

**CONTRACT FOR
FULLY HOSTED PARKS RESERVATION SYSTEM AND SERVICES BY
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this ____ day of October, 2012, by and between the COUNTY OF SAN LUIS OBISPO, a public entity in the State of California (hereinafter referred to as "County", "County Parks" or "Parks") and Art Street Interactive, Inc. (hereinafter referred to as "Contractor".)

WITNESSETH

WHEREAS, the County has need for special services and advice in technical services related to the initialization of database set up and all standard functionality work, completion of customization work items and completion of all flash map creation and operation work of a fully hosted Parks Reservation System; and

WHEREAS, Contractor is specially trained, experienced, expert and competent to perform such special services.

NOW THEREFORE, the parties mutually agree as follows:

- 1. Scope of Services.** Contractor shall provide a solution for the purpose of automating the County's Parks Reservation System. The solution shall be 100% web based, fully hosted by the Contractor, and shall include all of the following functionality:
 - a. Hosted reservation system for campgrounds and day use areas
 - b. Integrated Point of Sales (POS) system
 - c. Maintenance Scheduling Program
 - d. Reporting Module providing multiple and customizable reports
- Contractor provides all labor, supervision, materials and equipment necessary for the reservation system operation.

- Contractor's solution shall perform to the performance requirements and specifications as described in Exhibit A.
- Contractor will provide the County with its own site within the Contractor's Camava Reservation System solution including County logo, County colors and other identifiable verbiage.
- Contractor shall provide a link on the County website to the Contractor's hosted parks reservation system site.
- Contractor is responsible for processing and clearing of all credit/debit card payment transactions that take place on the system in compliance with PCI compliance requirements as specified on Exhibit B.
- Contractor shall maintain, store, protect and archive all activity processed in the system for a minimum of six (6) years from the date the transaction occurred.
- The Contractor's solution shall allow for maximum uptime 99.9% 24 hours a day, 7 days a week for all public access web pages. The Contractor will be required to notify the County of all planned shutdowns.

Contractor agrees to bring the Parks Reservation System and related items to a successful operating "Go Live" state as deemed solely by the County representative, after testing of the operations and functions of the system. "Go Live" includes successful completion of the implementation of the Camava 100% web based Parks Reservation System as stated within this Paragraph 1 (Scope of Services) for County Parks and the successful operation of the technical performance specifications outlined in the attached Exhibits A and B. Additionally, this includes the ability for all stated features to operate to specifications including customer, administrator, and financial component operations once the system has been placed in full operation.

Contractor shall train County staff on the use of the system. Standard training included shall be via teleconference demonstration. Contractor will use a "train the trainer" format via teleconferencing where up to six individuals will be trained to use the system and then will train

other staff. Training included by Contractor shall include 8 hours of the "train the trainer" format. Additional training is available at an additional cost.

The following is a table outlining project milestones and target dates for completion:

Task #	Task	Target Date	Resources
1	Kick off meeting. Define roles and communicate agreed upon implementation strategy.	Oct 2012	SLO IT, ASI, SLO
2	Initialize CAMAVA System. Setup system and SQL database infrastructure.	Nov 2012	ASI
3	Choose future domain name for hosted system.	Nov 2012	ASI, SLO, SLO IT
4	Set up domain and obtain SSL certificate.	Nov 2012	ASI, SLO IT
5	Complete site data worksheets for all parks.	Dec 2012	SLO
6	Insert site data into the database.	Jan 2013	ASI
7	Compile and label site photographs.	Jan 2013	SLO
8	Receive, edit, resize and insert site photographs into the reservation system.	Jan 2013	ASI
9	Review and complete business rules worksheet.	Jan 2013	SLO
10	Receive and confirm SLO business rules.	Jan 2013	ASI, SLO
11	Develop, program and test the business rules.	Feb 2013	ASI

12	Set up pricing for sites.	Feb 2013	SLO, ASI
13	Load POS items into system product library.	Feb 2013	SLO, ASI
14	Begin SLO testing of the staff administration intranet system.	Feb 2013	ASI, SLO
15	Customize the receipts campers receive.	Apr 2013	ASI, SLO
16	Implement standard reporting.	Apr 2013	ASI
17	Implement custom reporting.	Apr 2013	ASI
18	Set up payment processing	Apr 2013	ASI
19	Complete the staff administration intranet system.	Apr 2013	ASI
20	Application Data Integration, if required. (Customer records)	Apr 2013	ASI, SLO IT
21	Train SLO staff on use of system intranet.	Apr 2013	ASI
22	Go Live: SLO staff intranet.	Apr 2013	ALL
23	Design and layout the public site.	Apr 2013	ASI
24	Receive the site maps from SLO.	May 2013	ASI, SLO
25	Complete programming and design of interactive flash campground maps.	May 2013	ASI
26	Complete testing of public site.	May 2013	ASI, SLO

27	Publish and Go Live Public website.	May 2013	ASI
----	-------------------------------------	----------	-----

Following the successful operation of the “Go Live” state the maintenance and support outcomes shall be met as part of the maintenance and support portion of the agreement for a period of five years, unless terminated sooner or extended pursuant to Paragraph 6 below.

2. Contract Documents. The documents forming the entire Contract between County and Contractor shall consist of this Contract including:

Exhibit A: Technical Requirements and Specifications – System Performance

Exhibit B: Technical Requirements and Specifications - Security

3. Maintenance, Service and Support.

On-line Support and Help Desk

The On-line Support and Help Desk is accessible to all CAMAVA intranet users 24/7/365. It shall provide support contact information and an elaborate searchable database of support features. The support database shall include information from how to void a transaction or change a transfer fee to setting up a printer. Support topics shall include “How to,” “Processes and Reporting” and “Troubleshooting” sections.

Telephone Support

Contractor shall support the Parks CAMAVA System during the term of the contract. Regular Support hours are shall be from 7:00 am Pacific Standard Time until 7:00 pm Pacific Standard Time via telephone at 877-630-2033 or electronically via e-mail. Urgent Support requests may be originated outside of normal business hours; response time shall be two hours or less. Urgent Support requests may be originated via telephone by calling (619) 701-9114.

Support Contacts

For Technical Support, the County shall have one (1) primary and two (2) backup individuals ("technical contact") per license set, to serve as liaisons with Contractor. Primary technical

contact shall be responsible for (i) overseeing Parks service request activity, and (ii) developing and deploying troubleshooting processes within the organization. The backup technical contacts shall be responsible for resolving user issues.

Maintenance

Contractor shall maintain the Parks CAMAVA System during the term of the contract. Contractor shall make periodic updates and patches to the system to maintain system performance and integrity, which is included in the monthly maintenance fee, Paragraph 4, Compensation. Maintenance requests shall be originated in the same manner as support requests. Regular Maintenance hours shall be available from 7:00 am Pacific Standard Time until 7:00 pm Pacific Standard Time. Maintenance requests shall be made via telephone at 877-630-2033 or electronically via e-mail. Urgent Maintenance requests shall be originated outside of normal business hours; response time is two hours or less. Urgent Support requests shall be originated via telephone by calling (619) 701-9114.

Support and Maintenance Conditions

Contractor shall support the maintenance for Parks application license to the County for use of the Camava Reservation System. The fee for this is included in the monthly maintenance fee.

Minor system maintenance

This technical maintenance of the Camava Reservation System shall not exceed 2 hours of developer involvement per month. Maintenance that is larger in scale or time may be quoted per the published rate schedule and may require payment for such services by the client as per the following fee schedule:

\$50.00/hr.	Data Entry, Research, Server Administration, Beta Testing and Debugging
\$95.00/hr.	Illustration, Design and HTML Coding
\$95.00/hr.	Multimedia (Flash [excluding ActionScript authoring], video and sound editing)
\$100.00/hr.	On-line Meetings and Consulting

\$150.00/hr.	Programming (Java, Javascript, VBScript, SQL, ActionScript, ASP, VB/.NET, C#/.NET)
\$599.00/ea.	Individual Flash Map with 0-10 reservable areas
\$799.00/ea.	Individual Flash Map with 11-49 reservable areas
\$899.00/ea.	Individual Flash Map with 50-UP reservable areas
\$500.00/session	Remote Training (4 hour training session)
\$1,000.00/day	On-Site Training (1 specialist)
\$1,000.00/day	On-Site Support (1 specialist)

Occasional upgrades of the system will include new fixes and/or features. These upgrades do not have any guaranteed frequency or inherent increase of system functionality. Upgrades are designed and distributed at the sole discretion of Contractor, and are included in the monthly maintenance fee. There are a limited number of company representatives per application sale. One contact person should make all support requests on behalf of users within their department. Two additional persons shall be designated in the event of the primary person is unavailable.

Unmodified code

Only software modified by Contractor is subject to support applications patched, updated, or otherwise upgraded by Contractor within the contract term.

4. Compensation. County shall pay to Contractor as compensation in full for all Implementation services performed by Contractor pursuant to this Contract the lump sum of \$56,751.00, as follows:

1. Initialization of database set up and all standard functionality work (\$45,477.00).
2. Completion of customization work items (\$6,500.00.)
3. Completion of all flash map creation and operation work (\$4,774.00.)

After the above is completed and successful operation of the “Go – Live” State, County Parks will compensate Contractor for maintenance of the software, storage of data and support of the Camava Reservation System for a fixed monthly fee of \$748.00 for the first year of the contract term and shall be capped not to exceed \$822.80 per month during the remainder of the contract term. Contractor agrees to be compensated an additional one-time fee of \$1,200.00 for the upgrade of the Camava Reservation System software for County Parks from Adobe Flash to HTML 5 when the upgrade becomes available to Contractor’s customers. Compensation by the

County shall be made within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 4 herein, which has been previously approved by an appropriate representative of the County.

5. Billing. Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed. Each invoice presented must include the agency name and contract number.

The invoices must be submitted to:

Attn: Larry Iaquinto, Parks Superintendent
San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408

Payment is to be discounted 1.5% if paid within fifteen (15) days or net thirty (30) days from approval of invoice.

6. Term of Contract. Unless terminated sooner as provided herein, this Contract shall commence on October 24, 2012, for the implementation as described herein and in the attached exhibits and this work shall be completed, tested and ready to “go live” by May 30, 2013. Once the above system has successfully “gone live” the fixed price monthly maintenance portion of this contract for the Camava Reservation Software shall commence for a term of five (5) years from the “Go Live” date. After the five (5) year maintenance contract term, this maintenance agreement may be extended by the General Services Agency Director, or their designee on an annual basis. Any mutual extensions shall be effectuated in writing prior to the end of the initial term, or any renewal term at the same terms and conditions, as set forth herein, unless the parties otherwise agree to additional and/or new terms in writing. Price adjustments after the initial (5) year fixed term must be requested in writing upon renewal, mutually agreed upon, and will be limited to the percentage change in the Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Los Angeles Area. Termination of the Maintenance Contract may be effectuated by the Director of the General Services Agency without the need for action,

approval or ratification of the Board of Supervisors. Either party may terminate the Maintenance contract provided they give one hundred twenty (120) days notice as per Paragraph 7 below.

7. Termination of Contract for Convenience of Either Party. Either party may terminate this contract at any time by giving to the other party 120 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

8. Termination of Contract for Cause. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

9. Non Discrimination. Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation.

10. Entire Agreement and Modification. This Contract and its exhibits supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

11. Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

12. Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

13. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

14. Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which

Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

15. Warranty of Contractor. Contractor represents and warrants that for a period of twelve months after Go-Live, that the fully hosted system will perform substantially in accordance with the technical requirements and specifications set forth in Exhibits A and B.

16. Indemnification. Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, liability, loss, injury, damages, costs, expenses, judgments, attorney and expert witness fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the negligent or wrongful acts or omissions relating to Contractor's performance of any obligation or duty provided for or relating (directly or indirectly) to this Contract, whether or not such claim is caused in whole or in part by the active or passive negligence of County, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

17. Insurance

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the

performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 07 04 covering CGL on an "occurrence" basis, including products-completed operations, property damage, bodily injury, & personal injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- d. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed**, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, the Contractor shall provide coverage to reduce or eliminate such deductibles or self insured retentions as respects the County, its officers, officials, employees,

and volunteers; or the Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the County.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the County for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning

shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to County a waiver of subrogation which any insurer may acquire against County, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Workers' Compensation

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: General Services Agency addressed as follows:

Attn: Larry Iaquinto, Parks Superintendent
San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408

18. Records. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request. Contractor shall assure the

confidentiality of any records that are required by law to be so maintained. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

19. Accounting. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo, California, 93408. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

20. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail as follows:

County: Attn: Larry Iaquinto, Parks Superintendent
 San Luis Obispo County
 General Services Agency
 1087 Santa Rosa Street
 San Luis Obispo, CA 93408

Contractor: Art Street Interactive, INC
 3342 Chicago Street
 San Diego, CA 92122

21. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the

preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

22. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

23. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

24. Restrictions on Use of County's Customer Data. Except as otherwise set forth herein, Contractor shall not re-sell, share, or in any way convey to any other party or use or any other purpose, information originally provided by County and/or its customer/clients to Contractor in connection with Contractor's provision of the services herein.

25. Availability of Funding. The County's obligation for payment of any contract beyond the current fiscal year end is contingent on the availability of funding. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance. If the County notifies Contractor in writing that the funds for this Contract have not been appropriated or provided, this Contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide good and/or services under this Contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount. County shall provide, in good faith and if reasonably practicable to

do so, notice to Contractor at least thirty (30) days in advance of such termination pursuant to this Section.

26. **Signatory Authority.** Any individual executing this Contract on behalf of Contractor represents and warrants that he/she has full power and authority to enter into, deliver, and perform this Contract on behalf of Contractor, and that this Contract is binding upon said Contractor in accordance with its terms.

27. **Time is of the Essence.** Time is of the essence in the delivery of the services by Contractor under this Contract. In the event that the Contractor fails to deliver services or support on time, and such failure is solely the fault of Contractor, the Contractor shall be liable for any costs incurred by the County because of Contractor's delay, as determined by a court of law. The County's rights and remedies provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

CONTRACTOR:

By: 
Title: President / CEO
Date: 10-11-12

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: Sharon Mabry
Deputy County Counsel

Date: October 9, 2012

COUNTY OF SAN LUIS OBISPO
A public entity in the State of California

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors on this ____ day of October, _____

ATTEST:

Clerk of the Board of Supervisors

Technical Requirements and Specifications Parks Camava Reservation System Performance

Exhibit A

The Contractor's solution shall meet the following specifications and performance requirements:

The Contractor's solution shall perform to the following specifications and requirements

- Reservation System must be easily customizable to the County's needs
- Must be a 100% web based system with data stored on private servers that are maintained by the vendor, or vendor representative, off site with the ability to back up all data collected by the county and hold it for county use, if, and when, needed
- Reservation program must be kept current as part of the annual service fee with seamless upgrades and customer support from the vendor to the satisfaction of the county
- All materials and costs associated with the on-going operation and updating of the system will be inclusive in an annual service fee with no additional or "hidden costs"
- Must be compatible with available gateways that are PCI compliant
- User friendly for customers, administrators and finance staff

Customer Performance Features

- Flash maps, or equivalent maps, that are customizable with the ability to look at specific campsites showing distances to campground amenities
- Detail describing each facility, number of sites, dimensions, custom photos, type of site etc
- Interactive, user friendly reservation booking capabilities
- Real time reservations locked in with an adjustable time frame during booking
- Credit card payment options
- System provides a customizable campground rules validation by customers
- Provide confirmation of payment notice via email and hard copy
- Reservation check in with bar code capability
- User review of reservation(s) made at any time
- On line check in ability

Technical Requirements and Specifications Parks Camava Reservation System Performance

Exhibit A

- Show alerts for traffic, or special events

Administrative Technical Performance Features

- Fee setting for each individual campsite, other reservable area, and items sold
- Check-in ability on line
- Role based security for different levels of access by multiple users
- Flash and text capabilities
- Complete administrative functions for every campsite, reservation area, and P.O.S. item
- Able to implement group discounts and multiple discounts simultaneously
- Ability to edit any promotional or other fee by dollar amount or percentage
- Ability to set up special codes, create vouchers and redeem coupons for discounts and promotions
- Set specific campground sites to camp hosts
- Integrated point of Sale (POS) system for the sale of various items
- Easily view all stays for specific campers (Camper History)
- Perform transfers of campers from one site to another
- Extend stays and charge different fees for specific days
- Track administrators actions within the system
- Process credit card payments, refunds and voids via the county e payment system
- Overall view showing campers locations in the campground(s)
- Track administrators drawer (in and out) throughout a given shift (breaks, lunch, errands)
- Must be able to add pets, vehicles, boats and other fee type items easily
- Make reservations and/or group reservations using a grid/calendar drag system

Technical Requirements and Specifications Parks Camava Reservation System Performance

Exhibit A

- Check verification capability such as TeleCheck or equal
- Real time reservations that are immediately reflected system wide
- Provide a printable parking permit that can be customized to the County Parks format
- Ability to have notes that are viewable when desired by administrator and/or customer
- Ability to print receipts standard register and letter size

Financial Reporting Performance Features

- Ability to input multiple fee schedules
- Split pricing by year ie. fees may go up mid-year
- Manage revenue codes for events, vehicle types etc
- Site closure capability
- Integrate reports into Excel seamlessly
- Reconciliation reporting
- Availability chart/report
- Park usage summary
- Occupancy report
- Sales report
- Customer summary
- Usage type report
- Transaction report
- Revenue report
- Customer detail report
- Reservations by site/campground/facility

Technical Requirements and Specifications Parks Camava Reservation System Performance

Exhibit A

- Visitor type by site
- Each web based report can be opened in real time in an Microsoft Excel format
- Reports must be able to be exported into a Microsoft Excel format – desirable to have the Excel report import into the County SAP accounting system
- Must adapt to local taxes by site

Technical Requirements and Specifications Parks Camava Reservation System Security

Exhibit B

The Contractor's solution shall meet the following specifications and performance requirements for security:

- Reservation System must be secure offering username and password authentication and use password encrypted protection for users and administrators
- Customer information shall be secured by utilizing SSL 2048 byte encryption. Data shall be secured within the NOC via database isolation and multiple layers of network and firewall protection
- Reservation program shall include a user authenticated SSL web based administrative area for staff to perform park administrative and reservation management
- All servers containing data generated by County Parks shall be securely and permanently stored at all times off site, and be available to the County upon request
- Contractor solution must be compatible with market available gateways that are PCI compliant
- Contractor shall minimize downtime and provide provisions via fax or equivalent system if internet access is unavailable
- Bandwidth requirements for Contractor's solution shall be DSL, Cable, Satellite and 56k frame relay
- Operating systems supported by Contractor's solution shall include Microsoft XP, and newer IE 7 and greater and office 2007 and newer for the operational Excel addin
- The system shall offer mobile device interfaces both for customer and administrator interface
- In case of a power outage Contractor's solution shall maintain an external support outage web page for customers to get information in the event of an outage
- An electronic or hard copy training manual shall be provided for Contractor's solution
- Any desired significant upgrades, those that are not covered by the monthly hosting fee as described to the software shall be initiated by the County

PCI Compliance

Technical Requirements and Specifications Parks Camava Reservation System Security

Exhibit B

Contractor shall ensure that the County's PCI compliance requirements are met. All sensitive credit card collection data will be collected and protected by a County chosen 3rd party gateway provider. County shall use own merchant ID and account.

Point Of Sale

Contractor's solution shall have a standard integrated Point of Sale (POS) feature . The POS feature shall allow staff members to complete the sale of various products the county offers. The system shall be able to handle items that have inventory or no inventory such as park entry tickets. The system must allow for various forms of payments including cash, credit card, vouchers, gift cards, personal checks, travels checks and money orders. Item characteristics, for example, price, quantity and description shall be managed via the systems product library. The product library is a centralized database of all available POS items. All sites will utilize this database as the central repository for POS items data.

- Printable receipts shall be available to be issued (and emailed if applicable). Receipts shall be tailored to meet the requirements of the client. Receipts shall be able to support bar codes and scanning of the bar code can retrieve the sale information.
- The POS system shall be designed to work with a standard USB cash drawer, receipt printer and credit card reader.
- Certain functionality of the POS must have the ability to be restricted or granted based on the Staff user type and enforced based on County business rules.

Database Technology

Contractor's solution will develop County's set of applications using Microsoft SQL Server 2008 as the primary database.

Application Programming

Server-side processing will be written in Active Server Pages (ASP). Therefore the site will be designed and optimized to run in a Microsoft IIS 6.0+ server environment. JavaScript will be used on many client side operations for efficient use of Internet traffic. VB Components may be used if necessary to achieve sophisticated business logic. Additionally, a Flash (MX 2004) map Interface will be created for each of the campgrounds. The Flash files will be designed to interact with data in the SQL server in order to display user site selections in the course of their reservation.

Methodology

Once County and user requirements are determined, the Contractor's solution shall include the development of a Relational Data Model (the "RDM") and a Session Design strategy. The RDM will be used throughout the development and testing cycles to help ensure that the original data design requirements are met. The session strategy will help ensure that the movement throughout the site is creative yet designed objectively. User profiles will be researched to achieve user-centric navigation and meaningful content delivery. The system will be designed to automatically detect the presence of the Flash 7.0 plug-in (standard in version 6.0+

Technical Requirements and Specifications Parks Camava Reservation System
Security

Exhibit B

browsers), and to effect a non-Flash version of the map interface being presented to users in the absence of a proper plug-in.

Testing

Databases will be tested for quality and transaction speed. Before any public site release, testing is completed to ensure compatibility with Internet Explorer, Mozilla Based Browsers, and Apple Safari®. The internal CAMAVA intranet system will run on Internet Explorer versions 6.0 and later.