

City of Fayetteville Staff Review Form

2018-0229

Legistar File ID

5/1/2018

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Keith Macedo

4/13/2018

Information Technology /  
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a three-year (3) agreement with CivicPlus to purchase the CivicRec Recreation Management Software through the TIPS cooperative purchasing contract 2092216 and approve an annual contingency of \$4,000 for each year of the contract term.

Budget Impact:

4470.520.8520-5209.00

Sales Tax Capital

Account Number

Fund

18012.1

Parks Recreation Software

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 35,000.00

Funds Obligated \$ -

Current Balance \$ 35,000.00

Does item have a cost? Yes

Item Cost \$ 25,875.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 9,125.00

V20140710

Previous Ordinance or Resolution # 153-14,143-16

Original Contract Number:

Approval Date:

Comments:



**TO:** Mayor Lioneld Jordan and City Council

**THRU:** Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director

**FROM:** Keith Macedo, Director of Information Technology

**DATE:** April 13, 2018

**SUBJECT:** Approve a three-year (3) agreement with CivicPlus to purchase the CivicRec Recreation Management Software through the TIPS cooperative purchasing contract 2092216 and approve an annual contingency of \$4,000 for each year of the contract term.

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**RECOMMENDATION:**

Staff recommends approving a three-year (3) agreement with CivicPlus to purchase the CivicRec Recreation Management Software through the TIPS cooperative purchasing contract 2092216 and approve an annual contingency of \$4,000 for each year of the contract term.

**BACKGROUND:**

The City currently uses multiple software applications and websites to manage the numerous parks and recreation events, leagues, facilities, and programs. The majority of the applications are not specifically tailored towards Parks and Recreation which limits staff's ability to efficiently manage operations. City staff identified the need for a centralized Parks and Recreation software application to manage all aspects of recreational programming, league management, event management, membership, and facility reservation during the 2018 CIP budget process. Staff researched several of the leading municipal parks and recreation software applications, attended demonstrations of each, and obtained budgetary quotes from each vendor. Staff submitted a \$35,000.00 CIP request which was approved for FY 2018.

**DISCUSSION:**

In January of 2018 staff again reviewed three top tier parks and recreation municipal software applications. City staff worked with Purchasing to determine the best method to procure the software and they recommended staff solicit vendors if they were listed on a cooperative purchasing agreement. Staff held numerous meetings to discuss, selected the best possible software, and held two (2) additional demos with CivicRec after the initial review. Staff reached out to numerous existing CivicRec clients and obtained feedback on the value and usability of the product. The review included staff from Parks and Recreation, Accounting, and Information Technology. Staff was pleased with the functionality, reference responses, ease of use, and overall value of CivicRec's software. Once staff selected CivicRec as the leading choice, they obtained a copy of CivicRec's existing cooperative purchasing contract (2092216) agreement through The Interlocal Purchasing System (TIPS). The City's Purchasing division and City Attorney's office reviewed the TIPS contract and approved the contract as a method to purchase CivicRec.

CivicRec will allow Parks and Recreation to centralize the management of facility reservations, activity reservations, league management, volunteer management, membership management, and point of sale for facilities and events. The software is a web hosted solution that will require minimal computer hardware to be purchased and is governed by a service level agreement clause in the attached agreement. Staff is excited that CivicRec is offered by CivicPlus, our existing website vendor, since Parks and Recreation has such a large website presence that will benefit from a common look and feel between sites. CivicRec offers significant enhancements to our existing online registration system which include league scheduling, integrated league participant communication, membership management, improved access to customer history, combined history of both online and counter transactions, and a new parent/player portal for league information. The system is fully PCI compliant, has the ability to import financial information into the City's ERP, and has a very robust reporting system to enhance transparency related to membership, participation, and associated revenues.

Staff is confident that CivicRec will provide the functionality and value to improve both staff efficiency and public interaction related to Parks and Recreation programs. If approved staff will work on an implementation plan to deploy the software over the next twelve (12) months.

**BUDGET/STAFF IMPACT:**

The one-time cost of purchasing CivicRec is \$25,875.00 with an annual estimated cost of \$4,500.00 for CivicRec's subscription, support, and maintenance for the first two (2) years with a 5% increase in year three (3). Staff is recommending a \$4,000.00 annual contingency, for a total contract amount of \$51,600.00 over the three (3) year term. Funding is available in the amount of \$35,000.00, within Sales Tax Capital fund, as part of the approved 2018 Parks and Recreation Software CIP Project. Year two (2) and year three (3) maintenance will be funded within the general fund operating budget.

**Attachments:** Staff Review Form, Staff Review Memo, CivicRec Agreement, CivicRec Proposal, TIPS Contract 2092216

**TIPS CivicPlus Statement of Work**

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	24	\$3,576.24
Project Manager	\$135.86	32	\$4,347.52
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	58	\$7,625.84
Graphic Designer	\$109.57	0	\$0.00
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	40	\$4,382.80
Trainer	\$109.57	28	\$3,067.96
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	44	\$3,548.16
<b>Subtotal</b>			\$26,548.52
<b>Discount</b>			<b>(\$673.52)</b>
<b>Total First Year Fee</b>			<b>\$25,875.00</b>

**Project Implementation and Deployment**

- Setup of CivicRec Recreation Management Software
- System Development
- Project Implementation
- Merchant account set-up with CivicRec
- Up to 12 hours virtual training for up to 6 Client staff members
- Up to 2 Days Onsite Training
- Up to 4 days Onsite Consulting
- First Year Annual Services

**\$25,875**

**Total First Year Fees \$25,875**

**Second Year and Beyond Annual Services Fees (Includes Subscription, Support and Maintenance)**

**\$4,500**

*Billed 12 months from SOW signing, subject to 5% annual increase year 3 and beyond*

1. Performance and payment under this SOW by and between Fayetteville, Arkansas ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between The Interlocal Purchasing System and CivicPlus.
2. This SOW shall remain in effect for an initial term of three years (36 months) ("the SOW Initial Term") from signing.
3. The Total First Year Fees shall be invoiced as follows:
  - a. Upon signing of this SOW – one half of the Total First Year Fees;
  - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
4. Annual Services shall be invoiced on the date of signature of relevant calendar years, beginning 12 months from signing and shall be subject to a 5% annual increase year 3 and beyond.
5. Payment is due 30 days from date of invoice.



TIPS Statement of Work for **Fayetteville, AR**  
TIPS Contract 2092216

6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided or other charged amounts hereunder, are not subject to withholding or off-set in any manner whatsoever, and are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
7. If CivicPlus provides the merchant account for the collection of registration and other credit card monies on behalf of Client, it shall charge a per transaction processing fees ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated using a "Processing Rate" which is a percentage of each positive Charge that is captured through the system. No Processing Rate fees are credited back in the event of a refund or credit. In addition to the Processing Rate, an additional Transaction Fee will be assessed which is a fixed amount per transaction. This Transaction Fee will also only apply to positive Charges and will not apply to Refunds or Voids. Unless otherwise specified, all fees due and payable to CivicPlus will be deducted from the funds collected in the merchant account prior to disbursement. Unless otherwise arranged, disbursements will occur either monthly (on or about the 1st of the next month) or semi-monthly (on or about the 1st as well as the 16th of each month).
  - i. Standard Merchant Processing Rates are as follows:
    - Processing Rate - 3% per "charge" transaction
    - Transaction Fee - \$.30 per transaction
  - ii. There are no monthly minimum fees for merchant processing. Client simply pays for what it uses.
  - iii. CivicPlus reserves the right, at any time, to adjust the merchant processing rate or transaction fee to more accurately reflect the amount and type of credit card transactions being processed. CivicPlus will give 30 days' notice upon such change.
  - iv. In addition to the Merchant Fees, Client will also be responsible for extraordinary processing fees assessed by CivicPlus' merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, CivicPlus shall invoice Client the first week of each month for any such fees in excess of the funds collected in the Client merchant account incurred during the prior month's processing. In any event, Client shall only be responsible for payment to CivicPlus of actual, additional fees charged to CivicPlus by the merchant as discussed under this subsection.
8. If the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, services described in the relevant SOW will be discontinued until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.
9. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.
10. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

#### **Ownership & Content Responsibility**

11. Upon completion of the development of the site, Client will assume full responsibility for content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

#### **Intellectual Property**

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus



TIPS Statement of Work for **Fayetteville, AR**

TIPS Contract 2092216

Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

**Liabilities**

15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted by the Client, including but not limited to utility services in Client's area or Client's internet service provider.
16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date



\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
4/13/2018

\_\_\_\_\_  
Date

## Addendum 1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- **Access** – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a Service Availability goal of 99.5%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- **Relief** – When a Service Availability goal is not met due to confirmed downtime, CivicPlus shall provide the affected Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below. Notwithstanding the above, the total amount of all relief that would be due under this Agreement will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve CivicPlus of its obligations under this Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, Client's credits will be doubled. CivicPlus will notify Client via email when downtime occurs and when it is reinstated. Client may request availability performance in writing at any time to confirm Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99.5%	CivicPlus will provide details (upon request) of downtime and remediation to correct the problem, including cause/effect, timeline and implemented remediation.
100%	95-97%	4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	5% credit of fee for affected billing cycle will be posted to next billing cycle

In the event Actual Attainment is less than 95% for two (2) consecutive billing cycles, Client will be entitled to a 10% credit of fee for the second affected billing cycle.

- **Online Registration** – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- **Documentation** - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- **Data Backups** – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- **Enhancements** – New features will be added to CivicRec throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- **Client Support** – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- **Data** – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

# VENDOR CONTRACT

Between CivicPlus, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Web Hosting, Services or Content Management

CONTRACT #2092216

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.



**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## **Terms and Conditions**

### **Freight**

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### **Warranty Conditions**

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### **Contracts**

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### **Tax exempt status**

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

#### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

#### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

#### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

#### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

#### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

#### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

**Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

#### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

### **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Filler shall survive expiration or termination of the Contract.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

**Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

**Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS



member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- 

Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Karen.Walton@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2761			Department
Fax	(866) 929-4402			Building
Bid Number	2092216	Department		Floor/Room
Title	Web Hosting, Services or Content Management	Building		Telephone
Bid Type	RFP			Fax
Issue Date	7/1/2016 08:01 AM (CT)	Floor/Room		Email
Close Date	8/12/2016 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company CivicPlus  
Address 302 S 4th Street  
Suite 500  
Manhattan, KS 65202

Contact  
Department  
Building  
Floor/Room  
Telephone 1 (888) 228 2233  
Fax 1  
Email  
Submitted 8/12/2016 12:20:00 PM (CT)  
Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Kyle Sterling Karpowicz

Email contracts@civicplus.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Website Design, Hosting & Support and CMS SaaS
6	Primary Contact Name	Primary Contact Name	Kyle Karpowicz
7	Primary Contact Title	Primary Contact Title	Contract Specialist
8	Primary Contact Email	Primary Contact Email	contracts@civicplus.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234733
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Linda Decker
13	Secondary Contact Title	Secondary Contact Title	Lead Sales Specialist
14	Secondary Contact Email	Secondary Contact Email	decker@civicplus.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234762
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Lisa Houston
19	Admin Fee Contact Email	Admin Fee Contact Email	houston@civicplus.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234718
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Lisa Houston

22	Purchase Order Contact Email	Purchase Order Contact Email	houston@civicplus.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7853234718
24	Company Website	Company Website (Format - www.company.com)	
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	48-1202104
26	Primary Address	Primary Address	302 S 4th Street Suite 500
27	Primary Address City	Primary Address City	Manhattan
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	KS
29	Primary Address Zip	Primary Address Zip	66502
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	website, web, site, webpage, hosting
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Manhattan
34	Company Residence (State)	Vendor's principal place of business is in the state of?	KS
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING	Yes

section.

40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	2
44	Years Experience	Company years experience in this category?	20
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total:		\$0.00
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## 2 CFR PART 200 Contract Provisions

### Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

#### Appendix II to Part 200

#### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards


#### 2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.


**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES CJC Initial of Authorized Company Official

**Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES CJC Initial of Authorized Company Official

**Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES CJC Initial of Authorized Company Official

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a**



## 2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CAC Initial of Authorized Company Official

**Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CAC Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES CAC Initial of Authorized Company Official

**Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**


Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

## 2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  Initial of Authorized Company Official

**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES \_\_\_\_\_ Initial of Authorized Company Official

Company Name \_\_\_\_\_ CivicPlus, Inc.

Print name of authorized representative \_\_\_\_\_ Connie Casper

Signature of authorized representative \_\_\_\_\_ 

Date \_\_\_\_\_ August 3, 2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.



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### SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: CivicPlus, Inc.

Vendor Address: 302 S. 4th Street, Suite 500, Manhattan, KS 66502

Vendor E-mail Address: accounting@civicplus.com

Vendor Telephone: 785-587-1853

Authorized Company Official's Name: Connie Casper

Signature of Company Official: 

Date: August 3, 2016

## FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

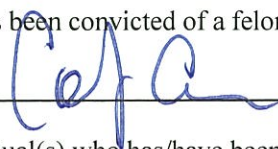
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**Official:** Connie Casper  
**Print Authorized Company Official's Name**

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Authorized Company Official:** \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

**Signature of Authorized Company Official:** 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

**Signature of Authorized Company Official:** \_\_\_\_\_

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: CivicPlus, Inc.

Mailing Address: 302 S. 4th Street, Suite 500

City: Manhattan

State: KS

Zip: 66502

Telephone Number: (785) 587-1853

Fax Number: (785) 587-8951


Email Address: accounting@civicplus.com

Authorized Signature: 

Printed Name: Deb McNew

Position: Executive Vice President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 September 22, 2016  
TIPS Authorized Signature Date

 September 22, 2016  
Approved by Region VIII ESC Date

References
------------

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone	Notes
Woodbridge Township	Woodbridge Township	NJ	Michael Esolada	732-634-4500	TIPS Contract Signed 2/2016
City of Jonesboro	Jonesboro	AR	Erick Woodruff	870-336-7249	TIPS Contract Signed 3/2014
City of Fountain Valley	Fountain Valley	CA	Lee Pratt	714-593-4666	Client Since 2014



<b>Web Hosting, Services or Content Management Pricing</b>
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SERVICES				
Service Name	Description	Hourly Fee	% Discount	TIPS Price
Website Consultant	consulting services	\$149.01	n/a	\$149.01
Project Manager	project development coordination	\$135.86	n/a	\$135.86
Network Consultant	professional services	\$135.86	n/a	\$135.86
Wireless Network Technician	professional services	\$135.86	n/a	\$135.86
Programmer	programming & development	\$131.48	n/a	\$131.48
Graphic Designer	creative design services	\$109.57	n/a	\$109.57
Writer	content creation	\$109.57	n/a	\$109.57
Server & Network Technician	professional services	\$109.57	n/a	\$109.57
Trainer	implementation training	\$109.57	n/a	\$109.57
PC Technician	professional services	\$89.41	n/a	\$89.41
Content Developer	development & migration services	\$80.64	n/a	\$80.64

**Additional Available Items:**

In addition to the fixed price line items quoted, please offer to TIPS a flat minimum discount off OR percentage markup from cost of any item the vendor carries in addition to the line items or available items as of the date of this RFP or may carry in the future, known or unknown.

For example: 10% discount offered on any other products sold by XYZ Company.

Fixed minimum discount offered to TIPS or TIPS member for items offered by vendor, but not itemized in this proposal. Additional deeper discounts may be negotiated by TIPS or TIPS member with awarded vendor at time of purchase depending on item and volume of purchase. If vendor chooses option #2, vendor will have to document the actual cost to the vendor from the source supplier for percentage markup calculation of sales price to TIPS member.

**Please Choose One Of The Two Following Options:**

1. % minimum discount off list, shelf, catalogue or online prices of items not listed in this RFP, but carried for sale by vendor. May be any percentage vendor deems appropriate.

Discount Percentage Here:	7.00%
---------------------------	-------

**OR**

2. % maximum markup of items not listed in this RFP, but carried for sale by vendor. May be any percentage vendor deems appropriate.

Maximum Markup Here:	
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Fayetteville, Arkansas  
Recreation Management Software

**CIVICREC<sup>®</sup>**  
*Presented by:*  
Chelsey McGhee  
Enterprise Account Manager



March 20, 2018

Keith Macedo  
CGCIO Information Technology Director  
Fayetteville, Arkansas

Re: Recreation Management Software

Dear Keith:

How do you meet citizens' expectations of instant access to information with outdated technology and limited resources? As your partner, CivicPlus can help. We are passionate about our mission to help make local government better. You won't simply be getting software; you'll obtain the tools to build a trusted and long-term relationship between you and your citizens. Collaborating with you throughout the process ensures we deliver the solution that is right for Fayetteville Parks and Recreation Department.

The Department is unique with your own set of values and goals. Your solution will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

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

By implementing the CivicRec Recreation Management System (RMS), your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your department works while creating an engaging experience for your citizens.

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

Sincerely,

A handwritten signature in blue ink that reads "Chelsey McGhee".



Chelsey McGhee  
Enterprise Account Manager  
McGhee@civicplus.com  
Direct Line 785-323-1542





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# Executive Summary

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CivicRec is a hosted, web-based application specifically designed to meet the needs of park and recreation departments. Because the system is a Software as a Service (SaaS) solution, it is ready to go off-the-shelf to meet your needs quickly.

We would like to offer Fayetteville the opportunity to access a CivicRec sandbox environment so the Department can experience the product during the software evaluation process. The sandbox will mirror the production environment and will include all CivicRec capabilities. It's important that you understand exactly what you're getting prior to signing up. A CivicRec Implementation Consultant can also be available to ensure you are getting the most out of the sandbox.

# Executive Summary

See what makes the CivicRec Recreation Management Software and CivicPlus client experience exceptional:

- CivicRec has been developed exclusively for parks and recreation departments. It was not designed for another industry and altered to meet your needs. We have the focused vision and strategic direction to specifically cater to the functionality Fayetteville needs most.
- Our solution is a fully mature product; it is not a "framework" or "toolkit" or "vaporware".
- We have a track record of not only supporting our product, but also evolving it, so it consistently stays at the forefront of design, usability, and capability. Please compare the CivicRec solution to other products out there so you get a sense of not only what it does, but also how it feels.
- You can be up and going quickly with our proven implementation process that averages 16 weeks.
- In order to keep our products fresh, CivicRec clients can submit product enhancement requests through an online ticket tracking system. We regularly accept and incorporate client feedback, which benefits our entire user base, at no cost.
- There is no limit to concurrent users—receive the entire system with no user licenses to purchase or update.
- All modules are available to all clients all the time at no additional cost.
- Every software update (product enhancement) is available to all clients at no additional cost. You will always have brand new software!



## CivicRec Modules & Features

Account Management	Facility Reservations	Activity Registration
Membership Management	Point of Sale / Inventory Management	League Management
Mobile Experience	General Admission Ticketing	Financial Accounting / Reporting
Surveys	Mail / SMS Blasts	And more!



# CivicPlus Company Profile

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20+

20+ years of experience  
with a focus to help  
local governments.

250+

250+ employees, many who  
have experience in local  
government organizations.

2,500+

More than 2,500 local  
government clients across  
Canada and the U.S.



7-time Inc. 5000 Honoree



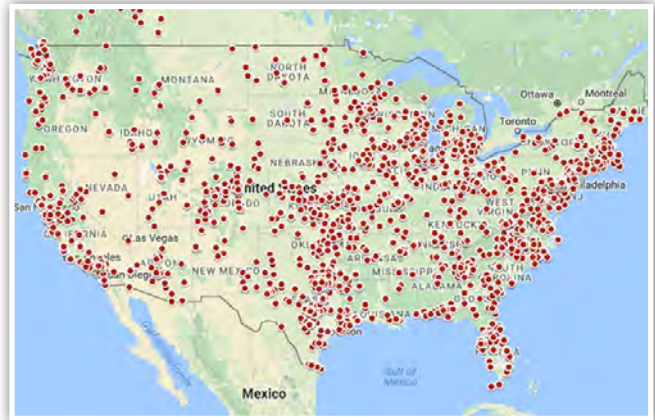
[www.govtech.com/100](http://www.govtech.com/100)



# CivicPlus

## CivicPlus Communities

CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas, by the owner, Ward Morgan. Icon Enterprises officially became a Kansas corporation in 1998. In 2016, the company was renamed CivicPlus, Inc. We've steadily grown over the last 20+ years and our staff of over 250 professionals continue to hone our skills working with municipal organizations across the US and Canada.



CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments.

CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported. Our parks and recreation software has been implemented using hundreds of best practice product suggestions from numerous districts and departments from across the country.

Ultimately, CivicPlus is a company that's about amazing people doing amazing things. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, their 60,000+ internal users and the 60 million online visitors (and counting!).

CivicPlus also offers solutions to meet your website, human resources, mass notification and agenda management needs.

## Company & Contact Information

<b>Contact Information</b> Chelsey McGhee Enterprise Account Manager McGhee@civicplus.com Direct Line 785-323-1542	<b>Legal Name</b> CivicPlus, Inc.	<b>Company Founder</b> Ward Morgan, Owner and Chairman of the Board	<b>Purchasing Vehicles</b> GSA Contract #: GS-35F-0124U TIPS/TAPS Contract #: 2092613zz Interlocal Purchasing
<b>Company Website</b> www.CivicPlus.com	<b>Primary Office</b> 302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free: 888-228-2233 Fax: 785-587-8951	<b>Incorporated in</b> State of Kansas	
		<b>Date Incorporated</b> June 1998	

# Project Team

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From project management to development to training and support, a dedicated project team will assist you throughout the entire process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project and beyond.



## Landon Schenck – General Manager of CivicRec

Landon has over 20 years of software development experience, including developing the CivicRec software from the ground up. Landon manages CivicRec product strategy and overall vision for CivicRec and also continues to personally engage with larger customers during their implementation process.

### Education

BBA in Management Information Systems

### Resume

Software Developer  
General Manager of Recreation Software

### 15+ Years of Experience

IT Consulting  
Product Design & Development  
Custom Software Development



## Allison Hill – Manager of Implementation Teams

Ali leads our Implementation Team. This team oversees all interdepartmental interactions to ensure your staff is excited, your citizens are engaged and your project is developed in a timely manner by professional website experts.

### Education

BA Psychology

### Resume

Project Manager  
80+ Websites  
Content Developer

### 5+ Years of Experience

Project Management  
Customer Service  
Leadership



## Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. He coordinates and manages our in-house experts on the technical aspects of your project. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

### Education

BA Computer Information Systems

### Resume

Chief System Architect  
Information Technology Director

### 18+ Years of Experience

Cyber Security  
Network Infrastructure  
System and Software Architecture



### **Jim Steffensmeier – Manager of Training and Consulting**

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. He will coordinate his team of professionals to deliver the consulting and training services you need to achieve success. All Trainers and Consultants on Jim's team have UI/UX certifications to ensure they deliver the best experience for our endusers.

#### **Education**

MA in Education/Adult Education  
& Training  
BS in Psychology  
AA in Business Management

#### **Resume**

Training  
Consulting

#### **10+ Years of Experience**

Customer Service  
Best Practices & Website Optimization  
US Army Veteran



### **Sumre Amerin – Manager of Account Management**

Upon launch of your project to the public, Sumre will assign an account manager to your account. Your dedicated account manager is a specialized team member that will ensure you stay current on CivicPlus solutions. This individual is your main point of contact and will partner with you to create an on-going strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

#### **Education**

BS in Integrated Services

#### **Resume**

Performance Management  
Consultant  
Sales Manager

#### **5+ Years of Experience**

Leadership  
Customer Service  
Project Management  
Process Improvement



### **Constance Huseth – Manager of Client Support**

Constance Huseth manages the technical support team for all CivicPlus products. Upon launch of your project, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance content and best practices information.

#### **Education**

BA English, Communication

#### **Resume**

Technical Support Specialist  
Documentation and  
Communications Manager

#### **5+ Years of Experience**

Technical Support  
Business Management  
Team Building  
Customer Service

# CivicRec Client Quotes

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“

For participant use, it is the absolute best tool for them to browse through programs, to register, look at available rentals and to access information about times and locations for all programs.

”

Carrollton Parks, Recreation, and Cultural Arts Department,  
Georgia



“

Since we have signed up with REC1 [now CivicRec] our membership, participants, and activities have grown tremendously. I recommend this product to any recreation department that is looking for a change in software management.

”

Hurricane City Recreation, Utah



“

We have had nothing but positive feedback from staff and clients on the ease of registering since making the change two years ago. Again, thank you for all your help and support, and looking forward to the future enhancements as they are released.

”

City of Kerman, California



# CivicRec RMS

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

Not only will you be able to do business more efficiently now, CivicRec is fully scalable to allow for future growth. And because all CivicRec functions are easily deployed to other areas of the Department you won't need to look anywhere else to round out your RMS needs.



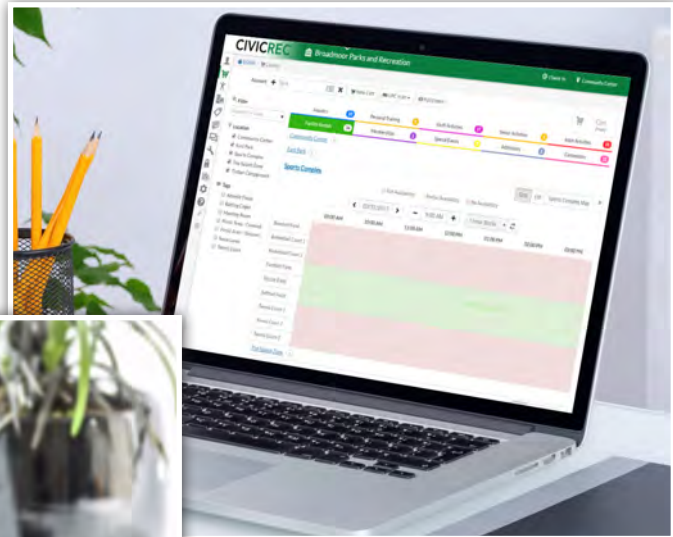
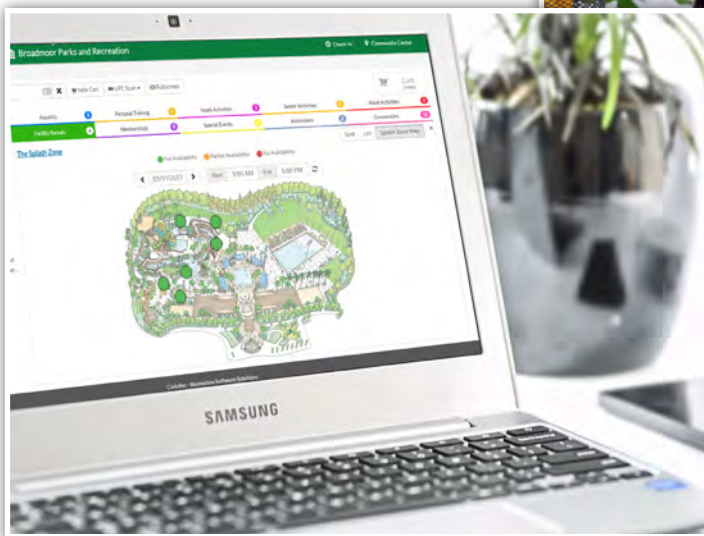
# Features & Functionality

## Modules

### Facility Reservations (Online and In-House)

All facility functions in CivicRec are completely integrated. Generate and email complex permits, schedule programs, take in-house and online reservations, and schedule leagues and meetings - all without fear of double bookings! Grid views and map based bookings also make campsite reservations a breeze.

- Master calendar for a quick and easy way to view facility availability
- Rentals or admin reservations
- Reservations for scheduled activities such as head-to-head league games
- Waivers, prompts, and forms
- Recurring bookings
- Quickly adjustable rentals
- Easy and refundable deposit tracking

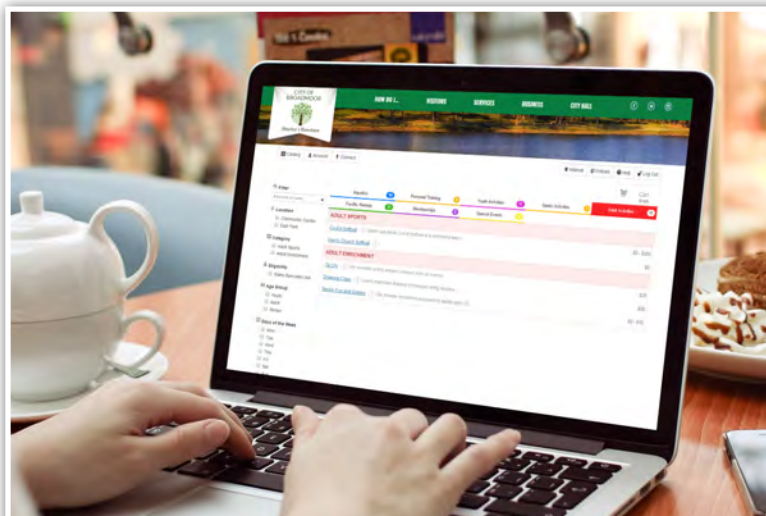
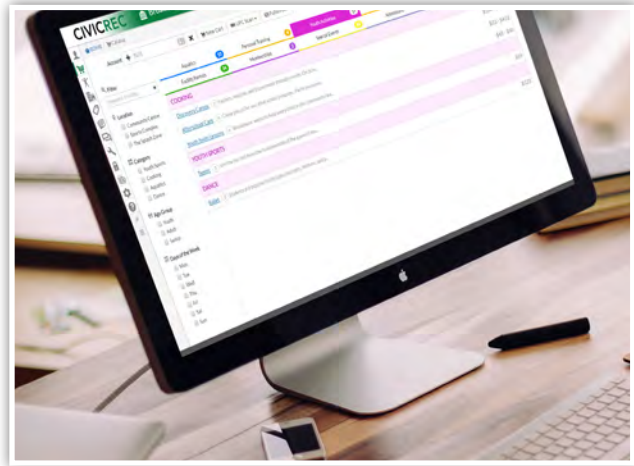


# Features & Functionality

## Activity Registration (Online and In-House)

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors with the Activity Registration module. Easily take registrations in-house or allow your public to register on the device of their choice, including mobile. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

- Register multiple household members at once
- Merchant account integration
- Branded receipts
- Receipts and permits emailed after checkout
- In-house Staff (with permissions) can alter fees, pro-rate, and leave balances
- In-house payments can be spread across multiple payment types
- Registrations accepted securely through the web
- Resident/non-resident determination
- Online registration page styled to match department website
- Social networking integration
- Pay balances online
- Volunteer Management



# Features & Functionality

## Membership Management

Customer Management in CivicRec is particularly easy. Associate photos and avatars with users for use on membership cards and system profiles. Staff can see a history of all of the account's transactions. Leave credit/debit cards on file for future and recurring payments. Perform other functions like sending invoices, merging accounts, and more.



Easily sell memberships and punch cards, take photos of members, print cards or associate barcode key tags, and check people into a facility. CivicRec will even help you auto-bill your members to ensure everyone stays paid and current.

## Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

- Manage product categories
- Flexible pricing
- Touch screen friendly
- Cash drawer and receipt printer interface
- Single checkout experience with program registrations and facility rentals
- Multi-level tax support
- Tax can be included in the price or tacked onto total
- Inventory management





# Features & Functionality

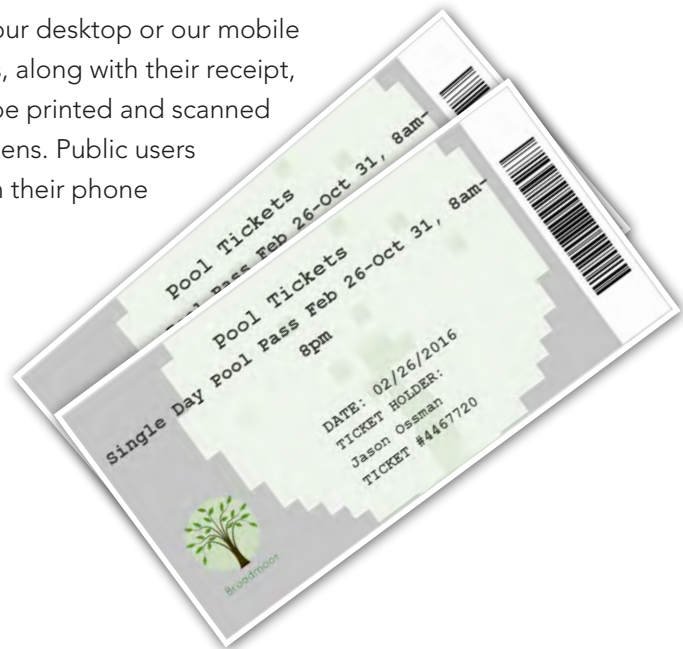
## League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Public facing “Scores and Schedules” pages can be linked to directly from your website so that your public always has up to date information about their leagues. Including an exciting “Parent/Player Portal” that will make it even easier for participants to follow their leagues.

- Team or individual signup
- Assessments
- Auto-scheduling with drag-and-drop adjustments
- Drag-and-drop drafting
- Enter in game results
- Schedules, scores, and standings available by link from your website

## Ticketing

Easily generate tickets for events either through our desktop or our mobile experience. Public users receive additional pages, along with their receipt, that contain their tickets. Those tickets can then be printed and scanned into our mobile check-in or desktop check-in screens. Public users may also prefer to simply show the ticket code on their phone display instead of printing.



# Features & Functionality

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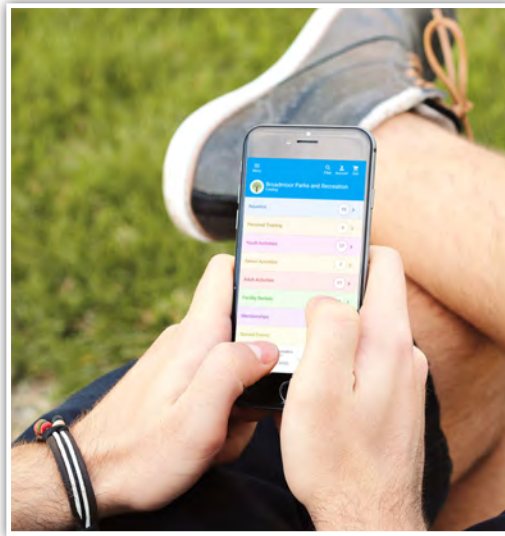
## Additional Functionality

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### Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. The mobile experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. We always try to adhere to industry standards to ensure access by all customer populations.

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



### Surveys

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

### Email / SMS Blasts

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

# Features & Functionality

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## Reporting / Financial Accounting

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

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

## Merchant Options / Credit Card Processing

CivicRec has multiple credit card processing options. CivicRec can serve as the merchant gateway of record for credit card processing. A percentage + transaction fee (3% + \$0.30 per transaction) applies. This is separate from the annual maintenance and support fee.

Alternatively, we can integrate with other merchant gateway providers if a client desires to use its own merchant account. CivicRec can provide access to an approved merchant gateway vendor (additional fees apply). If, however, your preferred merchant gateway is not on our list of approved vendors, additional development time would be required. We would scope the work and estimate the time and amount of such integration, which would be agreed upon prior to starting any work.

## Hardware Compatibility

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



# Implementation Plan

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A dedicated project team will assist you throughout our proven development process to ensure the CivicRec solution achieves your vision of success and delivers you complete satisfaction - guaranteed.

# Sample Project Plan

The following is a simplified, example project plan. Upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to the Department.

Phase 0	
Project Kick-Off Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff and your Implementation Consultant	
Phase 1	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website & complete round 2 imports
Phase 3	
Facilities / Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5	
System Preparation For Launch	Go Live & Sign Off
Project check in meeting to discuss preparation for Go Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Account Manager

# Project Approach

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## Implementation Consultant

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

Your Implementation Consultant will be available to offer guidance and best practice guidelines for operating the CivicRec RMS. Our Implementation Consultants have assisted hundreds of clients in configuring their systems. They are often able to share tips and advice on how to make CivicRec work more efficiently for the Department and its public.

## Project Timeline

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CivicRec can begin your project as soon as contract signature is complete. The start date is driven by your preference, and we can add specific dates to your project plan once you confirm a start date. Provided is an illustrative development timeline for Fayetteville. Our average implementation timeframe is 16 weeks. A CivicRec implementation is not complicated with our comprehensive base products and minimal customization requests.

If the Department has implementation, training, or integration needs that require a longer timeframe, we're happy to adjust accordingly. These customizations, as well as your own scheduling needs, will factor into the final implementation schedule and may extend your Go Live date.

During the 16-week implementation period, Fayetteville and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. The Department will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and the Department will ensure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should the Department desire.

# Project Approach

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## Training Plan

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We recommend a train-the-user approach in most cases with hands-on training for participants. Users learn the system much more quickly when they're entering actual data during the training sessions. CivicRec offers web-based training as well as on-site training.

Twelve hours of web-based training and two (2) days on on-site training is estimated for this project. The final training plan will be customized to meet your specific needs. We typically break training up by our modules (Registration, POS, Rentals, Reporting, etc.). Sometimes a client may instead ask for training according to job role, which can easily be done. Classes with more than 20 users tend to lose their effectiveness. We will also make sure any of your last minute questions are answered before Go Live.

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

# Optional Project Enhancements

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## Data Imports

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CivicRec can import content from your current database, including future bookings and active memberships. After a more detailed discussion with the Department, we can recommend options for extracting and saving data from your current database. If you desire CivicRec to import your data, leveraging our custom developed scripts and libraries to import your data, additional fees may apply.

## Integration Development

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CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Fayetteville may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- CivicRec can provide integration to your selected payment gateway (for credit card processing).
- CivicRec can also produce a GL extract compatible with your financial system. We have interfaced with a number of different systems and are confident that we can produce a file compatible with yours.
- CivicRec can integrate with GIS systems for purposes of local resident determination.

## System Customizations

---

CivicRec is ready to go off the shelf. In some situations, our clients have asked for either software enhancements or for custom code specific to their needs. If customizations are requested, we will work with you to fully understand your requirements prior to beginning work. Once scope and price have been agreed upon, our staff will begin your custom project. If the Department wishes to test the custom code changes, then we will provide a testing environment in which you can review the new functionality and provide sign-off prior to moving the code to production.



# Your Role

---

CivicRec will work with a single point of contact from Fayetteville. The Department should consider the following roles for a successful implementation team.

ROLE	RESPONSIBILITIES
Project Executive	Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.
Project Manager	Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.
Lead Staff	Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.
Frontline Staff	Acts as end users of the system and will participate in end user training sessions.
Information Technology	Coordinates with CivicRec on any technical aspects of the system and transfer of data.
Finance	Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.
Marketing	Identifies and communicates rollout and adoption process both internally and to the public.



# Support, Hosting & Security

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You are now a part of the CivicPlus family and will continue to receive both technical and consultative support from our Support and Account Management teams.

# Ongoing Services

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## Support

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CivicRec is an internet-based, fully hosted software solution. We will handle all of the server-side maintenance, backups, replication, PCI compliance, fixes, patches, and software upgrades. All maintenance, hosting, and product upgrades are included at no additional cost within the annual maintenance and support fee.

CivicRec processes standard support requests from 7am-7pm Eastern, Monday-Friday (excluding holidays). Emergency support is offered 24/7.

CivicRec will provide a toll free number and online chat support, as well as an online support system for users to submit software issues or requested enhancements. For emergencies, users may either call CivicRec or enter an emergency ticket into the system. Emergency tickets include any CivicRec issue that is causing a disruption to your ability to use our system (i.e., the website is down). These issues are addressed immediately. Additionally, CivicRec is available to be on site with you when needed (travel expenses may be incurred).

CivicRec also maintains a product Help Center where users can review articles, User Guides, FAQ's, and can get tips on best practices. The Help Center is also where we store Release Notes and our community for enhancement suggestions.



I'd have to say my favorite part of CivicRec is the service. Sometimes I encounter something I just can't figure out and CivicRec is always there with a solution. They respond quickly and thoroughly.

Client review from Capterra [www.capterra.com/parks-and-recreation-software/](http://www.capterra.com/parks-and-recreation-software/)



## Dedicated Account Management

---

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon Go Live, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new RMS. Your account manager will help you keep up on new CivicPlus products and optimize your system.

# Release / Upgrade Schedule

---

CivicRec currently utilizes a monthly release schedule. You can expect to receive an average of one new feature per month. We also try to release a new major module quarterly. If bugs are identified, those are “hotfixed” into production and do not await our standard release dates.

CivicRec is an SaaS solution and all customers are on the same code base. Product enhancements are provided on an ongoing basis to our clients at no additional charge. Many, if not most, of these enhancements originated from a customer enhancement request that was applied to the base product and made available to all CivicRec customers.

System changes are communicated via our website (users will see a notice upon login). For major changes that may require additional staff training (e.g., a brand new module is being released), we will notify Fayetteville in advance and schedule the rollout with you as appropriate.

We base our roadmap on requests from our customers as well as on our own internal product goals. We maintain a roadmap request system that allows for customers to request changes and to up/down vote ideas that are under consideration.

# PCI Compliance

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For credit card security, CivicRec is certified as PCI SAQ-D (Service Provider) compliant. We maintain PCI compliance through an Approved Scanning Vendor (ControlScan). We are scanned monthly and provided a quarterly certificate of compliance. Our customers are provided a copy of that certificate for use in their own PCI Compliance.

We also try – when possible – to take CivicRec (and you) completely out of PCI scope by leveraging “hosted” payment pages when available. Many payment gateways have payment forms that can be embedded within CivicRec (or that the browser can be redirected to) that ensure card data never touches the CivicRec servers. Instead, the card data is keyed directly into the payment gateway’s form, and CivicRec simply receives a notification that the payment was successfully made.

# Hosting & Security

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## Data Center / Security

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

Methods include:

- Physical security at our Tier III data centers (Coders, TelX, and Rackspace)
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

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

For user security, CivicRec will assist the Department in configuring user levels and assigning users to those groups. Thousands of permissions can then be configured on a group by group basis. Most permissions apply on individual pages, but some also apply to specific functions within a page (buttons, fields, etc). CivicRec will guide you through this process as part of Training & Implementation.

## Disaster Recovery / Redundancy

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

## Data Backup and Archive

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Fayetteville can export data as needed in the standard reporting tool. CivicRec discuss with the Department how to address any elevated data retention requirements if needed. Professional Services fees may apply to custom configurations/capabilities. CivicRec utilizes local, replicated servers to ensure copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. We also have a process that encrypts backups multiple times per day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.





Fayetteville, Arkansas  
Recreation Management Software

**CIVICREC<sup>®</sup>**  
*Presented by:*  
Chelsey McGhee  
Enterprise Account Manager





March 20, 2018

Keith Macedo  
CGCIO Information Technology Director  
Fayetteville, Arkansas

Re: Recreation Management Software

Dear Keith:

How do you meet citizens' expectations of instant access to information with outdated technology and limited resources? As your partner, CivicPlus can help. We are passionate about our mission to help make local government better. You won't simply be getting software; you'll obtain the tools to build a trusted and long-term relationship between you and your citizens. Collaborating with you throughout the process ensures we deliver the solution that is right for Fayetteville Parks and Recreation Department.

The Department is unique with your own set of values and goals. Your solution will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

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

By implementing the CivicRec Recreation Management System (RMS), your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your department works while creating an engaging experience for your citizens.

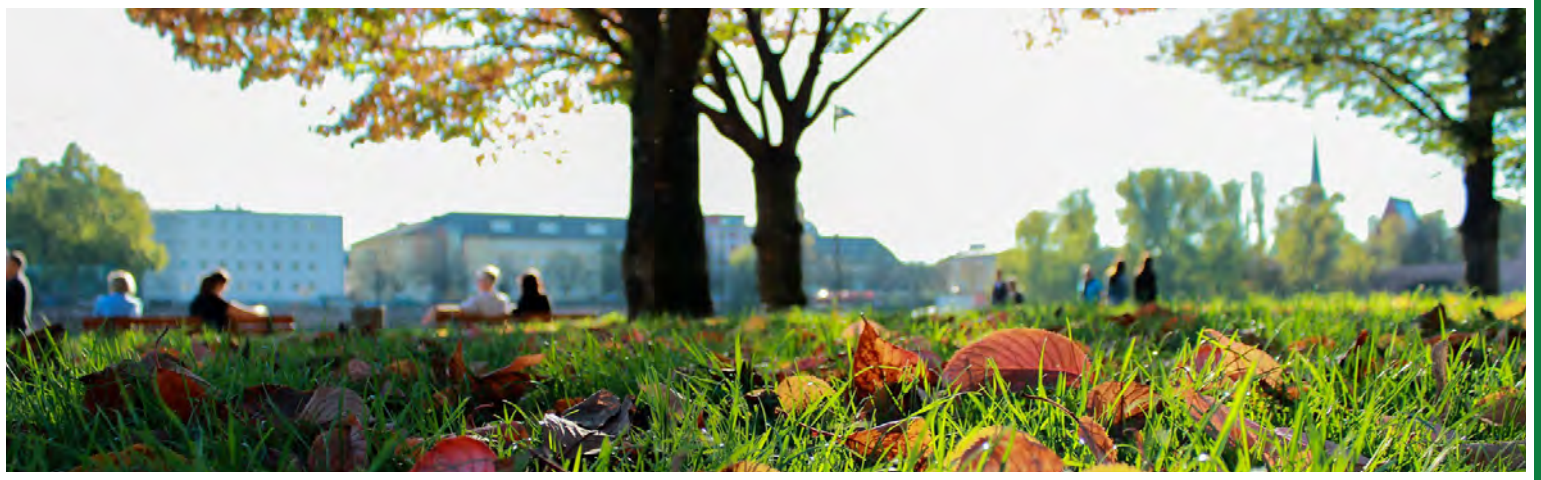
A Fayetteville Parks and Recreation Department and CivicPlus partnership will save you time and money with a solution for your community to find what they need, when they need it.

Sincerely,

A handwritten signature in blue ink that reads "Chelsey McGhee".



Chelsey McGhee  
Enterprise Account Manager  
McGhee@civicplus.com  
Direct Line 785-323-1542



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# Executive Summary

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CivicRec is a hosted, web-based application specifically designed to meet the needs of park and recreation departments. Because the system is a Software as a Service (SaaS) solution, it is ready to go off-the-shelf to meet your needs quickly.

We would like to offer Fayetteville the opportunity to access a CivicRec sandbox environment so the Department can experience the product during the software evaluation process. The sandbox will mirror the production environment and will include all CivicRec capabilities. It's important that you understand exactly what you're getting prior to signing up. A CivicRec Implementation Consultant can also be available to ensure you are getting the most out of the sandbox.

# Executive Summary

See what makes the CivicRec Recreation Management Software and CivicPlus client experience exceptional:

- CivicRec has been developed exclusively for parks and recreation departments. It was not designed for another industry and altered to meet your needs. We have the focused vision and strategic direction to specifically cater to the functionality Fayetteville needs most.
- Our solution is a fully mature product; it is not a "framework" or "toolkit" or "vaporware".
- We have a track record of not only supporting our product, but also evolving it, so it consistently stays at the forefront of design, usability, and capability. Please compare the CivicRec solution to other products out there so you get a sense of not only what it does, but also how it feels.
- You can be up and going quickly with our proven implementation process that averages 16 weeks.
- In order to keep our products fresh, CivicRec clients can submit product enhancement requests through an online ticket tracking system. We regularly accept and incorporate client feedback, which benefits our entire user base, at no cost.
- There is no limit to concurrent users—receive the entire system with no user licenses to purchase or update.
- All modules are available to all clients all the time at no additional cost.
- Every software update (product enhancement) is available to all clients at no additional cost. You will always have brand new software!



## CivicRec Modules & Features

Account Management	Facility Reservations	Activity Registration
Membership Management	Point of Sale / Inventory Management	League Management
Mobile Experience	General Admission Ticketing	Financial Accounting / Reporting
Surveys	Mail / SMS Blasts	And more!





# CivicPlus Company Profile

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20+

20+ years of experience  
with a focus to help  
local governments.

250+

250+ employees, many who  
have experience in local  
government organizations.

2,500+

More than 2,500 local  
government clients across  
Canada and the U.S.



7-time Inc. 5000 Honoree

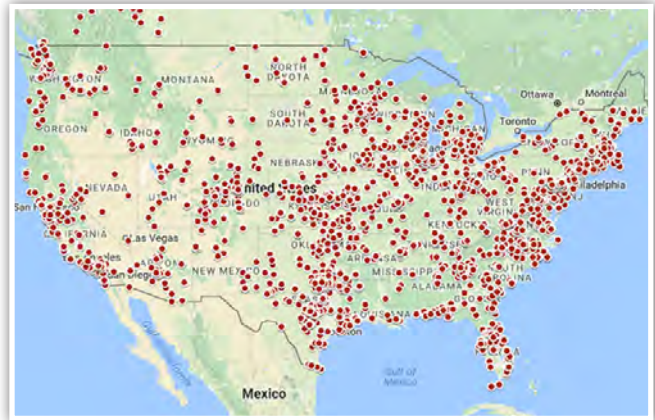


[www.govtech.com/100](http://www.govtech.com/100)

# CivicPlus

## CivicPlus Communities

CivicPlus' focus to help local governments work better and engage their citizens through their web environment began in 1994 in Manhattan, Kansas, by the owner, Ward Morgan. Icon Enterprises officially became a Kansas corporation in 1998. In 2016, the company was renamed CivicPlus, Inc. We've steadily grown over the last 20+ years and our staff of over 250 professionals continue to hone our skills working with municipal organizations across the US and Canada.



CivicRec, a CivicPlus company, has 10+ years of experience and is designed specifically to meet the needs of municipal parks and recreation departments.

CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported. Our parks and recreation software has been implemented using hundreds of best practice product suggestions from numerous districts and departments from across the country.

Ultimately, CivicPlus is a company that's about amazing people doing amazing things. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients, their 60,000+ internal users and the 60 million online visitors (and counting!).

CivicPlus also offers solutions to meet your website, human resources, mass notification and agenda management needs.

## Company & Contact Information

<b>Contact Information</b> Chelsey McGhee Enterprise Account Manager McGhee@civicplus.com Direct Line 785-323-1542	<b>Legal Name</b> CivicPlus, Inc.	<b>Company Founder</b> Ward Morgan, Owner and Chairman of the Board	<b>Purchasing Vehicles</b> GSA Contract #: GS-35F-0124U TIPS/TAPS Contract #: 2092613zz Interlocal Purchasing
<b>Company Website</b> www.CivicPlus.com	<b>Primary Office</b> 302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free: 888-228-2233 Fax: 785-587-8951	<b>Incorporated in</b> State of Kansas	
		<b>Date Incorporated</b> June 1998	



# Project Team

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From project management to development to training and support, a dedicated project team will assist you throughout the entire process to ensure your project's success and your complete satisfaction. Our expert project leaders will coordinate your needs with qualified specialists who will work directly with you throughout your project and beyond.



## Landon Schenck – General Manager of CivicRec

Landon has over 20 years of software development experience, including developing the CivicRec software from the ground up. Landon manages CivicRec product strategy and overall vision for CivicRec and also continues to personally engage with larger customers during their implementation process.

### Education

BBA in Management Information Systems

### Resume

Software Developer  
General Manager of Recreation Software

### 15+ Years of Experience

IT Consulting  
Product Design & Development  
Custom Software Development



## Allison Hill – Manager of Implementation Teams

Ali leads our Implementation Team. This team oversees all interdepartmental interactions to ensure your staff is excited, your citizens are engaged and your project is developed in a timely manner by professional website experts.

### Education

BA Psychology

### Resume

Project Manager  
80+ Websites  
Content Developer

### 5+ Years of Experience

Project Management  
Customer Service  
Leadership



## Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. He coordinates and manages our in-house experts on the technical aspects of your project. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

### Education

BA Computer Information Systems

### Resume

Chief System Architect  
Information Technology Director

### 18+ Years of Experience

Cyber Security  
Network Infrastructure  
System and Software Architecture



### **Jim Steffensmeier – Manager of Training and Consulting**

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. He will coordinate his team of professionals to deliver the consulting and training services you need to achieve success. All Trainers and Consultants on Jim's team have UI/UX certifications to ensure they deliver the best experience for our endusers.

#### **Education**

MA in Education/Adult Education  
& Training  
BS in Psychology  
AA in Business Management

#### **Resume**

Training  
Consulting

#### **10+ Years of Experience**

Customer Service  
Best Practices & Website Optimization  
US Army Veteran



### **Sumre Amerin – Manager of Account Management**

Upon launch of your project to the public, Sumre will assign an account manager to your account. Your dedicated account manager is a specialized team member that will ensure you stay current on CivicPlus solutions. This individual is your main point of contact and will partner with you to create an on-going strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

#### **Education**

BS in Integrated Services

#### **Resume**

Performance Management  
Consultant  
Sales Manager

#### **5+ Years of Experience**

Leadership  
Customer Service  
Project Management  
Process Improvement



### **Constance Huseth – Manager of Client Support**

Constance Huseth manages the technical support team for all CivicPlus products. Upon launch of your project, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance content and best practices information.

#### **Education**

BA English, Communication

#### **Resume**

Technical Support Specialist  
Documentation and  
Communications Manager

#### **5+ Years of Experience**

Technical Support  
Business Management  
Team Building  
Customer Service

# CivicRec Client Quotes

---



“

For participant use, it is the absolute best tool for them to browse through programs, to register, look at available rentals and to access information about times and locations for all programs.

”

Carrollton Parks, Recreation, and Cultural Arts Department,  
Georgia



“

Since we have signed up with REC1 [now CivicRec] our membership, participants, and activities have grown tremendously. I recommend this product to any recreation department that is looking for a change in software management.

”

Hurricane City Recreation, Utah



“

We have had nothing but positive feedback from staff and clients on the ease of registering since making the change two years ago. Again, thank you for all your help and support, and looking forward to the future enhancements as they are released.

”

City of Kerman, California



# CivicRec RMS

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

Not only will you be able to do business more efficiently now, CivicRec is fully scalable to allow for future growth. And because all CivicRec functions are easily deployed to other areas of the Department you won't need to look anywhere else to round out your RMS needs.

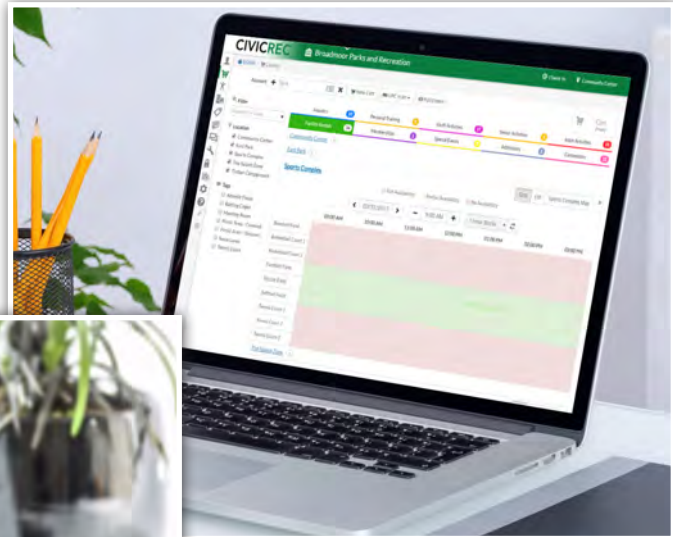
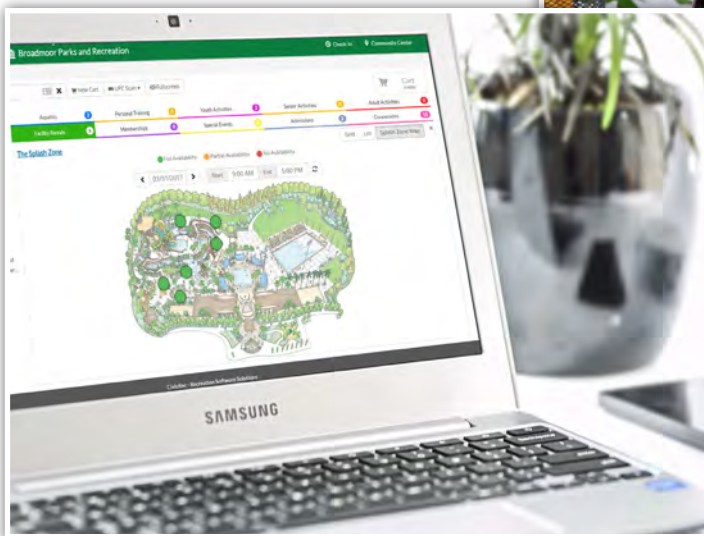
# Features & Functionality

## Modules

### Facility Reservations (Online and In-House)

All facility functions in CivicRec are completely integrated. Generate and email complex permits, schedule programs, take in-house and online reservations, and schedule leagues and meetings - all without fear of double bookings! Grid views and map based bookings also make campsite reservations a breeze.

- Master calendar for a quick and easy way to view facility availability
- Rentals or admin reservations
- Reservations for scheduled activities such as head-to-head league games
- Waivers, prompts, and forms
- Recurring bookings
- Quickly adjustable rentals
- Easy and refundable deposit tracking



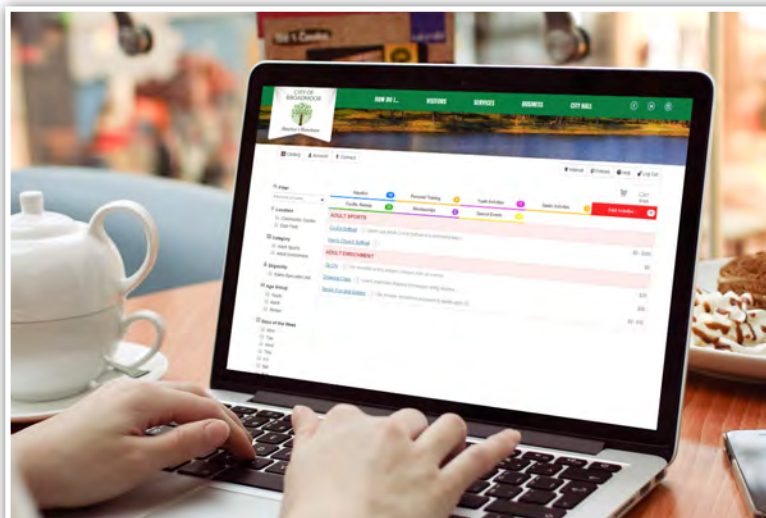
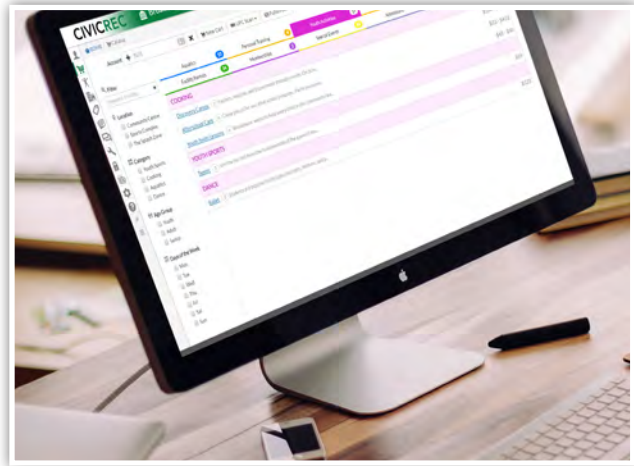


# Features & Functionality

## Activity Registration (Online and In-House)

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors with the Activity Registration module. Easily take registrations in-house or allow your public to register on the device of their choice, including mobile. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

- Register multiple household members at once
- Merchant account integration
- Branded receipts
- Receipts and permits emailed after checkout
- In-house Staff (with permissions) can alter fees, pro-rate, and leave balances
- In-house payments can be spread across multiple payment types
- Registrations accepted securely through the web
- Resident/non-resident determination
- Online registration page styled to match department website
- Social networking integration
- Pay balances online
- Volunteer Management



# Features & Functionality

## Membership Management

Customer Management in CivicRec is particularly easy. Associate photos and avatars with users for use on membership cards and system profiles. Staff can see a history of all of the account's transactions. Leave credit/debit cards on file for future and recurring payments. Perform other functions like sending invoices, merging accounts, and more.



Easily sell memberships and punch cards, take photos of members, print cards or associate barcode key tags, and check people into a facility. CivicRec will even help you auto-bill your members to ensure everyone stays paid and current.

## Point of Sale

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

- Manage product categories
- Flexible pricing
- Touch screen friendly
- Cash drawer and receipt printer interface
- Single checkout experience with program registrations and facility rentals
- Multi-level tax support
- Tax can be included in the price or tacked onto total
- Inventory management





# Features & Functionality

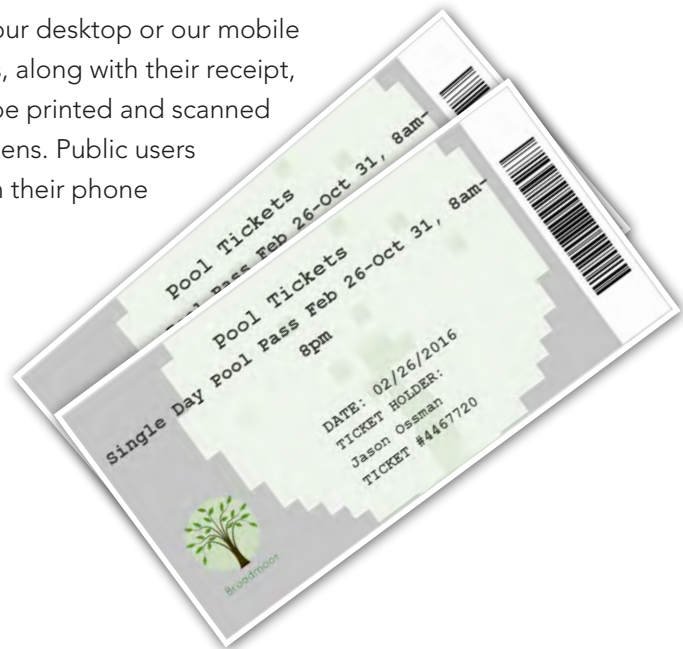
## League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules. Public facing “Scores and Schedules” pages can be linked to directly from your website so that your public always has up to date information about their leagues. Including an exciting “Parent/Player Portal” that will make it even easier for participants to follow their leagues.

- Team or individual signup
- Assessments
- Auto-scheduling with drag-and-drop adjustments
- Drag-and-drop drafting
- Enter in game results
- Schedules, scores, and standings available by link from your website

## Ticketing

Easily generate tickets for events either through our desktop or our mobile experience. Public users receive additional pages, along with their receipt, that contain their tickets. Those tickets can then be printed and scanned into our mobile check-in or desktop check-in screens. Public users may also prefer to simply show the ticket code on their phone display instead of printing.



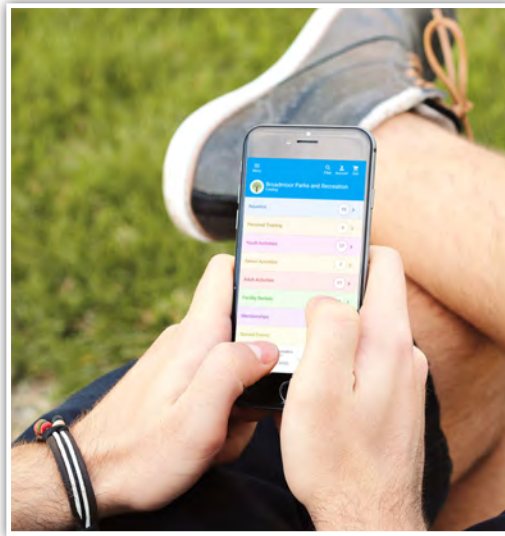
# Features & Functionality

## Additional Functionality

### Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they're used to experiencing on their desktops. The mobile experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. We always try to adhere to industry standards to ensure access by all customer populations.

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



### Surveys

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

### Email / SMS Blasts

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

# Features & Functionality

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## Reporting / Financial Accounting

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

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

## Merchant Options / Credit Card Processing

CivicRec has multiple credit card processing options. CivicRec can serve as the merchant gateway of record for credit card processing. A percentage + transaction fee (3% + \$0.30 per transaction) applies. This is separate from the annual maintenance and support fee.

Alternatively, we can integrate with other merchant gateway providers if a client desires to use its own merchant account. CivicRec can provide access to an approved merchant gateway vendor (additional fees apply). If, however, your preferred merchant gateway is not on our list of approved vendors, additional development time would be required. We would scope the work and estimate the time and amount of such integration, which would be agreed upon prior to starting any work.

## Hardware Compatibility

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



# Implementation Plan

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A dedicated project team will assist you throughout our proven development process to ensure the CivicRec solution achieves your vision of success and delivers you complete satisfaction - guaranteed.

# Sample Project Plan

The following is a simplified, example project plan. Upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to the Department.

Phase 0	
Project Kick-Off Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff and your Implementation Consultant	
Phase 1	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website & complete round 2 imports
Phase 3	
Facilities / Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5	
System Preparation For Launch	Go Live & Sign Off
Project check in meeting to discuss preparation for Go Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Account Manager

# Project Approach

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## Implementation Consultant

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

Your Implementation Consultant will be available to offer guidance and best practice guidelines for operating the CivicRec RMS. Our Implementation Consultants have assisted hundreds of clients in configuring their systems. They are often able to share tips and advice on how to make CivicRec work more efficiently for the Department and its public.

## Project Timeline

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CivicRec can begin your project as soon as contract signature is complete. The start date is driven by your preference, and we can add specific dates to your project plan once you confirm a start date. Provided is an illustrative development timeline for Fayetteville. Our average implementation timeframe is 16 weeks. A CivicRec implementation is not complicated with our comprehensive base products and minimal customization requests.

If the Department has implementation, training, or integration needs that require a longer timeframe, we're happy to adjust accordingly. These customizations, as well as your own scheduling needs, will factor into the final implementation schedule and may extend your Go Live date.

During the 16-week implementation period, Fayetteville and CivicRec will work together to import and/or configure production data, develop and test integration to third party systems, and complete system training with your lead and frontline staff. The Department will also have begun your marketing promotion for the new site and online registration. After front line training is complete, CivicRec will complete a final data import (if required) and the Department will ensure the site is fully configured and ready for launch. Once you have indicated a Go for launch, you will place a new link on your site which will redirect your customers to CivicRec. During this time, CivicRec is available to be on site with you or can be available remotely for immediate assistance should the Department desire.



# Project Approach

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## Training Plan

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We recommend a train-the-user approach in most cases with hands-on training for participants. Users learn the system much more quickly when they're entering actual data during the training sessions. CivicRec offers web-based training as well as on-site training.

Twelve hours of web-based training and two (2) days on on-site training is estimated for this project. The final training plan will be customized to meet your specific needs. We typically break training up by our modules (Registration, POS, Rentals, Reporting, etc.). Sometimes a client may instead ask for training according to job role, which can easily be done. Classes with more than 20 users tend to lose their effectiveness. We will also make sure any of your last minute questions are answered before Go Live.

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

# Optional Project Enhancements

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## Data Imports

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CivicRec can import content from your current database, including future bookings and active memberships. After a more detailed discussion with the Department, we can recommend options for extracting and saving data from your current database. If you desire CivicRec to import your data, leveraging our custom developed scripts and libraries to import your data, additional fees may apply.

## Integration Development

---

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Fayetteville may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- CivicRec can provide integration to your selected payment gateway (for credit card processing).
- CivicRec can also produce a GL extract compatible with your financial system. We have interfaced with a number of different systems and are confident that we can produce a file compatible with yours.
- CivicRec can integrate with GIS systems for purposes of local resident determination.

## System Customizations

---

CivicRec is ready to go off the shelf. In some situations, our clients have asked for either software enhancements or for custom code specific to their needs. If customizations are requested, we will work with you to fully understand your requirements prior to beginning work. Once scope and price have been agreed upon, our staff will begin your custom project. If the Department wishes to test the custom code changes, then we will provide a testing environment in which you can review the new functionality and provide sign-off prior to moving the code to production.

# Your Role

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CivicRec will work with a single point of contact from Fayetteville. The Department should consider the following roles for a successful implementation team.

ROLE	RESPONSIBILITIES
Project Executive	Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalation, and acts as project champion.
Project Manager	Works closely with the CivicRec Implementation Consultant to facilitate the execution of project activities and logistics. Organizes training for recreation staff, front desk, supervisors, and managers.
Lead Staff	Activity managers and facility managers within parks and recreation who will be doing the primary configuration and setup within the CivicRec system.
Frontline Staff	Acts as end users of the system and will participate in end user training sessions.
Information Technology	Coordinates with CivicRec on any technical aspects of the system and transfer of data.
Finance	Coordinates the payment gateway integration and works with CivicRec to properly configure the necessary accounting setup.
Marketing	Identifies and communicates rollout and adoption process both internally and to the public.



# Support, Hosting & Security

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You are now a part of the CivicPlus family and will continue to receive both technical and consultative support from our Support and Account Management teams.

# Ongoing Services

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## Support

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CivicRec is an internet-based, fully hosted software solution. We will handle all of the server-side maintenance, backups, replication, PCI compliance, fixes, patches, and software upgrades. All maintenance, hosting, and product upgrades are included at no additional cost within the annual maintenance and support fee.

CivicRec processes standard support requests from 7am-7pm Eastern, Monday-Friday (excluding holidays). Emergency support is offered 24/7.

CivicRec will provide a toll free number and online chat support, as well as an online support system for users to submit software issues or requested enhancements. For emergencies, users may either call CivicRec or enter an emergency ticket into the system. Emergency tickets include any CivicRec issue that is causing a disruption to your ability to use our system (i.e., the website is down). These issues are addressed immediately. Additionally, CivicRec is available to be on site with you when needed (travel expenses may be incurred).

CivicRec also maintains a product Help Center where users can review articles, User Guides, FAQ's, and can get tips on best practices. The Help Center is also where we store Release Notes and our community for enhancement suggestions.



I'd have to say my favorite part of CivicRec is the service. Sometimes I encounter something I just can't figure out and CivicRec is always there with a solution. They respond quickly and thoroughly.

Client review from Capterra [www.capterra.com/parks-and-recreation-software/](http://www.capterra.com/parks-and-recreation-software/)



## Dedicated Account Management

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CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon Go Live, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new RMS. Your account manager will help you keep up on new CivicPlus products and optimize your system.

# Release / Upgrade Schedule

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CivicRec currently utilizes a monthly release schedule. You can expect to receive an average of one new feature per month. We also try to release a new major module quarterly. If bugs are identified, those are “hotfixed” into production and do not await our standard release dates.

CivicRec is an SaaS solution and all customers are on the same code base. Product enhancements are provided on an ongoing basis to our clients at no additional charge. Many, if not most, of these enhancements originated from a customer enhancement request that was applied to the base product and made available to all CivicRec customers.

System changes are communicated via our website (users will see a notice upon login). For major changes that may require additional staff training (e.g., a brand new module is being released), we will notify Fayetteville in advance and schedule the rollout with you as appropriate.

We base our roadmap on requests from our customers as well as on our own internal product goals. We maintain a roadmap request system that allows for customers to request changes and to up/down vote ideas that are under consideration.

# PCI Compliance

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For credit card security, CivicRec is certified as PCI SAQ-D (Service Provider) compliant. We maintain PCI compliance through an Approved Scanning Vendor (ControlScan). We are scanned monthly and provided a quarterly certificate of compliance. Our customers are provided a copy of that certificate for use in their own PCI Compliance.

We also try – when possible – to take CivicRec (and you) completely out of PCI scope by leveraging “hosted” payment pages when available. Many payment gateways have payment forms that can be embedded within CivicRec (or that the browser can be redirected to) that ensure card data never touches the CivicRec servers. Instead, the card data is keyed directly into the payment gateway’s form, and CivicRec simply receives a notification that the payment was successfully made.



# Hosting & Security

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## Data Center / Security

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

Methods include:

- Physical security at our Tier III data centers (Coders, TelX, and Rackspace)
- Server firewalls
- Anti-virus scanning
- IP logging and filtering
- Application security monitoring

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

For user security, CivicRec will assist the Department in configuring user levels and assigning users to those groups. Thousands of permissions can then be configured on a group by group basis. Most permissions apply on individual pages, but some also apply to specific functions within a page (buttons, fields, etc). CivicRec will guide you through this process as part of Training & Implementation.

## Disaster Recovery / Redundancy

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

## Data Backup and Archive

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Fayetteville can export data as needed in the standard reporting tool. CivicRec discuss with the Department how to address any elevated data retention requirements if needed. Professional Services fees may apply to custom configurations/capabilities. CivicRec utilizes local, replicated servers to ensure copies of data, software, and files are always available and up to date. These servers can be rolled over in the event of hardware failure or other local issues. We also have a process that encrypts backups multiple times per day and sends them off site for purposes of disaster recovery. This process ensures that we can reconstitute our entire product and underlying data structure with limited downtime and loss of data.