retail POS | Inventory | 896876 | Solution shall have the ability to track off-line inventory (items not for sale) | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 877 | Retail POS | Inventory | 896877 | Solution shall have the ability to manually update inventory quantities | SF | | BES | |
| 878 | Retail POS | Inventory | 896878 | Solution shall have the ability to display inventory balance before adjustments and after adjustments | SF | | BES | |
| 879 | Retail POS | Inventory | 896879 | Solution shall provide an audit trail of inventory adjustments for reporting | SF | | BES | |
| 880 | POS Reporting | General | 896880 | Solution shall offer a comprehensive range of standardized reports (Note: provide list of standard reports available) | SF | | BES | |
| 881 | POS Reporting | General | 896881 | Solution shall use industry-standard reporting tool (i.e., Crystal Reports, etc.) | SF | | BES | |
| 882 | POS Reporting | General | 896882 | Solution shall have ability to export to | SF | | BES | |

| | | | | | | | |
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| | | | | Microsoft Excel | | | |
| 883 | POS Reporting | General | 896883 | Solution shall have ability to save reports in a PDF file format | SF | | BES |
| 884 | POS Reporting | General | 896884 | Solution shall have ability to display all printable reports on screen | SF | | BES |
| 885 | POS Reporting | General | 896885 | Solution shall provide a built-in report generator, giving users the ability to create their own reports/inquiries | SF | | BES |
| 886 | POS Reporting | General | 896886 | Solution shall not purge daily detail of transactions when monthly (or other period) totals are calculated | SF | | BES |
| 887 | POS Reporting | General | 896887 | Solution shall have a set-up feature to select desired reports to be printed at particular departments or sites. Once selected, these reports may be printed in a single step | DNM | | DNM |
| 888 | POS Reporting | General | 896888 | Solution shall allow managers to schedule the generation of recurring reports and to receive the report by e-mail | SF | | BES |
| 889 | POS Reporting | General | 896889 | Solution shall allow non-technical users to modify the layout and look of a report | SF | | BES |
| 890 | POS Reporting | General | 896890 | Solution shall provide reports by site and/or cashier station | SF | | BES |
| 891 | POS Reporting | General | 896891 | Solution shall provide reports by payment type | SF | | BES |
| 892 | POS Reporting | General | 896892 | Solution shall provide reports by items/services sold | SF | | BES |
| 893 | POS Reporting | General | 896893 | Solution shall provide an audit trail for any COSA user (such as cashiers) | SF | | BES |
| 894 | POS Reporting | General | 896894 | Solution shall provide an audit trail for any customer using self-checkout, kiosks, and Internet for transactions | SF | | BES |
| 895 | POS Reporting | General | 896895 | Solution shall provide a general ledger audit trail report | SF | | BES |
| 896 | POS Reporting | General | 896896 | Solution shall provide reports on waivers, discounts, convenience fee and refunds | SF | | BES |
| 897 | POS Reporting | General | 896897 | Solution shall provide reports on taxes collected | SF | | BES |
| 898 | POS Reporting | General | 896898 | Solution shall close a sales period (quarter, month, day, etc.) so that no additional edits | SF | | BES |
| | | | | | | | The System closes out based on the cashiers. Once the deposit is done |

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| | | | | can be made, except by a designated system administrator | | | there is no monthly, quarterly, etc. close out period. |
| 899 | POS Reporting | General | 896899 | Solution shall allow a manager to add a comment on the sales or cash count report for a specific period or site | SF | BES | |
| 900 | POS Reporting | General | 896900 | Solution shall allow terminal users (cashiers) to include a comment on the daily sales or other reports | SF | BES | |
| 901 | POS Reporting | General | 896901 | Solution shall be able to print reports (for sales, payments by type, operator, etc.) by shift, day, week or other specified period for each POS site (including cashiers, Internet, IVR) | SF | BES | |
| 902 | POS Reporting | Customer | 896902 | Solution shall provide a customer list | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 903 | POS Reporting | Customer | 896903 | Solution shall provide customer special order reports | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 904 | POS Reporting | Customer | 896904 | Solution shall provide a customer purchase frequency report | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 905 | POS Reporting | Customer | 896905 | Solution shall provide a customer purchase details report for last two (2) years | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 906 | POS Reporting | Customer | 896906 | Solution shall provide a report showing customers purchase totals | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 907 | POS Reporting | Customer | 896907 | Solution shall provide a list of open/held invoices by customer | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 908 | POS Reporting | Retail POS | 896908 | Solution shall provide inventory reports for | SF | BES | |

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| | | | | departments to manage usage, inventory control, reorder levels, etc., as well as to use for forecasting | | | |
| 909 | POS Reporting | Retail POS | 896909 | Solution shall provide sales totals by specified time of day, week, month or year | SF | | BES |
| 910 | POS Reporting | Retail POS | 896910 | Solution shall provide sales totals for each department, category, manufacturer or supplier | DNM | | DNM |
| 911 | POS Reporting | Retail POS | 896911 | Solution shall provide sales totals for each rep or cashier, by payment type, by transaction type, for a day or user-specified date range | SF | | BES |
| 912 | POS Reporting | Retail POS | 896912 | Solution shall provide sales totals for each cash register/workstation | SF | | BES |
| 913 | POS Reporting | Retail POS | 896913 | Solution shall provide sales tax totals by day, month, quarter or year | SF | | BES |
| 914 | POS Reporting | Retail POS | 896914 | Solution shall provide forecast error report based on past forecasts compared with actual sales results | SF | | BES |
| 915 | POS Reporting | Retail POS | 896915 | Solution shall provide daily sales transaction details by cashier or department | SF | | BES |
| 916 | POS Reporting | Retail POS | 896916 | Solution shall provide number of items sold by time of day, week, month or year | SF | | BES |
| 917 | POS Reporting | Retail POS | 896917 | Solution shall provide number of items sold for each department or category | SF | | BES |
| 918 | POS Reporting | Retail POS | 896918 | Solution shall provide number of items sold based on top sellers | SF | | BES |
| 919 | POS Reporting | Retail POS | 896919 | Solution shall provide number of items sold based on lowest sellers | SF | | BES |
| 920 | POS Reporting | Retail POS | 896920 | Solution shall provide on hand inventory valuation reporting by item number, product line, location, category or department | DNM | | DNM |
| 921 | POS Reporting | Retail POS | 896921 | Solution shall provide inactive, excess or obsolete inventory report | DNM | | DNM |
| 922 | POS Reporting | Retail POS | 896922 | Solution shall provide inventory shortage and back order reports | DNM | | DNM |
| | | | | | | | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| | | | | | | | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| | | | | | | | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |

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| | | | | | | | | solution but does not work as a retail inventory and purchasing system. |
| 923 | POS Reporting | Retail POS | 896923 | Solution shall provide back order summary and detailed lists | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 924 | POS Reporting | Retail POS | 896924 | Solution shall provide inventory transactions by item number, location and transaction type | SF | | BES | |
| 925 | POS Reporting | Retail POS | 896925 | Solution shall provide usage history (multi-year) and source of demand | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 926 | POS Reporting | Retail POS | 896926 | Solution shall provide inventory status by item number and serial number | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 927 | POS Reporting | Retail POS | 896927 | Solution shall provide serial number list | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 928 | POS Reporting | Retail POS | 896928 | Solution shall provide serial number aging report | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 929 | POS Reporting | Retail POS | 896929 | Solution shall provide item reorder list | SF | | BES | |
| 930 | POS Reporting | Retail POS | 896930 | Solution shall provide item sales history | SF | | BES | |
| 931 | POS Reporting | Retail POS | 896931 | Solution shall provide substitute or alias item list | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 932 | POS Reporting | Retail POS | 896932 | Solution shall provide physical count worksheet by department, category, vendor, and product line | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 933 | POS Reporting | Retail POS | 896933 | Solution shall provide inventory turnover reporting | DNM | | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail |

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| | | | | | | | inventory and purchasing system. |
| 934 | POS Reporting | Retail POS | 896934 | Solution shall provide days-of-supply-remaining reporting | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 935 | POS Reporting | Retail POS | 896935 | Solution shall provide open-to-buy inventory forecasting | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 936 | POS Reporting | Retail POS | 896936 | Solution shall provide purchase order status report | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 937 | POS Reporting | Retail POS | 896937 | Solution shall provide item purchase history report | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 938 | POS Reporting | Retail POS | 896938 | Solution shall have the ability to generate past due reports by vendor or item number in due date sequence | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 939 | POS Reporting | Retail POS | 896939 | Solution shall provide vendor performance report based on late deliveries | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 940 | POS Reporting | Retail POS | 896940 | Solution shall provide vendor performance reports based on price variances | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 941 | POS Reporting | Retail POS | 896941 | Solution shall provide price variances (sales price less list price) by sales order | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |
| 942 | POS Reporting | Retail POS | 896942 | Solution shall provide price variances (sales price less list price) summary for a specified time of day, week, month or year | DNM | DNM | The System's core competency is for taking payments as a cashiering solution but does not work as a retail inventory and purchasing system. |

ACTIVE

Respondent Questionnaire

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: The ACTIVE Network, Inc.

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 10182 Telesis Court

City: San Diego State: CA Zip Code: 92121

Telephone No. 800.661.1196 Fax No: 604.432.9708

Website address: www.ActiveNetwork.com

Year established: 1999

Provide the number of years in business under present name: 15 years

Social Security Number or Federal Employer Identification Number: 33-0884962

Texas Comptroller's Taxpayer Number, if applicable: 32002810987

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 088951939

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____

Partnership

Corporation If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other If checked, list business structure: _____

Printed Name of Contract Signatory: Darko Dejanovic

Job Title: CEO

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

N/A

Provide address of office from which this project would be managed:

City: San Diego State: CA Zip Code: 92121

Telephone No. 888.543.7223 Fax No: 604.432.9704

Annual Revenue: \$450M ~

Total Number of Employees: 3,187 (as of April 30, 2013)

Total Number of Current Clients/Customers: 56,000-plus

Briefly describe other lines of business that the company is directly or indirectly affiliated with: ACTIVE is the leader in activity and participant management solutions with a portfolio of solutions that govern event management, race management, recreation management, outdoor management, camp management, church management, sports management, school management, golf, ski and attractions.

List Related Companies:

Vista Equity Partners, RTP, LLC, Fellowship One, ReserveAmerica,

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Mr. Sukh Sanghera Title: Sr. Strategic Sales Executive

Address: 6400 Roberts Street, Suite 160

City: Burnaby State: BC Zip Code: V5G 4C9

Telephone No. 800.661.1196 x 1207 Fax No: 604.432.9708

Email: Sukh.Sanghera@ActiveNetwork.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No X

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

ACTIVE is on the Texas Certificate of Amended Registration. ACTIVE's Texas SOS File Number is 0013453306.

5. Where is the Respondent's corporate headquarters located? San Diego, CA

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

No

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

References

Provide three (3) references to which Respondent has provided software and services similar in size and scope to those proposed to the City within the past three (3) years. At least one reference must include a POS solution, and at least one must include an RRS solution. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name City and County of Denver

Contact Name: Caroline Hendrickson Title: Cash and Investment Manager

Address: 201 West Colfax Avenue

City: Denver State: CO Zip Code: 80202

Telephone No. 702.913.9335 E-mail: caroline.hendrickson@denvergov.org

Date and Type of Service(s) Provided: September 2010 to present. Full implementation of Payment Manager's enterprise point of sale solution, including centralized cashiering.

Reference No. 2:

Firm/Company Name City of Chicago, Department of Revenue

Contact Name: Richard Ponce Title: Deputy Director

Address: 121 N. LaSalle Street, Room 107A

City: Chicago State: IL Zip Code: 60602

Telephone No. 312.744.8139 E-mail: richard.ponce@cityofchicago.org

Date and Type of Service(s) Provided: 2008 to present. Full implementation of Payment Manger's enterprise point of sale solution, including centralized cashiering.

Reference No. 3:

Firm/Company Name Chicago Park District

Contact Name: Dana Zilinski Title: Deputy Director of Revenue

Address: 541 North Fairbanks Ct.

City: Chicago State: IL Zip Code: 60612

Telephone No. 312.742.4846 E-mail: dana.zilinski@chicagoparkdistrict.com

Date and Type of Service(s) Provided: 2010 to present. Full implementation of ACTIVE Net to manage activities, facilities, membership, leagues, childcare and public access.

Experience, Background, Qualifications

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant projects of similar size and scope performed over the past four years. (These may be the same projects identified as References.) Identify associated results or impacts of the project/work performed.

City and County of Denver – 2010 to Present

The City and County of Denver (CCD) is responsible for annually processing \$1 billion mail-in payments and \$300 million over-the-counter transactions for its constituents and taxpayers. The City's cashiering systems had grown outdated. Customer records had to be manually updated, mailed in payments had to be processed with manual receipts returned and lost payment possibilities with late handling fees were also of concern. The issues CCD was experiencing throughout its agencies posed the following problems:

- Independent systems that relied on archaic technology
- Non-transferable systems that were created for individual agency requirements
- Non-computerized systems that diminished financial controls
- Non-existent automation for financial reporting
- Non-existent Internet payment solution

The implementation of Payment Manager alleviated these problems by providing a PCI compliant solution that consolidated all payments for CCD's Enterprise Cashiering System (ECS). ACTIVE was instrumental in establishing an enterprise network of POS terminals with a shared server and software infrastructure making it less costly and more efficient to maintain than each agency pursuing their own solutions. In addition, the ability to link back-office systems containing citizen, business and taxpayer debt to the network of POS terminals and to the Internet for debt presentations and posting of payments proved invaluable.

ACTIVE implemented Payment Manager in a phased approach as per CCD's direction in order to spread the cost of the project over several fiscal years. This is a function of the City's ultimate goal of having all 20 departmental systems taking payments to be a part of the ECS by 2017. This approach provides CCD and its departments additional time to identify and implement systems to record citizen or business debt and then leverage the new POS network and Internet payment capabilities via an interface to the ECS.

The base project involved creating integrations to four departmental systems for the Treasury Department: Excise Tax (GenTax), PeopleSoft, Property Tax (OASIS) and Property Tax Prepayment (OASIS). Once these were successfully completed, ACTIVE and CCD worked on integrations with the Clerk & Recorder, Courts, Library, Animal Control (Chameleon) and Wastewater Management departments.

The next phase in the project involves implementing the ACTIVE Net system for the Parks and Recreation department, replacing their existing US eDirect system with rollout and go-live expected in October 2014.

Chicago Park District – 2010 to Present

The Chicago Park District (CPD) is one of the largest municipal park managers in the nation. It owns and operates over 8,100 acres of property including 580 parks, 250 staffed recreation centers, 6 golf courses, 10 major museums, a stadium, a zoo 9 harbors and 31 bathing beaches. Moreover, CPD offers thousands of programs and activities each year along with a very busy summer camps session and special events permitting.

While CPD offered program registration to the public, the previous system was in need of replacement due to its outdated technology and inability to greatly serve “rush” registrations. ACTIVE Net was able to provide a hosted solution that allowed for scalable bandwidth activity, aggressive load testing and customer relationship management (CRM) services for CPD’s patrons with regard to their online transactions and user profile.

One of the key items that CPD was focused on was ACTIVE’s capability to allow for peak load time capability during high demand times to accommodate over 5,000 transactions per minute. This is especially common for popular classes and programs during the summer season where ACTIVE Net experienced over 40,000 registrants waiting to log in to the system on the first day of registration at 9:00am.

In addition to managing seasonal “spikes”, ACTIVE is able to provide additional benefits to CPD with the implementation of ACTIVE Net:

- Increased operational efficiency through reducing manual activities, centralizing all recreation operations and making them accessible to all staff with an Internet connection, and having users better equipped to deliver superior service to CPD’s citizens
- Improved decision making by centralizing all data and providing up-to-the-minute reports on financials, registrations, reservations, memberships, online adoption rates and leagues
- Maximized participation with 24-7 access to CPD’s online offerings and additional marketing applications – email, mail and brochure-exporting tools – to keep the community informed. This has resulted in increased awareness and participation in CPD’s activities and programs with a movement away from in-person registrations to online registration
- Savings with a Software-as-a-Service (SaaS) solution. ACTIVE hosts and manages all of CPD’s data securely, off-premise and uses the latest technology infrastructure. This provides CPD with remote, web-based access at any time and low upfront costs as all major investments in server infrastructure, redundancy and disaster recovery is managed by ACTIVE.

YMCA of Greater San Antonio – 2013 to Present

The YMCA of Greater San Antonio made the transition from ACTIVE’s CLASS solution to the ACTIVE Net solution. The reason behind the move to cloud based technology from a client/server platform is in order to improve operational efficiency, engage members and drive participation by offering better online access to activities.

The YMCA is focused on creating a member-centric culture and needed a technology solution that allowed them to better engage with their 50,000-plus members. With ACTIVE Net, IT staff doesn't spend time maintaining database servers, worry about PCI compliance or purchasing additional infrastructure. The front-office staff can easily access the system anywhere at any time and focus on a better member experience.

In addition to these great benefits, the YMCA of Greater San Antonio enjoys the following:

- Management of all operations in one easy-to-use system with a single view of its members across all 10 locations across San Antonio, Boerne and New Braunfels
- Boost of donations with the integrated fundraising tool
- Improvement of online access to activities for members
- Engagement of members via the integrated social media tools
- Streamlined payment processing and administrative tasks
- Reduced time and cost related to maintaining and managing database servers
- Expedited technology deployment

2. Indicate the number of years Respondent has been in the business of providing the types of solutions requested by the RFCSP. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

ACTIVE is the leading provider of Activity and Participant Management solutions. ACTIVE's technology platform makes managing and operating all types of activities, events and organizations smarter and more efficient. ACTIVE powers 55,000 global customers and builds leading vertical technology applications for the markets it serves. ACTIVE's leading ACTIVE Net and Payment Manager platforms scale with its customers, large and small.

ACTIVE was founded in 1999 and began as an online registration site for endurance races. Event organizers quickly realized the benefits of paperless registration, and following a series of mergers and acquisitions, ACTIVE processed more than one million transactions involving event and league registrations, web publishing and e-commerce by 2000.

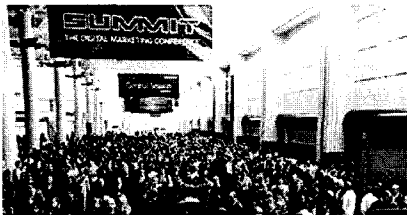
ACTIVE's registration and application services technology was soon adopted by a wide range of community service organizations that wanted to increase revenues, improve efficiency, and reduce the cost and complexity of managing activities, programs and events. The company's popular Active.com community also became the "go to" place to sign up for participatory activities around the nation, and quickly moved up the ranks to become one the most visited sports-related sites on the Web.

ACTIVE has acquired many companies across its divisions since inception but the one most notable was Class Software in 2004. Class Software was the leading provider of client-server technology for citywide cashiering and recreation management since 1986 and the subsequent acquisition solidified ACTIVE's position as the industry leader. Both companies came together with a common vision of providing our customers with the best technology and services through integrated resources, capabilities and complementary strengths.

Today, ACTIVE is a leading provider of organization-based cloud computing applications and was acquired in 2013 by Vista Equity Partners (Vista), a US based private equity firm with offices in Austin, San Francisco and Chicago. Vista currently invests over \$7 billion in capital and is committed to dynamic, successful technology-based organizations led by world-class management teams with long-term perspective.

ACTIVE is still headquartered in San Diego and company has over 25 offices worldwide with more than 3,300 employees. ACTIVE currently serves over 55,000 organizations worldwide and processes 90 million transactions annually in order to help our customers get participants, manage their events and build communities.

Recreation management and citywide cashiering are core parts of our business. The following highlights all other primary lines of business:



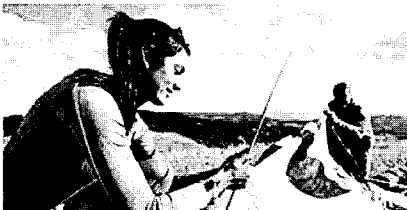
Meeting & Event
Management Software



Race
Management Software



Recreation
Management Software



Outdoor
Management Software



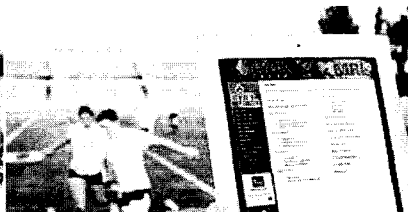
Camp
Management Software



Church
Management Software



School
Management Software



Sports
Management Software



Golf, Ski & Attractions
Management Software

3. List all Point-of-Sale/Cashiering projects that the Respondent has completed in the last four years and the size/scale of each project. Provide an overview of the benefits achieved by each of the projects.

The following are a list of projects that ACTIVE has completed in the last four years with our Payment Manager solution:

| Customer | Brief Description |
|-----------------------------------|---|
| State of Maryland | Managing all payments for the Courts department with integrations to the Circuit Court, District Court and Financial systems |
| Guam Power Authority | Centralized payment solution, integration to JDE and the provision of online payments for island's residents |
| City and County of Denver, CO | Centralized payment solution for the entire city and county with 4 integrations to the OASIS (two), GenTax and PeopleSoft |
| City of Toronto, ON | Consolidation of all payment channels and centralizing cashiering the Tax, Water, Parking and Metro departments |
| City of Wellington, NZ | Centralized cashiering and management of four integrations, including PeopleSoft A/R |
| Allegany County, MD | Centralized cashiering for three county departments: Tax (Vertex), Utilities (JDE) and A/R (JDE) |
| City of Bellingham, WA | Centralized cashiering for the entire city and integrations to Eden, Tidemark, Cayenta, HDL, SIRSI and TickeTrak |
| City of Fremont, CA | Centralized cashiering and integrations to HDL and Tidemark |
| City of Lafayette, LA | Centralized cashiering and integrations to CRW and Clancy (Parking) |
| City of Oceanside, CA | Centralized cashiering and integrations to 6 departmental systems: JDE, Duncan, CRW, SunGard, PSI and Tritech |
| City of Sacramento, CA | Centralized cashiering and integrations to 4 departmental systems: Duncan (Parking), Accella (Permits), Oracle CIS (Utilities) and PeopleSoft. |
| City of Wasau/Marathon County, WI | Centralized cashiering in a partnership between the city and county with integration to Cayenta (A/R), Complus (Parking), Continental (Utilities), Municipal Courts (city-created), and Land Records (city- |

| | |
|-----------------------|---|
| | created) |
| City of Brampton, ON | Payments for the Parking department and integration |
| City of Saskatoon, ON | Centralized cashiering and integration to systems in three departments: Utilities, Parking and Property Tax |
| Brant County, ON | Centralized cashiering and integration with the Property Tax (Vailtech) and A/R (Great Plains) departments |

4. List all Point-of-Sale/Cashiering projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.

| Customer | Target Date | Contact Information |
|--------------------------|-------------|---|
| City of Philadelphia, PA | Jun 2014 | Richard Mcloughlin 908.479.6790 rmcloughlin@ffximg.com |
| City of Memphis, TN | Apr 2014 | Michael Jones 901.576.6214 michael.jones@memphistn.gov |
| City of Albany, GA | Mar 2014 | Sharonda Thompson 229.431.2859 sthompson@albany.ga.us |
| City of Regina, SK | Feb 2014 | Chuck McDonald 306.777.7000 cmcdonald@regina.ca |

5. Describe previous experience/projects where Respondent has integrated the proposed POS solution with Chase Paymentech, LLC or other Merchant Service Providers.

ACTIVE is not able to list all previous experience with integrations to various projects because Payment Manager works with every payment processor for all our customers. While Chase Paymentech, LLC is the merchant service provider that we have the most familiarity with, ACTIVE has successfully integrated with the following payment processors: Chase Paymentech, American Express Internet Direct, Authorize.Net, Beanstream Payment Gateway, CyberSource, Digital River World Payments, DirectLink, First Data e4, First Data Global Gateway, Moneris eSELECTplus, Optimal

Payments, Payflow Pro, PayPal Payments Pro, ProfitStars Enterprise Payment Solutions, PxPost, Sage Pay Direct, Sage Payment Solutions, Skipjack, STPP Web Services, TouchNet Payment Gateway, USA ePay, VirtualMerchant and WorldPay XML Direct.

6. List all Reservation/Registration projects that the Respondent has completed in the last four years and the size/scale of each project. Provide an overview of the benefits achieved by each of the projects.

ACTIVE has completed over 450 new successful ACTIVE Net implementations over the last four years. In the interest of saving space in the Response, the list has been truncated to include the customers with similar size/scale as the City of San Antonio. If a complete list is required, it can be provided upon request.

| Customer | Brief Description |
|--|--|
| YMCA of San Antonio, TX | Centralization of membership management for 50,000 members and online registration |
| City of Houston, TX | Management of adult sports leagues, activity registration and facility reservations across the Parks and Recreation department. |
| City of El Paso, TX | Centralization of activity registration, facility reservation, league scheduling, membership management, eCommerce and POS operations. |
| NASA, Houston, TX | Centralization and management of all recreation functions at the Starport Fitness center |
| Chicago Park District, IL | Centralization of activity registration, facility reservation, league scheduling, membership management, eCommerce and POS operations. |
| City of San Diego, CA | Centralization of activity registration, facility reservation, league scheduling, membership management, eCommerce and POS operations. |
| Minneapolis Park & Recreation Board (MPRB), MN | Centralization of activity registration, facility reservation, league scheduling, membership management, eCommerce and POS operations. |
| City of Saint Paul, MN | Centralization of activity registration, facility reservation, league scheduling, membership management, eCommerce and POS operations. |
| City of Atlanta, GA | Centralization of activity registration, facility reservation, league scheduling, membership management, eCommerce and POS operations. |

7. List all Reservation/Registration projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion, and the contact name, phone number, and email address for the project manager.

ACTIVE has over 80 RRS projects in various stages of implementation ranging from the Initiation phase to the Soft Launch phase. In the interest of saving space in the Response, the list has been truncated to include the customers with similar size/scale as the City of San Antonio.

| Customer | Target Date | Contact Information |
|--------------------------------------|-------------|--|
| City of Phoenix, AZ | Nov 2014 | Lani Auwen 602.262.4996 lani.auwen@phoenix.gov |
| City of Mesa, AZ | Apr 2014 | Marc Heirshberg 480.644.2667 marc.heirshberg@mesaaz.gov |
| City and County of Denver, CO | Dec 2014 | Fred Weiss 720.913.0696 fred.weiss@ci.denver.co.us |
| City of Long Beach, CA | Sep 2014 | Tara Yeats 562.570.3190 tara.yeats@longbeach.gov |
| City of Portland, OR | Dec 2014 | Betty Woodward 503.865.2389 betty.g.woodward@portlandoregon.gov |
| YMCA of Metropolitan Los Angeles, CA | Jun 2014 | Daria Price 213.351.2244 dariaprice@ymcala.org |
| YMCA of Greater Kansas City, KS | Dec 2014 | Troy Patterson 816.360.3391 troypatterson@kansascityymca.org |
| YMCA of Greater Seattle, WA | Jan 2015 | Regina Rogers 206.226.8248 rrogers@seattleyymca.org |

8. Describe Respondent's specific experience with public sector clients, especially large municipalities. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.

ACTIVE is the industry leader in providing cashiering solutions and recreation management for recreation agencies worldwide and specializes in enterprise deployments to large municipalities. ACTIVE's various recreation and cashiering solutions have been used by local government agencies since 1986, which speaks to our longevity, success and ability to adapt to a changing technology environment.

ACTIVE's prominence in providing 60 of the top 100 cities with our solutions has helped city staff automate manual processes, centralize payment solutions, develop better integrations to departmental systems, gain greater efficiencies in facility management and grow their revenues. All partnerships with larger customers, like the City of San Antonio, has a profound impact on the larger customer base with regards to product enhancements and thought leadership since they continually push ACTIVE to innovate and expand.

"Active Network's support has been stellar. They are incredibly responsive, usually quicker with an answer than I'm even ready to receive."
- John Tomlinson, IT Manager, City of Seattle

"After a thorough analysis of all software contenders, we selected Active Network's online technology for its ease-of-use, improved interface and streamlined payment technology."
- Melissa Shaw, project manager, Minneapolis Park and Recreation Board

"We've definitely seen a steady increase in revenue each year since implementing Active's technology. We've also seen an increase in membership cards, program numbers and participation."
- Sheri Endsley, District Superintendent, City of Fort Worth Parks & Community Service

9. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint ventures and/or sub-contractors have worked together in the past.

ACTIVE is proposing with no other entity or subcontractor.

10. Proposed roles and responsibilities for Respondent and City, including estimated level of effort (i.e., hours, duration) needed from City by role.

ACTIVE has identified the following roles and responsibilities with the understanding that the same individual may assume multiple roles.

ACTIVE:

Project Manager

The Project Manager coordinates the entire implementation and acts as Implementation Director. The Project Manager is the primary contact for the City during the implementation and is responsible for the planning, execution and control of the global project plan. The Project Manager also serves as Integration Director to oversee any data conversion necessary for the project. The total duration for the ACTIVE Project Manager to be available would be around 20-25 days of services.

Implementation Analyst

The Implementation Analyst is responsible for conducting business analysis, preparing documentation and performing administrator and end-user training. The Implementation Analyst may also contribute effort to technical assistance as necessary. The total duration for this responsibility is 60-65 days.

Integration Analysts

Integration Analysts are assigned to develop specifications and coordinate the development of integration connectors between ACTIVE Payment Manager and any third party applications (SAP, Hansen, Millennium, etc.). They create integration documents for each application, specifying how and what data is to be transferred and determining deliverables from each party. Integration Analysts are responsible for the installation of all software modules and databases, creation of test plans and setting up the integration for testing. As technical analysts they are responsible for the installation of our software, data conversion and importing legacy data into our system, if necessary. The total duration for completing, testing and auditing a single integration is generally around 10 days.

COSA:

Project Manager

This role is to work with the ACTIVE project manager to create and manage the plan and resources. This role will take a couple of days per week over the duration of the project. Some weeks may only take a couple of hours, but other weeks (business process review, user acceptance training and go live) will take more time.

Project Stakeholders

This role is to help make decisions when needed. The ACTIVE and City Project Managers will be responsible for keeping the stakeholders informed as part of the communication plan and escalating any issues/risks. The overall time commitment of this role is minimal.

POS Administrator(s)

This role will be the key person(s) that sets up and manages the new cashiering application. The ACTIVE methodology is to train this role so that after completion of the project, the City has the resources/knowledge to update/change the system as needed.

The setup and testing time required is about two weeks spread over the duration of the project. The key busy times will be at the beginning to do the initial setup/configuration, during testing, and during go live.

Desktop Services:

This person(s) will be needed to learn how to install the Payment Manager application on the workstations and how to install the POS peripherals. There is not much time required from this role other than a few hour-long sessions (remotely) to learn how to install the software/hardware. They will also be needed to set up the test lab (approximately 8 hours) and to do the go-live installation of the software/hardware (approximately 8 hours).

Network Services/DBA

This person will need to give ACTIVE staff access to the network and systems. Throughout the project we will need to restore the test system once or twice. They will be involved for a short period early in the project during the planning phase for their feedback on the infrastructure setup. The estimated number of hours over the project is less than 48 hours.

Cashiers

These are the existing cashiers. Throughout the project a couple of the key cashiers will be involved for testing and to review the system. We find it very useful to keep the key people who will be using the application informed as to the progress of the project. Periodic familiarization sessions will be done through the project. For user acceptance training, a few key cashiers will be trained and help with this process. Usually it takes a couple of days spread over a week. Prior to final go-live, all cashiers will participate in a half-day training session.

Finance/Audit

These departments/roles will take part in the business process review sessions to ensure their feedback and comments are incorporated. Also, they will participate in the financial export specification and during the reporting session to ensure that all their reporting needs are addressed. They will be needed for 3-4 hour sessions a few times throughout the project.

Business Users

A key person that understands each of the systems ACTIVE will be integrating to is needed to ensure that the requirements are complete. They will also be needed to help prepare and conduct the testing. They will be needed for 3-4 hour sessions a few times throughout the project.

11. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected on the organizational chart:

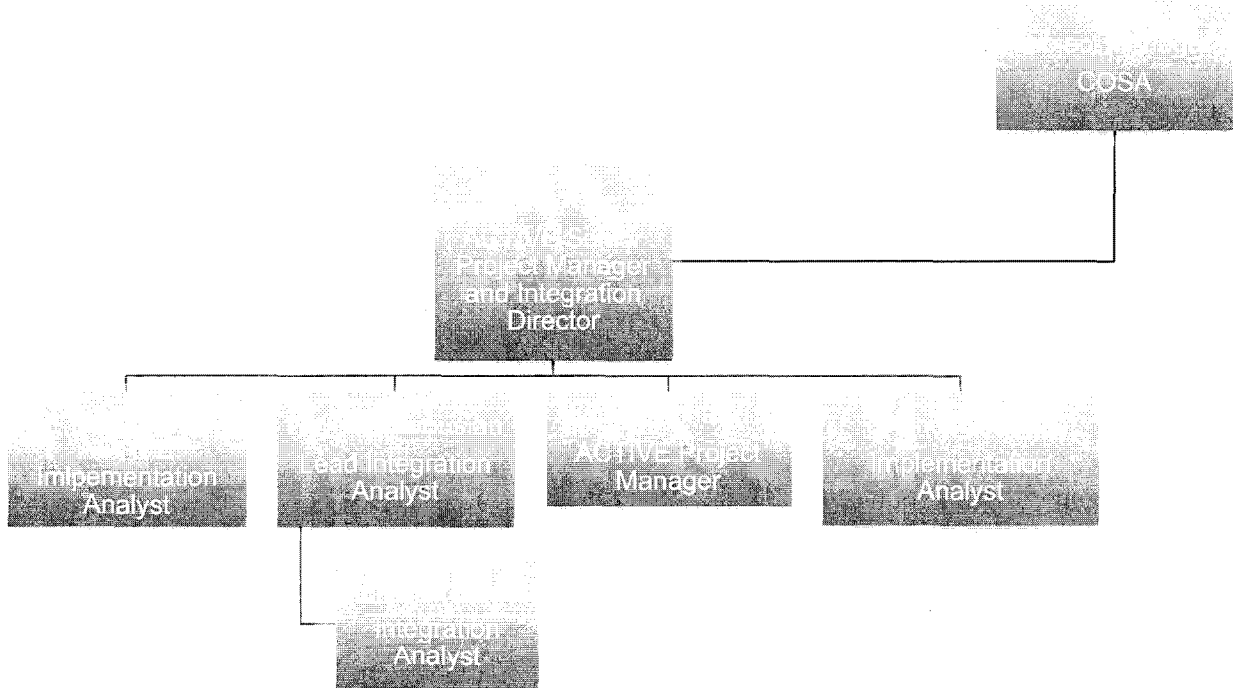
identify the number and professional qualifications (to include licenses, certifications, associations)

identify relevant experience on projects of similar size and scope

state the primary work assignment and the percentage of time to be devoted to the project.

In an appendix to the proposal, Respondent must provide professional resumes for all proposed project staff.

The project organization chart below shows how assigned ACTIVE personnel will work as a team on this project. Other ACTIVE team members may be used as needed, but the key/main staff that will be working on this project are defined below.



ACTIVE does not provide personal resumes but has provided proposal resumes highlighting qualifications important to implementing the POS-RRS system. The following personnel will be involved with the project from inception to “go-live” but this is not an exclusive list or one exempt from change as the project progresses:

| | |
|-------------------------------------|--|
| Name: | Sukh Sanghera |
| Title: | Sr. Strategic Sales Executive |
| Education: | Information Technology Institute, Vancouver, BC Applied Information Technology (AIT) Diploma – 2000 to 2001 Simon Fraser University, Burnaby, BC Bachelor of Business Administration (International Business) University of British Columbia, Vancouver, BC BA, International Relations and Political Science – 1993 to 1998 |
| Employment History: | The ACTIVE Network, Burnaby, BC Senior Strategic Sales Executive – Jan 2011 to Present Sales Manager, Strategic Accounts – Dec 2009 to Jan 2011 Sales Manager, Enterprise Accounts – Dec 2008 to Dec 2009 Senior Account Executive – Aug 2004 to Dec 2006 Class Software Solutions, Burnaby, BC Account Executive – Sep 2001 to Aug 2004 |
| Professional Qualifications: | Sukh is an experienced Sales professional with skills in leading direct reports as well as cross-functional teams, managing major sales accounts from inception to contract negotiation and completion. His responsibilities include justification of new product development investments, determining and documenting new product requirements, developing sales forecasts and product pricing, and launching new products to the marketplace. Sukh has a proven ability to manage key account relationships and large-scale projects such as Chicago Park District, Phoenix, Houston, Phoenix, Minneapolis and Atlanta. He has significant experience with presenting to C-Level executives, representing senior management in discussions and ongoing relationship development. |

| | |
|-------------------------------------|---|
| Name: | Adam Tesan |
| Title: | Director, Sales |
| Education: | The Business School at Manchester Metropolitan University Achieved a 2.1 reading a BSc (Hons.) Business Studies Degree. |
| Employment History: | The ACTIVE Network, San Diego, CA Director, Sales Public Sector– 2001 to Present BP / Mobile Europe Sales and Marketing, Special Products Division 1999 – 2001 |
| Professional Qualifications: | Adam is responsible for all of ACTIVE's sales operations and management within our Local Public Sector, Higher Education and Non Profit verticals. The sales organization is responsible for selling all ACTIVE's solutions to clients in these verticals to help them improve efficiencies and their ability to better service their citizens. These teams manage sales of all projects in the Public Sector including large-scale enterprise deployments of ACTIVE's solutions and services in government agencies of all sizes in North America. The primary product sold into these markets is ACTIVEnet, a cloud-based, recreation and parks management system. Adam has worked with hundreds of customers including some of the largest government agencies in North America and APAC to assist them analyze their specific business needs and implement enterprise solutions to meet the demands of a progressive citizen centric agency. Some of these organizations include City of New York, City of Chicago, City of Toronto, City of Denver, Province of Nova Scotia and Wellington Council, NZ. |

| | |
|-------------------|--|
| Name: | James Reyes |
| Title: | General Manager, Communities Division |
| Education: | Certified Management Accountant (CMA), Vancouver, BC Note: Awarded SLP Excellence Award – Highest Board report and Presentation mark in BC) Concordia University, Montreal, PQ |

Employment History:

Bachelor of Commerce (MIS and Finance) – Jan 2004 to Jun 2007

Langara College, Vancouver, BC

Computer Information Systems (Coop Diploma) Sep 1996 to Aug 1998

The ACTIVE Network, Burnaby, BC

General Manager, Communities Division – Sep 2007 to Present

Manager, Sales & Business Development – Oct 2005 to Aug 2007

Manager, Finance & Administration – Apr 2005 to Sep 2005

Business Analyst – May 2003 to Mar 2005

Product Development – Jul 2002 to Apr 2003

EC Market.com, Vancouver, BC

Business Systems Analyst – Jun 2000 to Sep 2000

Western Economic Diversification Canada, Vancouver, BC

Network Administrator – May 1997 to Dec 1997

Name: Tamara Lee

Title: Director of Technical Support

Education: Simon Fraser University, Burnaby, BC
Bachelor of Arts

Employment History:

The ACTIVE Network, Burnaby, BC

Director of Technical Support – Apr 2007 to Present

Manager of Technical Support – 2006 to 2007

Team Lead of Technical Support – 2003 to 2006

Software Consultant/Technical Analyst – 2001 to 2003

Esprit de Corp Ltd., Richmond BC

Technical Support/Trainer, BC region - Oct 1999 to Mar 2001

Simon Fraser University Archaeology Department, Burnaby, BC
Research Assistant – January 1999 to June 2000

Name: Jeff Tang
Title: Senior Manager of Technical Support
Education: University of British Columbia, Vancouver, BC
BSc. (Major in Computer Science)
Note: Graduated at 19 with an “A” average
Employment History: The ACTIVE Network, Burnaby, BC
Senior Manager, Technical Support – 2013 to Present
Manager of Technical Support – 2010 to 2013
Associate Manager of Technical Support – 2008 to 2010
Senior Technical Analyst – 2004 to 2008
Software Tester – 2003 to 2004

Name: Gordon Boisvert
Title: Senior Project Manager
Education: Simon Fraser University
Bachelor of Science (Computer Science)
Professional Qualifications: Gord has extensive experience in both the private and public sector implementing corporate system integration solutions. Gord leads the team in the re-engineering of processes plus the design and implementation of new corporate solutions.
Prior to working for ACTIVE for the past 20 years, he worked in the private sector where he excelled in integration technologies. Gord has managed over 50 Payment Manager implementations. Some of these implementations include: City of Toronto, City of Chicago, City and County of Denver, City of Oakland and the City of Sacramento.

Name: Mike Schultz
Title: Project Manager

| | |
|-------------------|---|
| Education: | <p>Golden Gate University, School of Technology, San Francisco MSc., Computer Information Systems with High Honors</p> <p>University of Alberta, Faculty of Business, Edmonton, AB Bachelor of Commerce</p> <p>Project Management Professional Certification, San Diego, CA</p> |
| | <p>Employment History: The ACTIVE Network, San Diego, CA Project Manager / Software Consultant – 2008 to Present</p> <p>Accenture Consulting Analyst – 2007 to 2008</p> <p>Canadian Armed Forces Civil Military Cooperation Training Officer – 2003 to Present Operations Staff Officer – 2003 to 2007 Civil-Military Cooperation Officer, Afghanistan – 2005 to 2006 Intelligence Analysis Officer, Bosnia-Herzegovina – 2002 to 2003</p> |
| | <p>Professional Qualifications: Mike is responsible for directing multiple concurrent deployments of ACTIVEnet, a cloud-based transaction processing software solution, at ACTIVE. He also leads Business Process Analyses, Fit Analyses and Needs Analyses services for enterprise-level clients as well as managing operational aspects of their associated implementation projects.</p> <p>Mike provides project management and leadership for two key customers serving a combined metropolitan population of over twelve million people and annual revenue exceeding 400 million USD. Additionally, he has lead the implementation of ACTIVEnet to an additional 30 government and corporate sector clients with a combined annual revenue base of over 50 million USD.</p> <p>Mike is also primarily responsible for the successful development and implementation of over 30 new keystone</p> |

Project Management templates and procedures for the Professional Services department. He has leveraged process improvement and management expertise in the assessment and enhancement of delivery and engagement methodology, ensuring cross-functional representation from all business functions, including Sales, Product Development, Professional Services and Support.

Name: Tony Whelan

Title: Senior Consultant

Education: Memorial University
Bachelor of Science

British Columbia Institute of Technology and Certified Management Accounting Society of British Columbia
Accounting

Professional Qualifications: Tony has a financial background and is responsible for and continually strives to provide his customers with the very finest in service and quality of product delivery. Tony has a keen awareness of the unique needs of governmental institutions and thus has the flexibility to provide solutions that best deal with the unique business cases that often arise. Payment Manager and the resulting challenges of enterprise POS solutions have harnessed his natural business acumen and technical expertise. Tony's grasp of all aspects of the software, the customer, attention to detail and desire to provide value and ROI for all customers ensures the most professional and very best in consulting experiences.

Key Payment Manager projects that Tony has implemented include: City of Chicago, City of Austin, City of Toronto, City and County of Denver, City of Oakland and City of Bellevue.

Name: Payam Kavousian

Title: Technical Analyst

Education: Simon Fraser University
Bachelor of Science (Computer Science)

Professional Payam has 6 years of experience in determining the best method of connectivity for each business application interface

| | |
|------------------------|---|
| Qualifications: | with Payment Manager and serving as lead technical analyst on multiple projects. Payam has worked on dozens of Payment Manager implementations as a key team member including these large, enterprise-wide solutions: City of Chicago, Province of Nova Scotia and Dallas County |
|------------------------|---|

| | |
|-------------------------------------|---|
| Name: | Melissa Douglas |
| Title: | Technical Analyst |
| Education: | York University Bachelor of Science (Computer Science and Mathematics, Honors) |
| Professional Qualifications: | Melissa has over 8 years of experience in determining the best method of connectivity for each business application interface with Payment Manager, and serving as a technical analyst. Melissa has worked on dozens of Payment Manager implementations as a key team member including these large, enterprise-wide solutions: Dallas County, City and County of Denver and City of Wellington in New Zealand. |

12. Additional Information. Provide any other relevant information about the Respondent's qualifications.

See responses above.

Professional Resumes

ACTIVE does not provide professional or personal resumes. Proposal resumes related to the qualifications and experience for POS-RSS projects have been included in the previous section.

F - 1344

Contracts Disclosure Form

* - Required fields



City of San Antonio Contracts Disclosure Form

Office of the
City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a New Submission or Correction or Update to previous submission.

| | | | |
|---|------|-------|---------|
| *1. Name of person submitting this disclosure form. | | | |
| First: | M.I. | Last: | Suffix: |
| *2. Contract information: | | | |
| a) Contract or project name: Customer First San Antonio (C1SA) Project | | | |
| b) Originating department: | | | |
| *3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract). ACTIVE Network | | | |
| *4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3. | | | |
| <input checked="" type="checkbox"/> Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities. | | | |
| <input type="checkbox"/> Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity: | | | |
| *5. List any individuals or entities that will be subcontractors on this contract. | | | |
| <input checked="" type="checkbox"/> Not applicable. No subcontractors will be retained for this contract. | | | |
| <input type="checkbox"/> Subcontractors may be retained, but have not been selected at the time of this submission. | | | |
| <input type="checkbox"/> List of subcontractors, including the name of the owner(s), and business name: | | | |
| *6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract. | | | |
| <input checked="" type="checkbox"/> Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract. | | | |
| <input type="checkbox"/> List of attorneys, lobbyists, or consultants retained to assist in seeking this contract: | | | |

* - Required fields



**City of San Antonio
Contracts Disclosure Form**

**Office of the
City Clerk**

| |
|--|
| *7. Disclosure of political contributions. |
| List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than \$100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections: a) any individual seeking contract with the city (Question 3) b) any owner or officer of entity seeking contract with the city (Question 3) c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4) d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5) e) the spouse of any individual listed in response to (a) through (d) above f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6) |
| <input checked="" type="checkbox"/> Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals. <input type="checkbox"/> List of contributions: |
| Updates on Contributions Required |
| Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded. |
| Notice Regarding Contribution Prohibitions for "High-Profile" Contracts |
| Under Section 2-309 of the <u>Municipal Campaign Finance Code</u> , the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded: a) Legal signatory of a high-profile contract b) Any individual seeking a high-profile contract c) Any owner or officer of an entity seeking a high-profile contract d) The spouse of any of individual listed in response to (a) through (c) above e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract |
| Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded. |
| *8. Disclosure of conflict of interest. |
| Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials? <input checked="" type="checkbox"/> I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission. <input type="checkbox"/> I am aware of the following conflict(s) of interest: |

* = Required Fields



**City of San Antonio
Contracts Disclosure Form**

**Office of the
City Clerk**

***9. Prohibited Interest in Contracts.**
Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?
 No
 Yes

Notice Regarding Prohibited Interest in Contracts.
Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 1.41 of the City Charter and Section 2.52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2.58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

***1. Updates Required**
 I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**
 I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2.61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

* - Required fields



**City of San Antonio
Contracts Disclosure Form**

**Office of the
City Clerk**

***3. Contribution Prohibitions for "High-Profile" Contracts**

This is not a high-profile contract.

This is a high-profile contract.

I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.

I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

***4. Conflict of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

***Oath**

I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: [Signature] Title: CFO

Company Name or DBA: The Active Network, Inc. Date: 01/07/2014

Please fill this form out online, print completed form and submit with proposal to originating department. All questions must be answered.

If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

Litigation Disclosure Form

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No X

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No X

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes X No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

Nothing with respect to City of San Antonio to the best of the undersigned' knowledge. However, we have in the ordinary course of our business had inquires and claims from various other governmental agencies, the details of which we cannot disclose. However, none of these matters are believed to have a material or negative impact on our Firm's ability to perform this project.

56.000.000.000

Small Business Economic Development Advocacy (SBEDA) Program Forms

Attachment to SBEDA Program Requirements Request Form

This completed form follows this page.

1. 2. 3. 4. 5.



Exception to SBEDA Program Requirements Request Form

RESPONDENT NAME: DATE:

SOLICITATION NAME:

API APPLIED:

1. Please check the box that best describes the reason you are requesting an Exception to the SBEDA Program requirements associated with this solicitation:

- The value of the contract is below the \$50,000 threshold for application of the SBEDA Program
- No commercially-useful subcontracting opportunities exist within the contract
- The type of contract is beyond the scope of the SBEDA Ordinance

2. Describe the rationale for your request for an Exception to SBEDA program requirements associated with this solicitation. Attach additional pages, if necessary.

Please see the following pages for the rationale for ACTIVE Network's request for an Exception to SBEDA program requirements.

3. Name and phone number of person appointed to coordinate this project.

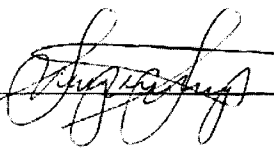
Name:

Phone Number:

E-mail:

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE AND I UNDERSTAND THAT IF THIS REQUEST FOR EXCEPTION IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED **NON-RESPONSIVE**.

SIGNATURE:  DATE: Jan 9/14

PRINT NAME/TITLE: SUKH SANGHERA, SR. STRATEGIC SALES EXECUTIVE

Revised 12/20/2011

FOR CITY USE ONLY - ORIGINATING DEPARTMENT

DEPARTMENT:

DATE RECEIVED: STAFF NAME:

FOR CITY USE ONLY - SBO STAFF

DATE RECEIVED: STAFF NAME:

RECOMMENDATION: APPROVED DENIED

EDD DIRECTOR: _____

DATE OF ORIGINATING DEPARTMENT/CIMS/PGS/GSC NOTIFICATION:

Justification:

Request for Exception to SBEDA Program Requirements

The ACTIVE Network, Inc. ("ACTIVE") is requesting an Exception to SBEDA program requirements associated with this solicitation. ACTIVE appreciates the need for small, minority and women-owned business enterprises (S/M/WBEs) to participate in City projects to enhance the economic profile and help develop these businesses. This project, however, is different from other projects where work is easily subdivided between Respondents and S/M/WBEs or a delegation of responsibilities is apparent.

ACTIVE is proposing two of its proprietary COTS (commercial-off-the-shelf) solutions for the POS/RRS project. Each of these solutions is developed, tested and undergoes quality assurance by ACTIVE's staff only and is considered intellectual property. As such, opportunity for any S/M/WBE to participate in this part of the project would not be feasible.

The proposed solution, **ACTIVE Net**, for the RRS is web-based and fully hosted in our SwitchNAP data center in Las Vegas, NV. As such, there is no opportunity for assistance with hosting requirements, security or networking for the application from any S/M/WBEs.

ACTIVE maintains an extremely high level of professional services delivery due to an arduous apprenticeship/training process before a consultant is ready to implement a project. Consulting training involves a new consultant learning how to build their own software instances, troubleshooting items on the ACTIVE Support desk, assisting other consultants with documentation during projects and undergoing internal examinations before they are able to work with their own customer. Even then, it's generally a small implementation and someone more experienced would accompany the consultant. This entire process takes anywhere from 6-12 months and would have the consultant ready for a smaller city or county and not something the size of what the City is requesting.

After careful review of S/M/WBEs with NCIP codes for Consulting Services (Class 918) and Professional Services (Classes 948, 961 and 962), no opportunity for any of the implementation, integration, training or project management responsibilities exists. Unlike some vendors (e.g. Oracle, Microsoft, etc.) who have development, accreditation or partner programs that allow third party firms to implement their solutions, ACTIVE does not offer similar initiatives for our software because of the niche we serve. Our "best of breed" approach ensures that customers get solution delivery from industry experts and the unique knowledge that comes from having implemented over 2,000 government agencies. Imparting this knowledge on a S/M/WBE firm would involve them going through a similar apprenticeship as a new consultant which would be cost prohibitive and create a significant time delay in the City's implementation.

All Technical Support for both proposed solutions requires specific in-house expertise that is gained from years of working with government agencies and internal staff across differing functional business units. A review of the NCIP codes for Support Services

(Class 920) and internal queries did not yield any firms that had any experience answering calls on the proposed ACTIVE solutions. As such, no opportunities exist to utilize a S/M/WBE in this capacity.

Implementing and supporting a complex software project with two different solutions from the same provider requires specific domain expertise. The nature of this project is cross functional and demands those involved to have experience with technology solutions as it pertains to the recreation industry and citywide cashiering along with ACTIVE's products and methodologies. It is unlike other citywide projects (e.g. construction, architectural, engineering, etc.) where the division of responsibility is clearly defined, intellectual property is not involved and information is not proprietary and confidential.

Given the importance of the SBEDA initiatives and the evaluation criteria weighting of 15 points, ACTIVE staff dedicated considerable time internally to seeing if there was any opportunity to use a S/M/WBE firm. There was also careful evaluation of the "Good Faith Effort Tips for SBEDA Waivers" to ensure that all avenues were exhausted. Unfortunately, given the nature of the software and the fact it has always been developed, implemented and supported in-house by ACTIVE employees, no such opportunity exists. As such, ACTIVE is respectfully requesting an exemption by the City for the SBEDA requirement for this RFCSP.

Pricing Schedule

Key Assumptions

Software-as-a-Service (SaaS) Pricing Overview

ACTIVEnet solution is a web-based, fully-hosted application that operates on a Software-as-a-Service (SaaS) model. Costs for the system are determined by assigning service fees for all transactions processed in the system. The breakdown of these fees is outlined below for Online and Over-the-Counter transactions. Since the City wants to continue with its current payment processor, Chase Paymentech, the following Technology Fee would apply per transaction:

| Tender | Technology Fee Percentage |
|---|---------------------------|
| Over-the-Counter Transactions <ul style="list-style-type: none"> Cash, Check and Credit Card | 2.5% |
| Online Transactions | 3% |

Pricing Schedules

ACTIVE is proposing "Pricing Schedule Solution 1: In-House Operating Environment" for the POS solution, Payment Manager.

ACTIVE is proposing "Pricing Schedule 3: Software-as-a-Service (SaaS) Operating Environment for the RRS, ACTIVE Net. The basis, method and assumptions for computing the subscription fee in lieu of providing the Technology Fee Percentage (as per the table above) uses the annual revenue processed by the City of San Antonio. This annual revenue amount was calculated from the responses in Addendum III and the assumptions provided by the City in RFCSP Attachment 6:

| Business Function | Annual Revenue |
|-------------------|--------------------|
| Reservations | \$1,564,452 |
| Registrations | \$475,000 |
| Memberships | \$22,445 |
| League Scheduling | \$167,770 |
| Point of Sale | \$151,920 |
| TOTAL | \$2,381,587 |

The following table illustrates the annual subscription fee for the revenue amount provided. In the event that the current ISPR and other recreation systems may not be capturing all revenue in the system, the table has extrapolated different revenue amounts to help the City plan for differing annual subscription fees that may result from having a centralized RRS that manages all recreation functions across all locations.

| Revenue Amount | Technology Fee (Online)* | Technology Fee (OTC) | TOTAL Technology Fee |
|-----------------|--------------------------|----------------------|----------------------|
| \$2,381,587.00 | \$7,144.76 | \$53,585.71 | \$60,730.47 |
| \$5,000,000.00 | \$15,000.00 | \$112,500.00 | \$127,500.00 |
| \$7,500,000.00 | \$22,500.00 | \$168,750.00 | \$191,250.00 |
| \$10,000,000.00 | \$30,000.00 | \$225,000.00 | \$255,000.00 |
| \$15,000,000.00 | \$45,000.00 | \$337,500.00 | \$450,000.00 |
| \$20,000,000.00 | \$60,000.00 | \$450,000.00 | \$510,000.00 |

*ACTIVE assumes that the City will have 10% online adoption of these revenues in year 1. These numbers may be different in a real-world scenario and would change the subscription fee accordingly. As such, the 3% online Technology Fee has been applied to obtain Online Registration subscription fees and the 2.5% Technology Fee has been applied to obtain Over-the-Counter (OTC) subscription fees.

Currency

All prices included in the Response are in US Dollars (USD)


Onsite Services

Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum 8-hour increments at \$500/day.

Hardware

All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives. Customer must notify ACTIVE in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by ACTIVE. Thereafter, the standard manufacturer's warranty will apply.

The following is the recommended hardware and per-unit pricing for the RRS:

| <u>Credit Card Mechanisms</u> | |
|---|---|
| <p>Standard IPAD w/PCI PED cert USB HID w/Magensa.net Key</p> <p>\$291.50 each</p> <p>USB device allowing swiping the magnetic stripe on the credit card and/or keying in the card number.</p> |  |
| <p>Dynamag 3-trk USB Black MSR Magensafe 2.0 HID</p> <p>\$88 each</p> <p>USB device only allowing swiping of the magnetic stripe on the credit card. Users are not able to key in the card number.</p> |  |
| MEMBERSHIP HARDWARE | |
| <p>DataCard SD260 Card Printer</p> <p>\$1,269 each</p> <p>The DataCard SD260 printer delivers everything you need to print vivid, one-sided cards. With its productive speed, superb image quality and easy operation, this convenient printer is ideal for issuing any kind of membership or staff card.</p> |  |
| <p>Metrologic MS9520 Barcode Scanner USB</p> <p>\$174.90 each</p> <p>The Metrologic M9520 barcode scanner is an advanced auto-trigger, single line laser bar code scanner that is equally effective hand-held or in the stand for presentation scanning.</p> |  |
| <p>Microsoft LifeCam HD VX-3000</p> <p>\$55 each</p> <p>The Microsoft LifeCam VX-3000 camera is great for taking vivid high-quality still images, even in low light. This allows you to store customer pictures in the system for easy identification verification. Compatible with Win XP or higher.</p> |  |

POINT OF SALE HARDWARE

EPSON T-88V Thermal Receipt Printer

\$354.20 each

TM-T88V Thermal Receipt Printer (Parallel and USB, Energy Star with PS180) - The TM-T88V POS thermal printer is the latest addition to Epson's industry-leading TM-T88 POS printer series. The TM-T88V delivers more speed and more reliability than ever before. It offers 50 percent faster printing of text and graphics than the TM-T88IV, 35% more reliability, new ease-of-use features and dual interfaces.



APG Series 4000 Cash Drawer

\$245.30 each

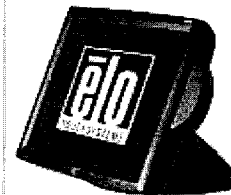
The APG Series 4000 Cash Drawer product line offers integrated cash drawers for cashiers with strong performance, heavy-duty construction, flexible storage options, and multiple interface compatibility. Cash drawers will kick directly from Payment Manager.



AccuTouch Touch Screen w/Integrated magstripe

\$874.50 each (15 inch)

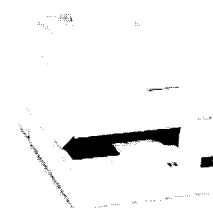
Elo developed AccuTouch technology with the harshest environments in mind, so it is no wonder that it excels in reliability, durability, and expected product life. AccuTouch can withstand environmental conditions such as liquid spills, liquid splashes and wash-down, these screens are the most contamination-resistant available. We deliver drift-free operation for a lifetime of 35 million finger touches.



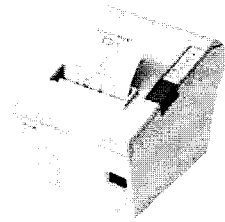
The following is the recommended hardware and per-unit pricing for the POS:

Receipt Printers

The Epson TM-H6000iii delivers high-speed impact printing for endorsement and validation as well as thermal printing for receipts. It is compact; drop in paper loading and the highest reliability in its class. USB interface.



The Epson TM-T88IV has similar thermal printing for receipts and high reliability as the Epson TM-H6000iii. However, this model does not provide check endorsement or document validation. USB or parallel interface.



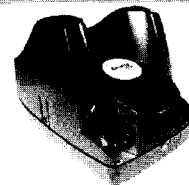
Cash Drawers

The APG Series 4000 cash drawer product line offers integrated cash drawers for cashiers with strong performance, heavy-duty construction, flexible storage options, and multiple interface compatibility. Cash drawers will kick directly from Payment Manager and are available in White and Black.



Scanners

The Magtek Excella Stx can act as a check reader, OCR scanner, and credit card reader and additionally as a 3 in 1 device, provide the following scanning capabilities:



- Scanning of OCR line on bill
- Credit card swipe capability
- Check scanning
- Debit cards
- Imaging of bills and/or checks (capture images of both sides of a check)

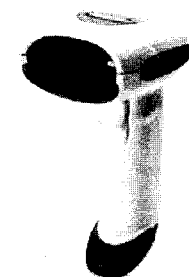
Credit Card Readers

SecureMag delivers superior reading performance while encrypting sensitive data that complies with PCI-DSS requirements. The SecureMag supports TDES and AES data encryption using DUKPT key management.



Scanners

The Symbol LS4208 handheld laser scanner delivers exceptional performance in an accessible, intuitive package. Its single-circuit board design ensures sturdiness and an ergonomic shape maximizes user comfort. Continuous one-pass scanning, an innovative multi-line rastering scan pattern, a wide working range and superior motion tolerance make data capture easy, even for novices.



Pin Debit/Credit

Payment Manager supports pin debit/credit card machines supplied by all the major banks, including PaymentTech. We have certified with the IP devices fully integrated to our application.



Touch Screen Monitor

The Elo LCD touch monitor is an attractive solution for Payment Manager. Its 1280 x 1024 resolution with a 5 x 4 ratio displays clear, precise graphics, and a contrast ratio of 800:1, together with a typical LCD panel brightness of 300 nits, provides bright, high contrast for improved readability.



Flat Bed Scanner

Get professional results with unattended, two-sided, multipage scanning, fast preview scans and scan speeds, easy document management, the ability to scan 35 mm negatives and slides, and convenient copy features with this duplexing scanner.



Note: Any TWAIN driver compliant scanner can be used.

For the associated technology infrastructure, the City prefers an internally-hosted infrastructure but will consider third-party-hosted and Software-as-a-Service (SaaS) multi-tenant proposals that can demonstrate a greater value proposition. Separate Pricing Schedules are presented below for each of the three technology platform options.

Respondents may submit pricing for one, two or all three infrastructure options in their proposals.

Please use the following assumptions if needed for building the proposed pricing:

Reservation/Registration System

| | |
|---|-------------|
| Number of City Users | 350 |
| Annual Number of Transactions – online/self-service | 4,500 |
| Annual Number of Transactions – over the counter | 13,500 |
| Annual Amount of Transactions – Credit Card | \$2,000,000 |
| Annual Amount of Transactions – Other Payments | \$500,000 |

Point-of-Sale/Cashiering System

| | |
|---|-------------|
| Number of City Users | 75 |
| Annual Number of Transactions – online/self-service | 17,000 |
| Annual Number of Transactions – over the counter | 15,000 |
| Annual Amount of Transactions – Credit Card | \$1,400,000 |
| Annual Amount of Transactions – Other Payments | \$1,600,000 |

PRICING SCHEDULE

Solution 1: In-House Operating Environment

Submit this pricing form if your solution will be installed and operated on City technical infrastructure

Item 1. RRS System Licenses \$ N/A

Item 2. POS System Licenses \$ 150,000

Item 3. Required Additional Software (if any) \$ 174,500

Provide a separate schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems \$ 127,800

Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes \$ N/A

Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment (if any) \$ Hardware unit costs provided

Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs \$ 133,200

For all services requested in RFCSP (see Section 2.3) other than Item 4 above.

Includes any travel expense. The City will not pay travel costs separately.

List on a separate page the assumptions used for computing the implementation cost.

Item 8. Software Maintenance Initial Term (3 Years) \$ 243,375

Describe on a separate page the inclusions and terms for proposed software maintenance.

Item 9. Software Maintenance Option Term (2 Years) \$ 162,250

Item 10. All Other Costs \$ 20,900

Provide a separate schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 1 COST: \$ 1,012,025

Respondent shall provide the following additional pricing:

Cost of additional licenses: RRS system \$ _____ per _____

Cost of additional licenses: POS system \$ 3,000 per workstation

Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement.

For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services during the term of the contract. The rates should be quoted using the format shown below

| | |
|--------------------------------------|-------------------------|
| Role: <u>Project Management</u> | Rate: <u>\$200/hour</u> |
| Role: <u>Business Process Review</u> | Rate: <u>\$200/hour</u> |
| Role: <u>Training Services</u> | Rate: <u>\$200/hour</u> |
| Role: <u>Implementation Services</u> | Rate: <u>\$200/hour</u> |
| Role: <u>Integration Services</u> | Rate: <u>\$180/hour</u> |

Use a separate copy of these forms with each proposed pricing solution presented, as needed.

FORM 1 – ADDITIONAL COSTS. (add rows as needed)

| Description | Amount |
|---|----------|
| Required Proposed Software | |
| Batch Processing | \$6,000 |
| 7 Department Connectors | \$70,000 |
| General Ledger Link | \$3,000 |
| Reports Inquiry (5 pack) | \$20,000 |
| Reports Customization (Crystal Reports) | \$500 |
| POS Secure (offline processing of payments) | \$25,000 |
| Online Payments | \$50,000 |
| Required Proposed Equipment | |
| Please see <u>Key Assumptions</u> for proposed hardware pricing | |
| | |
| | |
| | |
| All Other Costs | |
| Daily Onsite Fees | \$12,500 |
| Airfare | \$8,400 |

| | |
|--|--|
| | |
| | |
| Cost of additional optional equipment | |
| | |
| | |
| | |
| | |

FORM 2 – INTEGRATION COSTS.

| City System (Primary User Department) | Integration Cost |
|--|-------------------------|
| SAP | \$18,257.14 |
| Hansen (Development Services) | \$18,257.14 |
| Millennium (Library) | \$18,257.14 |
| Chameleon (Animal Care Services) | \$18,257.14 |
| Tyler Incode Court Case Management (Courts) | \$18,257.14 |
| CTR Parking and Revenue Control (Airport, Downtown Operations) | \$18,257.14 |
| Digital Health Department (METRO Health) | \$18,257.14 |

FORM 3 – PROPOSED SOFTWARE CHANGES. (add rows as needed)

| Requirement # | Software Modification/Customization (describe) | Amount |
|----------------------|---|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |

PRICING SCHEDULE

Solution 3: Software-as-a-Service (SaaS) Operating Environment

Submit this pricing form if your solution will be installed and operated on a hosted third-party technical infrastructure.

Item 1. Annual RRS Subscription Fee \$60,730.47

List on a separate page the basis, method and assumptions for computing the subscription fee.

Item 2. Annual POS Subscription Fee \$N/A

List on a separate page the basis, method and assumptions for computing the subscription fee.

Item 3. Required Additional Software (if any) \$N/A

Provide a schedule listing each product and cost. See Form 1.

Item 4. Integration with City Systems \$8,400

Detail costs for providing integration with existing City systems. See Form 2.

Item 5. Proposed Software Changes \$

Provide a schedule listing each proposed change and cost. See Form 3.

Item 6. Required Equipment \$

Provide a schedule listing each product and cost. See Form 1.

Item 7. One-Time Implementation Costs \$144,400

For all services requested in RFCSP (see Section 2.3) other than Item 4 above.

Includes any travel expense. The City will not pay travel costs separately.

List on a separate page the assumptions used for computing the implementation cost.

Item 8. All Other Costs \$

Provide a schedule listing each item and cost. See Form 1.

TOTAL PROPOSED SOLUTION 3 COST: \$214,730.47 (incl. 1 year subscription)

Respondent shall provide the following additional pricing:

Cost of additional optional equipment. Include pricing for, at a minimum, (1) Retail cash register; (2) City cashier workstation and (3) Stand-alone credit card terminal. See Form 1.

Hourly rates by role for additional services.

It may be necessary to make scope changes that require assistance in areas not anticipated for which the City may consider a time-and-materials payment arrangement. For this purpose, the Respondent shall provide all-inclusive (travel and all other expenses included) billing rates. The Respondent must quote an hourly rate by project role that will be used if the City wishes to purchase additional services

during the term of the contract. The rates should be quoted using the format shown below

- Role: Standard Consulting/Training/Documentation Rate: \$100/hour
- Role: Senior Consulting/Project Management Rate: \$175/hour
- Role: Technical Specialist/Development Rate: \$200/hour
- Role: _____ Rate: \$ _____
- Role: _____ Rate: \$ _____

Use a separate copy of these forms with each proposed pricing solution presented, as needed.

FORM 1 – ADDITIONAL COSTS. (add rows as needed)

| Description | Amount |
|---|--------|
| Required Proposed Software | |
| | |
| | |
| | |
| | |
| Required Proposed Equipment | |
| Please see <u>Key Assumptions</u> for proposed hardware pricing | |
| | |
| | |
| | |
| All Other Costs | |
| | |
| | |
| | |
| | |
| Cost of additional optional equipment | |
| | |
| | |

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|--|--|
| | |
| | |

FORM 2 – INTEGRATION COSTS.

| City System (Primary User Department) | Integration Cost |
|--|------------------|
| SAP | \$8,400.00 |
| Hansen (Development Services) | |
| Millennium (Library) | |
| Chameleon (Animal Care Services) | |
| Tyler Incode Court Case Management (Courts) | |
| CTR Parking and Revenue Control (Airport, Downtown Operations) | |
| Digital Health Department (METRO Health) | |

FORM 3 – PROPOSED SOFTWARE CHANGES. (add rows as needed)

| Requirement # | Software Modification/Customization (describe) | Amount |
|---------------|--|--------|
| | | |
| | | |
| | | |
| | | |
| | | |

SLIDE / 124 / 8

Signature Page

The ACTIVE Network, Inc. (“ACTIVE” or “Respondent”) is in general agreement with the concepts contained in the terms and conditions of the Request for Competitive Sealed Proposal for Customer First San Antonio (C1SA) Project, Software and Implementation Services for Point-of-Sale and Reservation/Registration Systems # 6100003293 (RFP 2013-083) (the “RFP”) and submits this proposal based on the understanding and condition that the City of San Antonio (the “City”) and ACTIVE will have an opportunity to work together in a spirit of cooperation to discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities between the parties, assumptions, and contract terms (including legal terms and conditions) applicable to the proposed software and services for the point of sale and reservation/registration system. ACTIVE requests that contract negotiations begin with our standard terms and conditions, a sample copy of which is attached to this proposal.

To the extent that any exceptions set forth herein would result in ACTIVE’s disqualification, ACTIVE agrees to negotiate the excepted items to the reasonable satisfaction of the City. We are confident that through these discussions we can reach agreement on these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers.

The Signature Page provided in Attachment 7 of the RFP has been completed and signed as required and inserted following this page.

ACTIVE

C1SA: Point of Sale and Reservation and Registration Systems RFCSP

RFCSP ATTACHMENT 7

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: <http://www.sanantonio.gov/purchasing/>.

By submitting a proposal, Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFCSP Exhibits 1 & 2.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.


To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

THE ACTIVE NETWORK, INC.
Respondent Entity Name
Signature: 
Printed Name: SCOTT MENDEL
Title: CFO

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name
Signature: _____

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Proposal Checklist

This checklist has been initialed in the original hard copy of this document.

| Document | Initial to Indicate Document is Attached to Proposal |
|---|--|
| Table of Contents | |
| Proposal Response – Proposed Plan Include copy of DD2 output of System Requirements and statement RFCSP Attachment 1 | |
| Respondent Questionnaire References Experience, Background, Qualifications Professional Resumes RFCSP Attachment 2 | |
| Discretionary Contracts Disclosure form RFCSP Attachment 3 | |
| Litigation Disclosure RFCSP Attachment 4 | |
| *SBEDA Form RFCSP Attachment 5; and Associated Certificates, if applicable | |
| Pricing Schedule(s) RFCSP Attachment 6 | |
| *Signature Page RFCSP Attachment 7 | |
| Proposal Checklist RFCSP Attachment 8 | |
| Technical Architecture Submission RFCSP Attachment 9 | |
| Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance | |
| Financial Information (audited preferred, if not, include justification and other financial statement(s) or documentation such as Balance Income Statement and recent Annual Tax Submission showing firm's long term financial viability) | |
| One (1) Original, 15 copies and one (1) CD of entire proposal in PDF format if submitting in hard copy. | |

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Technical Architecture Submission

Functional System Description - RRS

Provide a diagram (or diagrams) with corresponding narrative that depicts the functional aspects of the system. Corresponding narrative that describes each major functional area of the system must also be supplied. Describe how the system will be used and operated. Describe both the type of users of the system as well as any business interfaces that may be necessary.

Preliminary System Information

The Preliminary System Design Section has been designed to capture only the most essential information required. The items listed are not intended to be an exhaustive list of the possible technologies that may be utilized in the implementation of the system.

Preliminary System Details

The information provided in this section is not intended to be exhaustive.

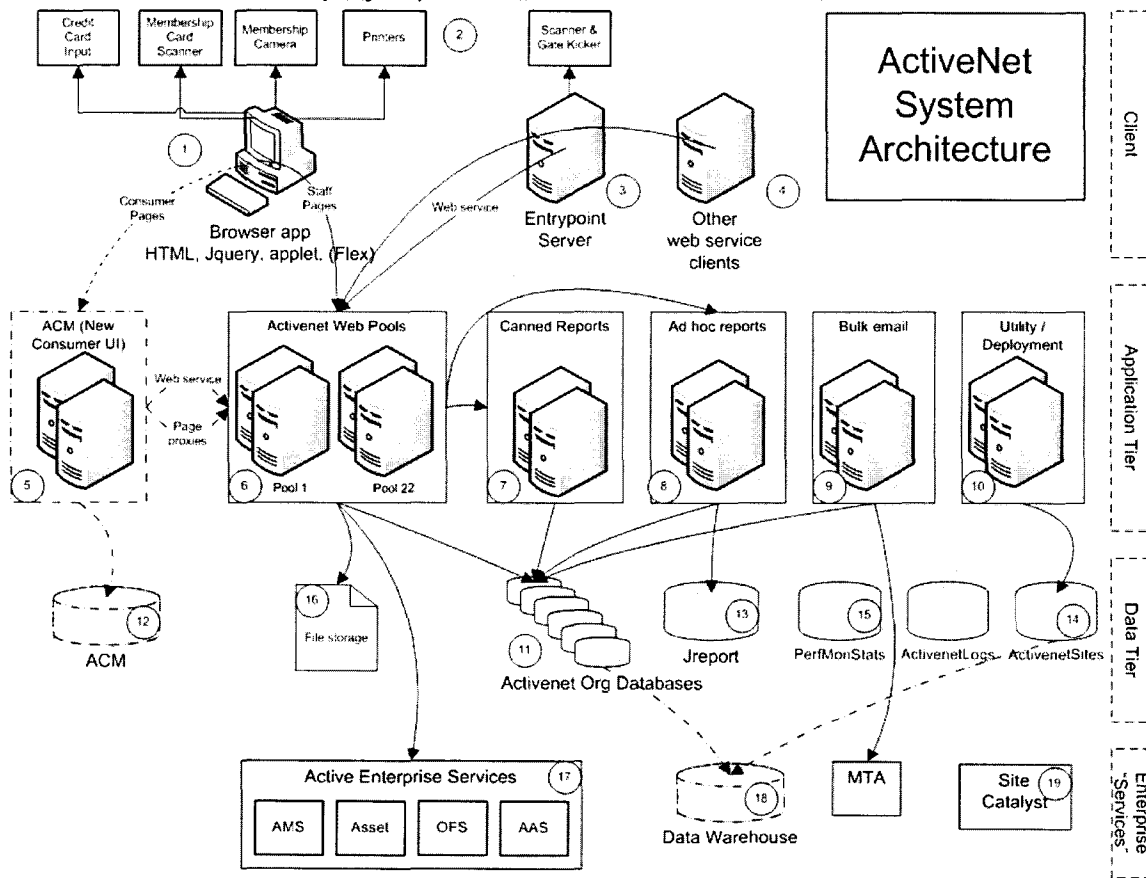
| Preliminary Information | System | Responses – Select all that apply |
|----------------------------|---------------|---|
| Architectural Approach | | <input type="checkbox"/> SOA <input checked="" type="checkbox"/> 3/N Tier <input type="checkbox"/> Other (specify): |
| Processing Type | | <input checked="" type="checkbox"/> OLTP <input checked="" type="checkbox"/> OLAP <input type="checkbox"/> Other (specify): |
| Development Platform | | <input checked="" type="checkbox"/> J2EE <input type="checkbox"/> .NET <input type="checkbox"/> Other (specify): |
| Architectural Framework(s) | | Specify: JBoss, Hibernate, etc. |
| Architectural Pattern(s) | | Specify: Common J2EE patterns |
| Application Technologies | Communication | Service Interface: <input checked="" type="checkbox"/> Web Services (HTTP, XML, SOAP, WSDL, UDDI) <input checked="" type="checkbox"/> Public Facing <input checked="" type="checkbox"/> Internal Facing <input type="checkbox"/> Messaging Platform Specific: <input type="checkbox"/> .NET Remoting <input checked="" type="checkbox"/> EJB/RMI – IIOP <input type="checkbox"/> Other (specify): |

| Preliminary Information | System | Responses – Select all that apply |
|-------------------------|-------------|--|
| System Technologies | Integration | <input checked="" type="checkbox"/> XML <input checked="" type="checkbox"/> Web Services <input type="checkbox"/> Messaging <input type="checkbox"/> EDI <input type="checkbox"/> CORBA <input type="checkbox"/> IIOP <input type="checkbox"/> Adaptors <input checked="" type="checkbox"/> Secure FTP <input type="checkbox"/> Other (specify): |
| Security Technologies | | <input type="checkbox"/> Identity and Access Management <input type="checkbox"/> Integrated <input type="checkbox"/> Externalizable <input type="checkbox"/> Externalized <input checked="" type="checkbox"/> Microsoft Active Directory <input type="checkbox"/> OpenLDAP <input type="checkbox"/> Apple Open Directory <input type="checkbox"/> Sun Java System Directory <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> SSL/TLS <input type="checkbox"/> SSL Level Supported: <u>128-bit</u> <input type="checkbox"/> Data Encryption <input type="checkbox"/> DES <input type="checkbox"/> 3DES <input type="checkbox"/> AES <input type="checkbox"/> Other (specify): Level Supported: <input type="checkbox"/> Column <input type="checkbox"/> Row <input type="checkbox"/> Table <input type="checkbox"/> Database <input type="checkbox"/> Cookie Encryption Log Management: _____ Directory Services: _____ XML (SCAP) Supported: _____ Harden OS: _____ Does the System/Application Store PIV Information: _____ Role Based Security: <input checked="" type="checkbox"/> FIPS Standards: _____ <input type="checkbox"/> Other (specify): |

Preliminary System Description

Provide a diagram (or diagrams) with corresponding narrative that depicts an accurate and detailed description of the entire system. The design must document how each of the requirements specified in the conceptual design will be logically accomplished.

In this section, details such as scalability, availability, and secureability should be reflected. External network connection speeds (for both the citizen and employee) should be documented. The supporting application should perform at acceptable levels when utilizing lowest common access speeds. Specify any known hardware and software details (brand, model, version, etc) for clients, servers, and other network infrastructure; programming languages selected, and deployment location (i.e. server location where code is deployed). Interfaces must be identified.



Detailed System

Detailed System Information

Disclaimer: Any technologies listed below have been provided solely for convenience, the information provided is not intended to be exhaustive.

| Detailed System Design | Responses – Select all that apply |
|--------------------------------------|--|
| Client Operating Systems | <input type="checkbox"/> Apple <input type="checkbox"/> Microsoft <input type="checkbox"/> Unix <input type="checkbox"/> Windows Mobile <input checked="" type="checkbox"/> Other (specify): Any |
| Client Platforms | <input type="checkbox"/> Desktop/Laptop <input type="checkbox"/> Tablet <input type="checkbox"/> Smart Phone <input checked="" type="checkbox"/> Other (specify): ANY |
| Client Footprint by Platform | Specify size of footprint in KB or MB: Desktop/Laptop: ____ Tablet: ____ Smart Phone: ____ Other (specify): N/A |
| Client Connection Speed | Specify speed in kbps or mbps: Minimum: ____ Recommended: Any |
| Client Richness | <input checked="" type="checkbox"/> Browser Based <input type="checkbox"/> Rich Client <input type="checkbox"/> Citrix Client |
| Browsers and Versions Supported | <input checked="" type="checkbox"/> Internet Explorer (specify versions): <input checked="" type="checkbox"/> Firefox (specify versions): <input type="checkbox"/> Other (specify product and versions): |
| Presentation - Client Side Languages | <input checked="" type="checkbox"/> HTML <input type="checkbox"/> DHTML <input type="checkbox"/> XML <input type="checkbox"/> XHTML <input type="checkbox"/> VB.NET <input type="checkbox"/> C# <input type="checkbox"/> ActiveX Controls <input checked="" type="checkbox"/> Java Applets <input type="checkbox"/> Java <input type="checkbox"/> JVM (specify details): <input checked="" type="checkbox"/> JavaScript <input type="checkbox"/> VBScript <input type="checkbox"/> C++ <input type="checkbox"/> Other (specify): |
| Application State | <input type="checkbox"/> Cookies: <input type="checkbox"/> Non-Persistent Cookies <input type="checkbox"/> Persistent Cookies <input checked="" type="checkbox"/> Session Ids <input type="checkbox"/> State Stored in Hidden Fields <input type="checkbox"/> Other (specify): |
| Virtualization Methods Supported | <input type="checkbox"/> Server <input checked="" type="checkbox"/> VMWare <input type="checkbox"/> Microsoft VM <input type="checkbox"/> HyperV <input type="checkbox"/> Storage |
| Web Server Location | <input checked="" type="checkbox"/> Public Facing <input type="checkbox"/> Internal Facing |

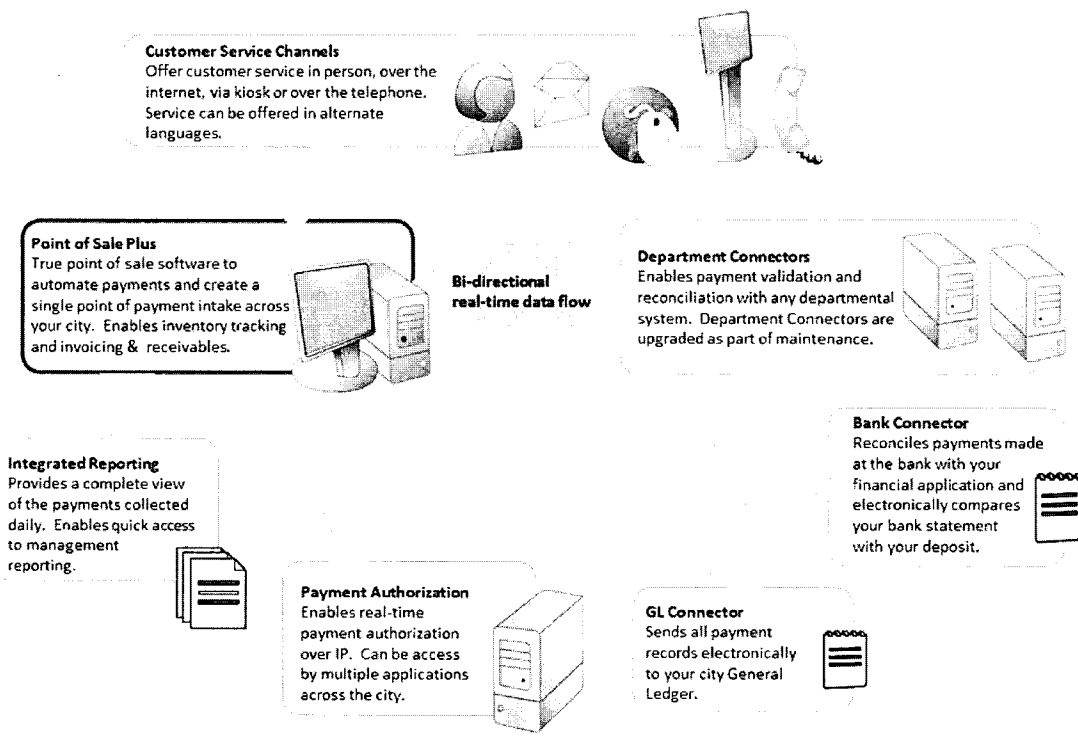
| Detailed System Design | Responses – Select all that apply |
|--|--|
| Web Server Operating System | <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Unix <input type="checkbox"/> Other (specify): Specify Version: 2008 |
| Web Server Software | <input type="checkbox"/> Apache <input checked="" type="checkbox"/> IIS <input type="checkbox"/> Other (specify): Specify Edition and Version: |
| Web Server - High Availability | Load Balanced: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Processor Architecture: <input checked="" type="checkbox"/> 64 Bit <input type="checkbox"/> 32 Bit Other (specify): |
| Web Server - Specifications | Rollout Configuration: SaaS application, rollout is n/a Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ Maximum Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ |
| Presentation – Server Side Languages | <input type="checkbox"/> ASP.NET <input type="checkbox"/> VB.NET <input type="checkbox"/> C# <input type="checkbox"/> JSP <input checked="" type="checkbox"/> Servlets <input checked="" type="checkbox"/> Java <input type="checkbox"/> JVM (specify details): <input type="checkbox"/> Server Side Includes (SSI) <input type="checkbox"/> C++ <input type="checkbox"/> PHP <input type="checkbox"/> Perl <input type="checkbox"/> Tomcat <input type="checkbox"/> Other (specify): |
| Application Server Operating System | <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Solaris <input type="checkbox"/> Other (specify): Specify Version: |
| Application Server Software | <input checked="" type="checkbox"/> Microsoft <input type="checkbox"/> IBM <input type="checkbox"/> Sun <input type="checkbox"/> Oracle (BEA) <input type="checkbox"/> JBOSS <input type="checkbox"/> Other (specify): Specify Edition and Version: |
| Application Server – High Availability | Processor Architecture: <input checked="" type="checkbox"/> 64 Bit <input type="checkbox"/> 32 Bit RAID Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No SAN Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Mirroring Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No Clustering Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other (specify): |
| Application Server - Specifications | Rollout Configuration: SaaS application, rollout is n/a Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ Maximum Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ |

| Detailed System Design | Responses – Select all that apply |
|---|--|
| Business Rule – Application Languages | <input type="checkbox"/> VB.NET <input type="checkbox"/> C# <input checked="" type="checkbox"/> Java (J2SE) <input type="checkbox"/> Java/EJB (J2EE) <input type="checkbox"/> JVM (specify details): <input type="checkbox"/> C++ <input type="checkbox"/> Other (specify): |
| Database Server Operating System | <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Unix <input type="checkbox"/> Other (specify): Specify Version: |
| Database Server Software | <input checked="" type="checkbox"/> Microsoft SQL Server <input type="checkbox"/> Oracle <input type="checkbox"/> Other (specify): Specify Version: 2012 |
| Database Server – High Availability | Processor Architecture: <input checked="" type="checkbox"/> 64 Bit <input type="checkbox"/> 32 Bit RAID Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No SAN Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Mirroring Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No Clustering Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other (specify): |
| Database Server Specifications | Rollout Configuration: SaaS application, rollout is n/a Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ Maximum Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ |
| Data Access – Connectivity Methods | <input type="checkbox"/> ADO.NET <input checked="" type="checkbox"/> ODBC <input type="checkbox"/> OLE/DB <input type="checkbox"/> JDBC <input type="checkbox"/> JDO <input type="checkbox"/> DB2 Connect <input type="checkbox"/> Other (specify): |
| Stored Procedures Utilization | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Data Access only <input type="checkbox"/> Business Rules and Data Access |
| Storage Requirements – Structured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> TB SaaS Solution, rollout is n/a |
| Storage Requirements – Unstructured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> TB SaaS Solution, rollout is n/a |
| Annual Growth Estimated – Structured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> TB SaaS Solution, rollout is n/a |
| Annual Growth Estimated – Unstructured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> TB SaaS Solution, rollout is n/a |

Functional System Description - PGS

Provide a diagram (or diagrams) with corresponding narrative that depicts the functional aspects of the system. Corresponding narrative that describes each major functional area of the system must also be supplied. Describe how the system will be used and operated. Describe both the type of users of the system as well as any business interfaces that may be necessary.

Payment Manager is a multi-channel solution encompassing over-the-counter, online, kiosk, drop box, mail-in and bank payments:



Preliminary System Information

The Preliminary System Design Section has been designed to capture only the most essential information required. The items listed are not intended to be an exhaustive list of the possible technologies that may be utilized in the implementation of the system.

Preliminary System Details

The information provided in this section is not intended to be exhaustive.

| Preliminary Information | System | Responses – Select all that apply |
|----------------------------|---------------|---|
| Architectural Approach | | <input type="checkbox"/> SOA <input checked="" type="checkbox"/> 3/N Tier <input type="checkbox"/> Other (specify): |
| Processing Type | | <input checked="" type="checkbox"/> OLTP <input type="checkbox"/> OLAP <input type="checkbox"/> Other (specify): |
| Development Platform | | <input type="checkbox"/> J2EE <input checked="" type="checkbox"/> .NET <input checked="" type="checkbox"/> Other (specify): VB6 |
| Architectural Framework(s) | | Specify: |
| Architectural Pattern(s) | | Specify: |
| Application Technologies | Communication | Service Interface: <input type="checkbox"/> Web Services (HTTP, XML, SOAP, WSDL, UDDI) <input type="checkbox"/> Public Facing <input type="checkbox"/> Internal Facing <input type="checkbox"/> Messaging Platform Specific: <input type="checkbox"/> .NET Remoting <input type="checkbox"/> EJB/RMI – IIOP <input type="checkbox"/> Other (specify): |
| System Technologies | Integration | <input type="checkbox"/> XML <input type="checkbox"/> Web Services <input type="checkbox"/> Messaging <input type="checkbox"/> EDI <input type="checkbox"/> CORBA <input type="checkbox"/> IIOP <input type="checkbox"/> Adaptors <input type="checkbox"/> Secure FTP <input checked="" type="checkbox"/> Other (specify): |

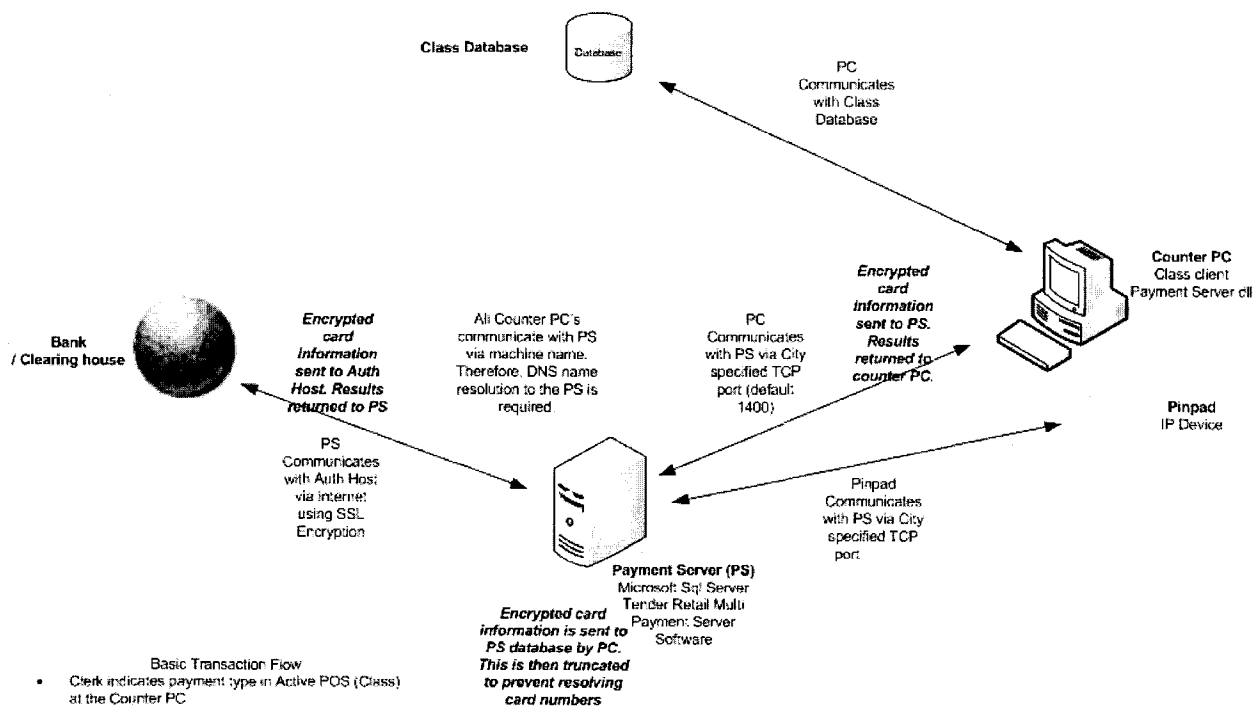
| Preliminary Information | System Responses – Select all that apply |
|-------------------------|--|
| Security Technologies | <p><input type="checkbox"/> Identity and Access Management</p> <p><input checked="" type="checkbox"/> Integrated <input type="checkbox"/> Externalizable <input type="checkbox"/> Externalized</p> <p><input checked="" type="checkbox"/> Microsoft Active Directory <input type="checkbox"/> OpenLDAP</p> <p><input type="checkbox"/> Apple Open Directory <input type="checkbox"/> Sun Java System Directory</p> <p><input type="checkbox"/> Other (specify): _____</p> <p><input type="checkbox"/> SSL/TLS</p> <p>SSL Level Supported: <u>128-bit</u></p> <p><input type="checkbox"/> Data Encryption <input type="checkbox"/> DES <input checked="" type="checkbox"/> 3DES <input type="checkbox"/> AES <input type="checkbox"/></p> <p>Other (specify): _____</p> <p>Level Supported: <input type="checkbox"/> Column <input type="checkbox"/> Row <input type="checkbox"/> Table <input type="checkbox"/> Database</p> <p><input type="checkbox"/> Cookie Encryption</p> <p>Log Management: _____</p> <p>Directory Services: _____</p> <p>XML (SCAP) Supported: _____</p> <p>Harden OS: _____</p> <p>Does the System/Application Store PIV Information: <u>No</u></p> <p>Role Based Security: <u>Yes</u></p> <p>FIPS Standards: _____</p> <p><input type="checkbox"/> Other (specify): _____</p> |

Proprietary System Description

Provide a diagram (or diagrams) with corresponding narrative that depicts an accurate and detailed description of the entire system. The design must document how each of the requirements specified in the conceptual design will be logically accomplished.

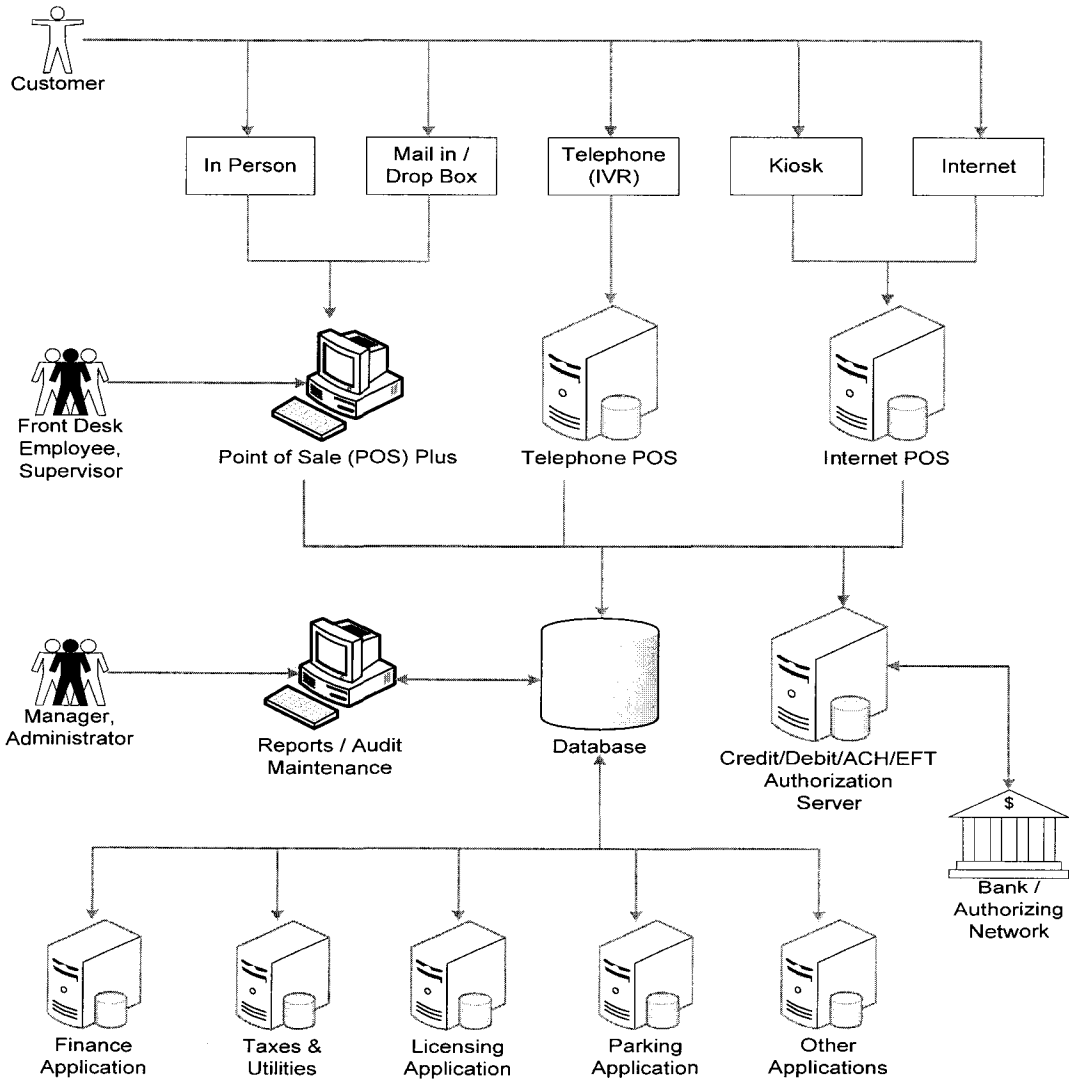
In this section, details such as scalability, availability, and secureability should be reflected. External network connection speeds (for both the citizen and employee) should be documented. The supporting application should perform at acceptable levels when utilizing lowest common access speeds. Specify any known hardware and software details (brand, model, version, etc) for clients, servers, and other network infrastructure; programming languages selected, and deployment location (i.e. server location where code is deployed). Interfaces must be identified.

The diagrams below depicts the basic transaction flow once a payment has been taken in the Payment Manager database to the client and through to the Payment Server which regulates payment transmission to Chase Paymentech, the City's merchant of record.

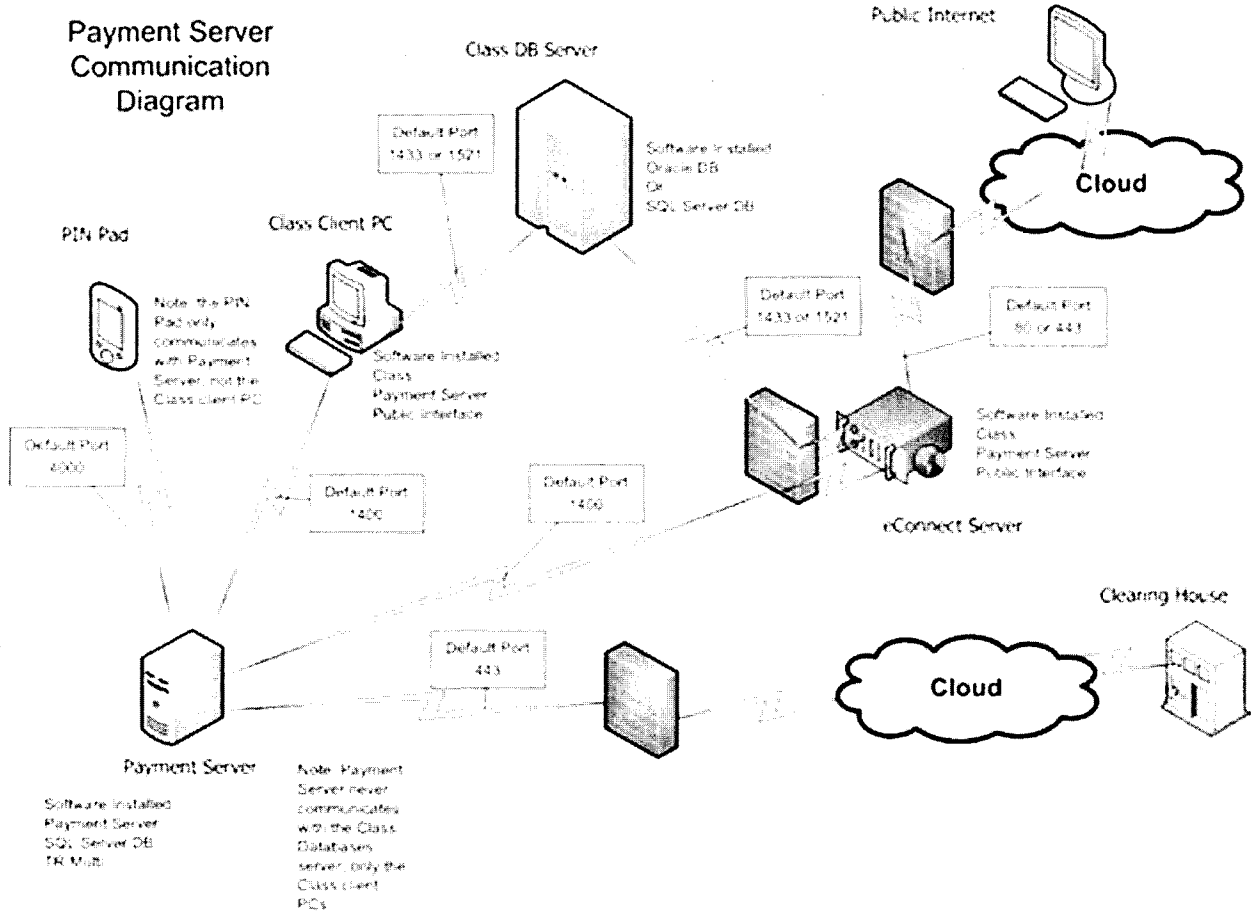


- Basic Transaction Flow**
- Clerk indicates payment type in Active POS (Class) at the Counter PC
 - If Credit or debit, connection opened to PS, awaiting card swipe
 - On entry of card details, transaction passed to Auth Host via SSL and result returned to PS
 - Results returned to Counter PC
 - Results written to Class Oracle Database

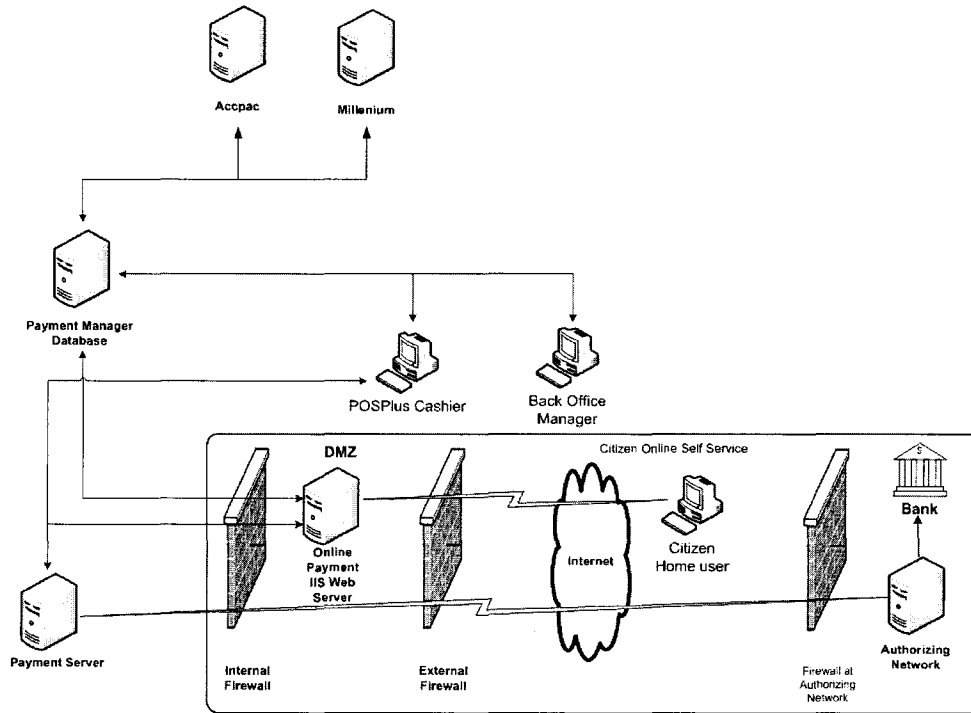
The following diagram describes how users interact with Payment Manager in order to perform payment transactions, and how data flows through the system.



The Payment Manager solution is a client/server solution and will be hosted within the City's existing infrastructure. The following is how Payment Server would communicate in this environment along with identified default ports:



Below is a network diagram showing the servers that would ideally have redundancy:



Detailed System

Detailed System Information

Disclaimer: Any technologies listed below have been provided solely for convenience, the information provided is not intended to be exhaustive.

| Detailed System Design | Responses – Select all that apply |
|--------------------------------------|---|
| Client Operating Systems | <input type="checkbox"/> Apple <input checked="" type="checkbox"/> Microsoft <input type="checkbox"/> Unix <input type="checkbox"/> Windows Mobile <input type="checkbox"/> Other (specify): |
| Client Platforms | <input checked="" type="checkbox"/> Desktop/Laptop <input type="checkbox"/> Tablet <input type="checkbox"/> Smart Phone <input checked="" type="checkbox"/> Other (specify): Any |
| Client Footprint by Platform | Specify size of footprint in KB or MB: Desktop/Laptop: ____ Tablet: ____ Smart Phone: ____ Other (specify): N/A |
| Client Connection Speed | Specify speed in kbps or mbps: Minimum: ____ Recommended: Any |
| Client Richness | <input type="checkbox"/> Browser Based <input checked="" type="checkbox"/> Rich Client <input type="checkbox"/> Citrix Client |
| Browsers and Versions Supported | <input checked="" type="checkbox"/> Internet Explorer (specify versions): <input checked="" type="checkbox"/> Firefox (specify versions): <input checked="" type="checkbox"/> Other (specify product and versions): Google Chrome 31 and higher |
| Presentation - Client Side Languages | <input checked="" type="checkbox"/> HTML <input type="checkbox"/> DHTML <input type="checkbox"/> XML <input type="checkbox"/> XHTML <input type="checkbox"/> VB.NET <input type="checkbox"/> C# <input type="checkbox"/> ActiveX Controls <input type="checkbox"/> Java Applets <input type="checkbox"/> Java <input type="checkbox"/> JVM (specify details): <input type="checkbox"/> JavaScript <input type="checkbox"/> VBScript <input type="checkbox"/> C++ <input checked="" type="checkbox"/> Other (specify): Windows Forms |
| Application State | <input type="checkbox"/> Cookies: <input type="checkbox"/> Non-Persistent Cookies <input type="checkbox"/> Persistent Cookies <input checked="" type="checkbox"/> Session Ids <input type="checkbox"/> State Stored in Hidden Fields <input type="checkbox"/> Other (specify): |
| Virtualization Methods Supported | <input type="checkbox"/> Server <input checked="" type="checkbox"/> VMWare <input type="checkbox"/> Microsoft VM <input type="checkbox"/> HyperV <input type="checkbox"/> Storage |

| Detailed System Design | Responses – Select all that apply |
|--|--|
| Web Server Location | <input checked="" type="checkbox"/> Public Facing <input type="checkbox"/> Internal Facing |
| Web Server Operating System | <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Unix <input type="checkbox"/> Other (specify): Specify Version: 2008 |
| Web Server Software | <input type="checkbox"/> Apache <input checked="" type="checkbox"/> IIS <input type="checkbox"/> Other (specify): Specify Edition and Version: |
| Web Server - High Availability | Load Balanced: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Processor Architecture: <input type="checkbox"/> 64 Bit <input checked="" type="checkbox"/> 32 Bit Other (specify): |
| Web Server - Specifications | Rollout Configuration: Windows Installer Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: _____ CPU Speed: _____ Amount of RAM: _____ Maximum Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: _____ CPU Speed: _____ Amount of RAM: _____ |
| Presentation – Server Side Languages | <input type="checkbox"/> ASP.NET <input type="checkbox"/> VB.NET <input type="checkbox"/> C# <input type="checkbox"/> JSP <input type="checkbox"/> Servlets <input type="checkbox"/> Java <input type="checkbox"/> JVM (specify details): <input type="checkbox"/> Server Side Includes (SSI) <input type="checkbox"/> C++ <input type="checkbox"/> PHP <input type="checkbox"/> Perl <input type="checkbox"/> Tomcat <input type="checkbox"/> Other (specify): |
| Application Server Operating System | <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Solaris <input type="checkbox"/> Other (specify): Specify Version: |
| Application Server Software | <input checked="" type="checkbox"/> Microsoft <input type="checkbox"/> IBM <input type="checkbox"/> Sun <input type="checkbox"/> Oracle (BEA) <input type="checkbox"/> JBOSS <input type="checkbox"/> Other (specify): Specify Edition and Version: |
| Application Server – High Availability | Processor Architecture: <input type="checkbox"/> 64 Bit <input checked="" type="checkbox"/> 32 Bit RAID Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No SAN Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No Mirroring Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No Clustering Supported: <input type="checkbox"/> Yes <input type="checkbox"/> No Other (specify): |
| Application Server - Specifications | Rollout Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: _____ CPU Speed: _____ Amount of RAM: _____ Maximum Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: _____ CPU Speed: _____ Amount of RAM: _____ |

| Detailed System Design | Responses – Select all that apply |
|---|---|
| Business Rule – Application Languages | <input type="checkbox"/> VB.NET <input type="checkbox"/> C# <input type="checkbox"/> Java (J2SE) <input type="checkbox"/> Java/EJB (J2EE) <input type="checkbox"/> JVM (specify details): <input type="checkbox"/> C++ <input type="checkbox"/> Other (specify): |
| Database Server Operating System | <input checked="" type="checkbox"/> Windows <input type="checkbox"/> Unix <input type="checkbox"/> Other (specify): Specify Version: 2008 |
| Database Server Software | <input checked="" type="checkbox"/> Microsoft SQL Server <input type="checkbox"/> Oracle <input type="checkbox"/> Other (specify): Specify Version: 2012 |
| Database Server – High Availability | Processor Architecture: <input checked="" type="checkbox"/> 64 Bit <input checked="" type="checkbox"/> 32 Bit RAID Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No SAN Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Mirroring Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Clustering Supported: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Other (specify): |
| Database Server Specifications | Rollout Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ Maximum Configuration: Number of Servers: <input type="checkbox"/> CPUs/Server: <input type="checkbox"/> CPU Type: CPU Speed: _____ Amount of RAM: _____ |
| Data Access – Connectivity Methods | <input type="checkbox"/> ADO.NET <input type="checkbox"/> ODBC <input checked="" type="checkbox"/> OLE/DB <input type="checkbox"/> JDBC <input type="checkbox"/> JDO <input type="checkbox"/> DB2 Connect <input type="checkbox"/> Other (specify): |
| Stored Procedures Utilization | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Data Access only <input type="checkbox"/> Business Rules and Data Access |
| Storage Requirements – Structured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input checked="" type="checkbox"/> GB <input type="checkbox"/> TB |
| Storage Requirements – Unstructured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> TB |
| Annual Growth Estimated – Structured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input checked="" type="checkbox"/> GB <input type="checkbox"/> TB |
| Annual Growth Estimated – Unstructured Data | Insert a number for appropriate size : <input type="checkbox"/> MB <input type="checkbox"/> GB <input type="checkbox"/> TB |

Proof of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 4/16/2014 12/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|--|--|---|--|----------------|--|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000 | | CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: | | FAX (A/C, No): | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| INSURED 1374877 Active Network, Inc. 10182 Telesis Ct., Suite 100 San Diego CA 92121 | | INSURER A: Federal Insurance Company | | 20281 | |
| | | INSURER B: Travelers Property Casualty Co of America | | 25674 | |
| | | INSURER C: National Union Fire Ins Co Pittsburgh PA | | 19445 | |
| | | INSURER D: | | | |
| | | INSURER E: | | | |
| | | INSURER F: | | | |

COVERAGES 1084882 CERTIFICATE NUMBER: 12710692 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | N | N | 3587-79-16 | 4/16/2013 | 4/16/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS | N | N | (13)7354-66-85 | 4/16/2013 | 4/16/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | HJUB-3881N74-6-13 | 4/16/2013 | 4/16/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-PR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Crime Tech E&O/Cyber Liability | N | N | 19330654 019330471 | 4/16/2013 4/16/2013 | 4/16/2014 4/16/2014 | \$5,000,000 Limit \$5,000,000 Limit |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Proof of Insurance

| | |
|--|---|
| CERTIFICATE HOLDER 12710692 Proof of Insurance | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|---|

[Faint, illegible text]

Financial Information

The ACTIVE Network is a privately held company. As announced in the press release found at <http://www.activenetwork.com/news-and-events/active-press-releases/2013/vista-equity-partners-announces-successful-completion-of-cash-tender-offer-for-shares-of-active-network>, the acquisition of ACTIVE by Vista Equity Partners, first announced September 30, has closed and is complete.

Vista is a leading private equity firm focused on investing in software, data, and technology-enabled businesses. Over the months ahead, we will be leveraging Vista's expertise, operational discipline, and best practices to deliver an even higher level of technology innovation and service than before. This includes continuing to invest in the strength of our solutions.

Due to the very recent nature of this transition, however, we can currently only make available our most recent publicly available financial information, such as our annual report that can be found here:

(<http://investors.activenetwork.com/phoenix.zhtml?c=179599&p=irol-reportsannual>)

And our filings with the SEC found here:

(<http://investors.activenetwork.com/phoenix.zhtml?c=179599&p=irol-sec>).

Any further details require a signed non-disclosure agreement.

2013-083

Attachment: Standard Product and Services Agreement

This document has been inserted following this page.

Page 18 of 19

**PRODUCTS AND SERVICES AGREEMENT
 CONTRACT #[INSERT QUOTE # FROM FIRST FINALIZED
 QUOTE]**

| CLIENT INFORMATION | | | |
|-------------------------------|--|------------|--|
| ORGANIZATION FULL LEGAL NAME: | | ADDRESS: | |
| CONTACT NAME: | | TELEPHONE: | |
| EMAIL: | | FAX: | |

| OVERVIEW OF AGREEMENT | | |
|--|-------------|--|
| This document (“Agreement”) consists of this cover page, and the following Schedules and Exhibits (check all applicable Appendices) | | |
| <input type="checkbox"/> | Appendix 1: | Hosted Software |
| <input type="checkbox"/> | Appendix 2: | Licensed Software; Support and Maintenance |
| <input type="checkbox"/> | Appendix 3: | Third Party Products |
| <input type="checkbox"/> | | Schedule |
| <input type="checkbox"/> | Exhibit A: | Maintenance Exhibit |

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

| CLIENT | THE ACTIVE NETWORK, INC. (“ACTIVE”) |
|------------------|-------------------------------------|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

The Active Network, Inc., 10182 Telesis Court, San Diego, California 92121
 Telephone: (858) 964-3801, Fax: (858) 964-3978

TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. INTERPRETATION

1.1 **Definitions.** For the purposes of interpreting this Agreement, the following terms will have the following meanings:

(a) “**Active**” means The Active Network, Inc. as referenced on the first page of this Agreement.

(b) “**Affiliates**” of a designated corporation, company or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition “controlled” and “control” mean ownership of more than fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

(c) “**Agreement**” means this Products and Services Agreement, inclusive of all Appendices, Schedules and exhibits.

(d) “**Client**” means the legal entity other than Active entering this Agreement.

(e) “**Concurrent Use**” means use at the same moment in time to access a given server computer (of any kind) owned or controlled by Client.

(f) “**Database Server**” means the single server computer upon which the Enterprise Database is resident.

(g) “**Effective Date**” means the last date set forth on page one of this Agreement.

(h) “**Enterprise Database**” means the MSDE, MS SQL Server, or Oracle database files containing customer data and that are accessed by the Licensed Software.

(i) “**Hosted Software**” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and which reside on Active’s servers and are accessible by Client’s staff or Users via the Internet.

(j) “**Internet Client**” means a remote device capable of using the Internet to access selected Licensed Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.

(k) “**Internet Server**” means a single server computer used by Client which enables access to the Licensed Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(l) “**IVR Server**” means a single server computer used by Client for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by Client’s

clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(m) “**Licensed Software**” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and/or which are in the future provided to Client by Active under any circumstances unless provided under a separate licensing agreement.

(n) “**Maintenance**” means the provision of error investigation and repair services as set out in Sections 20 through 23, the Support and Maintenance Handbook attached as Exhibit A, and the provision of new Versions and Releases in respect of the Licensed Software all as more particularly set out in the Support and Maintenance Handbook.

(o) “**Module**” means a single module element of Licensed Software listed in a Schedule.

(p) “**Online Services**” means services, such as Internet registration, that are enabled by Hosted Software and available to the public via the Internet.

(q) “**Other Services**” means Services other than Professional Services as provided in an agreed Schedule.

(r) “**Payment Server**” means a single server computer used by Client to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(s) “**Products**” means all Licensed Software, Hosted Software, Third Party Products, and other products (including documentation) provided to Client by or on behalf of Active.

(t) “**Professional Services**” means any and all types of services which Active provides, to Client and/or to other customers of Active, in the course of Active’s business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software including the Licensed Software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services shall be as set forth in the applicable Schedule.

(u) “**Release**” means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by Active to its customers generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to

the version number to the right of the decimal point such as from Release 1.1 to Release 1.2.

(v) “**Schedule**” means a schedule, quote, pricing form, order form, or similar document associated with this Agreement that lists the Products and Services provided by Active to Client hereunder and the related fees. The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable Schedule. Each Schedule will reference this Agreement or the Contract Number above (if applicable), must be signed by Client and will be governed by and incorporated into this Agreement.

(w) “**Services**” means all Professional Services, Support and Maintenance, Online Services, and Other Services provided to Client by or on behalf of Active.

(x) “**Software**” means the Licensed Software and the Hosted Software as defined elsewhere in this Section.

(y) “**Support**” means the ongoing telephone, email, web-based and dial-in support and problem resolution to assist Client in the use of the Licensed Software, the Hosted Software, and Other Services and Products of Active as set out in the Support and Maintenance Handbook.

(z) “**Support and Maintenance Handbook**” means the documents published by Active setting out the applicable service levels, processes, restrictions, and other particulars of Support and Maintenance provided in respect of the Software and Other Services and Products of Active, as amended from time to time upon notice to Client.

(aa) “**Support and Maintenance Start Date**” means, for implementations performed by Active, the first day of implementation of the Licensed Software or ninety (90) days following the delivery of the Licensed Software, whichever occurs first, and upon delivery of the Licensed Software for implementations being performed by the customer or a 3rd party vendor.

(bb) “**System Utilities**” includes the following: Accounting Processes, Central Login, Log File, Copy Database, Maintain Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Database and View Components.

(cc) “**Third Party Products**” means those hardware, firmware and/or software products, provided to Active by third parties, listed in a Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

(dd) “**User**” means a person who accesses and uses any of the Products in any manner whatsoever.

(ee) “**Version**” means a version of the Licensed Software providing a particular functionality, while a new Version of the Licensed Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.

(ff) “**Workstation**” means a computer attached to a local or wide-area network (including an Intranet), which accesses the Licensed Software or Enterprise Database.

1.2 **Headings.** The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. CHARGES AND PAYMENTS

2.1 **Taxes.** Client will pay all applicable sales, use, withholding and excise taxes, and any other assessments against Client in the nature of taxes, duties or charges however designated on the Services and Products or their license or use, on or resulting from this Agreement, exclusive of taxes based on the net income of Active, unless exempted by law and unless a valid tax exemption certificate has been provided to Active prior to invoicing.

2.2 **Currency.** Unless otherwise indicated in a Schedule, all prices are in the currency of the country in which Client is located.

2.3 **Delivery.** Delivery for Products supplied by Active under this Agreement will be deemed to have occurred F.O.B. origin, which in the case of Licensed Software and/or Hosted Software will typically be in the form of an email from Active providing a FTP (i.e. file transfer protocol) downloadable link. To the extent applicable, Client will be responsible for shipping and handling costs.

2.4 **Invoices/Payment.** Active will provide invoices to Client for all amounts owing by Client hereunder. Payment of invoices is due within thirty (30) days from the date of invoice.

3. CLIENT INFORMATION; CONFIDENTIALITY

3.1 **Client Information and Obligations.** In order to assist Active in the successful provision of Services and Products to Client, Client shall (i) provide to Active information relating to Client’s organization, technology platforms, systems configurations, and business processes and otherwise relating to Client that is reasonably requested by Active from time to time, (ii) make available such personnel assistance to Active as may be reasonably necessary for Active to perform hereunder; and (iii) carry out in a timely manner all other Client responsibilities set forth herein. Any delay by Client hereunder shall result in a day-for-day extension of Active’s dependent obligations.

3.2 Confidential Information.

(a) In the performance of or otherwise in connection with this Agreement, one party (“Disclosing Party”) may disclose to the other party (“Receiving Party”) certain Confidential Information of the Disclosing Party. “Confidential Information” means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the customers, business plans,

promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any software or software application server source code provided by Active or its licensors shall be deemed to constitute Confidential Information without further designation by Active. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).

(b) Exclusions. The obligations under this paragraph will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (iii) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure; and (vi) any disclosure with the consent of the Disclosing Party.

4. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 SPECIFIC EXCLUSION OF OTHER WARRANTIES. THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, ACTIVE DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CLIENT OR THAT THE OPERATION OF PRODUCTS AND SERVICES PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

4.2 RESTRICTIONS ON WARRANTY. ACTIVE HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE

FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN ACTIVE.

4.3 NO INDIRECT DAMAGES. WITHOUT LIMITING THE GENERALITY OF SECTIONS 4.1 AND 4.4, IN NO EVENT WILL ACTIVE BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

4.4 LIMITS ON LIABILITY. IF, FOR ANY REASON, ACTIVE BECOMES LIABLE TO CLIENT OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

(a) THE TOTAL AGGREGATE LIABILITY OF ACTIVE TO CLIENT AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO ACTIVE AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

(b) IN ANY CASE CLIENT MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST ACTIVE ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN TWO YEARS AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

4.5 SEPARATE ENFORCEABILITY. SECTIONS 4.1 THROUGH 4.4 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

4.6 For the purposes of this Section 4, reference to Active shall also include its suppliers and licensors.

5. RESTRICTIONS

5.1 U.S. GOVERNMENT RESTRICTED RIGHTS. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is The Active Network, Inc. or one of its Affiliates or subsidiaries.

5.2 Export Restrictions. The Products may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws and regulations of the countries and/or territories in which the Products are used ("Applicable Law"). Client may not export,

re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Products, as determined by Applicable Law under which Client operates: (i) to any country on Canada's Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada's Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. Client hereby represents and covenants that: (i) to the best of Client's knowledge Client is eligible to receive the Products under Applicable Law; (ii) Client will import, export, or re-export the Products to, or use the Products in, any country or territory only in accordance with Applicable Law; and (iii) Client will ensure that Client's Users use the Products in accordance with the foregoing restrictions.

5.3 Third Party Software and Open Source Components.

The Software may contain open source components or other third party software of which the use, modification, and distribution is governed by license terms (including limitations of liability) set out in the applicable documentation (paper or electronic) or read me files.

5.4 **Restrictions; Acceptable Use Policies.** Client shall: (i) use the Products exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others, including privacy and anti-spamming laws; (ii) not reverse engineer, disassemble, or decompile any Products or prepare derivative works thereof; (iii) not copy, modify, transfer, display, or use any portion of the Products except as expressly authorized in this Agreement or in the applicable documentation; (iv) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Products; (v) not obliterate, alter, or remove any proprietary or intellectual property notices from the Products in physical or electronic forms; (vi) not use the Products to transmit, publish, or distribute any material or information: (a) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (b) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; or (c) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (vii) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Products for their intended use; (viii) not rent, lease, sublicense, resell, or provide access to the Products on a time-share or service bureau basis; and (ix) not input credit card information into the Products or solicit the input of such information other than in pre-defined fields within the Products that are intended for that purpose.

6. TERMINATION

6.1 **Termination.** This Agreement will terminate:

(a) at the option of either party if the other party materially defaults in the performance or observance of any of its

Last revised November 7, 2013

obligations hereunder and fails to remedy the default within thirty (30) days after receiving written notice thereof; and

(b) without limiting (a), at the option of Active if Client breaches its payment obligations, provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

6.2 **Suspension of Obligations.** If either party should materially default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party's default is remedied, provided however that this Section will not permit Client to suspend its obligation to make any payments due for Products or Services that are unrelated to any default alleged against Active.

6.3 **Return of Materials.** In the event of termination of this Agreement for any reason whatsoever, Client will immediately (i) return to Active all physical copies of Products delivered by Active to Client or otherwise in Client's possession or control, or (ii) if expressly permitted by Active, destroy all physical copies of the Products not returned to Active and delete all electronic copies of the Products from its systems and certify in writing to Active that such actions have all been completed.

7. AUDIT AND MONITORING RIGHTS

Active may, upon a minimum of twenty-four (24) hours written notice to Client, attend upon Client's premises and verify that the Products are being used only as permitted hereby. Such inspections shall be limited to a maximum of twice per calendar year, and will be performed only during Client's regular business hours and conducted in a manner as to minimize, to the extent reasonable, interference with Client's business. Further, Active may, using automatic means which do not interfere with the use of the Products by Client or Users other than as described in this provision, monitor at any time usage of the Products by Client and or its Users including through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 **Warranty of Title.** Active warrants that it has all rights necessary to make the grant of license herein by having all right, title, and interest in and to the Products (other than Third Party Products) or as licensee of all such rights from the owner thereof.

8.2 **Intellectual Property.** Active and its licensors shall retain all right, title, and interest in and to the Products and the results of the Services and to all software, trademarks, service marks, logos, and trade names and other worldwide proprietary rights related thereto ("**Intellectual Property**"). Client shall use the Intellectual Property only as provided by Active, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's or its licensors' rights in its Intellectual Property. Client acknowledges that its use of the Intellectual Property shall not

create in Client or any other person any right, title, or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active or its licensors, as applicable.

9. INDEMNIFICATION

(a) Each party (the “**Indemnifying Party**”) shall defend, settle, and pay damages (including reasonable attorneys’ fees) (“**Damages**”) relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) (“**Claims**”) against the other party hereto (the “**Indemnified Party**”) to the extent that such Claim is based upon provision, by the Indemnifying Party, of materials, products, or services as part of such party’s obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

(b) If any Claim that Active is obligated to defend, settle, and pay damages to Client under this Section 9(a) has occurred or, in Active’s opinion, is likely to occur, Active may, at its option and expense either (1) obtain for Client the right to continue to use the applicable Software, (2) replace or modify the Software so it becomes non-infringing, without materially adversely affecting the Software’s specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by Client based on its lost use and terminate this Agreement. Active shall not be obligated to defend, settle, or pay Damages for any Claims to the extent based on: (x) any Client or third party intellectual property or software incorporated in or combined with the Software where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the Software at Active’s discretion; (y) Software that has been altered or modified by Client, by any third party or by Active at the request of Client (where Active had no discretion as to the implementation of modifications to the Software or documentation directed by Client), where in the absence of such alteration or modification the Software would not be infringing; or (z) use of any version of the Software with respect to which Active has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

(c) Client agrees to defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an event or activity operated by Client in connection with the Products and/or Services; (ii) any claim brought by a Third Party Beneficiary or brought in connection with Active’s payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement; and/or (iii) Client’s or any of its User’s breach of Section 5.

(d) **Indemnification Claims Procedure.** Each party’s obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the

Indemnifying Party of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Indemnifying Party; and (3) the provision of assistance by the Indemnified Party at the Indemnifying Party’s request to the extent reasonably necessary for the defense of such Claim.

(e) For the purposes of this Section 9, reference to Active shall also include its suppliers and licensors.

(f) Notwithstanding the foregoing, Client shall not be bound by the terms of this Section 9 to the extent precluded by applicable law (e.g., sovereign immunity of a governmental entity).

10. GENERAL

10.1 **Entire Agreement.** This Agreement, including all attachments and referenced Appendices, Schedules and exhibits, constitutes the complete and exclusive statement of the agreement between Active and Client with respect to the subject matter hereof. It supersedes and replaces all oral or written RFPs, proposals, prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties, except that Active may fill future purchase or other orders for further goods or services available under this Agreement and, if Active does so, the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise. Any addendum attached hereto shall form an integral part of this Agreement and, in the event of any inconsistency between this Agreement and any addendum, the provisions of the addendum shall prevail; provided however, in the case of indemnification, limitations of liability, and confidentiality obligations, this Agreement shall always control. Any ‘click-wrap’ agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before entering into this Agreement are of no force and effect as between Client and Active and are superseded by this Agreement.

10.2 **Force Majeure.** Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.

10.3 **Notices.** All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such courioring, as applicable, is retained. Notice may also be deposited in the mails, postage pre-paid, certified or

registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement or such other address of which the party gives notice in accordance herewith, and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

10.4 Governing Law. This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in San Diego County, California.

10.5 Attorney Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

10.6 Affiliates. During the term of this Agreement, Client or Client's Affiliates may order additional Products and/or Services from Active or one of Active's Affiliates by entering into a Schedule. In the event that Client or Client's Affiliate enters into a Schedule with Active or an Affiliate of Active, reference in this Agreement to "Client" and "Active" shall mean the respective entity that executed the applicable Schedule. A breach of this Agreement by Active's Affiliate or Client's Affiliate shall not affect the rights, privileges, or obligations of Active or Client, as applicable, or any other Affiliate not in breach of this Agreement.

10.7 Non-Assignability. Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent, except that (i) Active may assign this Agreement to one of its affiliates or in connection with any sale or security interest involving all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred; and (ii) Client automatically assigns this Agreement to the purchaser of all or substantially all of Client's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of Client. In the event that any such assignment is made by Client pursuant to (ii), Client must provide Active with written notice of such event within thirty (30) days of such assignment. Active shall have thirty (30) days from its receipt of such notice to terminate this Agreement without further liability or obligation to Client.

10.8 Term and Survival. The term of this Agreement shall commence on the Effective Date set out on the cover page hereof and shall continue as set forth in Sections 16 or 23.1, as applicable, or until terminated in accordance with Section 6. Sections 1.1, 4, 5.4, 6.3, 8.2, 9, 10, 27.1, and 27.2 of this Agreement, along with all unpaid payment obligations, will survive termination and expiration of this Agreement.

10.9 No Authority to Bind. Neither party shall incur any obligations for or in the name of the other party, or have the authority to bind or obligate the other party. Neither party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

10.10 Counterparts. This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the Parties. Such counterparts taken together shall constitute one and the same original document.

10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions shall remain in full force and effect.

10.12 Cooperative Procurement. Upon consent by Active, this Agreement may be used for permitted cooperative procurement by any public or municipal body, entity, agency or institution. If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, this Agreement may be extended to such other entities indicated above for the procurement of similar products and/or services provided to Client herein and at fees in accordance with this Agreement unless separately negotiated between such other entities and Active. Further related entities participating in a cooperative procurement process shall place their own orders directly with Active and will fully and independently administer their use of this Agreement to include such contractual obligations as those entities and Active deem appropriate without direct administration from the original Client.

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APPENDIX 1: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE

11. HOSTED SOFTWARE

11.1 Active will provide Client with access to hosted versions of the Products identified in the applicable Schedule and associated Online Services, and Active hereby grants to Client a limited, non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation.

11.2 Client agrees to receive notifications regarding free product, promotional items, and giveaways at Client's Event(s) or facility(ies), but Client may opt not to receive the items from Active. Client's customers who register for, sign up, or otherwise interact with the Online Services ("End Users") may opt-in to receive information, items, or promotions/deals from Active, in which case, Active will be responsible for fulfillment and for providing customer service for any such offers.

11.3 Client acknowledges that Active: (a) does not monitor or police communications or data transmitted through the Hosted Software or Online Services by Client or any third party, or any communications or data transmitted by any third party suppliers through the Hosted Software or Online Services; (b) shall not be responsible for the content of any such communication or transmission; (c) shall have no liability of any kind with respect to any materials or information that Client inputs into or transmits, publishes, or distributes through the Hosted Software or Online Services; and (d) may remove or modify any such communication or transmission

deemed offensive for which Active has received more than one complaint.

12. LICENSE AND BRANDING

Active hereby grants to Client a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and transmit in digital form Active's name and logo in connection with promotion of the Online Services only in the manner approved of by Active during the term of this Agreement. Client hereby grants to Active a limited non-transferable license to use, display, reproduce, distribute, adapt and transmit in digital or printed form information provided by Client relating to its organization, including its name, trademarks, service marks and logo, in connection with the implementation and promotion of the Online Services; provided, however, that such use shall be as necessary to Active's performance under this Agreement. Client will use reasonable efforts to encourage adoption of the Online Services, including displaying Active's name and logo, in the form supplied by Active from time to time and in a manner approved by Active, in any medium used by Client to promote its programs or services to prospective participants.

13. INFORMATION COLLECTION AND AUTHORIZED USERS

Active may collect certain information from individuals as part of a registration process. Client may login to Active's data management system to access this information. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) Active's privacy policy as published on its website. Client is solely responsible for the security of its login information, authorization credentials, and similar access information (collectively "Login Information") and for the use or misuse of such Login Information. Client agrees to only allow access to and use of the Products to its authorized users. Client acknowledges and agrees that Active may provide access to or use of the Software and Services to anyone utilizing Client's Login Information or who is otherwise authorized by Client to use or access the Software and Services on Client's behalf. Client is responsible for such users' compliance with the terms and conditions of this Agreement. Active may suspend or terminate any such user's access to the Software and Services upon notice to Client if Active reasonably determines that any such user has violated the terms and conditions of this Agreement or is otherwise using the Products for suspect purposes. Client will immediately either notify Active in writing or disable such user's access if any previously authorized Client user is no longer authorized to use the Login Information or otherwise use or access the Software and Services. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliate entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant

not to sue and agree to defend, indemnify, and hold harmless Active for any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client.

14. FEES FOR HOSTED SOFTWARE

14.1 Transaction fees.

(a) Client shall pay to Active the Hosted Software service fees ("**Service Charge(s)**") as set out in the applicable Schedule.

(b) In cases where Active's banking or financial partners or similar service providers impose changes in processing costs payable by Active, Active reserves the right to modify Service Charges to reflect such changes. Active further reserves the right to modify the Service Charges once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%).

(c) Active will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by Active. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total registration fees collected, net of Active's Service Charges as set forth in the applicable Schedule and any other deductions provided herein.

(d) If Client enters transactions at fee amounts less than those actually charged to Client's Users, thus reducing or avoiding applicable Service Charges, such action shall constitute a material breach of this Agreement.

(e) Active shall not be responsible for processing or making any refunds. In the event Client initiates a refund, a fee may be charged by Active to Client as set out in the applicable Schedule. Active may set off against user fees collected by Active to the amount of any credit card chargebacks and associated fees applicable to user transactions and to reimburse itself for any overdue fees owed to Active by Client. To the extent that such funds are not available for set off, Client shall promptly reimburse Active for any deficiency.

(f) In the event Client is entering into this Agreement and using the Hosted Software for the benefit of a third-party event or organization ("**Third Party Beneficiary**"), Client agrees that Active may send fees collected by Active directly to the Third Party Beneficiary.

(g) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

14.2 Subscription fees.

To the extent set forth in the applicable Schedule, Client shall pay to Active the Hosted Software subscription fees

("Subscription Fees") for the term of this Agreement established in Section 16 below. Client will be invoiced for their first year Subscription Fees upon the first live operational use of the Hosted Software ("Go-Live Date"), with subsequent annual Subscription Fees being invoiced upon each anniversary of Go-Live Date. Payment will be made Net thirty (30) days from invoice date.

15. EXCLUSIVITY FOR HOSTED SOFTWARE.

During the term of this Agreement, Active will be the sole and exclusive provider of registration and other services similar to the Hosted Software provided to Client hereunder for the events or transactions for which Client is using Active's Software and Services.

16. TERM FOR HOSTED SOFTWARE

Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and Client shall license from Active, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force for a period of three (3) years from the Go-Live Date of the Hosted Software (the "Initial Term"), with automatic renewals for three (3) year terms (each a "Renewal Term") thereafter until either party gives written notice to terminate the Hosted Software no less than twelve (12) months prior to the end of the Initial Term or Renewal Term, as applicable.

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APPENDIX 2: TERMS APPLICABLE ONLY TO LICENSED SOFTWARE AND ASSOCIATED SUPPORT AND MAINTENANCE SERVICES

17. ACCESS TO SYSTEM AND OTHER CLIENT OBLIGATIONS

17.1 Access. Client will provide, at no cost to Active:

(a) subject to the security requirements of Client, 24-hour access to Client's system via either an always-available telephone circuit or an always available internet connection to enable Active or its designated representative to perform any of the obligations placed upon Active by this Agreement; and

(b) subject to the security requirements of Client, remote dial up/internet access methods approved by Active to allow Active to remotely diagnose and correct errors in the Licensed Software and provide other Services.

17.2 Client Obligations. Without limiting any of Client's other obligations under this Agreement, Client will:

(a) use its best efforts to upgrade to any new Release or Version of the Licensed Software as soon as possible after becoming aware of its availability;

(b) ensure that at all times at least one current staff person of Client has been fully trained on the Licensed Software; and

(c) designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person Client may change upon fourteen (14) days prior notice to Active.

18. GRANT OF LICENSES AND LIMITATIONS THEREON

18.1 Active hereby grants to Client a non-exclusive and non-transferable right and license, subject to this Agreement, to install and/or use the Licensed Software, in the manner and for the term stated in the applicable Schedule and Active provided and related written user documentation as follows:

(a) **Workstation-Based Modules.** In respect of each Workstation-based core Module and each Workstation-based add-on Module, Client may install and use each Module on Workstations to access the Enterprise Database on the Database Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(b) **Server-based Add-on Modules.** Client may install and use each server-based Module on as many Workstations as is desired by Client, and Client may use and permit use of such Modules by its clients, all without limit to the number of Users or transactions which simultaneously use any such Module, provided however that:

(i) in respect of each TeleReg and Voice Server Module, Client may install one copy of each Module on one IVR Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for TeleReg Lines Modules as set out in the applicable Schedule; and

(ii) in respect of each Payment Server Module, such Modules may be in Concurrent Use not to exceed the number of licenses granted to Client for Point of Sale Modules as set out in the applicable Schedule.

(c) **Server-based On-line (Internet) Modules.** In respect of each Server-based On-line (Internet) Module, Client may:

(i) install one copy of each Module on one Internet server, provided that the number of copies of the Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule; and

(ii) subject to Section 18(d), permit Users to access and use such Modules to access the Database Server via Internet Clients connecting via a licensed Internet Server, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for Online Client Access Modules as set out in the applicable Schedule multiplied by twenty-five (25).

(d) **Cumulative Workstation-based Modules.** In respect of each Cumulative Workstation-based Module, Client may:

- (i) install one copy of each Module on a single Workstation for each license granted to Client therefor as set out in the applicable Schedule; and
- (ii) permit Users using such licensed Workstation(s) to use such Module(s) provided, for greater certainty, that the Modules may be in Concurrent Use not to exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(e) Client hereby acknowledges that the mechanism utilized by the Licensed Software to control the number of Users or Online Client Access which can simultaneously access and use Server-based On-line (Internet) Modules is based upon the number of Users who have at any time logged into Client's computer network using their passwords, such that any User so logged into such network in a manner that would automatically enable the User to access and use such Modules will reduce by one the number of Users able to simultaneously access those Modules, regardless of whether or not such User is in fact accessing or using any such Module. Client hereby waives any claim, and releases Active from any such claim and from any losses or damages Client suffers in relation thereto, in connection with the inability of Users to simultaneously access such Modules where such inability is the result of inactive logged-in Users absorbing available login access.

18.2 Additional Copies. Client will not make any copies of the Licensed Software except as necessary for the installation permitted hereby and except for:

- (a) copies of each Module licensed hereunder for training and testing purposes, and
- (b) for backup purposes, provided that all electronic copies made include screen displays of Active's proprietary or intellectual property notices as recorded on the original copy provided by Active and Client affixes a label to each disk, reel, or other housing for the medium on which each physical copy is recorded setting out the same proprietary and intellectual property notices as appear on the unit of Licensed Software from which the copy is made in the same manner as those notices appear on that original copy.

19. LICENSED SOFTWARE FEES

19.1 In respect of each Module, Client shall pay to Active all applicable Licensed Software fees listed in the applicable Schedule upon delivery (as defined in Section 2.3) of the Licensed Software.

20. MAINTENANCE SERVICES AND LIMITED WARRANTY

20.1 Active will develop new Releases and new Versions of Licensed Software in accordance with the procedures and other particulars set out in the Support and Maintenance Handbook attached as Exhibit A.

20.2 Provided that Client continues to subscribe for Support and Maintenance in respect of a particular Licensed Software Product, Active will provide to Client, either in physical form

by mail or courier or in electronic form via the Internet, new Releases and Versions (and appropriate documentation) for such Licensed Software Products on a when-and-if-available basis.

20.3 Limited Warranty of Software. Active warrants that when utilized by Client in a manner authorized hereunder, the Licensed Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from delivery of the Licensed Software ("**Warranty Period**"). Active's sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity which is reported to Active in writing by Client within that Warranty Period. In the event Active is unable to remedy such non-conformity within a reasonable time using reasonable efforts, Active may refund to Client the license fee pertaining to the Licensed Software, subject to Client's return of the Licensed Software, and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by Active. This limited warranty is void if failure of the Licensed Software has resulted from accident, abuse or misapplication. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

21. EXCLUDED SUPPLIES AND SERVICES

Without limitation, the following supplies and services are excluded from Support and Maintenance:

- (a) Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Licensed Software was initially installed;
- (b) Services which are required to remedy problems which do not stem from any defect in Licensed Software;
- (c) Services which are required to remedy problems caused by lack of training of Client's personnel or improper treatment or use of the Licensed Software;
- (d) Full report customization service;
- (e) Any and all hardware support, maintenance or troubleshooting issues, except as described in Section 26 regardless of the source of such hardware.

22. FEES FOR SUPPORT AND MAINTENANCE

22.1 Support and Maintenance services begin for all Licensed Software listed in the applicable Schedule on the Support and Maintenance Start Date. The cost for Support and Maintenance services is payable annually in advance and is due in its entirety thirty (30) days from date of Active's delivered invoice. Client may elect to specify a preferred alternate Support Renewal Date by so notifying Active in writing. If an alternate preferred Support Renewal Date is specified, the cost of Support and Maintenance will be prorated from the anniversary of the Support and Maintenance Start Date to the specified Support Renewal Date. Thereafter, the Support and Maintenance fee is payable in advance on every annual anniversary of the Support and Maintenance

Start Date or, if there is a Support Renewal Date, every anniversary of the Support Renewal Date (the applicable anniversary being the “**Support Renewal Date**”). Active will provide invoices to Client for all such amounts, such invoices due on the later of (a) the Support and Maintenance Start Date or applicable Support Renewal Date, as applicable, and (b) thirty (30) days from the date of the invoice.

22.2 For the first year of this Agreement commencing with the Effective Date, Support and Maintenance pricing shall be equal to twenty-five percent (25%) of the gross software license fees. Support and Maintenance pricing for all successive years shall be equal to twenty-five percent (25%) of the gross software license pricing charged by Active for equivalent software as of the date of each such renewal year, provided, however, that any increase in Active’s annual Support and Maintenance pricing for any renewal year shall not exceed ten percent (10%) of the renewal fees charged in the prior year. Any additional software licensed to Client by Active will increase the total gross software license fees upon which Maintenance and Support pricing is based. Active will provide invoices to Client for renewal fees up to sixty (60) days prior to expiration of each term.

22.3 The Support and Maintenance fees identified in the applicable Schedule are applicable only upon the date of entry into this Agreement, and are subject to change thereafter in accordance with this Agreement’s terms.

22.4 In consideration of the Support and Maintenance provided hereunder, Client agrees to pay Active the fees described in the applicable Schedule, as modified explicitly pursuant to this Agreement. In the event Client requires Support and Maintenance for additional Licensed Software, Client agrees to pay Active the additional Support and Maintenance fees applicable based upon the fees then in effect, prorated from the date of agreement to acquire such services to the Support Renewal Date.

22.5 Unless the applicable Schedule indicates otherwise, the fees charged hereunder are applicable to Support and Maintenance of Licensed Software used with respect to only a single database of Client data. If Client, after entering this Agreement, places in service one or more additional databases to be used in relation to the Licensed Software, then for each such additional database, an additional 25% of all gross Licensed Software fees due, exclusive of such extra database fees, will be payable hereunder for Support and Maintenance. Client will notify Active as soon as reasonably possible of the installation or use of any such additional database(s).

22.6 Active may terminate and suspend performance of all Support and Maintenance if Client fails to pay any past due Active invoice within thirty (30) days of written notice of such failure, in the event of any other material breach by Client which remains uncured thirty (30) days after notice thereof or if any of the Licensed Software ceases to be subject of a valid software license agreement.

22.7 If at any time after Client has initially licensed any of the Licensed Software from Active, Client’s right to receive Support and Maintenance, or comparable services, from

Active under this Agreement or a comparable agreement has lapsed for any reason whatsoever, voluntarily or otherwise, and Client wishes to receive Support and Maintenance from Active, Client will pay to Active, prior to re-instatement of Support and Maintenance services:

(a) a reinstatement fee equal to the greater of 50% of the current annual support fee or the sum of the unpaid support fees that would have been payable hereunder had this Agreement been in force during the time in which Support and Maintenance rights had so lapsed to the date of reinstatement, and

(b) at least one additional year of Support and Maintenance from the date of reinstatement.

23. TERM FOR SUPPORT AND MAINTENANCE

23.1 **Term.** Active shall provide to Client, and Client shall purchase from Active, Support and Maintenance for a period commencing on the Support and Maintenance Start Date and, subject to termination as provided herein, continuing until the following Support Renewal Date or anniversary of the Support and Maintenance Start Date, with automatic renewals for one (1) year terms thereafter until either party gives written notice to terminate Support and the Maintenance no less than ninety (90) days prior to the end of the then-current term, provided however that the fees payable in respect of the Services and the Products may be revised by Active in accordance with this Agreement.

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APPENDIX 3: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

24. PURCHASE AND SALE; DELIVERY

24.1 **Purchase Commitment and Price.** Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in a Schedule in the volumes and at the prices described therein.

24.2 **Delivery.** Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefor, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

24.3 **Changes by Client to Delivery Schedule.** Following delivery by Client of any purchase order documentation described in Section 24.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

24.4 **Acceptance of Purchase Orders.** Purchase orders delivered by Client to Active in respect of Third Party

Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 25.2.

24.5 Additional Third Party Products. Client may purchase Third Party Products in addition to those listed in a Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in a Schedule on the date of execution of such Schedule subject to the following:

(a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and

(b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

25. CHARGES AND PAYMENTS

25.1 Prices. The pricing applicable to Third Party Products is as set out in the applicable Schedule in the form finally agreed to by the parties.

25.2 Pricing Variability. Client acknowledges that:

(a) the prices described in a Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the applicable Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed a Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the applicable Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

26. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry, for Third Party Products, as further specified in the Support and Maintenance Handbook.

27. PROPRIETARY RIGHTS

27.1 Third Party Proprietary Rights and Indemnity by Client. Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend, indemnify and hold harmless Active for any claim based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product.

27.2 Additional Terms. Client acknowledges that the possession, installation and use of Third Party Products may be subject to additional terms and conditions accompanying such Third Party Products at the time of delivery.

28. WARRANTY

28.1 Warranty. Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

28.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 26. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 26. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

SCHEDULE

SOFTWARE MODULES

LICENSE FEES

<S>

<C>

Analysis Portal
Analytics
Call Center
Campaign Management
Catalog Management
Checkout (B2C)
Content Management
Customer Collaboration
Customer Management
Data Warehouse & Reporting
Developer SDK
Discovery Tools
English Language Interface for Enterprise Desktop
Integration
Personalization
Pricing and Promotion Management
Product Management
OLAP
IT Tools
Website
Workflow
Macromedia UltraDev (as bundled)

TOTAL LICENSE FEE

INITIAL MAINTENANCE PERIOD FEE

TOTAL SOFTWARE LICENSE AND INITIAL MAINTENANCE PERIOD FEE

EXHIBIT A

MAINTENANCE EXHIBIT

**PASTE IN ACCORDANCE WITH MARKET SEGMENT SPECIFIC SERVICES TERMS AND
INFORMATION**

OR

INTENTIONALLY LEFT BLANK



THE ACTIVE NETWORK, INC.
10182 Telesis Court #300
San Diego CA 92121

Will you be ACTIVE?