



COUNTY OF ORANGE

OC COMMUNITY RESOURCES, OC PARKS

CONTRACT NO. MA-012-160101499

FOR

RESERVATION AND POINT OF SALE SYSTEM

CONTRACT NO. MA-012-16010499
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CONTRACT MA-012-16010499
BETWEEN
COUNTY OF ORANGE
AND
US eDIRECT INC.
FOR
RESERVATION AND POINT OF SALE SYSTEM

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

RECITALS

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. Contract Specific Terms and Conditions

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

- 4. Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Consultants; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
- 5. Child Support Enforcement Requirements:** Contractor is required to comply with the child support enforcement requirements of the County. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- 6. Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County and District, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after County approval.
- 7. News/Information Release:** The Contractor agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or any subsequent amendment of, or effort under this Contract. Contractors must first obtain review and approval of said news media contact from the County through the County's Project Manager. Any requests for interviews or information received by the media should be referred directly to the County. Contractors are not authorized to serve as a media spokespersons for County projects without first obtaining permission from the County Project Manager.
- 8. Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

 - a. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach and offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
 - c. Terminate the Contract immediately without penalty.
- 9. Contract Disputes:** The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Supervisor and the County's project manager as specified in Article 12. "Notices" by way of the following process, such matter shall be brought to the attention of the County DPA by way of the following process:

 - a. The Contractor shall submit to the County DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

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

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

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

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

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

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

14. Compliance with County Information Technology Policies and Procedures:

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

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

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

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

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

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

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

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

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

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

II. General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments and Exhibit, incorporated herein by this reference as if fully set forth, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County of Orange unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on

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

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

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

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

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

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

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

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

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

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DD. Attorney Fees: In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

FF. Authority: The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. Indemnification Provisions: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

(Signature Page to Follow)

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

US EDIRECT INC.*:

By: _____

By: _____

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

By: _____

Print
Name: _____

Title: _____

Date: _____

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



Deputy County Counsel



Date

ATTACHMENT A

SCOPE OF WORK

A. Introduction

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

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

B. Qualifications

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

C. Deliverables

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

D. Reservation and Point of Sale System Needs

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

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

E. Customer Features

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

F. Administrative Features

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

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

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

G. Specific System Requirements

1. A Web-Based Reservations System for Shelters

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

2. A Web-Based Reservations System for Campsites

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

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

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

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

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

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

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

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

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

The POS system shall include:

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

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

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

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

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

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

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

9. **Help Desk Support for Staff**

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

10. **Training**

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

11. OC Parks-Specified Reporting

This shall include:

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

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

13. Hardware, Software and Communications Available in the Parks

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

Desktop Standard for OC Parks

HP Compaq 6300 Pro Small Form Factor

Specifications –

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

Software –

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

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

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

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

15. **Process for PCI Compliance.**

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

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

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

17. **Transition Plan**

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

18. **Support Center for Administrator**

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

H. Historical Information

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

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

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

Annual amount not to exceed \$50,000:

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

ATTACHMENT B

COMPENSATION AND PAYMENT

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

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

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

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

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

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

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

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

Invoices and support documentation are to be forwarded to:

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

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

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

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

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

EXHIBIT 1

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

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

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

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

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

The certifications will be stated as follows:

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

Signature _____ Name (Print) _____

Title _____ Date _____

Company Name _____

MA-012-16010499
Contract Number _____ Contract Amount _____

*Two signatures required if corporation.

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

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

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

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)