

**SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

926



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:

March 27, 2014

SUBJECT: Request Approval to Purchase Point of Sale System, Hardware and Support Services. The department request to award to Convergence.net, the lowest cost bidder, who meets the requirements of the RFQ. District ALL, [\$1,135,853] District Operating Fund 25400.

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the purchase of the Point of Sale Software, Hardware and Support System Services with Convergence.net for \$468,252.80 with optional annual recurring costs of \$166,900; and
2. Authorize the Purchasing Agent to sign any ministerial amendments and exercise the option to renew for up to four (4) additional one-year periods for a total of five (5) years.
3. Authorize the Chairperson to execute Five (5) copies of the Agreement; and
4. Direct the Clerk of the Board to return Four (4) copies of the executed Agreement to the Riverside County Regional Park and Open-Space District.
5. Approve and direct the Auditor-Controller to make the budget adjustments shown on Schedule A, attached.

BACKGROUND:
Summary

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 3/28/14

Kyla Brown
Kyla Brown,
Chief – Parks and Recreation for
Scott Bangle, General Manager

2014-015D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 136,820	\$ 365,033	\$ 1,135,853	\$ 166,900	Consent ☐ Policy ☒
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: District Operating Fund 25400

Budget Adjustment: Yes

For Fiscal Year: 2014

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.:

District: ALL

Agenda Number:

13-2

D

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS 3/28/14
DATE

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

☐ A-30
☐ 4/5 Vote
☐ Positions Added
☐ Change Order

SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Request Approval to Purchase Point of Sale System, Hardware and Support Services. The department request to award to Convergence.net, the lowest cost bidder, who meets the requirements of the RFQ. District ALL, [\$1,135,853] District Operating Fund 25400.

DATE: March 27, 2014

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

The Riverside County Regional Park and Open-Space District (District) provides a variety of recreational opportunities and services for the residents and visitors of Riverside County. Regional areas include parks, interpretive nature centers, trails, sports fields, aquatic centers, community centers, a boxing club and open spaces. The District also operates small retail and food vending shops within several of these locations, and offers weddings, special event planning, venue rental and related services.

The District currently does not have a unified revenue collection system that can singularly manage the wide variety of revenue-generating activities occurring at all its sites. The existing systems include a custom-built web-based camping reservation software system, site-specific software for the aquatic center, three standalone point-of-sale systems at park locations, several stand-alone basic electronic cash registers, "iron rangers" that are metal boxes which hikers and trail users can deposit cash to pay their day use fees, and some sites still use simple locking cash boxes with written receipts.

The District desires to replace all existing revenue collection systems with a single centralized, web-based system.

Impact on Citizens and Businesses:

Residents and visitors to District facilities will experience enhanced customer service as they will be able to access all programs and services from one system. Customers will have added payment options, including online payment for preregistration and reservations, and electronic payment options will be available at each site, offering consistency. The use of one system District-wide provides improved business operations as consistent fee collection and real-time reporting capabilities will be realized.

Supplemental:

The full cost of the recommended Agreement is \$468,252.80 for year one (1), with annual recurring costs of \$166,900 per year for up to four (4) years for a total cost of \$1,135,852.80. This cost includes the purchase of hardware, extended warranties, training, and ongoing maintenance and support. The source of funding for this expense is the District's Operating Fund.

The District expects to spend \$136,820 of the first year costs before the end of the current fiscal year for Phase I implementation. Expenditures for next fiscal year will include Phase II implementation and Phase I ongoing maintenance. However, the timing of expenditures for Phase I implementation is subject to change based on various critical timelines associated with the construction and opening of the DropZone Aquatic Center.

EXPENDITURE TIMELINE

	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	FY18-19
Startup, Phase I	136,820					
Startup, Phase II		331,433				
Ongoing, Phase I		33,600	33,600	33,600	33,600	
Ongoing, Phase II			133,300	133,300	133,300	133,300
Total	136,820	365,033	166,900	166,900	166,900	133,300

(continued on page 3)

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FORM 11: Request Approval to Purchase Point of Sale System, Hardware and Support Services. The department request to award to Convergence.net, the lowest cost bidder, who meets the requirements of the RFQ. District ALL, [\$1,135,853] District Operating Fund 25400.

DATE: March 27, 2014

PAGE: 3 of 3

Contract History and Price Reasonableness:

Convergence.net, located in Aliso Viejo, CA, proposed a system as specified in the request for quote for \$468,252.80 and annual recurring fees at \$166,900 including all user fees and annual maintenance support services, and a maximum of 4.5% per online ticket sold (based on variable). Centaman, located in Chicago, IL, proposed a system as specified in the request for quote, however, Centaman did not provide sufficient detail to determine their understanding and ability to meet the technical requirements and needs as specified in the request for proposal. Centaman fees are \$375,000, and annual recurring fees of \$148,000 for user fees and annual maintenance support services. Gatemasters, located in Hercules, CA, proposed a system requiring the District to install and operate on-site servers for \$629,000. Gatemasters system did not meet the specified requirements in the request for proposal to provide the System as a Service (SAAS).

SCHEDULE A

Increase Estimated Revenues:

25400	931104	776740	Recreation Fees	468,253
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Increase Appropriations:

25400	931104	546080	Equipment-Computer	468,253
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AGREEMENT

For

**POINT OF SALE SYSTEM, HARDWARE &
SUPPORT SERVICES
(SAAS)**

Between

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

And

CONVERGENCE.NET



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This Agreement, made and entered into this ____ day of _____, 2014, by and between CONVERGENCE.NET (herein referred to as "CONTRACTOR"), and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT a political subdivision of the State of California, (herein referred to as "DISTRICT"). The parties agree as follows:

1. Description of Services and Deliverables

1.1 CONTRACTOR shall provide all deliverables and services as outlined and specified in this Agreement.

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

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit A and B and this Agreement. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2015, by renewal in one-year written agreements, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The DISTRICT shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of this agreement. Maximum payments by DISTRICT to CONTRACTOR shall not exceed \$301,352.80, for hardware, warranties and training; and a maximum of \$166,900.00 for recurring subscription fees, and a maximum fee of 4.5% per online ticket sold (based on variable), including all expenses for first year; and \$166,900.00; and a maximum of 4.5% per online ticket sold (based on variable), including all expenses, for years 2 through 5. Total first year annual cost shall not exceed \$468,252.80 including all expenses. The DISTRICT is not responsible for any fees or costs incurred above or beyond the contracted amount



and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in this agreement, DISTRICT shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with the payment terms an invoice submitted to DISTRICT by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and DISTRICT shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by DISTRICT. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Regional Park & Open-Space District
4600 Crestmore Rd
Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PKARC-147; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the DISTRICT Purchasing Agent and/or his designee is the only authorized DISTRICT representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.



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

5. Termination

5.1 After receipt of the notice of termination, CONTRACTOR shall:

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

5.2 After termination, DISTRICT shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in this Agreement.

5.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.4 The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, excluding web-hosted software created by CONTRACTOR for which CONTRACTOR has been compensated by DISTRICT pursuant to this Agreement, shall be the sole property of the DISTRICT; and may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including, but not limit to, duplication and/or distribution within the DISTRICT or to third



parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the DISTRICT.

7. Conduct of Contractor

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

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

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to DISTRICT employees.

8. Independent Contractor

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



9. Subcontract for Work or Services

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

10. Disputes

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

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

11. Licensing and Permits

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

12. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside District. It is understood that other entities shall make purchases in their own name, make direct



payment, and be liable directly to the CONTRACTOR; and DISTRICT shall in no way be responsible to CONTRACTOR for other entities' purchases.

13. Non-Discrimination

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

14. Records and Documents

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

15. Confidentiality

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

15.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the DISTRICT all third party requests for



disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the DISTRICT, any such information to anyone other than the DISTRICT. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16. Administration/Contract Liaison

The DISTRICT Bureau Chief, or designee, shall administer this Agreement on behalf of the DISTRICT. The Bureau Chief is to serve as the liaison with CONTRACTOR in connection with this Agreement.

17. Notices

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

REGIONAL PARK DISTRICT

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

CONTRACTOR

CONVERGENCE.NET
6 Journey, Suite 160
Aliso Viejo, CA 92756

18. Force Majeure

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

19. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the DISTRICT may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the DISTRICT within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the



establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

20. Insurance

20.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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



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

20.5 General Insurance Provisions - All lines:

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

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either;

- 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or
- 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not*



commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

21. General

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

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

21.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, the CONTRACTOR



shall promptly refund the disallowed amount to the DISTRICT on request; or at its option the DISTRICT may offset the amount disallowed from any payment due to the CONTRACTOR.

21.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

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

21.6 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the DISTRICT to be in its best interest. The DISTRICT reserves the right to purchase more or less than the quantities specified in this Agreement.

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

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

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

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

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



21.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

21.13 This Agreement may be changed or modified only by a written amendment signed by an authorized representative of both parties.

22. Documents Included in Agreement

22.1 The following documents are attached to and incorporated into this Agreement:

- 1) Exhibit A: Phase 1 Deliverables and Pricing
- 2) Exhibit B: Phase 2 Deliverables and Pricing
- 3) Exhibit C: Additional Terms
- 4) Exhibit D: Warranties
- 5) Exhibit E: Support
- 6) Exhibit F: Request for Proposal
- 7) Exhibit G: Convergence Proposal

22.2 In the event of conflict between the terms of these documents, the terms shall be interpreted in the following order with the first listed document having precedence:

- 1) Agreement (not including exhibits)
- 2) Exhibit D: Warranties
- 3) Exhibit E: Support
- 4) Exhibit C: Additional Terms
- 5) Request for Proposal
- 6) Phase 1 Deliverables and Pricing
- 7) Phase 2 Deliverables and Pricing
- 8) Convergence Proposal

23. Phase 2

23.1 District shall not be obligated to proceed with Phase 2.



BOARD OF DIRECTORS

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

Signature: _____

Print Name: _____

Title: _____

Dated: _____

ATTEST:

KECIA HARPER-IHEM, Clerk of the Board

By: _____
Deputy

Dated: _____

CONSULTANT

CONVERGENCE.NET
6 Journey, Suite 160
Aliso Viejo, CA 92756

Signature: _____

Print Name: _____

Title: _____

Dated: _____

APPROVED AS TO FORM COUNTY COUNSEL:

PAMELA J. WALLS, County Counsel

By: _____

Dated: _____



EXHIBIT A

PHASE 1

EXHIBIT A
Interactive Services Agreement – ISA- PKARC-147
POS and Online Ticketing
Phase 1 WORK ORDER

Client: Riverside County Regional Park & Open Space District	Work Order No.: RCP-14-001
Client Address: 4600 Crestmore Road, Jurupa Valley, CA 92509	Date: March 20, 2014
Contact Name: Ms. Julie Smith, Purchasing	URL: www.RivCoParks.org
Contact eMail: JASmith@rivcoparks.org	Contact Tel: (951) 955-4308
	Terms of Services: see Note 1.

Hosted Web Services (Web-delivered Software as a Service SaaS)

Item	Description	Qty	Price/ea	Ext. Price
1	Online ticket and registration platform – <u>TWO</u> venue configuration Activation Fee Includes: Main web store for general public, affiliate stores for eConsignment, daily timed admission tickets, season passes, lodging packages, food packages, ticket barcode scanning (w/out hardware), Convergence mobile for ticketless smartphone sales	2	\$1,500	N/A (waived due to POS bundling)
2	ONLINE: Per ticket fee for online orders See Exhibit C Note 6 for fee rate schedule	n/a	n/a	variable
3	POS: Base annual subscription for primary POS for Small Park Tier Includes: Cloud-based POS/Kiosk software, seasonpass processing, group sales, ticket scanning.	2	\$7,200	\$14,400
4	POS: Per station annual fee for countertops, carts, & tablets. Includes: Convergence 'app' installation, configuration, and updates	30	\$640	\$19,200
	Total for Subscription and Station Fees:			\$33,600

* Does not include recurring monthly charges on online orders

Station Hardware Purchase Items

Item	Description	Qty	Price/ea	Ext. Price
1	Countertop POS station SenorTech iSPOS 750 High contrast PCT touchscreen; 64GB SSD; Intel D525 dual core 1.8Ghz, IP-66 rating, 3 year limited warranty Epson TM-T88V Printer Receipt printer with auto-cut and capable of printing barcodes MPS Magtek IPAD Credit Card Swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key, keypad for manual entry, includes replacement part service upgrade APG S100 Cash Drawer With electronic drawer control Cherry G86 SPOS Programmable Keyboard ST7202USB – 7 port USB 2.0 hub Lite 5' Patch Cable RJ45/RJ45 for Ethernet connection Belkin BE112234 Surge Protector with 4000 joules rating Shipping UPS	18	\$1,416 \$318 \$354 \$232 \$195 \$30 \$4 \$36 \$195 \$2,780	\$50,040

2	Cart Convertible Kiosk/POS Station • SenorTech iSPOS -750WP Similar to iSPOS 750 above except has different housing for internally mounted Epson printer • Epson TM-T88V Printer Receipt printer with auto-cut and capable of printing barcodes • MPS Magtek IPAD Credit Card swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key, keypad for manual entry (note IPAD does not refer to Apple) • APG S100 Cash Drawer With electronic drawer control • Cherry G86 SPOS Programmable Keyboard • ST7202USB – 7 port USB 2.0 hub • Lite 5' Patch Cable RJ45/RJ45 for Ethernet connection • Belkin BE112234 Surge Protector with 4000 joules rating • Shipping UPS	2	\$1,757 \$318 \$354 \$232 \$195 \$30 \$4 \$36 \$195 <u>\$3,121</u>	\$6,242
3	Tablet POS Station • Google Nexus 7 – 7" Android 4.42 (or later) tablet with cellular data and WIFI • ID Tech Shuttle Card Swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key • Epson Mobilink P60II Portable, wearable printer with Bluetooth connectivity, auto-cut, capable of printing barcodes, includes battery, spare battery, and quad charger • Epson Mobilink Spare Battery • Epson Mobilink Quad Charger • Shipping UPS	6	\$276 \$70 \$477 \$90 \$240 \$120 <u>\$1,273</u>	\$7,638
4	Ticket Barcode Scanners • Google Nexus 5 with Convergence ScanStation App Includes bumperguard, Android 4.4 or later, WIFI, cellular data (unlocked, no initial carrier contract) running Convergence ticket barcode scanning app, shipping • ID Automation SC7-USB-2D USB connected barcode scanner capable of scanning barcodes on guest smartphone	4 19	\$462 \$359	\$1,848 \$6,821
5	Upgrade Current Systems to POS Station • Epson TM-T88V Printer Receipt printer with auto-cut and capable of printing barcodes • MPS Magtek IPAD Credit Card Swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key, keypad for manual entry • APG S100 Cash Drawer With electronic drawer control • Cherry G86 SPOS Programmable Keyboard • ST7202USB – 7 port USB 2.0 hub • Lite 5' Patch Cable RJ45/RJ45 for Ethernet connection • Belkin BE112234 Surge Protector with 4000 joules rating • Shipping UPS	4	\$318 \$354 \$232 \$195 \$30 \$4 \$36 \$165 <u>\$1,334</u>	\$5,336.

		Subtotal		\$77,925
		Tax	8%	\$6,234
		Total		\$84,159

Extended Warranty Fees

Item	Description	Qty	Price/ea	Ext. Price
1	SenorTech Extended Warranty for Countertop POS stations Warranty for iSPOS for 4 th year	18	\$420	\$7,560
2	SenorTech Extended Warranty for Convertible Cart POS/Kiosk Station Warranty for iSPOS for 4 th year	2	\$420	\$840
3	Magtek IPAD replacement part service upgrade for Countertop PC Stations (should be qty 7 – omitted from RFP online response)	18	\$85	\$1,530
4	Magtek IPAD replacement part service upgrade for Convertible Cart POS/Kiosk Station	2	\$114	\$228
5	Magtek IPAD replacement part service upgrade for current PC systems. NOTE: Only to be purchased if purchasing item #5 in Hardware Section.	4	\$95	\$380
	Subtotal			\$10,538
	Tax			\$843.04
	Total			\$11,381.04

Training Fees

Item	Description	Qty	Price/ea	Ext. Price
1	On-site Preliminary Orientation Training for Supervisors Includes: One day with two Convergence staff at one waterpark location	1	\$1,920	\$1,920
2	Onsite Staff Training POS: Includes: 2 days with 3 Convergence staff members held at one park	2	\$2,880	\$5,760
	Total			\$7,680
	Total Hardware, Warranties, Training:			\$103,220.04
	Total for Phase 1:			\$136,820.04

Payment Schedule

FEE TYPE	DESCRIPTION	AMOUNT / RATE
Year One – Subscription Fees	POS annual subscription for Small Park Tier-Primary Use for 2 Parks and 27 ticketing stations Due 30 days after delivery and acceptance	\$33,600
Year One Transaction Fees	Ticket fees for online orders are invoiced monthly, at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year One Training Fees	Training fees for Manager Orientation and Staff Training Terms due net 30 days	\$7,680
Year One – Purchase	Hardware purchase price for all items Due 30 days after delivery and acceptance	\$84,159

Year One – Purchase	Extended Warranty SenorTech and Magtek Due 30 days after delivery and acceptance	\$11,381.04
	Total Phase 1 – Year One (excludes online fees):	\$136,820.04
Year Two – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier and ticketing stations Due on 1 st anniversary of contract effective date	\$33,600
Year Two Transaction Fees (if renewed)	Ticket fees for online orders are invoiced at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year Three – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier – Primary Use and ticketing stations Due on 2 nd anniversary of contract effective date	\$33,600
Year Three Transaction Fees (if renewed)	Ticket fees for online orders are invoiced monthly, at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year Four – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier and ticketing stations Due on 3 rd anniversary of contract effective date	\$33,600
Year Four Transaction Fees (if renewed)	Ticket fees for online orders are invoiced at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year Five – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier – Primary Use and ticketing stations Due on 4 th anniversary of contract effective date	\$33,600
Year Five Transaction Fees (if renewed)	Ticket fees for online orders are invoiced monthly, at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume

EXHIBIT B

PHASE 2

EXHIBIT B
Interactive Services Agreement – ISA- PKARC-147
POS and Online Ticketing
Phase 2 WORK ORDER

Client: Riverside County Regional Park & Open Space District	Work Order No.: RCP-14-001
Client Address: 4600 Crestmore Road, Jurupa Valley, CA 92509	Date: March 20, 2014
Contact Name: Ms. Julie Smith, Purchasing	URL: www.RivCoParks.org
Contact eMail: JASmith@rivcoparks.org	Contact Tel: (951) 955-4308
	Terms of Services: see Note 1.

Hosted Web Services (Web-delivered Software as a Service SaaS)

Item	Description	Qty	Price/ea	Ext. Price
1	ONLINE: Per ticket fee for online orders See Exhibit C Note 6 for fee rate schedule	n/a	n/a	variable
2	POS: Base annual subscription for primary POS for Small Park Tier Includes: Cloud-based POS/Kiosk software, seasonpass processing, group sales, ticket scanning. District reserves the right to adjust quantities needed.	25	\$4,500	\$112,500
3	POS: Per station annual fee Includes: Convergence 'app' installation, configuration, and updates	52	\$400	\$20,800
	Total for Subscription and Station Fee:			\$133,300

NOTE: RJRSP/Deleo – 1 Venue, JVBC- 1 Venue, HDQ 1 Venue

* Does not include recurring monthly charges on online orders

Station Hardware Purchase Items

Item	Description	Qty	Price/ea	Ext. Price
1	Countertop POS station SenorTech iSPOS 750 High contrast PCT touchscreen; 64GB SSD; Intel D525 dual core 1.8Ghz, IP-66 rating, 3 year limited warranty Epson TM-T88V Printer Receipt printer with auto-cut and capable of printing barcodes MPS Magtek IPAD Credit Card Swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key, keypad for manual entry, APG S100 Cash Drawer With electronic drawer control Cherry G86 SPOS Programmable Keyboard Shipping UPS	37	\$1,416 \$318 \$232 \$195 <u>\$195</u> \$2,356	\$87,172
		30	\$354	\$14,160
2	Countertop POS Station Items to Complete the System [recommended and not part of online RFP submission – should be qty 37] ST7202USB – 7 port USB 2.0 hub Lite 5' Patch Cable RJ45/RJ45 for Ethernet connection Belkin BE112234 Surge Protector with 4000 joules rating	37	\$30 \$4 <u>\$36</u> \$70	\$2,590
3	Cart Convertible Kiosk/POS Station SenorTech iSPOS -750WP Similar to iSPOS 750 above except has		\$1,757	

	different housing for internally mounted Epson printer Epson TM-T88V Printer Receipt printer with auto-cut and capable of printing barcodes MPS Magtek IPAD Credit Card swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key, keypad for manual entry, includes replacement part service upgrade (note IPAD does not refer to Apple) APG S100 Cash Drawer With electronic drawer control Cherry G86 SPOS Programmable Keyboard ST7202USB – 7 port USB 2.0 hub Lite 5' Patch Cable RJ45/RJ45 for Ethernet connection Belkin BE112234 Surge Protector with 4000 joules rating Shipping UPS	3	\$420 \$465 \$232 \$195 \$30 \$4 \$36 \$195 <u>\$3,232</u>	\$9,656
4	Tablet POS Station Google Nexus 7 – 7" Android 4.42 (or later) tablet with cellular data and WIFI ID Tech Shuttle Card Swipe Triple DES encryption /DUPKT key management, loaded with MPS encryption key Epson Mobilink P60II Portable, wearable printer with Bluetooth connectivity, auto-cut, capable of printing barcodes, includes battery, spare battery, QUAD charger Shipping UPS	12	\$276 \$70 \$807 \$120 <u>\$1,273</u>	\$15,276
5	Ticket Barcode Scanners Google Nexus 5 with Convergence ScanStation - with bumperguard, Android 4.4 or later, WIFI, cellular data (unlocked, no initial carrier contract) running Convergence ticket barcode scanning app, shipping ID Automation SC7-USB-2D USB connected barcode scanner capable of scanning barcodes on guest smartphone	0 37	 \$359	\$13,283
	Subtotal Tax Total		8% \$142,177 <u>\$11,374.16</u> \$153,551.93	

Extended Warranties

Item	Description	Qty	Price/ea	Ext. Price
1	SenorTech Extended Warranty for Countertop POS stations [recommended and not part of online RFP submission – should be qty 37] Warranty for iSPOS for 4 th year	37	\$420	\$15,540
2	Magtek IPAD replacement part service upgrade for Countertop PC Stations [recommended and not part of online RFP submission – should be qty 37]	37	\$85	\$3,145
1	SenorTech Extended Warranty for Convertible Cart POS	3	\$420	\$1,260

		Subtotal			\$19,945
		Tax		8%	\$1,595.60
		Total			\$21,540.60

Training- Phase 2

1	On-Site Training Preliminary Orientation for Supervisors (if needed)	3	\$1,920	\$5,761
2	On-Site Training Staff POS Training	6	\$2,880	\$17,280
	Total			\$23,041
	Total for Hardware, Warranties, Training:			\$198,132.76
	Total for Phase 2:			\$331,432.76

Payment Schedule

FEE TYPE	DESCRIPTION	AMOUNT / RATE
Year One – Subscription Fees	POS annual subscription for Small Park Tier-Primary Use for 25 Parks and 52 ticketing stations Due 30 days after delivery and acceptance	133,300
Year One Transaction Fees	Ticket fees for online orders are invoiced monthly, at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year One – Purchase	Hardware purchase price for all items Due 30 days after delivery and acceptance	\$198,132.76
	Phase 2 – Year 1 Total (excludes online fees)	\$331,432.76
Year Two – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier and ticketing stations Due on 1 st anniversary of contract effective date	133,300
Year Two Transaction Fees (if renewed)	Ticket fees for online orders are invoiced at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year Three – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier – Primary Use and ticketing stations Due on 2 nd anniversary of contract effective date	\$133,300
Year Three Transaction Fees (if renewed)	Ticket fees for online orders are invoiced monthly, at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year Four – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier and ticketing stations Due on 3 rd anniversary of contract effective date	\$133,300
Year Four Transaction Fees (if renewed)	Ticket fees for online orders are invoiced at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume
Year Five – Subscription Fees (if renewed)	POS annual subscription for Small Park Tier – Primary Use and ticketing stations Due on 4 th anniversary of contract effective date	\$133,300
Year Five Transaction Fees (if renewed)	Ticket fees for online orders are invoiced monthly, at beginning of month for prior month's sales –Terms due net 30 days	Variable, based on online volume

EXHIBIT C

ADDITIONAL

TERMS

EXHIBIT C
Interactive Services Agreement – ISA- PKARC-147
POS and Online Ticketing
Phase 1 & 2
TERMS & CONDITIONS

1. Deleted.
2. Deleted.
3. Services use the merchant account and payment gateway account of the Client. Payment gateway fees, merchant account fees, or credit card (discount) fees, are not covered under the pricing of this Agreement & are charged by third parties directly to the Client.
4. Convergence now uses End-to-end (E2E) encryption of credit card numbers for kiosk or POS ticketing stations for maximum consumer security and reducing Client responsibilities for PCI compliance. Client agrees to use Mercury Payment Systems for POS/Kiosk. For online orders, client may choose from authorize.net AIM, PayPal Payflow Pro, or Mercury Payment Systems Hosted Checkout (supports E2E encryption).
5. Pricing assumes a Convergence.net logo on Services web pages, email deliveries, and eTickets.
6. All online products sold or reserved through these Services qualify for transaction fees (i.e. ticket fee to Convergence), unless cancelled during month of order. The transaction fee rate is a percentage of the selling price of the ticket or registration, according to overall client trailing twelve months sales volume through the Platform as show below:

\$0 - \$500,000:	4.5%
\$500,001 - \$1,000,000:	4.0%
\$1,000,001 - \$2,000,000:	3.5%
\$2,000,001 - \$4,000,000:	3.0%
\$4,000,001 - :	2.5%
7. POS or Kiosk orders do not incur transaction fees (i.e. ticket fees) to Convergence.
8. Monthly minimums for ticket fees for online orders are waived for clients concurrently subscribing to POS service.
9. Annual POS subscription fee rates in Agreement require lump sum advance annual payments received by Convergence in advance of annual subscription period..
10. POS stations or new venues added to Platform may be added mid- term and will be prorated Client for any unused initial annual term.
11. Client acknowledges Convergence web-delivered POS/KIOSK Services (delivered via Cloud Computing) kiosk(s) require reliable broadband internet connection and reliable power.
12. Client agrees to the following security conditions on kiosk or PC POS stations:
 - a. Client will perform regular monthly inspections to insure antivirus and antispyware program (i) have not been disabled, and (ii) are updated with latest definitions.
 - b. Client will not use kiosk hardware for any other purpose during term of subscription; specifically, will not connect to the internet for any other purpose.
 - c. If using wireless internet connection (WIFI) for kiosk, client will use WPA or greater security.
 - d. Client will provide internet access only to kiosk units, but not access to local area network storage or client servers.
13. Client assumes responsibility for placement, installation, and maintenance of kiosk or PC POS units:
 - a. Physically securing kiosk to prevent bodily injury of operator or bystander and to prevent damage to hardware due to dropping of unit.
 - b. For outdoor locations, providing protection from weather elements, including sleet, hail, or snow.
 - c. Securing kiosks from theft.
 - d. Protection for electrical surge protection and direct or indirect damage from lightning strikes.
 - e. Securing kiosks units from damage from vandals, including but not limited to scratching of touchscreen displays, defacing kiosk casing, removing access panels and attaching remote keyboard.
14. Countertop kiosk hardware and countertop POS hardware is covered under manufacturer 's limited warranty (See Appendix B). Two separate warranties cover the printer and the overall kiosk hardware and each may have a different warranty period and terms. Both warranties are attached as Exhibit A. Convergence will facilitate returns or repairs covered under manufactures' warranties during the term of Kiosk Services covered under this Agreement. Client agrees to use Convergence as first point of contact for all warranty claims during term of Kiosk Services. A return authorization number must be approved and issued by Convergence before Convergence can accept delivery of returned units. Neither Convergence nor the manufacturer will accept delivery of returned kiosks from the client unless this RMA is already assigned to client. If requested by client for time-critical operations. Convergence will send one repaired or replacement kiosk within three working days of receiving approved returned kiosk covered under warranty and during term of Kiosk Services (limited to one unit per client at one time). Damage caused by non-compliance with clause 10a - 10d will void manufacturers' warranty.
15. Tablet ticket stations or handheld phone based scanning station cover manufacturers warranty – typically a one year consumer-type warranty.
16. Convergence has graphics design capabilities for wristband design, season pass card design, and/or hard stock ticket design, and print-at-home ticket design. Convergence charges basic labor rates for these design services.
17. Client may order ticket / wristband / card stock through Convergence typically at a 15-20% markup. If Client decides to order such stock directly, Convergence must signoff on the design as it pertains to overlay points and barcode image background and surrounding 'quiet' areas.
18. Deleted.
19. Deleted.
20. Deleted.

Convergence.net Interactive Services Agreement

TERMS AND CONDITIONS

1. **SERVICES.** Convergence will provide those interactive Services to Client as defined on Work Order on Page One of this Agreement.

2. **PAYMENT.** Convergence will invoice Client for Services as per schedule in Work Order. At Convergence's sole decision, and upon fifteen (15) days written notice to Client, Convergence may interrupt remaining Services due to non-payment. A late fee of 1.5% per month (or max. amount permitted by law) will be assessed on past-due amounts.

3. **TAXES.** All Services fees exclude any applicable taxes. Client must pay, indemnify, and hold Convergence harmless for taxes of any nature relating to the provision of Services hereunder, including but not limited to all sales, use, or value-added taxes.

4. **TERM.** Initial term of Services is noted in the Work Order. Either Party may terminate this Agreement immediately upon notice to the Other Party, subject to thirty day written notice and cure period, in the event of any material breach by the Other Party of the terms of this Agreement or upon the other Party's insolvency, suspension of business or bankruptcy. Client may cancel this Agreement in writing at any time without cause, subject to the cancellation fees as described in the Work Order.

5. **LICENSES; OWNERSHIP RIGHTS.**

(a) Client retains ownership in Client's content (including Client content modified by Convergence) and transaction data associated with use of Services. Client grants Convergence the rights to use a client web subdomain, client logo, and client branding to provide Services.

(b) Convergence grants Client a worldwide, non-exclusive, non-sublicensable license to access and use, solely via the Internet using standard world wide web browser software, the Services (also called "hosted services" or "web application services") hosted on computers operated by or on behalf of Convergence pursuant to the Services solely during the term of this Agreement.

(c) No rights are granted to the Client with respect to any source code, object code or other programming code relating to the Services (the Code) other than 5(b) above. Convergence retains sole ownership of the Code, and all worldwide intellectual property rights (including patents, copyrights and other proprietary rights) relating to the forgoing and all derivative works thereof, regardless of authorship.

6. **CONFIDENTIALITY.** Convergence agrees to hold Client transaction and customer data as confidential and to the same degree of care as Convergence's own confidential data and in compliance with all applicable federal and state laws and regulations, and to restrict access to such data to employees, contractors, and affiliates who have a need to know and are under non-disclosure with Convergence.

7. **BACKUPS.** Although Convergence uses reasonable data backup procedures, Client assumes responsibility for making a separate backup copy of customer order information through use of the provided file export features in the management area of the Services.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES. EXCEPT IN THE EVENT OF LIABILITY ARISING FROM A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, OR IN ANY WAY RELATING TO THE AGREEMENT, EXCEED THE HIGHER OF THE AMOUNT ACTUALLY PAID TO CONVERGENCE BY CLIENT FOR UPFRONT AND TRANSACTION FEES IN AGGREGATE UNDER THIS AGREEMENT DURING THE PREVIOUS THIRTY SIX (36) MONTHS.

9. **CLIENT'S REPRESENTATIONS.** Client hereby represents and warrants that it holds the requisite rights to post clients content to Convergence's network and to provide such materials to Convergence in connection with its performance of the Services. Client represents and warrants that activities related to Client's use of Services shall not violate any international, federal, state or local law or regulation, including but not limited to laws and regulations governing

sweepstakes, gambling, giveaways, individual privacy, commerce, the distribution of email messages or sales of services or merchandise.

10. **CONVERGENCE'S REPRESENTATIONS.** Convergence represents and warrants that: (i) the Services and Convergence's performance of the Services do not violate intellectual property rights of third parties, (ii) Convergence is the lawful owner or licensee of the Code used in the performance of the Services, and (iii) Convergence has all rights necessary to grant Client the rights set forth herein.

11. **INDEMNIFICATION.** Each party shall indemnify, defend and hold harmless the other Party from any and all third-party claims, damages, losses, costs or other expenses (including reasonable outside attorneys' fees) that arise directly or indirectly out of or from any breach of this Agreement, and provided that the other Party (i) notifies the Party promptly in writing of any claim; (ii) supplies the party with all available information, assistance and authority that the party requires to defend or settle the claim; and (iii) permits the party to control the defense, compromise, or settlement of the claim

12. **USE OF CLIENT NAME.** Convergence may use Client name and logo in Convergence customer lists.

13. **ASSIGNMENT, BINDING NATURE OF AGREEMENT.** This Agreement shall inure to the benefit of, and shall be binding upon, both parties and their respective successors and permitted assigns. Neither party may assign or delegate this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other party, except to an entity into which it has merged or which has otherwise succeeded to all or substantially all of the assets or equity securities of the assignor, and which has assumed in writing or by operation of law, the assignor's obligations under this Agreement.

14. **SEVERABILITY.** If any of the terms or provisions of this Agreement shall be adjudged to any extent invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such provision shall be construed as narrowly as is necessary to prevent such a finding of invalidity or unenforceability, and all of the remaining terms and provisions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by applicable law.

15. **GOVERNING LAW.** This Agreement is deemed to have been made in the Riverside, California, and its interpretation, construction, and the remedies for its enforcement or breach are to be applied in accordance with the laws of the State of California.

16. **ENTIRE AGREEMENT, AMENDMENT; INDEPENDENT CONTRACTORS.** This Agreement, and each additional agreement and document to be executed and delivered pursuant hereto, constitute all of the agreements of the parties with respect to, and supersede all prior agreements and understandings relating to the subject matter of this Agreement. This Agreement may not be modified or amended except by a written instrument specifically referring to this Agreement signed by the parties. The parties to this Agreement are independent contractors. No joint venture, agency or partnership, express or implied, is implied or granted under this Agreement

17. **WAIVER; COUNTERPARTS.** No waiver by one party of another party's obligations, or of any breach or default hereunder by any other party, shall be valid or effective, unless such waiver is set forth in writing and is signed by the party giving such waiver; and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature or any other breach or default by such other party.

EXHIBIT D

WARRANTIES

**Convergence.net Interactive Services Agreement
Manufacturer's Warranties**

EXHIBIT D



SENIOR TECH INC.

1800 Wyatt Dr. Suite 1, Santa Clara, CA95054

TEL: (408) 980-0558 FAX: (408) 980-0338 <http://www.senortech.com>

WARRANTY POLICY

- New products sold by SENIOR TECH carry a 12 month (1 year) limited warranty effective on invoice date.
- **Touch Screen, LCD panel, Mother Board and Card Reader have a 36 months (3 years) warranty.**
- Warranty is void if serial number is removed or tampered.
- Warranty is void for products to be found physically damaged, mishandled, or altered in any way.
- DOA claims need to be made within 14 days from the invoice date.
- Customers must fill out a RMA request form and fax it back to SENIOR to issue a RMA number.
- RMA number must be visible on the outside packaging of all returned merchandise. Any returned merchandise without proper identification will be refused.
- SENIOR will NOT release parts to customers for replacement unless a certified maintenance authorization is issued by SENIOR.

RMA REQUEST PROCEDURE

- Contact SENIOR to report RMA and request for RMA form and RMA number
- Fax RMA form and return the RMA package
- SENIOR's maintenance includes fully examination, diagnosis, parts replacement, and cleaning.
- The 12 months limited warranty include:

WARRANTY PERIOD	MAINTENANCE		SHIPPING & HANDLING	
	PARTS	LABOR	CUSTOMER TO SENIOR	SENIOR TO CUSTOMER
1st-3rd Month	FREE	FREE	FREE	FREE
4th-12th Month	FREE	FREE	PAID BY CUSTOMER	PAID BY SENIOR
After 12 Months	PAID BY CUSTOMER	PAID BY CUSTOMER	PAID BY CUSTOMER	PAID BY CUSTOMER

- **For Touch Screen, LCD panel, Mother Board and Card Reader, Parts and Labor will be free for 1st - 36th months.**
- **Customer will pay Shipping & Handling (Both Ways) after 12 Months from Invoice date.**
- **After the 36th month, Customer will pay for Parts & Labor.**

Convergence.net Interactive Services Agreement
Manufacturer's Warranties

EXHIBIT D

**EPSON AMERICA, INC.
2 Year LIMITED WARRANTY***

What is Covered: Epson America, Inc. ("Epson") warrants to the first end user customer of the EPSON product covered by this limited warranty statement that the product, if purchased and used in the United States or Canada, conforms to the manufacturer's specifications and will be free from defects in workmanship and materials for a period of two years from the date of original purchase. EPSON warrants that the EPSON product is manufactured from new components and parts or like-new components and parts which perform like new and meet the EPSON standard of quality. EPSON also warrants that the consumable ribbon cartridge, if enclosed with the product, will perform to the manufacturer's specified usage, which usage may expire before the expiration of the two year limited warranty.

What Epson Will Do To Correct Problems: Should your EPSON product prove defective during the warranty period, please bring the product, securely packaged in its original container or an equivalent, along with proof of the date of original purchase, to your Epson Dealer or EPSON Authorized Servicer. Epson will, at its option, repair or replace on an exchange basis the defective unit, without charge for parts or labor. When warranty service involves the exchange of the product or of a part, the item replaced becomes EPSON property. The exchanged product or part may be new or previously repaired to the EPSON standard of quality. Exchange or replacement products or parts assume the remaining warranty period of the product covered by this limited warranty.

What This Warranty Does Not Cover: This warranty covers only normal use in the United States and Canada. This warranty does not cover third party parts, components or peripheral devices added to the EPSON product after its shipment from EPSON, (e.g. dealer-added boards, chips or drives). EPSON is not responsible for warranty service should the EPSON label or logo or the rating label or serial number be removed or should the product fail to be properly maintained or fail to function properly as a result of misuse or abuse (for example, a cracked LCD screen or case resulting from dropping the product), improper installation, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electrical current, software problems, interaction with non-EPSON products, or service other than by an EPSON Authorized Servicer. **Postage, insurance, or shipping costs incurred in presenting your EPSON product for warranty service are your responsibility.** If a claimed defect cannot be identified or reproduced in service, you will be held responsible for costs incurred.

THE WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNLESS STATED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. NEITHER EPSON AMERICA, INC. NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE EPSON PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. EPSON'S ENTIRE LIABILITY FOR ANY LOSS, INCONVENIENCE OR DAMAGE SHALL BE LIMITED TO A REFUND OF THE PRICE PAID FOR THE EPSON PRODUCT.

In Canada, warranties include both warranties and conditions.

(rev 1/20/04)

****[IMPORTANT NOTE FROM CONVERGENCE: Epson website (pos.epson.com) and product literature indicate that the TM-T88V's limited warranty period is now four (4) years due to the increased reliability of this newly introduced unit. We have included the wording of the 2 year limited warranty of the previous model in the same product line (TM-T88IV) for your convenience. As the TM-T88V is a new product introduction, please visit the Epson website for an online reference of the four year limited warranty.]***

EXHIBIT E

SUPPORT

**Convergence.net Interactive Services Agreement
Support Levels and Hours**

EXHIBIT E

M-F: 11am – 8pm EDT:
M-F: 8am – 11am EDT:
Sa – Su: 9am – 5pm EDT
M-Su : 8pm -8am EDT:

Staff person will vary

TIER 1 - All issues support – (949) 716-8322 / support@convergence.net
TIER 2 - Critical Issues - (949) 716-8322 / support@convergence.net
TIER 2 - Critical issues - (949) 716-8322 / support@convergence.net
TIER 3 - Outage issues - support@convergence.net

EXHIBIT F

REQUEST FOR PROPOSAL

REQUEST FOR QUOTE #PKARC-147

POINT OF SALE SOFTWARE (SAAS) HARDWARE AND SUPPORT



By:
JULIE A. SMITH-CAMPBELL
Riverside County Purchasing & Fleet Services
Riverside County Regional Park & Open-Space District
4600 Crestmore Road
Riverside, CA 92509-6858
Telephone: (951) 955-4308
Email: jasmith@rivcoparks.org

NIGP Code(s): 20865

INSTRUCTIONS TO BIDDERS

- I. **Vendor Registration** - Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all bidders to register online at www.Purchasing.co.riverside.ca.us. If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- II. For future bidding opportunities please also register Bidder Company at: <https://www.publicpurchase.com/gems/register/vendor/register>. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. For all RFQ's Riverside County's Purchasing website will post a letter of notification on its website, and will provide a direct link to PublicPurchase.com.
- IV. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- V. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- VI. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at www.Purchasing.co.riverside.ca.us. or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or mailed to you.
- VII. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VIII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
- IX. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- X. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- XI. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions.
- XII. **Local Preference** - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.
or
- XIII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from **certified** disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ

- | | | | |
|--|--|---|----------------------------------|
| ☒ APPENDIX "A" | ☐ EXHIBITS | ☐ PLANS/DRAWINGS | ☐ SAMPLES |
| ☐ #116-110 | Special Conditions/Response | ☐ #116-130 | Equipment Information Sheet |
| ☒ #116-260 | Local Business Qualification Affidavit | ☐ #116-310 | Boilerplate Contract |

IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

- | | | | |
|--|--|--|--|
| ☒ #116-200 | General Conditions | ☒ #116-210 | General Conditions Materials and/or Services |
| ☒ #116-230 | General Conditions - Equipment | ☐ #116-220 | General Conditions - Public Works |
| ☐ #116-240 | General Conditions - Personal/Professional Service | | |

To access any of these General Conditions go to www.purchasing.co.riverside.ca.us, located in Vendor Registration/Bidding Opportunities.
If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.

APPENDIX A

1.0 INFORMATION

- 1.1 LIQUIDATED DAMAGES - It is agreed by the parties that time is of the essence, and in the event complete delivery is not made within the schedule set by the County, and pursuant to the bid specifications, damage will be sustained by the County, it will be impractical, and extremely difficult to ascertain, and determine the actual damage sustained. Therefore, it is agreed that the successful bidder shall pay to the County of Riverside, as fixed and liquidated damages, and not as penalty, a dollar sum in the amount of \$_____ per calendar day for each and every calendar day that a delay in making delivery in excess of the time or times specified. It is further agreed that in the event such damages are sustained by the County, the County shall deduct the amount from any payment due or that may become due to the vendor under the contract.
- 1.2 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at www.purchasing.co.riverside.ca.us. Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.3 CASH DISCOUNT_% from receipt of good or invoice, whichever is later. (Terms less than 20 days will be considered net) Cash discount shall be applied to grand total.
- 1.4 Delivery: ____ calendar days after receipt of order.
- 1.5 Please Check: ____ Disabled Veteran ____ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference please submit the form 116-260.
- 1.6 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Buyer for further bid submission instructions. Bidder must contact the appropriate Buyer a minimum of 1 hour prior to bid close time of 1:30 PM.

2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing on behalf of Riverside County Regional Park and Open-Space District is soliciting quotations for Point of Sale Software (SAAS), Hardware and Support as detailed in this RFQ.

The Riverside County Regional Park and Open-Space District, a Special District of the County of Riverside since 1991, provides a variety of recreational opportunities for the residents and visitors of Riverside County. Regional areas include parks, interpretive nature centers, trails, sports fields, aquatic centers, a boxing club, and open spaces. The District also operates small retail and food vending shops within several of these locations, and offers wedding, special event planning, venue rental, and related services.

Currently the District does not have a unified revenue collection system that can singularly manage the wide variety of revenue-generating activities occurring at all its sites. The existing "patchwork" system includes a custom-built web-based camping reservation software system, Vermont System Rec-Trac software for the aquatic center, three standalone QuickBooks POS systems, several standalone basic electronic cash registers, Form # 116-101 RFQ Public Purchase Revision Date: 04/04/13

“iron rangers”, (unattended metal boxes into which hikers and trail users can deposit cash to pay their day use fees). There are some sites still using simple locking cash boxes with written receipts.

Please visit www.publicpurchase.com for quantities, and complete listing. POINT OF SALE (SAAS) SOFTWARE, HARDWARE AND SUPPORT. Bidders shall submit all cost, fees, attachments as required.

Qualified bidders must read this document and respond with their references in Attachment A, which is a separate document.

All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.

3.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR QUOTATION	February 18, 2014
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at PublicPurchase.com. All questions submitted are within the correct RFQ located on PublicPurchase.com.	Must be submitted by: Date: February 27, 2014 Time: 1:30 PM Pacific Time
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on PublicPurchase.com	March 5, 2014 at 1:30 PM Pacific Time
4. TENTATIVE DATE FOR AWARDED CONTRACT	5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

4.0 PERIOD OF PERFORMANCE

The period of performance shall be for a period of one (1) year, with each year, thereafter, renewable in one (1) year increments upon successful evaluation and funding availability, with no obligation by the County of Riverside to purchase any specified amount of services.

5.0 GENERAL REQUIREMENTS

Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, “*See Enclosed Manual*” will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

Late quotations will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

6.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ #PKARC-147
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

7.0 EVALUATION PROCESS

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

8.0 INTERPRETATION OF RFQ

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com. The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at www.purchasing.co.riverside.ca.us and PublicPurchase.com.

9.0 CANCELLATION OF PROCUREMENT PROCESS

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

10.0 COMPENSATION

10.1 The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in

accordance with an invoice submitted to County by awarded bidder. The County shall pay the acceptable invoice within thirty-(30) working days from the date of receipt of the invoice, or the goods/services are received, whichever is later.

10.2 No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance written notice is required for consideration and approval by County. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Point of Sale Software (SAAS), Hardware and Support and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

11.0 BACK ORDERS

Backorders X not accepted accepted – if accepted, give details.
Substitutions not accepted accepted – if accepted, give details.

12.0 WARRANTY

Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

13.0 DELIVERY

Delivery appointments **MUST** be made with the County of Riverside, Riverside County Regional Park and Open-Space District, 72 hours prior to scheduled delivery date. The contact person will be provided upon award of bid. The County will not be responsible for cost incurred due to shipments attempted during non-receiving hours or unscheduled deliveries. All delivery of products must be F.O.B. Destination. Delivery address:

Riverside County Regional Park and Open-Space District
4600 Crestmore Road, Jurupa Valley, CA 92509
Attn: **Julie A. Smith-Campbell**
Ph: (951) 955-4308
Between 8:00 AM to 5:00 PM Pacific Time

14.0 USE BY OTHER POLITICAL ENTITIES

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

15.0 "OR" EQUAL

If a reference to a specific brand name is made in these bid specifications, the brand name is illustrative and to be construed as a specification, which describes a component that has been tested or evaluated by the County as

best meeting specific operational, design, performance, maintenance, quality, reliability standards and requirements of the County, thereby incorporating these requirements by reference within the specification. An equivalent ("or equal") may be offered by the bidder, subject to testing or evaluation by the County prior to award of contract. The County shall be the sole judge of whether any proposed item will fulfill its requirements for the County's intended purpose and reserves the right to reject proposed item as non-responsive. It shall be the sole responsibility of the bidder to provide, at bidder's expense, any product information, test data and other information or documents the County may require fully evaluating or demonstrating the acceptability of the offered substitute. Where appropriate, independent testing or evaluation (including destructive testing), may be required as a condition of acceptance at a qualified test facility at the bidder's expense.

16.0 CONFIDENTIALITY AND PROPRIETARY DATA

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

EXHIBIT "A" **SCOPE OF WORK**

The successful Bidder will provide the following:

1. SCOPE OF WORK

- A. The District desires to replace all existing revenue collection system elements with a single, centralized, web-based system using current technology that will allow the District to provide superior customer service, obtain critical real-time data for optimal program and revenue management, and maintain appropriate internal controls over collection activities. The system should be accessible via smartphone, tablet, and desktop computer by District staff and customers.
- B. System shall use appropriate processors for deposits into Union Bank.
- C. Implementation of the system will be accomplished in phases. The first phase will be to fully implement the system at two waterparks and provide staff training by the Go-Live date of April 11, 2014.

Phase I: Site Locations and Timeline

LOCATIONS	PRELIMINARY MANAGEMENT ORIENTATION TRAINING	POS (SAAS) SOFTWARE AND HARDWARE INSTALLATION	TRAINING GO-LIVE
1. Jurupa Valley Aquatic Center 4310 Camino Real Riverside, CA 92509	March 24 - 28	April 1-4 2014	April 11, 2014
2. Perris-Meniffee Aquatic Center 2165 Trumble Road Perris, CA 92570	March 24 - 28	April 1-4 2014	April 11, 2014

- D. Upon successful installation, training and implementation for a fully functional and operational point of sale system to meet the Districts Go-Live date of April 11, 2014, for the summer 2014 operating season (Mid-April through September), and the use of the system at the waterparks is successful during the summer operating season at the locations specified above, implementation of Phase II will be expanded to the District's regional parks at the locations specified below beginning in Mid-April 2014, as needed, and to all remaining District sites, not listed, in succession. The District reserves the right to add or remove site locations when necessary, on an as needed basis only, and upon funding availability.

Phase II: Site Locations and Timeline

- E. Bidders are informed the District locations and information listed below is general and not specific for each Parks requirements. Specific requirements will be determined as the District expands the point of sale system. Some Parks may need a full point of sale system set-up while others may only need access through a cellphone. The District reserves the right to add or remove site locations, and modify equipment needs, when necessary, and on an as needed basis only. Implementation of Phase II is contingent upon successful installation and operations of Phase I and funding availability.

LOCATIONS	POS (SAAS) SOFTWARE AND HARDWARE INSTALLATION	TRAINING
------------------	--	-----------------

	or AS REQUIRED	
1. **Rancho Jurupa Park Golpher Hole 2. **Weddings 3. **Rancho Jurupa Sports Park 4. **Boxing 5. Bogart Park 6. Kabian Park 7. Hurkey Creek Park 8. Idyllwild Park 9. Lake Cahuilla Park 10. Lake Skinner Park 11. Mayflower Park 12. Lawler Lodge Park 13. McCall Park 14. Rancho Jurupa Park 15. Crestmore Manor 16. Gilman Ranch 17. Idyllwild Nature Center 18. Jensen Ranch 19. Louis Rubidous Nature Center 20. San Timoteo Schoolhouse 21. Santa Rosa Plateau Nature Center 22. Hidden Valley Nature Center 23. Special Events 24. Deleo Sports Park 25. CSA Service Area x (13)	Locations marked with an **asterisk. <u>Mid-April 2014 (Estimated)</u> All other Locations <u>September 2014</u>	As required

2. FUNCTIONAL REQUIREMENTS

- A. ***Ease of Use:*** The system must be intuitive and easy to use. Basic functions should be able to be completed in a minimum number of steps.
- B. ***Adaptability:*** The system should be adaptable enough to allow modifications, upgrades, or enhancements if required to meet the District's business needs.
- C. ***Scalability:*** The system should be able to expand to meet future business needs of the District, including sales transaction volume, items, locations, and storefronts.

- D. **Maintainability:** The system should include free or minimal costs for technical support , upgrades, and training .
- E. **Should Run Independently:** System shall be web-based and run independent of District/County network infrastructure and servers.
- F. **Integration with Other Systems:** The system will need to integrate with the District's website to allow customers to register, make reservations, purchase and print tickets, make payments, etc. The system should also allow web-browsing to the internet for District staff. Districts Website: www.rivcoparks.org

3. POINT OF SALE SOFTWARE SYSTEM REQUIREMENTS (SAAS)

The Point of Sale software system shall include and not be limited to the following requirements:

A. **Pricing:**

- 1. Automatic price adjustment applied to a County Resident.
- 2. Automatic price adjustment applied to a Season Pass Holder.
- 3. Automatic price adjustment for groups.
- 4. Ability to provide package deals with multiple site revenue allocations.
- 5. Ability to make reservations/purchases for several sites in the same transaction.
- 6. Ability to provide an automated customer rewards incentive program.
- 7. Ability to set sales tax rates and add to item prices or include with a maximum item price.

B. **Season Passes, Memberships, Gift Cards:**

- 1. Production and/or processing of Season Pass Cards and Monthly Membership Cards.
- 2. Production and processing of serialized value cards/gift cards.
- 3. Production and processing of Gift Passes.
- 4. Production and/or processing of punch passes for limited use.

C. **Registration in Classes and Programs:**

- 1. Ability to register customers in classes such as swim lessons, aerobics, lifeguarding etc.
- 2. Ability to produce and track instructor payments, class rosters and attendance sheets.
- 3. Ability to create and track a billing invoice.
- 4. Ability to process and track multiple class discounts within a household.
- 5. Automatic notifications based on class enrollment (full, waitlist, empty, etc.)

D. **Facility Reservations:**

- 1. Ability to reserve assets, including camping spaces, rooms, picnic areas, pools (by lane), fields, spot in a class, and other spaces and resources by customer.
- 2. Ability to apply fees to rental spaces or items and select applicable fees based upon type of user, number of hours, number of guests, etc.
- 3. Automatic reservations of spaces where classes are hosted and when programming is scheduled. i.e., prevent double booking of spaces.
- 4. Ability to track locker rentals.
- 5. Ability to apply fees and track equipment rentals.
- 6. Ability to expand to additional sites/locations to meet future needs.

E. **Admissions:**

1. Accept cash, checks, credit/debit cards, gift cards, coupons, passes.
2. Scan barcodes on goods, tickets, wristbands, cards, etc. for item identification.
3. Easily produced and customizable printed receipt of customer transaction.
4. Ability to track redeemed coupons and other discounts, in addition to multiple types of discounts in a single transaction.
5. Ability to automatically print additional documents in addition to the receipt, such as liability waivers, dashboard display tags, or instructions.

F. **Wireless Admissions and Registrations:** For waterpark operations, mobile wireless point of sale terminals must be provided to allow season passes, memberships, reservations, concessions, tickets and wristbands to be checked/purchased at the entrance gate and other locations and include the following functions:

1. Scan barcodes
2. Purchase daily admission
3. Generate a receipt
4. Order concessions items

G. **Store Fronts:** A minimum of twenty (20) stores/profit centers must be supported in the software, with the option to expand to thirty (30) or more stores/profit centers, including but not limited to the following types:

1. Admissions
2. Food Concessions/Snack Bar
3. Retail Store
4. Boxing Club
5. Room/Facility Rentals
6. Sports Complex
7. Campgrounds
8. Community Centers
9. Nature Centers
10. Waterparks

H. **Inventory Management:**

1. Tracking and reporting of inventory levels.
2. Ability to track waste
3. Recommendations on inventory replenishment
4. Inventory cost tracking

I. **Online Sales and Customer Service:** System must allow the following customer activities and transactions to occur online:

1. Sales of Gift Cards
2. Birthday and Party Package Bookings with space rentals included.
3. Groups Sales
4. Ability for individual group members to pay online.
5. Capture email address for individual group members.
6. Create multiple unique store fronts for consignment locations.

7. Class/Activity Reservations
8. Room/Space Rentals
9. Admissions- both daily tickets and season passes
10. Process multiple coupons and discounts within a single transaction
11. Ability for customers to retrieve login information independently
12. Reserve a campsite/cabana by clicking on a facility map.
13. Track customer satisfaction survey results or integration with a survey software (optional).

J. **Reporting:** The system should include accurate and reliable pre-designed reports as well as an option to build custom reports to suit the needs of the District. Reports should be available in multiple formats, and the system should have the ability to export reports in various file formats including, but not limited to, Microsoft Excel and .pdf. Types of available reports should include but are not limited to:

1. Sales by location, category, type, item, quantity, register, user
2. Collections by location, category, type, item, quantity, register, user
3. Discounts applied, coupons used, by category, type, item, quantity, register, user
4. Inventory
5. Sales tax collections
6. Transactions by user
7. User hours
8. User actions
9. Void logs
10. Site capacity, customer attendance, and usage statistics
11. Survey results
12. Staff schedules and attendance

4. SOFTWARE/HARDWARE REQUIREMENTS

I. PHASE I AND PHASE II – POS Software – Single Platform: Annual, Monthly and Re-occurring Fees

DESCRIPTION	JURUPA AQUATIC CENTER "The Cove" <u>QTY</u>	PERRIS-MENIFEE AQUATIC CENTER "Dropzone" <u>QTY</u>
A. POS (SAAS) Annual subscription fee for ticketing services per site within a single platform. Include all set up and installation. <i>Submit system details, cost and information, as attachment "B".</i>	1	1
B. POS Ticket Fee Rate for online orders, based on a trailing twelve (12) month revenue period, billed		

monthly. <i>Submit separate cost sheet, as attachment "C".</i>		
C. POS, provide any reoccurring annual cost. <i>Submit separate cost sheet, as attachment "D".</i>		

II. PHASE I:

DESCRIPTION	JURUPA AQUATIC CENTER <u>QTY</u>	PERRIS-MENIFEE AQUATIC CENTER <u>QTY</u>
A. Point of Sale Computer Terminals	10	8
B. Programmable Keyboard	10	8
C. Barcode Scanner	10	8
D. Cash Drawer	10	8
E. Receipt Printer (must produce receipts on consecutive tape)	10	8
F. Credit Card Reader	10	8
G. Point of Sale Terminals for temporary outdoor concession carts with full system capability including: 1. Processing payment 2. Receipt Printer 3. Cash Draw Integration	1	1
H. Point of Sale Terminals, handheld mobile type for use with admissions and concessions with full system capability including: 1. Record Sales Transaction 2. Process Payment 3. Print or email receipt 4. Admission, Season Pass, Camping Reservation Check-In 5. Operate on Wireless or Cellular Service	2	1
I. Upgrade/modify and Integration of existing systems purchased in 2010 (Dell Optiplex 380 with Celeron processors).	4	

J. Other Required Peripherals not specified to complete a fully functional and operational system set-up. Submit system details, cost and information, as attachment "E".		
K. Training – On-Site Preliminary Orientation Training – Provide an itemized cost sheet inclusive of personnel name (s), title, hourly rate for each, required hours, all travel expenses, training materials, mileage, hotel/motel, car rental, estimated airfare, proposed daily work schedule. Submit system details and information, as attachment "F".		
L. Training – Staff Training – Provide an itemized cost sheet inclusive of personnel name (s), title, hourly rate for each, required hours, all travel expenses, training materials, mileage, hotel/motel, car rental, estimated airfare, proposed daily work schedule. Submit system details and information, as attachment "G".		

III. PHASE II - Bidder must provide a separate sheet, as an attachment "H", and list each hardware item to include: brand, make, model, manufacturer.

DESCRIPTION	QTY (Total All Parks)	NOTES
A. Point of Sale Computer Terminals	37	Quantity and Site Locations are estimated. The District reserves the right to increase or decrease site locations and hardware requirements for all sites.
B. Programmable Keyboard	37	
C. Barcode Scanner	37	
D. Cash Drawer	37	
E. Receipt Printer (must produce receipts on consecutive tape)	37	
F. Credit Card Reader	37	
G. Point of Sale Terminals for temporary outdoor concession carts with full system capability including: 1. Processing payment 2. Receipt Printer 3. Cash Draw Integration	3	

H. Point of Sale Terminals, handheld mobile type for use with admissions and concessions with full system capability including: 1. Record Sales Transaction 2. Process Payment 3. Print or email receipt 4. Admission, Season Pass, Camping Reservation Check-In 5. Operate on Wireless or Cellular Service	12	
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5. TRAINING SCHEDULE:

Waterparks: To be implemented by April 2014

- A. Preliminary orientation training shall be provided for Aquatics Managers between the dates of March 24-28, 2014. This preliminary orientation training must be provided onsite with the media.
- B. On-site training and Go-Live support to be completed no later than April 10, 2014. This training should be comprehensive, tailored to the user's technical proficiency and needs.
- C. Phase II staff training shall be in accordance with fees as stated in Phase I, attachment "G". Any and all fee increases for travel such as air fare shall be approved in writing by the District.

Other District sites: To be implemented starting Mid-April - September 2014 (Estimated Only):

- D. Additional orientations for other site managers will be scheduled in the future and organized by program type.

6. TECHNICAL SUPPORT:

- A. 24/7 technical support via phone/online is required
- B. Consultant will use a VPN account to access District devices in order to troubleshoot issues.

7. OTHER REQUIREMENTS:

- A. Initial Software Warranty
- B. All Software Licenses and Certifications
- C. Hardware Warranty of 4-5 years
- D. All Hardware (if applicable) and Software documentation.
- E. All installed software including drivers, operating systems, enhancements and upgrades.
- F. Any vendor installed or vendor utilized lock out codes.
- G. Step by step use guides covering: 1) System Use. 2) Procedures for restarting/reloading system software. 3) Basic fault isolation and troubleshooting.

8. DELIVERABLES

- A. Web-based (SAAS) system inclusive of all objectives and functional requirements as listed above, instruction and operating manuals, customization, installation and other elements as required to provide a complete, functional system according to our specifications above. Include all costs.
- B. Hardware Requirements: Itemize and provide cost of all equipment required to fully operate system.

- C. Training: Itemize and include all preliminary orientation training. Include all personnel names, title, cost per person per day, all travel expenses, instructional materials, hotel/motel, rental car, estimated airfare, proposed daily work schedule, expected vendor workforce.
- D. Annual Technical Support (Not covered under initial warranty): Include all estimated cost for on-going/on-call technical support. Vendor must be immediately available. Provide contact information.
- E. **Data-Dictionary:** Database information must be furnished to the District. Data shall include:
 - 1. All tables and fields.
 - 2. Definitions of all tables and fields.
 - 3. Data types of all fields.
- F. Vendor shall provide all required documents as specified

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous

Riverside County location: _____

Business License # (where applicable): _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc):

Signature of Company Official

Date

Print Name, Title

Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.

EXHIBIT G

CONVERGENCE PROPOSAL

Convergence.net

eTicketing | eMembership | eRegistration

Web | Mobile | Kiosk | POS



Convergence.net

Ticketing Platform

A Proposal to

Riverside County Parks

Attachment B

Ticketing and Registration Platform

General Information

Submitted March 5 ,2014

www.convergence.net
sales@convergence.net
6 Journey, Suite 160
Aliso Viejo CA 92756

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1. Features and Benefits

We first describe overall benefits of the Platform, before describing specific online and POS benefits.

1.1 Overall Platform Benefits

Our integrated Platform has many overall benefits:

- A. **MOBILE** - We include Convergence MOBILE automatically, with no additional module costs. This allows fast loading pages optimized for today's smartphones. Ticket barcodes display on the phone, giving a convenient paperless (and green) experience. Our mobile launches like an app from the purchasers home screen, or can be activated from links from your home website. We can also automatically detect a mobile phone and switch from the regular online to mobile. We also can link our mobile stores to QR codes, for extremely fast store activation.
- B. **We have the most ticketing power.** Our integrated platform powers your various departments to sell the following products from either our main web store or eConsignment store:
- **Packages and Combo Tickets** – Our ticket definition engine allows our clients to define a 2-way, or 3-way combo ticket which allows up to three individual product barcodes on a single eTicket with the selection of the combo product into the shopping cart.
 - **Ticket Packages** – We also allow fixed packages and packages with user-selectable item quantities. This is ideal for independent eTickets for each package item and/or upsell items tied to a particular product selection.
 - **General Admission** – Our general admission tickets may be optionally defined with a valid season date, overall capacity control, and specific days of the week (i.e. a Thursday only ticket for the season). We also have daily admission tickets which allow you to set capacities, valid times of the day, and dates to start and stop selling.
 - **Special Events** – We make it easy for your staff to define special event tickets with multiple sessions for the event – each with its own capacity control, date, and selling times. Purchasers select the session they which to attend from a drop down menu on our store products page.
 - **Season Passes** - Our season pass capability allows the collection of name and birthdate for each season pass and allows options per pass such as lockers, tube rentals, etc. The eTickets for these products serve as a temporary season pass card. Season passes may be defin. Each membership or season pass detail may be reviewed in management and notes may be annotated to the database to document customer service interaction with the purchaser. We also have season pass photo ID capability with capturing photos of the pass holder, storing these 'on the cloud', and printing of plastic cards with photos and other relevant pass holder data.
 - **Group Sales** – We have special provisions to handle 'walk up' groups. Group tickets may be defined to have the purchaser select a calendar date in order to receive the group ticket price, and minimum ticket quantities may be set per product. We also have a 'multi-scan' capability which allows one eTicket (i.e. one barcode) to admit all in the group for the product. A group may arrive at separate times and separate entrances and use a copy of the same eTicket – our scanning resolves all the capacity. We have provisions for in-branch walk-up sales where the group, such as a AAA office, takes the payment but utilizes their eConsignment store for instant ticketing and then is billed monthly for the ticket sales.
 - **Cabana, Room or Area Reservations** - To generate additional online sales for reserving special picnic areas, cabanas, or rooms, your staff may define reservation-type product. Your staff may define an unlimited number of areas and group them by type or location. Each of these areas can

be independently reserved with online reservations for a specific day. Purchasers reserve these areas from the shopping cart and receive an eTicket for that area with the date and area indicated on the ticket. Your staff can also reserve the areas using the management console, thus giving your group sales a convenient scheduler. Day schedules for all areas can be conveniently printed giving your staff the names and order numbers for each area for that day.

- **Gift Certificates** – We allow you to define gift certificate products with predetermined amounts. Special gift certificate eTicket are attractively designed and allow both the purchaser and recipient information to be overlayed. Certificates may be used by the recipient as 'currency' for online purchases or may be scanned and redeemed at the Park by staff members to record payments for various food and beverage, retail, and arcade purchases.
 - **Camp and Class Registrations** – For school, class or camp registrations, we have special registration engines for online self-registrations. We support wait listing for public programs and ad hoc registration with or without classroom and instructor scheduling for schools. A form generator allows specific registrations forms to be defined for each program. This information is displayed on special registration-type eTicket templates, which may overlay registrant information and purchaser information and may include signature blocks for liability or parental release signatures. Special reporting gives your staff rosters for particular days or date ranges, activities of the day reports for combining all school and public activities in one convenient report. We also support a variety of payment types and also multiple payments per order as is typical of school registrations.
- C. **Our platform is multi-venue ready** – To support different locations and/or different attractions in the same ownership group, our 'venue' capability allows the separation of products, orders, reporting, and management users for each attraction. **In your case, you might consider putting swim classes in a different venue if you need to have special handling of the reporting or credit card proceeds.** Each venue has a separate storefront and each customer order selects products from one selected venue. Each of these venue storefronts are directly linkable from the appropriate areas on the client home website, such as from the Membership webpage or Special Event webpage, etc. In addition, each venue may have user management accounts 'locked' to only that venue so that staff members may access ticket definitions and reports for only their appropriate departmental activity.
- D. **We use your merchant account**, not ours, to give you advantages of immediate cash flow. All proceeds from online credit card orders go to your credit card payment gateway account and we invoice you at the end of each month for any ticket fees incurred during the month. Each venue may designate a different payment processing gateway (and for different Merchant Accounts).
- E. **We emphasize your branding**, not ours, to support your marketing efforts. The online store website URL utilizes your domain name, and we encourage your team to "name" your online ticketing programs. We then reflect these program names as well as your main website style in our online ticket store. Our eTickets for you will use attractive custom ticket templates which are unique to your attractions and further helps reinforce your branding.
- F. **We provide ticket scanning**, from your internet-connected PCs and your industry standard barcode scanners, or from mobile devices with Convergence custom apps. to give you complete order details at your attendants' finger tips for every ticket scanned. Clients who currently do not have expensive entry systems with built-in scanning can be up and running in minutes with only a couple of hundred dollars of equipment costs.
- G. **You own the customer data, not us.** Unlike some competitors, we do not independently market to the purchasers of your products.
- H. **We continually evolve this hosted service**, which helps us maintain our lead in features, capabilities, and ultimately - benefits. With our subscription business model, you will receive multiple

feature updates per year. We have the best set of features for a reason – our services are evolving at a quicker rate. We maintain the system on our servers in a top-rated 3rd party data center, eliminating your equipment capital costs and system maintenance costs associated with delivering these services.

- I. **You set custom permission profiles for each management account.** With unlimited management accounts, your staff has controlled 24/7 ANYWHERE access to our management dashboard.
- J. **We have high capacity** – Our largest client has over nine venues in their platform and over 3,000 affiliate store and process multi-million dollar revenues each year.

1.2 Benefits of our Online Store to the General Public

Our Main Website eTicketing capability links from your current website and is your online sales engine for the general public. Our emphasis is on promotional capabilities and allows marketers to integrate with their promotional advertising campaigns through use of promo codes.

- A. **We have powerful promotion discount capabilities.** You may define a promotion as a set of discounts off selected products or alternatively giving tickets away free after buying certain minimums of selected products. We allow you to set purchase minimums based on individual products or minimum purchases across entire ticket categories. You may also set limits on number of discounted tickets per order. Promotions are given a date range for the promotion to be active, and you may have an unlimited number of promotions active at one time.
- B. **We emphasize zip-coding in our promotions and reporting.** Successful marketers utilize geo-targeting in their advertising and promotions. We allow your staff to optionally define one or more zipcodes for each promotion, allowing you to selectively discount to certain geographical areas. This capability allows your marketers to focus your largest discounts on strategic areas, and with our sales by zipcode report you have the ability to analyze effectiveness in real time.
- C. **We provide member discounting.** You may optionally tie a promotional discount to season pass members and collect their member number during the checkout process.
- D. **We support direct mail tracking numbers.** You may optionally designate a tracking number suffix to the promo_code to correlate to tracking numbers assigned for segments within your direct mail.
- E. **We give you an optional sales price, on each store item.** This capability is ideal for early-bird pricing, which can be taken advantage by all web visitors and does not require a promo code.

1.3 Benefits of our Affiliate Stores (eConsignment)

Our integrated Consignment capability is also considered the most powerful system for corporate and association ticket programs. This is a power sales and marketing tool utilizing our unlimited virtual affiliate store capabilities and is a significant source of incremental revenue. It is also a very robust capability, with several of our clients reaching the 3,000 virtual affiliate store count – including the Bronx Zoo and Central Park Zoo in NYC.

By managing the entire ticket consignment process, we increase the efficiency and reach of your group sales force. Our online ticketing removes barriers to participate among many corporations and associations which do not want to handle tickets or money. And most importantly, the affiliates'

employees and members are consumers who have grown to expect the convenience of 24/7 purchasing of eTickets. The result is more affiliates in your program and increased consignment sales. And as a bonus, you capture purchaser information including email addresses for subsequent marketing of season pass and day pass sales.

Although the Convergence eConsignment service shares the same underlying ticketing engine and database, with our main website eTicketing, the management dashboard allows separate permissions to be granted to administrative accounts for eConsignment-specific functions. Through our eConsignment service you and your staff have access to the following functions with a few clicks on the computer.

- A. **Manage the entire affiliate sign-up process** and the related email communication/notifications. Give your staff the online tools to easily and instantly manage hundreds of affiliates.
- B. **Provide personalized, custom online ticket stores for each company** and group special event client (affiliates). Each affiliate store may have a different set of products sold, and ticket pricing may be set as unique for the affiliate, or may be conveniently set to default pricing.
- C. **Set additional corporate discount buy-downs or fund-raising for charitable organizations.**
 - a. Our service allows your staff, on a per ticket product basis, to set the affiliate price above or below the purchaser price (which is the regular discount). We give you reporting to summarize any monies due from or to the affiliate on a monthly basis.
- D. **Control access to the affiliate virtual stores.** We have several ways for employees (or members) to access their store – by giving a affiliate 'store code' on the ticketing homepage, via a special weblink which is placed on affiliates main website. We can optionally further limit the weblink access by restricting access to pre-designated internet IP addresses and/or placing an encoded timestamp in the weblink to make sure the link was not reused at a later time by another purchasers.
- E. **Provide the affiliate a unique management dashboard.** Now the designated administrator from within the affiliate can view in real-time their account status and orders pertaining to their employees or members. No surprises at the end of the period – your staff and theirs view the same reports for that affiliates sales. AAA's appreciate this real-time visibility to orders and commissions earned.
- F. **Distribute marketing materials to affiliates online through the management console.** Your staff can upload pdf's or image files for season information, program information, and special event flyers. This cuts down on printing and mailing costs AND is more convenient and efficient for your staff and the affiliates!
- G. **Track Sales Staff Performance** – You may assign a sales rep to each group application, track responsiveness to new signups, and get reports on sales by sales rep. This is ideal for group sales staffs with multiple sales reps or clients who have the same groups across multiple venues

1.4 Benefits of our Mobile Stores

Convergence was an early provider of integrated mobile capabilities with our eTicketing Platform, with our mobile introduction in Fall of 2010. Convergence MOBILE provides different online store pages optimized for fingertip scrolling, fast page loads, and displays the tickets with barcodes on the display of the smartphone for easy redemption.

Convergence MOBILE utilizes web app technology which does not require unique apps per smartphone manufacturer or operating system. It utilizes the advanced browsers of contemporary smartphones and

is able to launch from the phone homescreen, from QR codes, or by auto-detecting of the smartphone device.

Mobile sales are increasing in importance to our attraction clients as they are becoming a larger percentage of online orders and due to guests using the convenience of their smartphones to buy tickets for additional tickets while onsite

Special reporting allows staff to isolate mobile orders and compare with general online orders in aggregate totals or sorted by individual product sales.

1.5 POS Benefits

- A. Easy to use and cost effective stations for kiosks, roving POS tablets, and traditional PC countertop POS.
- B. Cost-effect and easily installed kiosks, both countertop and free-standing models, for unattended ticket sales and exchanges.
- C. Innovative tablet POS stations for roving sales by staff members – on-site and off-premise – to upsell and to reach new sales opportunities.
- D. Web-delivered (Software as a Service) ticketing software for ease of installation and updates and low IT impact
- E. Integrated with Convergence eTicketing Platform Management for ticket setup and reporting
- F. Stations can be individually configured to sell same or different products
- G. Plug-n-play ticket stations are easy to add as your needs grow
- H. Annual subscription pricing – no per ticket fees!
- I. Fast ticket printing within five seconds from payment processing (typical)
- J. Ticket reprint capability for last five orders
- K. Season pass picture taking, card printing, renewals, and usage reporting
- L. Bulk ticket printing for group tickets
- M. Daily sales or attendance reporting by the hour
- N. Box Office or Food & Beverage station types
- O. Wristband printing and season pass/eTicket exchanges
- P. Easy operation – Staff can be trained in complete POS or kiosk or MOBILE POS operation in less than 60 minutes.

1.6 Access Control and Ticket Redemption Benefits

With Convergence's cloud-based Platform, adding access control stations is easy with internet connectivity, whether WIFI, hard wired Ethernet, or even cellular data.

We support a variety of scanning devices, ranging from Android Nexus Phones using Convergence scanning app and integrated imagers, to Bluetooth connected handheld barcode scanners, to USB connected scanners.

Many available models are robust units with 'drop ratings' and premium pricing. Others are inexpensive consumer devices at less than half the ruggedized unit's pricing, which allows replacement with less overall budget dollars.

Regardless of the scanning units selected, validation is performed by server side database checks with visual cues to validity and display of order and ticket details. We can also configure running scan 'counts' at each station.

Validation includes verifying it is a barcode generated by Convergence, that it has not expired or been redeemed already, and lastly if it the correct date and/or time. The latter can be overridden if attendants choose to allow entry at a different timeslot than currently assigned to the barcode.

Each access control station can be configured to only redeem certain categories of tickets or all valid ticket barcodes. Membership barcode scanning validates that the membership is valid and not yet expired, and can decrement the count allowances for included but unused comp tickets.

Access control units support all types of Convergence barcodes, including admit one, multi-scan, membership daily, unlimited membership scans, and wristband packages.

1.7 Back-of-house and Reporting Benefits

The Convergence Platform contains extensive reporting. Most reports have a set of filters to narrow the data in various ways. In addition most reports have an Excel output (CSV) to easily get data out of the Platform on demand.

One of the most common filters is a date filter. We support arbitrary date range, day, day of week, week, and month data selections. Most reports have the most common variant of this date selection options – and none have all of these variants.

Payment reports allow summary and detailed order reporting by employee and/or station as well as payment type. We also have a variety of revenue recognition and reconciliation reports. We also have forecast reports which show weekly summaries of advance sales for upcoming timed tickets date and timeslots.

We have many specialty reports depending on ticket types – such as memberships, registrations, group or room reservations, gift certificate, assigned seating, room bookings, etc.

We have a variety of group reports which show purchase orders, pending orders, aged balance due orders. Group orders are placed in the group's own affiliate store. These affiliate profiles may be typed

such as 'Tour Operators', 'Schools', etc., giving additional reporting granularity. A variety of reports give group contacts and room or space availability. We do have automatic email alerts that can be set for selected timed tickets when their inventory is depleted or go to wait-list status.

We encourage individual user accounts to be assigned within our Platform. We use a username and password to authenticate users, with passwords adhering to Microsoft secure passwords requirements. We typically do not integrate with Windows domain credentials due to several reasons: our cloud-based methodology, a hybrid OS environment due to a variety of terminals which often are Android, Mac, or iOS platforms, and often the use is outside of the clients network with remote tablet or kiosk sales or management access from home or on the road.

- Different user permissions can be granted for refunds, comps, or price changes
- Extra security is taken on POS stations with authentication of the device as well as the user of the staff member

An audit log captures key backend changes to database records. The complete log currently does not have client reporting; however many of the records show the user and timestamp of the last change on the appropriate management pages.

1.8 Station Equipment Description

Tablet-based POS Station Configuration

- Android™ Nexus Tablets (5", 7", or 10")
- WIFI and Cellular Data 4G LTE connectivity
- Magnetic card reader supports Triple DES / DUKPT key management
- Wearable mobile thermal printer with Bluetooth connectivity. Either Epson Mobilink for ticket applications with auto-cutter for separating tickets or Zebra MZ320 for receipt-only orders.
- Optional second printer – for food and beverage sales, the order may be sent to a secondary printer in a remote location such as kitchen. Requires tablet to use WIFI connectivity and remote printer must be on same local network (LAN).
- Requires proprietary Android 'app' from Convergence.net
- One year manufacturers' warranty on tablet and printer



Features

- Opening image rotation for attention gathering or staff reminders for selling points
- Different screen layouts for ticketing or Food and Beverage
- Product UPC code scanning for gift store / retail usage
- Cart and promotion page for reviewing order and displaying/selecting promo codes
- Payment page for credit card, cash, or other payment types
- Signature page for storing and/or printing card holder signature
- Fast printing on wearable, portable thermal printer
- Reprint capability for ticket reprinting in case of paper jam, out of paper, etc



Notes

- Convergence POS requires internet connection for cloud-based delivery of POS software
- Convergence reserves the right to substitute equivalent components.



Countertop PC POS Station

Our countertop POS stations utilize PC POS units from Senor Tech. SenorTech is a world-wide supplier of POS stations to the Hospitality / Food and Beverage Industries. Our countertop POS stations utilize SENOR iSPOS which is built with a solid aluminum die-cast casing that maintains a strong and compact look. It has an innovative mechanism designed to prevent dust, oil and water from harsh environments.

Senor iSPOS 750 Features

- Water and dust Proof (IP66 Compliant)
- Humidity proof system
- Aluminum casing
- Fanless and ventless design
- Easy access to Hard Drive
- Wireless LAN
- 15" LCD w/ capacitive touch screen
- Intel Atom dual core 1.8GHz
- 4GB memory
- 160GB HDD
- Video/Audio/LAN onboard



Peripherals

- Magtek IPAD -Triple DES encryption /DUPKT key management and manual card number entry
- <OPTIONAL>BOCA Lemur for wristband printing
- Epson TM-T88V for receipt printing
- <OPTIONAL>Datacard SD260 card printer
- External USB Hub – Connects large numbers of USB peripherals
- Keyboard, mouse, camera – generic



Notes

- Convergence POS requires internet connection for cloud-based delivery of POS software
- Client is strongly recommended to have adequate surge-protection power strips.
- Although dust and moisture proof rated, Client should insure a safe, dry environment for staff to operate this station
- Convergence reserves the right to substitute equivalent components.



Kiosk Stations

Countertop Kiosk

- Plug-N-Play setup – just connect power and internet (no software to install)
- Ideal for ticket counters, lobbies, carts, etc
- Ideal for ticket booth counters, carts, tables
- Senor iSPOS WP POS station
- Convenient all-in-one station
- 15" capacitive touch touchscreen
- WIFI 802.11 and Ethernet for required internet connectivity
- Magnetic card reader supporting E2E encryption
- Moisture and dust resistant ratings (IP-66)
- Cast aluminum construction
- 3" wide Epson Thermal printer integrated into kiosk base for receipts and barcoded tickets
- Prints tickets with barcodes within seven seconds of payment processing (typical), with tickets separated by partial cut for quick and easy separation
- Thermal paper rolls change easily in seconds
- 2-year manufacturer's warranty
- Optional configuration for email gathering and zipcode gathering
- Approx. dimensions: 18" X 18" X 15"
- Approx. weight 30lbs
- Fanless, quiet operation



Freestanding Kiosk (optional – not quoted)

- Ideal for applications requiring wristband or fanfold ticket printing
- Ideal for unattended ticket sales or will-call printing
- Ideal for issuing tickets or wristbands after scanning cards or vouchers
- Full Size 22 inch static overhead signage
- Intended for indoor use
- Powder-coated, aluminum construction with all-steel base for durability and stability
- Magtek Dynamag magnetic card reader Triple DES / DUKPT key mgt.
- WIFI and Ethernet connections
- Available with dual-tray fanfolded tickets or wristbands, with additional, separate receipt printer
- 19" Elo touchscreen
- Keyboard & Mouse - for servicing only –
- Mfg's 12 Month Limited Warranty with on-site support included



Handheld WIFI Barcode Scanners

Convergence ScanStation MOBILE Scanning features

- Convenient and inexpensive alternative to traditional handheld PDA scanner models
- Custom Convergence 'app' controls web access and integrated internal camera
- Scans and validates barcoded tickets, season pass cards, or gift cards.
- Scans barcodes on customer smartphone displays (i.e. supports mobile tickets)
- Simple touchscreen operation
- Uses Convergence ticket redemption for verifying scanned barcode against Client database
- Uses WIFI or 4G/LTE connectivity for fast internet access
- Supports manual entry of order number or barcode number for un-scannable tickets
- FAST scanning, typically less than 2-4 seconds
- Extremely easy to use – shows the camera view on touchscreen while to aim the camera

Nexus Phone Models

- Android™ Nexus 5™ phone
- WIFI and 4G/LTE
- 8 megapixel (minimum) imager
- Operates minimum of 4 hours scanning with moderate activity with full battery charge
- Convergence Android scanning 'app'
- Ultra lightweight and smallest size
- Convergence app only qualified on 'Nexus' devices with sufficient imager and processor specs and that have the latest Android OS versions
- Sub \$500 price for wireless handheld scanner!



Convergence.net

eTicketing | eMembership | eRegistration

Web | Mobile | Kiosk | POS



Convergence.net

Ticketing and Registration Platform
for
Riverside County Parks

Response to PKARC-147 Point of Sale SaaS – Riverside 2014
Evaluation of RFQ Feature Requirements and Other Notes
Submitted March 5, 2014

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Information submitted in this document is proprietary to Convergence.net

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1. Introduction

Convergence.net is pleased to present Riverside County Parks with a quotation for Point of Sale Software (SaaS), Hardware and Support for RFQ-147 for online and POS ticketing services.

We believe our Ticketing and Registration Platform is an excellent fit for your two waterparks and ultimately for your other parks and activities in your District. Our scalable Platform allows future use by other Riverside County parks and events by expanding the number of venues in the platform we build for you. In addition, our unlimited 'affiliate' stores allow partners, co-sponsors, schools and local corporations and associations allow personalized access for their employees or members to products or reservations from your various parks.

Due to (1) our ten years of experience providing Ticketing and Registration systems via Software as a Service, (2) the close proximity of our main offices with your parks, and (3) also our successful experience with other thirty waterparks, we believe we are in an excellent position to give you an extremely high level of service. We believe these factors will be very important in allowing us to meet your aggressive launch schedule which has the system launch of your two waterparks in April, effectively allowing several weeks from contract award and signature.

This Document will describe comments on your requirements not submitted directly in Attachments in the itemized online submission. **Please note that our timelines and enhancement roadmaps are very proprietary and confidential to Convergence.net. In addition, we have made some additional notes on costs, training, warranties and support.**

2. Response to 'Point of Sale Software System Requirements'

In general, we feel very comfortable with your listed software requirements. We outline below any features you listed which will either require enhancement or are non-commits at this time.

2.1 Platform Enhancements Required

We did identify requirement features in the RFQ which are enhancements that are already on our Roadmap for 2014 and are scheduled for release later this year. Please note that we do not charge for enhancements which are good for our Platform and our other clients, so will not charge RivCo for their development. With your aggressive launch schedule, these will be released later this year after the launch of Phase I. There is some flexibility in their release dates, so we welcome discussion on their relative order.

- A. **Timecard Reporting (pg 12)** - We will enhance the Platform to enter staff schedules, to track hours (timestamps in and out) per staff member, and associated reporting. Expected release date: June 12
- B. **Instructor Reporting (pg 10)** - We will enhance the Platform to enter instructor fees associated with each class or course, and reporting to indicate instructor fees and a method of showing as paid. Expected release date: June 12

- C. **Revenue Splits (pg 10)** - We will enhance the Platform to allow revenue splits (allocations) between venues for packages. Please note this enhancement is not necessary for sites which share a common venue in our Platform. Expected release date: June 12
- D. **Camp Space Reservations (pg 12)** - Although we have extensive capabilities for cabana/space rentals, multiple-day event registrations, and booking rooms in lodging packages for multiple days, we will enhancement our Platform to streamline the camp space reservation process and reporting. Included in this will be the ability for purchaser to click on a facilities map instead of a linear list. Expected release date: September 18.
- E. **Inventory Mgt (pg 11,12)** - Although we have extensive capabilities for capacity control for different products, including the ability to indicate limited availability and making the product unavailable when out of inventory, we will enhance the system to track inventory ordering history. Expected release date: September 18.
- F. **Survey (pg 12)** - Although we have the ability to generate automated emails for registration events today and some of our clients use this in conjunction with Google Forms to automate post-event surveys, we will enhance our Platform to make this available to other reservation product types and to generate the questionnaire and reporting completely within the Platform. Expected release date: December 10.
- G. **Loyalty Program (pg 10)** - We will enhance the Platform to provide an automated customer rewards program. Expected release date: December 10

2.2 Items Not Committed at This Time

The following two items are related and we have not committed or delivered these to any of our Ticketing and Registration Platform clients since the beginning of our SaaS business and delivery model in 2004. Please note the reason is a business policy decision and not a technical limitation. We would appreciate more discussion on these two requirements.

- 1. **Automatic Custom Reports (pg 12)** - Currently, all of our clients allow Convergence to write any key reports which are not contained in our standard offering. This allows our DBA staff to write efficient new reports with quick execution or to add formatting options to current reports to accomplish the same request. We do not charge for this report writing, although we make sure the request isn't already covered by our suite of current reports. These reports then become available to other clients when they are brought up to the same version level.

Some of our clients opt to have us export, at no charge, transactional and purchaser information as a timed interface. This is typically used in conjunction with a repository database controlled by the client IT staff and can also be used for business intelligence and analytics. As an example, we have two ski resort clients that have us export data to Ryan Solutions. We expect more enhancements in 2015 in this area as we pull more BI reporting directly into our Platform capability and also some limited ability for custom report writing.

We currently do not disclose database dictionary or schema (see below).

For these reasons, at this time, we do not support external tools such as Crystal Reports to enable clients to write their own reports.

- 2. **Database Dictionary Disclosure (pg 16)** - Fundamental to our SaaS delivery is performance and security. We keep our database schema confidential, since disclosure to many clients

inevitably can lead to a security breach when this information inadvertently becomes available to the wrong set of eyes.

Our database design is also a proprietary advantage, and has been our single most important reason why we have been able to consistently evolve and provide more features than our competition. Inadvertent disclosure to our competition can enable reverse engineering which will hurt our position in the marketplace.

3. Notes on Hardware Pricing and Configuration

3.1 Other Charges

With our pricing model, we our basic online and POS software fees include many services that other providers charge separately. This allows for low costs of continuing operations as well as allow for easy annual budgeting. We have itemized these in the table below.

Service Item	Description	Price
Onsite Installation & Training	We recommend a staff member be onsite during prior to POS launch for two days for each park (4 days total @ \$1,000/day). This includes installation and onsite POS training	\$4,000
Program Management	Included in your basic fees is the assignment of a Program Manager to guide the launch process and also becomes your point person as Account Manager post-launch	Incl.
Enhancements	We do not charge for most enhancements, as this is how we evolve the Platform.	Incl.
Updates / Maintenance	We do not charge an annual maintenance fee. Clients receive updates quarterly (more often if requesting enhancements)	Incl.
Users (seats)	We do not charge by the user account or for user access. A staff member may be logged in to the backend management at home and in the office simultaneously.	Incl.
Ongoing Web Training	We do not charge for web-based training	Incl.
Ticket Scanning	We do not have a module charge or per station charge for ticket scanning	Incl.

3.2 Comparing Total Cost of Operation

Our SaaS (Software as a Service) pricing model results in significant annual savings in cost of operation versus competitors offering a perpetual software license, due to the (1) reduced internal IT expenses and capital and (2) we include many of our services in our basic rate.

In order to fully compare the Convergence pricing with competitors, these internal costs and no charge items must be added to competitors offering a perpetual license model with large upfront software costs and a full calculation run over seven years or longer. Sometimes these costs are 'hidden costs' and not explicitly called out in some proposals – please calculate these for each vender you are considering!

For your convenience, we have included below a sample cost spreadsheet for expenses not applicable or already included in our pricing model at no additional charge. Please note these are ANNUAL savings:

ANNUAL EXPENSE SAVINGS USING CONVERGENCE.NET

	Amount	Note / Assumptions
<u>Internal IT Costs Saved by SaaS Model</u>		
Servers/Networking (depr over 5 yrs)	\$5,000	Two fully loaded servers every 5 yrs (straight line depr)
Data Center	\$8,000	Includes rackspace, power, bandwidth, backups
Incremental internal IT Staff	\$40,000	50% of loaded Sr. IT Staff annual salary
Creative / Graphics Design	\$3,000	Included Ticket, flyer, and banner design
Subtotal	\$56,000	
<u>Included at No Extra Charge with Convergence</u>		
Program Management / Service Calls	\$10,000	Does not include requested onsite launch mgt
Management 'users'	\$15,000	30 user accounts @ \$500/user
Ticket Scanning Module/licenses	\$5,000	4 gates and 2 internal locations
Updates / Maintenance	\$9,000	15% - 18% maintenance fee
Enhancements	\$9,000	5 major enhancements at \$1,000 ea plus 10 minor
Training	\$8,000	10 training staff-days per year
Subtotal	\$56,000	
Total Annual Expense Savings	\$112,000	

As you can see, our ANNUAL savings can easily exceed \$70,000 and often exceeds \$100,000 . Our new clients often find our annual subscription pricing is less than the annual operating costs of a competing quote for a perpetual license.

3.3 POS Terminals for Temporary Outdoor Concession Carts

We have specified and quoted our Countertop Kiosk with cash drawer for this item. This allows maximum flexibility in allowing attended sales with a variety of pay types, or unattended (kiosk) mode with credit card only sales.

Alternatively you can use the same configuration and pricing as the regular POS terminals which have an external receipt printer instead of an integrated receipt printer in the base. This has more clutter with another component and does not support unattended sales.

Another option for the carts is to use a tablet-based POS with a stand and use WIFI or Cellular connection and battery operated power (for both of the tablet and portable printer). This is a less expensive alternative, but currently does not support automatic opening of the cash drawer. It is also a less durable option than the others and has a shorter warranty.

4. Training and Customer Service

We have provided separate cost and information for the Phase 1 Orientation Training and Phase 1 Onsite General Training. These will be supplemented by our webcast based training, which we provide free. For Phase 2, RivCo might find that onsite training is not necessary; however, we can replicate the training program for Phase 2 with the same training schedule for additional, similar fees as to the Phase 1.

Included in our POS cost structure is the following customer service levels:

Time of call	Service	Description	Response Time
M-F: 11am – 8pm EDT	TIER 1	All issues support – main number / email support	Routine: one day Critical: 15 min
M-F: 8am – 11am EDT	TIER 2	Critical Issues - phone number / email support	15min
Sa – Su: 9am – 5pm EDT	TIER 2	Critical issues - phone number / email support	15 min
M-Su : 8pm -8am EDT	TIER 3	Outage issues - email support	30 min

5. Warranties

Convergence will administer the hardware manufacturers warranties. The basic POS station warranty is 3 years; however, we have shown an additional 4th year as a separate line item. Some consumer grade equipment (tablets, for instance) come with a one year warranty. Their low price makes it cheaper to replace than have extensive warranties. The display and battery of a tablet is typically degraded after 18 to 24 months such that a new unit is desirable.

Convergence warrants our own software for our Platform for the life of the contract.

6. Assumptions

- Online and POS Launch or Live dates are dependent on contract signature date and timely receipt of fee payments.
- Flat fee annual POS/Kiosk software fees are payable with 50% (1st 2014 annual payment) due with contract signature to initiate service for first season of use and 2nd half of POS annual payment due July 15, 2014. Failure to pay POS installments will either result in delay in initiating services (and therefore delay of launch) or suspension of services. Client is responsible for all flat fee annual payments for POS or kiosk units regardless of use of such units.
- Hardware purchase payments are normally due in full before hardware is procured; however we will modify this to conform to any mandatory procurement policies as long as we can be guaranteed reasonable timeliness of payment for hardware.
- Pricing assumes a minimum of 36 months term for services.
- Pricing assumes Convergence is primary POS provider and primary online and mobile ticketing provider Pricing assumes a Convergence.net logo on Services store pages, email deliveries, and tickets.
- Convergence ticketing Platform utilizes the client's merchant account & payment processor account. Payments for gateway fees, merchant account fees, or credit card (discount) fees, or are not covered under the pricing of this Agreement and are charged by third parties directly to Client. As Convergence requires E2E encryption on POS stations, Client agrees to use payment processor with an interface supported by Convergence for both online and ticket station credit card processing. Convergence currently supports Mercury Payment Systems for E2E encryption of POS transactions.
- Convergence reserves the right to substitute more recent or equivalent hardware models for station hardware.
- If Client damages POS station hardware, printers, kiosk station hardware, or Tablet POS station hardware and such damage is not covered by manufacturers warranty, then Client is responsible for all replacement (whether prorated or not). Convergence will administer manufacturers' warranties during the life of Agreement for only hardware purchased from or through Convergence and this specifically excludes any equipment Client has already purchases outside the scope of this Agreement. Client is responsible for any shipping charges related to warranty service. Client is responsible for surge-protection on line power to PC POS station and Kiosk station and BOCA and Datacard printers. Failure to do so may void warranty coverage.
- Convergence web-delivered POS and kiosk ticketing software require internet connectivity. Client is responsible for reliable broadband internet connection and WIFI equipment for MOBILE POS coverage area and either WIFI or hard-wired Ethernet for POS and kiosk stations.

7. Closing Remarks

We appreciate the opportunity to propose our Ticketing Platform for Riverside County Parks. We believe our Orange County based team couple with our industry leading Ticketing Service will help RivCo increase sales and increase staff efficiency at your waterparks and potentially in other Parks and Recreation venues and events in the future.