

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Mike Gove, Director of IT/IS, Adam Cripps

SUBJECT: Review, Discuss and Possibly Authorize Staff to Execute an Agreement with Active Network for a Point of Sale Software Assessment in the Not to Exceed Amount of \$267,500 **and** Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the amount of \$227,375 from the Community Services Fund Balance (Fund 300) and FY23/24 Operating Budget Augmentation and Appropriation in the Amount of \$40,125 from the Beach Fund Balance (Fund 390). (Requesting Staff Member: Director of Information Technology Mike Gove and Assistant Director of Finance Adam Cripps **and** Requesting Trustee: Sara Schmitz)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #3 - Finance

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Purchasing Policy for Goods and Services 21.1.0.

DATE: March 13, 2024

I. RECOMMENDATION

Discuss and Possibly Authorize Staff to Execute an Agreement with Active Network for a Point of Sale Software Assessment in the Not to Exceed the Amount of \$267,500 **and** Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the Amount of \$227,375 from the Community Services Fund Balance (Fund 300) and Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the Amount of \$40,125 from the Beach Fund Balance (Fund 390). (Requesting Staff Member: Director of Information Technology Mike Gove and Assistant Director of Finance Adam Cripps **and** Requesting Trustee: Sara Schmitz)

II. BACKGROUND

Staff and the Board have had several discussions about the need to update the District's Point of Sale Systems and the need to bring them up to today's standards for security, operational efficiencies, resident and guest experience, and consolidation of the backend resident/customer data. Through these discussions with Staff and Board members, this project was brought forth as a priority that would be supported on an accelerated timeline.

On August 9th, the Board of Trustees authorized Staff to work with Trustee Schmitz to prepare and solicit formal proposals for a Point of Sale System Assessment and Restructure. Staff and Trustee Schmitz prepared an RFP for a two phased project. The first phase would be an assessment of the current POS systems, with the ultimate goals being security improvements, consolidation and improved customer flows for both resident and non-resident guests, with the ultimate goal to have a budget and development road-map being provided. Phase two of this project will be the implementation and delivery of phase one including any needed software implementations, integrations, custom development, and project management and oversight.

On August 25th the Point of Sale System RFP was posted to the District Website and planetbids.com with the deadline for submittals being October 4th. The District received 3 proposals, of which 3 interviews were performed with Trustee Schmitz and Key Staff from both the Venues and the IT department. From those interviews, Staff and Trustee Schmitz determined that the proposal from Active Networks will be the selected recommendation for the Board's approval.

Active Networks has an established working relationship with the District that goes back to 2015 when RTP an Active Networks product was selected to be the Diamond Peak and Food & Beverage department's Point of Sale System. In addition to their working knowledge of Diamond Peak and Food & Beverage, Active Networks has also been more recently involved with District operations in 2021 when they implemented a new Web Store and connection to the District's Parcel Master Software "Capstone", this project allowed them to be directly involved with some of the District's resident guest's operations such as punch cards and resident pricing at the Venues.

Active Networks Proposal has addressed all of the required areas of the RFP and their responses to the District’s interview questions proved they are capable of delivering a consolidated, secure, up to date customer experience for the District’s residents and non-resident guests. This coupled with their vast experience working in the resort lifestyle Point of Sale Software Industry make them the best fit for the District’s needs.

The next step staff is seeking is the Board's authorization to proceed with the agreement that has been negotiated with Active and District Legal Counsel as well as approve the funding appropriations in the amounts of \$227,375 from the Community Services Fund Balance and \$40,125 from the Beach Fund Balance which is described in the table below.

| Fund Allocations | Appropriation | Percentage |
|-------------------------|----------------------|-------------------|
| Beaches Fund | \$227,375 | 85% |
| Community Services Fun | \$40,125 | 15% |
| Total | \$267,500 | |

III. BID RESULTS

Although this item is not subject to competitive bidding within the meaning of Nevada Revised Statutes 332.115 as described in subsection (b),(h)

- 1. Professional Services
- 2. Software for Computers

Staff with the support of the Board and Trustee Schmitz made the determination to utilize the RFP process to solicit the project. On August 25th, the Point of Sale System RFP (attached to this memo) was posted to the District Website and planetbids.com with the deadline for submittal being October 4th. The District received 3 proposals, of which 3 interviews were performed.

Included as attachments to this memo are the three (3) proposals, as well as their associated expected costs and associated timelines outlined in the following table:

| Firm | Estimated Time Frame | Expected Cost |
|-----------------|----------------------|--------------------------------------|
| Active Networks | 18 Weeks | \$272,500 |
| Moss Adams | 5 to 7 Months | \$85,000 to \$105,000 *plus expenses |
| Luxoft | 8 Weeks | \$413,546 |

IV. FINANCIAL IMPACT AND BUDGET

This item was not defined in the FY24 budget. As such, the additional funds will need to be appropriated from the Community Services and Beach fund balances. The result of the assessment could impact services from operational centers in both funds. District staff estimates the correlating usage of the current point of sale systems to be split at 85% Community Services fund and 15% Beach Fund.

V. ALTERNATIVES

This project could be placed on hold until FY25, when staff will need to re-budget the project and return to the Board for approval in the FY24/25 operating budget.

VI. COMMENTS

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. IVGID Professional Services Agreement Active Network [all legal changes incorporated]
2. IVGID - RFP - PointOfSale- Final
3. RFP Response Active Network LLC
4. Proposal Point of Sales System - Luxoft
5. Moss Adams - Point of Sale Proposal for IVGID - October 2023

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 202__, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Active Network, LLC, a Delaware limited liability company with its principal place of business at 5850 Granite Parkway, Suite 1200, Plano, Texas 75024 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.” This Professional Services Agreement, together with the Technology Point of Sale License Agreement Contract #00060193 between the Parties dated as of April 30, 2015 (as amended from time to time) collectively forms the Agreement between the Parties.

2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services requested by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing point-of-sale assessment and implementation services to public clients, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services for the following project:

Assessment of the current District technical environment, including all point-of-sale and financial software for all recreation venues, and delivery of a written recommended transition and implementation plan to achieve the District’s desired point-of-sale system capabilities (the "Project").

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the point-of-sale and software assessment and implementation services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall begin on initiation of the project and is expected to last a total of 16 weeks, unless earlier terminated as provided herein.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Specific timelines for performance of the phases of the Services are set forth in Exhibit C, Activity Schedule, attached hereto and incorporated herein by reference. The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's acceptance as it pertains to deliverables outlined in this SOW.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Bardya Ariana and Geordan Reid.

3.2.5 District's Representative. The District hereby designates Mike Gove, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Geordan Reid, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representatives"). Consultant's Representatives shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representatives shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff between 8am to 4pm PST, Monday-Friday, excluding North American holidays, and are subject to availability, excluding the production migration which will occur after business hours.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Deleted.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its

directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants..

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received by the District before work commences.

3.2.10.8 Deleted.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause..

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed Two Hundred Sixty Seven Thousand and Five Hundred Dollars (\$267,500.00) without written approval of District's Director of Information Systems and Technology. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall invoice the District based on the milestones outlined in Exhibit B (including in particular Exhibit B.1).

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.3.5 Taxes. The prices in this Agreement do not include Taxes. The District is responsible for and agrees to pay any and all Taxes. If the District is tax-exempt, the District will send Consultant a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution. The District is solely responsible for determining which, if any, Taxes apply to the District's use of the Professional Services and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Consultant provides the District with tools that assist the District in doing so. In the event that a governmental authority requires Consultant to pay any Taxes attributable to the District's use of the Professional Services, the District agrees to defend, indemnify, and hold Consultant harmless from all such Taxes and all costs and expenses related thereto. For the purpose of this Agreement, "Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or

assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to the Professional Services arising out of this Agreement, other than those based on Consultant's net income.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the delivery of the Services contemplated under this Agreement for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, examination, reproduction, and copying at Consultant's offices upon seven (7) business days prior written notice. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Either Party may terminate this Agreement immediately upon written notice: (a) in the event that the other Party commits a non-remediable material breach of this Agreement, or (b) if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within fifteen (15) days of being notified in writing of such breach.

3.5.1.2 Return of Documents Upon Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished documents (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request..

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Mike Gove

Consultant

Active Network, LLC
5850 Granite Parkway, Suite 1200
Plano, TX 75024
Attn: Legal Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All rights not expressly granted in this Agreement are reserved by Consultant and its licensors. The District acknowledges that: (a) only Professional Services will be provided under this Agreement and are licensed to the District, and not sold to the District; (b) the District acquires only the right to utilize the Professional Services in accordance with this Agreement, and Consultant and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Professional Services, including the following: (i) all Intellectual Property embodied or associated with the Professional Services, (ii) all deliverables and work product associated with the Professional Services, and (iii) all copies and derivative works thereof; notwithstanding the foregoing, the implementation plan and proposal shall be delivered to District and upon such delivery, the report shall be the property of the District; and (c) the Professional Services, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Consultant and its licensors.

3.5.3.2 Confidentiality. During the Term of this Agreement and for a period of three (3) years after the expiration of or the termination of this Agreement, each Party acknowledges and agrees that “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party, solely by way of illustration, and not in limitation, shall include the following information: the terms and conditions of this Agreement (including pricing), financial data, plans, forecasts, Intellectual Property, methodologies, as well as business and marketing plans, technology and technical information, product plans and designs, the District’s information, strategic analyses and business processes, in each instance disclosed by such Disclosing Party or any of its Representatives regarding it and its Affiliates.

However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information, as evidenced by prior documentation or tangible embodiments of such information.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its respective Affiliates’ employees, officers, directors, agents, representatives and contractors, including, legal counsel, tax advisors and/or accountants who need that access for purposes

consistent with this Agreement and who have signed confidentiality agreements with or are otherwise subject to enforceable obligations to the Receiving Party that contain protections no less stringent than those herein (collectively, “Representatives”). Neither party will disclose the terms of this Agreement to any third party other than its Representatives without the other party’s prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives compliance with this “Confidentiality” Section. Consultant shall not use the District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

Notwithstanding the foregoing, the Parties understand and agree that the District, as a public entity, may have certain obligations under transparency and public records laws to disclose certain information pertaining to this Agreement and Consultant’s services, and that disclosure of information required under such laws shall not constitute a breach of this Agreement.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification and Limitation of Liability. To the extent not prohibited by law, the parties will defend one another, and hold each other and their Affiliates and their respective employees, directors, successors and permitted assigns harmless, against any claim, action, regulatory action, demands, lawsuit or proceedings (whether threatened, asserted, or filed) made or brought against a party by a third party to the extent that such claim is based upon (a) proven gross negligence or proven willful misconduct; (b) direct infringement of a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR “BUG”-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR

USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT PRODUCTS, LOST DATA, LOSS OF USE OF INFORMATION OR PRODUCTS, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO 250,000 U.S. DOLLARS . NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES TO EACH OTHER FOR CLAIMS RELATED TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT EXCEED 500,000 U.S. DOLLARS.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.5.9 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.11 Assignment or Transfer. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business

days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.20 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the District's governing body. If sufficient appropriations are not made, the District will notify Consultant of the same, and this Agreement will terminate forthwith. The District represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. Notwithstanding the foregoing, the District shall notify Consultant within ten (10) days of any action by the District's governing body not to appropriate funds for payment of the District's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

3.5.26 Compliance with Laws. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any

applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term “Boycott of Israel” has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant’s non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant’s employees from exercising available rights under the District’s Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

[Signatures on Following Page]

**SIGNATURE PAGE
TO
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

**INCLINE VILLAGE GENERAL ACTIVE NETWORK, LLC
IMPROVEMENT DISTRICT**

Approved By:

Signature

Mike Bandelin,
Interim General Manager

Name

Date

Title

Date

Reviewed as to Form:

Sergio Rudin,
District General Counsel

Date

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

Objectives

District has engaged Consultant to assess District's current technical environment, including all point of sale and financial software, gathering requirements of each point-of-sale software, and formulating a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the "Assessment" phase will be a written recommended "Implementation" plan. The "Implementation" plan will include costs for project management, oversight, and implementation of the recommendations. It will also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District's implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to procure, host, and/or implement the recommendations, including any ongoing licensing and/or hardware costs as well as estimated required staff time.

Specifically, Consultant's services will provide an Implementation Plan focused on providing the following deliverables:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County's Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.
- Documentation and Staff training on newly proposed systems.

Project Assumptions

The following assumptions and dependencies can be made for this implementation:

- The scope of this project is defined in this Exhibit A. Any changes to scope may increase or decrease the project timeline and budget.

- All services will be conducted between 8am to 4pm PST, Monday-Friday, excluding North American holidays, and are subject to availability, excluding the production migration which will occur after business hours.
- Access to appropriate resources and existing documentation will be provided and readily available to Consultant's project team.
- The scope of services includes four (4) onsite engagements.
- District will provide Consultant with access to resources pertaining to any District Point of Sale environments for independent analysis as deemed appropriate.
- District will provide adequate working environment for Consultant resources. This includes, but is not limited to: projector, white board or flip chart, appropriate meeting rooms or virtual meeting tools.

Project Management – Overview

Consultant will also provide Project Management services through the duration of the project, including:

- Project timeline and milestones.
- Weekly project status reports.
- Milestone tracking, including:
 - Scheduled sessions with appropriate resources.
 - Dates for completion of assignments/ tasks.
 - Dates for completion of project and project acceptance.
- Assessment and tracking of project risks.
- Regular project status meetings with Stakeholders.
- Delivery of all milestones outlined.

Scope of Services

| Resource | Work Activity |
|--|---|
| Project Initiation and Planning | |
| Consultant | <ul style="list-style-type: none"> • Establish and communicate project governance and expectations. • Perform on site Key Stakeholder interviews to ensure clarity on Future State - Point of Sale goals and objectives. • Perform on site Secondary/Point of Sale owner interviews, including Finance and IT, to ensure clarity on future state goals and objectives. • Establish and clarify Assessment Team Roles and Responsibilities (combination of Consultant and District resources). • Determine timeline and budget expectations of end solution implementation. • Creation of Point of Sale - Assessment project charter and plan capturing all Future State - Point of Sale goals and objectives. |
| District | <ul style="list-style-type: none"> • Participate in Key Stakeholder sessions. • Provide access to Secondary Stakeholders for specific Line of Business goals and objectives interviews. • Provide applicable access to appropriate environments, applications or documentation. • Provide guidance to Consultant on Future State – Point of Sale goals, objectives and budget thresholds. • Ensure the active participation of the District’s resources in this project. Hold project resources accountable to project tasks and timelines. |

Scope of Services, cont.

| Resource | Work Activity |
|---|--|
| Environment & Application Assessment | |
| Consultant | <ul style="list-style-type: none"> • Focused on Future state Point of Sale project goals, perform on site and remote functional and system analysis of the following District systems: <ul style="list-style-type: none"> • Capstone • Vermont Systems including <u>RecTrac</u>, <u>GolfTrac</u> and <u>WebTrac</u> • Golf Now • Active Networks <u>RTP One</u> • Square • Total Party Planner • Tyler Munis • <u>OpenGov</u> • Perform formal review of Ordinance 7 and any other applicable documentation. • Perform on site walkthroughs of business process for in scope Point of Sale and integrated systems. • Where possible, perform independent investigation of current state application functionality and architecture. • Review and confirm any current functional or technical design documents including key integrations. • Document any key areas not currently captured within existing District documentation as relevant to future modelling. • Capture and document future needs as aligned to Solution goals and objectives, as input to solution design scalability and capabilities. • Identify and document infrastructure and technical requirements/limitations. • Review current operational capabilities of District resources as input to future operational model design. • Creation of Functional Design Document providing business processes, use cases and requirements. • Review Functional Design Document with appropriate District resources. |
| District | <ul style="list-style-type: none"> • Provide access to any and all documentation as currently curated. • Provide access to both application and business subject matter experts for functional and system analysis. • Provide access to any source code as applicable. • Participate in Functional Design Documentation review and provide any feedback. • Sign off on Functional Design Document. |

Scope of Services, cont.

| Resource | Work Activity |
|---|---|
| Solution Architecture & Design | |
| Consultant | <p>Create and vet solution design options with the District stakeholders, presenting options for a scaled, phased approach to solution implementation.</p> <ul style="list-style-type: none"> • Establish key areas of focus and document system and functional design requirements for solution design. • Work with potential vendors and partners to solicit solution technical design. • Evaluate vendor options and short list based on Functional Design Document. • Work with vendors to create solution options and proposal reviews. • Provide final solution options and recommendations to District stakeholders inclusive of budget estimates. • Create final Solution Design Document based on feedback and collaboration with District stakeholders. |
| District | <ul style="list-style-type: none"> • Participate in vendor feedback as appropriate. • Participate in Solution Design reviews. • Sign off on Solution Design Document. |
| Implementation Plan and Proposal | |
| Consultant | <p>Provide an Implementation plan for the District stakeholders, providing budget & timeline inclusive of project management, oversight, deliverable milestones, travel, and both project execution and operational costs for software, hardware and support.</p> <ul style="list-style-type: none"> • Create project approach and recommended project framework. • Establish project team structure and roles and responsibilities, inclusive of all vendors, contractors, and District resources focused both on project execution and operational model. • Ensure commitment of District Executive Sponsors and Organizational Change Management team. • Create project budget and execution plan broken down by execution phase. • Presentation and refinement with District stakeholders. |
| District | <ul style="list-style-type: none"> • Provide feedback and guidance as required during Project Implementation Plan creation specific to future resource availability, project delivery methodology, budget, or technical considerations. • Participation in Implementation Plan reviews and feedback. |

District Roles and Responsibilities

| Stakeholder | Responsibilities | Resource and Estimated Work Effort |
|------------------------------|---|--|
| Executive Sponsor | Serves as an advocate of the partnership alliance throughout the life of the project beginning with the sales process. The Sponsor will also serve as a District spokesperson on key issues working directly with the Consultant, which ultimately impact the overall partnership with Consultant. | <ul style="list-style-type: none"> • 1-4 hours / month • Mike Gove |
| Project Sponsor | Plays a major role during the sales process. This person advocates the project internally and externally to get buy in from team members, obtains budgets for the project, signs off on contract and is ultimately responsible for the success of the project at District. Post contract and Scope of Services execution, Project Sponsor will be involved as needed for escalation and will be consulted for all out-of-scope work or when an issue needs to be escalated. | <ul style="list-style-type: none"> • 2-6 hours / month • Mike Gove |
| Project Manager | Identifies the core project team and holds resources accountable for responsible tasks as outlined in this Scope of Services. The Project Manager should have a broad knowledge of business operations and working relationships with business subject matter experts. This resource and the Consultant Project Manager will work closely together to coordinate work to take place as outlined in the project plan. | <ul style="list-style-type: none"> • 4-5 hours / week • Chris Lavery |
| Systems Analyst | Provides guidance and knowledge transfer on District in scope applications to Consultant resources. Will participate in overall environment assessment sessions and provide any clarification or guidance on individual systems or business processes. | <ul style="list-style-type: none"> • 8-10 hours / week • Chris Lavery |
| Technical Lead | Provides any guidance or knowledge of District's technical infrastructure current state and roadmap as input to both Assessment and Solution Design phases. | <ul style="list-style-type: none"> • 2-3 hours / week • Chris Lavery |
| Line of Business (LOB) Leads | <p>Provide subject matter expertise as required to assemble sufficient information for the Assessment sessions for each functional area at District. LOB Leads should be stewards of change throughout their LOB. It is recommended that a lead be identified for each of the following areas:</p> <ul style="list-style-type: none"> • Finance/Accounting. • Resident/Parcel Management & Benefits. • Golf. • Recreation (Recreation Center, Tennis, Beaches). • Ski (Lift, Lessons, Rentals). • Food and Beverage. • eCommerce. • Events & Banquets. • Information Technology. | <ul style="list-style-type: none"> • Discover Session participation, ad-hoc response to additional questions. |

Consultant Roles and Responsibilities

| Stakeholder | Responsibilities | Resource |
|----------------------|---|---|
| Project Sponsor | The Project Sponsor works with the District's Executive Sponsor to foster a strong working partnership to support the success of the project and project team. The Consultant's Project Sponsor will be involved at points in the project when the District or Consultant project team feel there is a need to help address obstacles that may arise creating barriers to the success of a project. | <ul style="list-style-type: none"> • Andy Vanica |
| Project Oversight | The Project Oversight resource works closely with the Consultant Project Team to ensure successful delivery of the project. This resource also develops a working partnership with the District's Project Manager to support the success of the project. | <ul style="list-style-type: none"> • Geordan Reid |
| Enterprise Architect | The Enterprise Architect will be responsible for overall technical architecture, ensuring alignment with business goals and objectives. This will include ensuring collaboration amongst all stakeholders and teams to design an effective solution. | <ul style="list-style-type: none"> • Geordan Reid |
| Solution Architect | The Solution Architect is responsible for creating the overall technical vision for a solution to the identified business objectives. This resource will provide recommendations and roadmaps for proposed solution. | <ul style="list-style-type: none"> • Nick Marvin |
| Sales Manager | The Consultant Sales Manager is the primary driver for the tasks that take place during the Sales process and works with District to determine project scope, estimates and produce contracts for District approval. | <ul style="list-style-type: none"> • Andy Vanica |
| Project Manager | Upon contract and Project Definition execution, the Project Manager acts as the main point of contact for District in escalation of issues, coordination of work taking place, delivery of RTP ONE specific documentation, and works closely with the District's Project Manager to ensure project stays on track and if not, taking proper courses of action to ensure success. | <ul style="list-style-type: none"> • Reece Hanson |
| Business Analyst | The Business Analyst will work with District Subject Matter Experts to capture and document both current and future requirements, uncovering any undocumented features or needs. | <ul style="list-style-type: none"> • Pam Evans • Karl Langdale-Hunt • Tim Esnouf • Terry Phillips |

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

SCHEDULE OF CHARGES

| Product | Product Type | Description | Quantity | Total Price* | Sales Price | Total Price |
|---|--------------|---|----------|----------------|----------------|-------------|
| RTP ONE - Payment Terms: 50&50 | Service | | 1 | USD 0.00 | USD 0.00 | |
| RTP ONE - Primary Transportation (to be reimbursed based on actual cost incurred) | Service | Quoted prices for onsite services do not include the costs of transporting Active Network resources onsite. If onsite services are required, economy primary transportation costs (eg. Airfare, train fare, or mileage) will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments. | 1 | USD 0.00 | USD 0.00 | |
| RTP ONE - Project Management Services | Service | Project Management services as defined in the SOW | 1 | USD 46,100.00 | USD 46,100.00 | 46,100.00 |
| RTP ONE - Project Services | Service | Project Services as defined in the SOW | 1 | USD 221,400.00 | USD 221,400.00 | 221,400.00 |

Total Price

USD 267,500.00

EXHIBIT B.1

MILESTONE BILLING SCHEDULE

| Project Milestone | Milestone Bill Amount |
|----------------------------------|-----------------------|
| Assessment Initiation | \$62,775 |
| Assessment Execution | \$62,775 |
| Solution Architecture | \$62,775 |
| Implementation Plan and Proposal | \$62,775 |
| Services Project Total | \$251,100 |
| Estimated Travel Cost | \$16,400 |

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

ACTIVITY SCHEDULE

Key project milestones relative to the project are as follows:

| Project Milestone | Deliverable | Target Duration |
|----------------------------------|--|---|
| Project Initiation | Project Charter & Plan | 3 Weeks from Notice to Proceed |
| Environment Assessment | Creation, review and sign off of Point of Sale – Future State Functional Design Document | 5 Weeks from completion of Project Initiation |
| Solution Architecture and Design | Creation, review and sign off of Point of Sale – Future State Solution Design Document | 5 Weeks from completion of Environment Assessment |
| Implementation Plan and Proposal | Implementation Plan complete with timelines, operational and capital budgets | 3 Weeks from completion of Solution Architecture and Design |

REQUEST FOR PROPOSAL POINT OF SALE SYSTEM

August 25, 2023

To: All Prospective Proposers
Subject: Request for Proposals: Point of Sale System
Date Issued: August 25, 2023
Responses Due: October 4, 2023. 5:00 p.m. (PST)

Owner

Incline Village General Improvement District (IVGID or District)
893 Southwood Boulevard
Incline Village, Nevada 89451

IVGID RFP Contact: Heidi White, District Clerk
hhw@ivgid.org or 775-832-1268

About the District

The District is a General Improvement District, established under Nevada Revised Statutes (NRS) Chapter 318 and chartered to provide water, sewer, trash and recreation services for over 9,000 residents in the communities of Incline Village and Crystal Bay, Washoe County, Nevada. Within the limits of the NRS, IVGID is empowered to determine what facilities and services it should offer that will preserve or enhance the general health, safety and welfare of the community. For more information about the District, please visit: <https://www.yourtahoeplace.com/ivgid>.

Project Identification

Project Name: Point of Sale System

The purpose of this Request for Proposal is to select a qualified firm to provide the outlined Scope of Work (Exhibit A) services.

Delivery of Proposals

Proposal packages from all interested parties will be submitted in PDF electronic format to the District Clerk at hhw@ivgid.org, and will be subject to the terms, conditions and scope of services herein stipulated and/or attached hereto.

Deadline for receipt of proposals is 5:00 p.m. (PST), October 4, 2023.

Confidentiality: All documents and other information submitted in response to this Request for Proposal are confidential and will not be disclosed until notice of intent to award the contract is issued.

A. PROJECT DESCRIPTION

The Incline Village General Improvement District is seeking a consulting firm to possibly embark on a two-phased project. Each bidder is required to submit a proposal for the first phase “Assessment” and have the proven capability to deliver on the second phase, “Implementation”.

The first phase of the project “Assessment” is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the “Assessment” is a written recommended “Implementation” plan. The “Implementation” plan must include costs for project management, oversight, and implementation of the recommendations. It should also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District’s implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to procure, host and or implement the recommendations, including any on-going licensing and or hardware costs as well as estimated required staff time.

B. PROJECT SCHEDULE

All proposals are to include anticipated project start and target completion dates.

C. PERSONNEL

The firm’s personnel shall be qualified and trained to accomplish the work in a professional manner and in compliance with all applicable federal, state and local requirements. This includes, but is not limited to:

- Demonstrated experience reviewing and analyzing foundational public agency documents
- Understanding of applicable state and local laws, regulations, and policies
- Demonstrated experience reviewing and identifying potential concerns with financial and software systems

D. EQUIPMENT

The firm shall provide all materials and equipment necessary to accomplish the Work.

E. INSURANCE REQUIREMENTS

Commercial Insurance: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Professional Liability, Workers’ Compensation, and Professional Liability Insurance.

General Liability: Contractor shall purchase General Liability coverage with a minimum of \$2,000,000 combined single limit per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued

to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.

Professional Liability/Errors and Omissions: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. “Covered Professional Services” as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

Notice of Change/Non-Renewal: All certificates of insurance required under this section E. shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

F. LICENSES

Consultant shall have a Washoe County business license, if applicable, and all appropriate Contractor’s licenses and certifications for the services to be performed.

G. STAFFING PLAN AND STAFF QUALIFICATIONS

The firm shall provide a staffing plan identifying total number of consultants and the number of each category of consultants who will be assigned to complete the Work; names of key individuals, number of years’ experience and specific responsibilities; and job descriptions for each category of each person who will be performing the work.

H. SIMILAR ENGAGEMENTS

Submitted proposals must include examples of similar engagements and the results delivered.

ARTICLE 2 PROPOSAL SUBMITTAL REQUIREMENTS

Please submit an electronic (PDF) written proposal to hhw@ivgid.org, with the subject line “RFP – Point of Sale System,” by the Proposal Submission Deadline, that addresses the following matters. Proposers must provide the following information in the order listed below. Please respond to each section on a separate page, in the order listed. Use this Article 2 as a checklist to be sure all information is included. **PROPOSALS NOT RECEIVED IN THIS FORMAT MAY BE CONSIDERED NON-RESPONSIVE.**

Submission of a Proposal shall be deemed a representation that the proposer:

1. Has carefully read and fully understands the information provided by IVGID as part of this RFP, including Exhibits A, B and C;
2. Represents that all information submitted is true and correct;
3. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other firm regarding the amount, terms or conditions of its Proposal; and

4. Acknowledges that IVGID has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

A – COVER LETTER

Include a cover letter with a summary of the firm's experience and capability in management and software consulting and service delivery related to the Scope of Work identified. Include the founding date of your organization, parent/subsidiary/affiliation relationship with other firms, types of services provided and the number of years your firm has been in business. Detail any exclusions to the Scope of Work.

B – COMPANY BACKGROUND AND ORGANIZATION

Include your firm's complete:

1. Name
2. Address
3. Contact person
4. Phone number
5. Email
6. Website address
7. Provide company's mission statement, values, and ethical standards
8. Describe your company's major lines of business
9. What differentiates your services/company from other companies offering similar services?
10. Identify any litigation pending or threatened against your company as of the submission date

C – EXPERIENCE

1. Number of years in management and software consulting and implementation
2. Referrals – List of similar Project-related clients, including:
 - a. Service provided
 - b. Client organization
 - c. Scale of project (e.g. project \$ amount, location, size, duration)
 - d. Contact name and number
3. Special Considerations
4. Describe any attribute of your firm that would enhance this proposal

D – STAFFING PLAN

1. Number of staff assigned to the work, by category
2. Job descriptions of staff, by category
3. Staff qualifications
 - a. Education/relevant experience (type and number of years) of key employees
 - b. Training of each employee or category of employee
 - i. Scope, frequency, employees covered, training, organization
4. Proposed staffing and project schedule

E – FINANCIAL DATA

Provide a copy of your most recent audited Financial Statement.

□ F – PROJECT COST AND SCHEDULE

The proposal must contain the cost estimate the Scope of Work and the estimated timeline for completion of the required analysis, recommendations and formulation of the cost and timeline estimate for the potential implementation of the recommendations.

ARTICLE 3 EVALUATION AND AWARD

- A. **Proposal Evaluation:** Per NRS 332 and IVGID’s Purchasing Policy for Goods and Services, IVGID is not required to select the lowest priced offer, but may look at all factors concerning an offer, including, but not limited to, whether the proposal has:
1. the appropriate financial, materials, equipment, facility, personnel resources and expertise available, or the ability to obtain these as necessary to indicate the capability to meet all contractual requirements;
 2. demonstrated a thorough and accurate response to each requested item;
 3. a satisfactory record of performance, including a demonstrated history of successfully completing projects of a similar type, meeting delivery deadlines, and experience with similar work;
 4. any requested exceptions to IVGID’s standard professional services agreement (Exhibit C);
 5. a satisfactory record of customer service;
 6. a satisfactory record of integrity;
 7. the legal authority to contract with IVGID; and
 8. any other factors IVGID deems relevant.
- B. IVGID reserves the right not to contract with any person submitting a bid in response to this RFP. If IVGID decides to contract, it will do so with the proposer whose responses best meet its needs, consistent with the selection process set forth herein. This RFP shall not be binding on IVGID until such time as a formal written contract and related documents have been approved by IVGID and fully executed by the parties.
- C. IVGID shall evaluate, interview via Zoom, and select the firm(s) it determines to be best suited for this engagement. Evaluation of a response does not constitute a commitment by IVGID to acquire such services from any source. IVGID is not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any firm in connection with this RFP, and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of IVGID. IVGID shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this RFP process.
- D. IVGID further reserves the right to:
1. Make a selection based on its sole discretion;
 2. Reject any and all proposals;
 3. Issue subsequent solicitations;
 4. Postpone any of the time periods set forth in this RFP, for its own convenience;
 5. Remedy technical errors in the RFP;
 6. Approve or disapprove the use of particular subconsultants;
 7. Negotiate with any, all, multiple or none of the Proposers that respond;
 8. Negotiate a final project scope that includes all, just a portion, or related additional items relative to the proposed Scope of Work set forth in this RFP;

9. Waive informalities and irregularities in this RFP;
10. Utilize others to perform or supply work of the type contemplated by this RFP;
11. Request proposals from others with or without requesting proposals from contractors for the work of the type contemplated by this RFP; and/or
12. Enter into an agreement with another firm or re-solicit this project in the event the originally selected firm defaults or fails to execute an agreement with IVGID.

ARTICLE 4 FIRM SELECTION SCHEDULE; QUESTIONS REGARDING RFP; ADDENDA

The following dates are tentative and subject to revision by the District:

RFP for Services Advertised on District’s Website and Planetbids.com.....August 25, 2023
RFP - Last Day for Questions September 22, 2023, 5:00 p.m. (PST)
All Questions Answered..... September 27, 2023, 5:00 p.m. (PST)
Proposals Due October 4, 2023, 5:00 (PST)
Interviews via Zoom October 9-13, 2023
Award of Project – IVGID Board of Trustees Meeting October 25, 2023 6;00 p.m. (PST)

All questions regarding this RFP, please contact: Heidi White at hhw@ivgid.org, with the subject line clearly marked “RFP – Point of Sale System” Questions will not be accepted through any other channels. Questions must be received no later than the deadline set forth above. IVGID does not guarantee that it will provide answers to questions submitted after that deadline, but will make reasonable efforts to do so. A listing of all questions submitted and all responses will be made available to responders.

In the event it becomes necessary to revise any part of this RFP, IVGID will issue written addenda. Any amendment to this RFP is only valid if it is in writing and issued by IVGID. No oral interpretations or answers will bind IVGID. All addenda issued by IVGID will become part of this RFP.

No proposals will be accepted after the proposal due date listed above.

ARTICLE 5 SELECTION PROCESS, EVALUATION AND SELECTION CRITERIA

The firm(s) selection process will be conducted in accordance with all requirements stipulated in NRS Chapter 332 and IVGID Board Policy 20.1.0, Purchasing Policy for Goods and Services. All responsive Proposals received will be reviewed and evaluated by IVGID.

A short-list of firms will be determined based on qualifications and the completeness of the Proposal. IVGID may elect to conduct interviews via Zoom prior to the final selection of a firm or firms. By submitting a Proposal, the proposer acknowledges that the IVGID has sole and absolute discretion in the evaluation and the selection of one or more firms for this project.

ARTICLE 6 WITHDRAWAL OF PROPOSAL

The firm’s authorized representative may, prior to the date and time set as the deadline for receipt of the Proposals, modify or withdraw a response by contacting the District’s contact shown above via email and phone. A modification or withdrawal received prior to the deadline for proposal receipt shall be considered timely.

ARTICLE 7 DISQUALIFICATION OF PROPOSALS

Firms may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

1. Lack of signature by an authorized representative on the Proposal
2. Failure to properly and/or accurately complete the Proposal
3. Evidence of collusion
4. Any questions addressed to; approaches to; or discussions with IVGID employees, associated agents or Trustee other than through the process identified in Article 4 will be subject to Automatic Disqualification.

IVGID reserves the right to waive any minor informality or irregularity, or to request clarification of such minor informalities or irregularities from any or all firms.

ARTICLE 8 CONFLICT OF INTEREST

No employee, officer, or agent of IVGID shall participate in the selection, or in the award or administration, of the Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee
2. Any member of the employee's immediate family
3. The employee's business partner
4. An organization which employs, or is about to employ, any of the above

IVGID's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from prospective firms. Prior to entering into the Consulting Services Agreement, the firm is required to inform IVGID of any real or apparent organizational conflict of interest.

RFP EXHIBITS

Exhibit A – Scope of Work

Exhibit B – IVGID Point of Sale Software Structure dated March 14, 2023

Exhibit C – Standard IVGID Services Agreement Example

EXHIBIT A – Scope of Work

The Incline Village General Improvement District is seeking a consulting firm to possibly embark on a two-phased project. Each bidder is required to submit a proposal on for the first phase “Assessment” and have the proven capability to deliver on the second phase “Implementation”

The first phase of the project “Assessment” is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the “Assessment” is a written recommended “Implementation” plan. The “Implementation” plan must include costs for project management, oversight, and implementation of the recommendations. It should also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District’s implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to host and or implement the recommendations, including any on-going licensing and or hardware costs as well as estimated required staff time.

Point of Sale System(s) - Each recreation venue currently utilizes its own stand-alone Point of Sale (POS) Software with proprietary in-house written software that maintains and controls the database of parcel owner data as well as recreation cards. All of these POS software upload their financial information to a single ERP financial system used District-wide.

Each parcel owner is eligible for cards that identify them and provide them access and discounts to these venues. Not all owners have access to the deed restricted beaches or all of the venue access discounts, there are many layers to the rules that make up how access is controlled and how products are discounted.

The desired state for IVGID is to have access media tied to the user’s various venue passes (ski pass, recreation center membership pass, golf pass, etc.), their personal credit card for purchases at the venues and for RFID access control at the venues. Diamond Peak uses Axess RFID passes and gates for its uphill access - this concept is currently being considered for beach gate access. The Golf venues need a function-built industry standard Golf POS.

Some of the high-level requirements that would deem a successful desired state are:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County’s Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.
- Documentation and Staff training on newly proposed systems.

EXHIBIT B – “Current State” Point of Sale Software Structure

Capstone – District proprietary written software – Built on Current Ordinance 7 functionality - SQL Database – Owned and hosted by IVGID

- Resident/Parcel Master
 - Maintains Owner Information
 - Name, address, contact info
 - Maintains Parcel Information
 - Units on Parcel, Chargeable Units, Rec Fee amount, Beach Fee amount, fees paid (y/n)
 - Cards Issued to Parcel
 - Picture Passes, Punch Cards, Additional Punch Cards
- Punch Card Master Record
 - Maintains Punch Card issuance history, usage history, current balance

Vermont Systems – RecTrac, GolfTrac, Webtrac – Progress Database – Hosted by IVGID

- RecTrac
 - Point of Sale used by Recreation Center, Tennis Center, Beaches
 - Manages programming for venue specific items including access, activities and rentals
 - Manages merchandise inventory
 - Manages venue specific memberships
 - Issues IVGID ID cards based on Capstone status
 - Staff conducts a manual check of Capstone status prior to issuing Resident Picture Passes from Vermont
 - Custom connection to Capstone allows Punch Card usage and inquiry
 - Maintains Customer information including Contact information, purchase history, membership information and access usage
 - Reporting
- GolfTrac
 - Point of Sale used by Golf
 - Manages programming for venue specific items including access, activities and rentals.
 - Manages merchandise inventory
 - Manages venue specific memberships
 - Custom connection to Capstone allows Punch Card usage and inquiry
 - Maintains Customer information including Contact information, purchase history, membership information and access usage
 - Reporting
- WebTrac
 - On-line store for RecTrac access, programming and activities
 - Hosted locally at IVGID

Golf Now – 3rd Party Golf Tee Sheet

- Public Golf Tee Time Reservation Website
 - Sells available golf tee times by proxy

EXHIBIT B – “Current State” Point of Sale Software Structure

Active Networks – RTP|One - SQL Database – Hosted by IVGID

- RTP|One
 - Ski / Food & Beverage (F&B) POS used by Ski and F&B outlets
 - Manages programming for venue specific items including access, activities and rentals.
 - Manages merchandise and rental equipment inventory
 - Maintains Customer information including Contact information, purchase history, membership information and access usage
 - Tracks/Supports/Sells access products, rentals, lessons
 - Food and Beverage module used by all F&B Outlets year round
 - Custom Connection to Capstone for Punch Card Usage and Resident Active/Non Active Status
 - Reporting
 - RTP|OneStore
 - On-line store for access, rentals and lesson products
 - Hosted at Active Networks
 - Communicates via RTP API Layer

Square – Square POS - SaaS

- Mobile Point of Sale used for off-network transactions
 - Examples include golf course F&B sales, off-site program registrations and Veteran’s club events

TPP – Total Party Planner POS - SaaS

- Used by facilities for Events/Weddings Management, Sales and Bookings
- Generates BEO’s (Banquet Event Orders)

Tyler Munis – SQL Database - SaaS

- Financial System / General Ledger - Master Record
- Reporting

OpenGov - SaaS

- Public facing portal for Financial Transparency

All POS software have the ability to have their GL accounting uploaded/input in to Tyler for financial accounting/reporting purposes.

EXHIBIT C
STANDARD SERVICES AGREEMENT EXAMPLE

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 202__, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Consultant’s name**, a **INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY** with its principal place of business at **address** (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **type of services** to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional services for the **name of project** (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply **insert a brief description of services to be performed** necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: **[INSERT NAME OF KEY PERSONNEL]**.
- 3.2.5 District's Representative. The District hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement

("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

- 3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess

of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **dollar amount in writing (\$X.00)** without written approval of District’s [___INSERT TITLE___]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates original contract amount, amount previously invoiced and current remaining balance on contract, work completed and hours of Services rendered by Consultant. The invoice shall also describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent

to invoices@ivgid.org, with a copy to rlr@ivgid.org. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District **and for reasonable expenses actually incurred prior to termination, subject to submittal of invoices reflecting such costs to the District to support the claim for expenses,** and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: **Name**

Consultant

Attn: **Name**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project unless disclosure is compelled due to law or court order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers. **Notwithstanding the foregoing, neither party will be liable to the other for indirect, consequential or special damages, including, without limitation, loss of profit, loss of product or loss of use, whether the liability is based on agreement, negligence, tort or otherwise.**

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.
- 3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

SIGNATURE BLOCK ON FOLLOWING PAGE

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

CONTRACTOR:

Agreed to:

By: _____

Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

Incline Village General Improvement District

Response for Proposal for

Point of Sale System

ACTIVE Network, LLC

5850 Granite Parkway Suite 1200

Plano, TX 75024



5850 Granite Parkway – 12th Floor
Plano, TX 75024

T (469) 294-7300

www.ACTIVEnetwork.com

COVER LETTER

October 02, 2023

Incline Village General Improvement District
Heidi White, District Clerk
893 Southwood Boulevard
Incline Village, Nevada 89451

Re: RFP: Point of Sale System

Dear Selection Committee:

At Active Network, our mission is to connect people with the things they love, want, and need to do. We've been creating cutting edge registration technologies for 20 years and entrenched in the ski industry since 2011.

ACTIVE understands that Incline Village requires a solution that empowers its users and connects them with the recreation offerings. We believe given our background in program registration, along with our consulting resources and IT knowledge, that we are well positioned to meet and exceed the requirements of this proposal.

Our experience as the market leader in registration, endurance, and ski activity platforms has enabled ACTIVE's line of solutions, such as ACTIVE Net, ACTIVEWorks, and RTPIONE to set the bar as the most widely used systems in their respective sectors. It is this expertise that will serve as the foundation for understanding the needs of your participants.

With proven technological capabilities, quality strategic approach, and continued commitment to innovation, ACTIVE is well positioned to assist Incline Village in improving their customer engagement. Should the evaluation committee have any questions please reach out to your ACTIVE representative, Andy Vanica at 720.757.7825 or via email at Andy.Vanica@ACTIVENetwork.com.

DocuSigned by:

Kevin Farmer

Kevin Farmer

Vice-President of Sales

WHAT'S YOUR ACTIVE?

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COMPANY BACKGROUND AND ORGANIZATION

Founded in 1999, ACTIVE Network® (ACTIVE), a Global Payments subsidiary, is a limited liability corporation (LLC), incorporated in the State of Delaware (US), headquartered in Plano, Texas, with offices throughout North America, Europe, Asia, and Australia. Our representatives are based throughout North America.

Include your firm's complete:

1. **Name:** Active Network LLC
2. **Address:** 5850 Granite Parkway Suite 1200 Plano, TX 75024
3. **Contact person:** Andy Vanica
4. **Phone number:** (720) 757-7825
5. **Email:** andy.vanica@activenetwork.com
6. **Website address:** www.activenetwork.com
7. **Provide company's mission statement, values, and ethical standards.**

Our Mission

ACTIVE Network is on a mission to make the world a more active place.

We are the premier global marketplace for activities and events, connecting organizers with participants, and we have become a leading provider of data insights and business intelligence for our markets.

Operating Principles

We are:

- **Committed to our Customers' Success.** We believe in the value our customers provide in making the world a more active place.
- **Fueled by Challenge.** We are solutions-oriented and thrive on solving challenges.
- **Collaborative and Focused on Team Success.** We believe in fostering a collaborative, team-based environment in which our employees can succeed.
- **Focused on Results.** We set goals, hold ourselves accountable, measure results, and continuously improve.

Core Values

- Excellence
- Commitment
- Drive
- Team

8. **Describe your company's major lines of business.** Active Network, LLC provides software solutions. The Company designs and develops software as a service technology platform which offers intelligent and intuitive registration, secure payment processing, insightful data and services to help organizers drive increased participation and revenue while streamlining administration. Active Network serves customers worldwide.
9. **What differentiates your services/company from other companies offering similar services?** With a broad and diverse team with decades of experience, Active will be able to provide specific skill sets with both the technical and business knowledge to be able to provide a complete assessment and provide IVGID scalable and potentially phased solution recommendations. Coupled with this, our experience in solution delivery will then be able to work with the IVGID team to execute the implementation and ensure a smooth transition to operations.
10. **Identify any litigation pending or threatened against your company as of the submission date.** Active is unable to comment on past and pending disputes as this information is confidential. However, the parties completing this response on behalf of Active not presently aware of any matters we believe would negatively affect our performance under the proposed agreement and/or RFP.

EXPERIENCE

1. Number of years in management and software consulting and implementation.
2. Referrals – List of similar Project-related clients, including:
 - a. Service provided
 - b. Client organization
 - c. Scale of project (e.g. project \$ amount, location, size, duration)
 - d. Contact name and number
3. Special Considerations
4. Describe any attribute of your firm that would enhance this

ACTIVE

1. ACTIVE Network is the leading provider of activity and participant management solutions. With 15+ years of experience as a market leader, ACTIVE is not only a business software solution, but a key component in helping you achieve your mission and serve your community. We pride ourselves on long term success and understand that this is a key step in maintaining a long successful partnership.

Our Professional Services methodology is built on the following principles:

- Understanding your business
- Developing and fostering positive relationships with all your project stakeholders
- Configuring your system to drive operational efficiency
- Empowering your system users to grow business
- Increasing your consumer participation through ease of access
- Alleviating your implementation workload by leveraging ACTIVE resources to reduce meeting lengths and minimize efforts in data conversion and data entry
- Ensuring timely execution of your project tasks

STAFFING PLAN

1. Number of staff assigned to the work, by category
2. Job descriptions of staff, by category
3. Staff qualifications
 - a. Education/relevant experience (type and number of years) of key employees
 - b. Training of each employee or category of employee
 - i. Scope, frequency, employees covered, training, organization
4. Proposed staffing and project schedule

ACTIVE

1. **Quantity of staff:** Two staff assigned
 - one consultant, and
 - one project manager.

2. **Job Description:** Project Manager

Project management services provide organizations with a dedicated representative responsible for overseeing the successful delivery of all implementation services. Utilizing project management services presents many benefits, including a single point of contact to:

- Track progress of all key implementation tasks through to a successful go-live
- Formal oversight over all key implementation phases performed with your implementation consultant
- Formal oversight over all data migration activities performed with your technical consultant
- Assessment and tracking of project risks, including development of mitigation strategies

In addition to the above benefits, a dedicated project manager will allow the organization to engage in routine status update meetings to ensure that ACTIVE and the customer are working in tandem for a successful rollout.

3. **Sample resume (qualifications)** for Project Manager:

DAVID REY

Phone: (214) 996-7233

Email: David.Rey@activenetwork.com

Organization Role: Project Manager

Education: Bachelor of Business Administration, Management from The University of Texas at El Paso

Experience: David is a seasoned Project Manager, holding a key position within the Professional Services team at ACTIVE. With a diverse portfolio encompassing various

markets, including Parks and Recreation, YMCA's, Resorts & Attractions, and specialty organizations, David has honed his expertise in delivering exceptional results through strategic project planning, cross-functional collaboration, and effective risk management. His track record includes the successful management of multiple premium and enterprise projects with leading organizations across North America including:

- City of Toronto
- Atlantis Paradise Island Bahamas
- Sea to Sky Gondola
- YMCA Oakville

GEORDAN REID

Phone: (604)317-3511

Email: geordan.reid@flaik.com

Organization Role: Enterprise Architect/Delivery Manager

Experience: Geordan brings 25+ years of experience working with Enterprise class clients in various leadership and delivery roles for software vendors, enterprise operators as well as consulting services providers. Focused on business outcome, Geordan leverages his ability to create and lead diverse teams from discovery to delivery leveraging specified experts to design complete solutions. Although primarily focused within the Hospitality sector, he has been involved with Point Of Sale, E-commerce/omni-channel, HRIS, ERP, CRM and Data initiatives across Application, Infrastructure and Security architectures.

- Alterra Mtn Corporation/Ikon Pass
- Powdr Resorts
- Nature's Path Foods

NICK MARVIN

Organization Role: Solution Architect

Experience: Nick is a seasoned Enterprise IT leader within the Resort industry. Nick has led many successful projects from business opportunity identification, through solution design, vendor selection, implementation and operational support. Within these experiences, Nick has been heavily involved with Access Control, Lodging, Golf, Retail, F&B, HRIS/Payroll, Credit Processing and Data initiatives. Additionally, Nick has in-depth knowledge and experience within ITSec and Infrastructure.

KARL LANGDALE-HUNT/PAM EVANS/TERRY PHILLIPS

Project Roles: Business/Systems Analysts

Experience: Karl, Pam and Terry each bring decades of analytical experience within the Hospitality sector, working closely with multiple business partners to map technical solutions to business problems. With a diverse range of knowledge across various lines

of business, they are all seasoned at being able to uncover and document core business requirements from all levels of an organization.

Resumes to be provided upon shortlisting

PROJECT DELIVERY APPROACH

1. Assessment Initiation

Purpose: Clarify and define strategies and objectives, ensure executive sponsors clarity on project goals and measurements.

- Key Stakeholder interviews
- Secondary/Point of Sale owner interviews, including Finance, IT
- Establishment and agreement on project goals/objectives from executive team
- Establish and clarify Assessment Team Roles and Responsibilities (combination of Active and IVGID resources)
- Review Organizational Change Management capabilities and commitment
- Establish/confirm timeline and budget expectations, determining depth and breadth of assessment, along with capabilities of system and process change across IVGID.

Staffing Plan: Utilizing Enterprise/Solution architects via on site sessions, combined with Project Manager to create a detailed Assessment plan and timeline.

2. Assessment Execution

Purpose: Focused on project goals, perform functional and system analysis of current Point Of Sales and integrations, affected business departments and stakeholders.

- Formal review of Ordinance 7 with appropriate IVGID resource(s)
- Perform on site walkthroughs of business process for in scope Point of Sale and integrated systems
- Review and confirm any current functional or technical design documents including key integrations
- Document any key areas not currently captured within existing IVGID documentation as relevant to future modelling
- Capture, document and clarify current state to end state functional requirements along with any roadmap functional requirements.
- Capture and document any potential future needs, as input to solution design scalability and capabilities.
- Identify and document infrastructure and technical requirements/limitations
- Review current operational capabilities of IVGID to ensure solution design is operationally manageable or future operational model is considered within Execution planning
- Presentation of findings to Executive Sponsorship to clarify direction and scope of solution architecture, along with potential prioritization.

Staffing Plan: Aligning to Solution Architect/Business/System Analyst skill sets, perform a mixture of on site and remote sessions. These sessions will vary dependent on areas of focus as outlined in the Assessment Initiation. Oversight and reviews provided ongoing by the Enterprise Architect.

3. Solution Architecture

Purpose: Create and vet solution design options with the IVGID stakeholders, presenting options for a scaled, phased approach to solution implementation.

- Establish key areas of focus and document system and functional design requirements for solution design
- Work with potential vendors to solicit solution design
- Evaluate vendor options and short list based on gathered assessed artifacts
- Work with vendors to create solution options and proposal reviews
- Provide final solution option and recommendations to IVGID stakeholders

Staffing Plan: Solution and Enterprise Architect work with vendors and where applicable technical experts to create target architecture options and phased options with budget and timeline overviews.

4. Implementation Plan and Proposal

Purpose: Provide an Implementation plan for the IVGID stakeholders, providing budget & timeline inclusive of project management, oversight, deliverable milestones, travel, and both project execution and operational costs for software, hardware and support.

- Create project approach and recommended project framework
- Establish project team structure and roles and responsibilities, inclusive of all vendors, contractors, and IVGID resources focused both on project execution and operational model
- Ensure commitment of IVGID Executive Sponsors and Organizational Change Management team
- Create project budget and execution plan broken down by execution phase.
- Presentation and refinement with IVDIG stakeholders

Staffing Plan: Solution and Enterprise Architect work with vendors and where applicable technical experts to create target architecture options and phased options with budget and timeline overviews.

FINANCIAL DATA

ACTIVE Network is a subsidiary of Global Payments Inc. (NYSE: GPN). Global Payments is a leading worldwide provider of payment technology services that deliver innovative solutions driven by customer needs globally. As a member of the S&P 500, Global Payments does business with merchants and partners in 30 countries throughout North America, Europe, the Asia-Pacific region and Brazil. As a public traded organization, Global Payments do not include the financial statements of subsidiaries, however, we are authorized to provide the link to Global Payments' 10-k, as filed with the SEC:

Refer to the Investor Relations section on Global Payments website

<https://investors.globalpaymentsinc.com/overview/default.aspx>

PROJECT COST AND SCHEDULE

The proposal must contain the cost estimate the Scope of Work and the estimated timeline for completion of the required analysis, recommendations and formulation of the cost and timeline estimate for the potential implementation of the recommendations.

The following represents the project approach as represented in the Project Delivery Approach. As part of the delivery there will be multiple on site visits coupled with remote project delivery. Duration proposals will be dependent on availability of IVGID resources.

| Project Phase | Duration | Cost |
|----------------------------------|----------|------------------|
| Assessment Initiation | 3 weeks | \$39,000 |
| Assessment Execution | 6 weeks | \$69,000 |
| Solution Architecture | 6 weeks | \$76,500 |
| Implementation Plan and Proposal | 3 weeks | \$40,500 |
| Project Management | Ongoing | \$22,500 |
| | | |
| Projected Travel Costs | | \$25,000 |
| | | |
| Project Total | | \$272,500 |

APPENDICES

Terms and Conditions

Please see the following pages for a sample of ACTIVE’s standard terms and conditions.

Contract # _____

IT PROFESSIONAL SERVICES AGREEMENT

| CLIENT INFORMATION | | | |
|-------------------------------|--|------------|--|
| ORGANIZATION FULL LEGAL NAME: | | ADDRESS: | |
| CONTACT NAME: | | TELEPHONE: | |
| EMAIL: | | | |

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

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

| CLIENT | ACTIVE NETWORK, LLC |
|------------------|---------------------|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Active Network, LLC
 5850 Granite Parkway, Suite 1200, Plano, TX 75024
 Telephone: (469) 291-0300

Contract # _____

IT Professional Services Agreement

Your professional services relationship with Active, and Active's provision of Professional Services as specified in an applicable Statement of Work ("SOW"), are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable SOW. In order for Active to provide you (referred to herein as "Client") with Professional Services, you must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active; (b) where a link to this Agreement appears in an order form, SOW, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually utilizing the features or functionality of any Professional Services provided by Active to you. In the case of (d), you understand and agree that Active will treat your use of any Products containing said Professional Services, or the Professional Services themselves, as applicable, as acceptance of this Agreement from that point onwards. You may not use the Products containing said Professional Services, or the Professional Services themselves, and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products and/or Professional Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products and/or Professional Services. You may not use the Products containing said Professional Services if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. This Agreement. This Agreement establishes the terms and conditions to which the parties have agreed to in order to facilitate the providing of Professional Services by Active to Client. Additional Product-specific terms and conditions may be set forth in one or more documents referenced in an applicable Product Attachment and/or any corresponding General Terms. All references to the "Agreement" mean this document, inclusive of any SOWs.

1.2. Incorporation of SOWs. The parties may enter into new SOWs from time to time. Each SOW incorporates the terms of this Agreement.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Affiliates. Client's Affiliates may order Professional Services from Active (or one of Active's Affiliates) by entering into a SOW. In the event that a Client Affiliate enters into an SOW with Active (or an Affiliate of Active), reference in this Agreement to "Client" and "Active" will mean the respective entity that accepts (as described in the Preamble) the applicable SOW. Each such SOW will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable SOW. Unless otherwise specified in a SOW, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Professional Services or functionality.

2.2. Taxes. The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any SOW. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Professional Services and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Professional Services, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

3. LIMITED RIGHTS AND OWNERSHIP; CLIENT ACKNOWLEDGEMENTS; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) only Professional Services will be provided under this Agreement and are licensed to Client, and not sold to Client; (b) Client acquires only the right to utilize the Professional Services in accordance with this Agreement, and Active and/or its licensors or subcontractors will retain sole and exclusive ownership of and all rights, title, and interests in the Professional Services, including the following: (i) all Intellectual Property embodied or associated with the Professional Services, (ii) all deliverables and work product associated with the Professional Services, and (iii) all copies and derivative works thereof; and (c) the Professional Services, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA or SOW, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Professional Services; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Professional Services in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Professional Services to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Professional Services; (e) modify, adapt, translate, or otherwise make any changes to the Professional Services or any part thereof; (f) use the Professional Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Professional Services, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Professional Services except as expressly permitted herein; (j) remove from any Professional Services identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Professional Services for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Professional Services, such as sharing of login and password information, or attempt to

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circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Professional Services for hosting purposes. Further, Client will: (a) not use the Professional Services to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Professional Services; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Professional Services except for the express purpose of using the Professional Services for their intended use; (c) not engage in any activity that interferes with or disrupts the Professional Services; (d) not use the Professional Services in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and/or events operated by Client, which may include content regarding the event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or events and the Professional Services that Active provides. Client acknowledges and agrees that some or all of the Professional Services may be completed by Active or Active's affiliates or subcontractors, some of which may be located outside of the United States.

3.3. Indemnification. Client will indemnify, defend, and hold harmless Active from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (i) a claim that Client brand features or Client intellectual property of any type infringes or misappropriates any patent, copyright, trade secret or trademark of a third-party; (ii) any deficiency (including penalties and interest) relating to Taxes that are the responsibility of Client; (iii) a claim alleging facts that would constitute a breach by Client, or Client's subcontractors, of this Agreement; (iv) injury or death to a person or damage to property resulting from the negligence or any act or omission by Client in connection with the Professional Services; (v) any violation of the Law by Client or Client's affiliates, agents, or other personnel; or (vi) Active's use of any Client content, data, or information, or Active's use of directions, instructions, plans, or suggestions of Client, provided that such use complies with the requirements of this Agreement.

3.4. Enforcement. Client will (a) ensure that all users of Professional Services comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PROFESSIONAL SERVICES ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PROFESSIONAL SERVICES WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PROFESSIONAL SERVICES WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PROFESSIONAL SERVICES WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, \$10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. EXCEPT AS MAY OTHERWISE BE AGREED BY THE PARTIES IN WRITING, NEITHER PARTY GUARANTEES THE OTHER PARTY, OR SHALL BE HELD LIABLE FOR, ANY REVENUE, LEVEL OF EXPOSURE, DOWNLOADS, SALES, END USER OR LICENSEE SATISFACTION, SUCCESSFUL IMPLEMENTATIONS, OR INSTALLATIONS WITH RESPECT TO ANY PROFESSIONAL SERVICES UNDER THIS AGREEMENT, OR ANY SOW HEREUNDER.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

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(B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS, SUBCONTRACTORS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. **Term.** The term of this Agreement will be set forth in the applicable SOW.

5.2. **Termination.** Either party may terminate this Agreement, including any or all SOWs executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable SOW, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of this Agreement which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Following termination of this Agreement or SOW (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Professional Services and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

6. GENERAL PROVISIONS.

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

6.2. **Suspension.** Active will be entitled to suspend any or all Professional Services, including suspending its performance hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations under any SOW are to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. **Assignment.** Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. **Export; Anti-Bribery.** The Professional Services may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Professional Services in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Professional Services under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Professional Services to, or use or access the Professional Services in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. **Notices.** Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of this Agreement to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. **Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

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6.8. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.9. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 2, 3, 4, 5, 6.6, 6.8, 6.9, 6.11, 6.13, 6.14, 6.15, 6.17 of this Agreement, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.10. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

6.11. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.12. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors, subcontractors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.13. Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

| If your principal place of business is in: | The governing law is: | The courts having exclusive jurisdiction are: |
|--|------------------------------|---|
| Canada | Province of British Columbia | Province of British Columbia |
| United Kingdom, Ireland, Germany, France, or Austria | England | England |
| Singapore | Singapore | Singapore |
| New Zealand | England | England |
| Hong Kong | Hong Kong | Hong Kong |
| Australia | New South Wales | Sydney, New South Wales |
| Switzerland | England | England |
| Denmark | England | England |
| Netherlands | England | England |
| Spain | England | England |
| Sweden | England | England |

6.14. Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any SOW, the provisions of this Agreement will control as it relates to Professional Services. To the extent any provision of this Agreement conflict with the provisions of a Third Party EULA as it relates specifically to any such Third Party Products, the Third Party EULA will control.

6.15. Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.16. Counterparts. This Agreement and each SOW, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.17. Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

7. DEFINITIONS.

Contract # _____

"Active" means Active Network, LLC, or, if your principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates with a principal place of business at 5850 Granite Parkway, Suite 1200, Plano, TX 75024.

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

"Agreement" means this Agreement, together with all SOWs accepted and entered into by the parties (as described in the Preamble).

"Client" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

Desktop Software means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

"Documentation" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

"Effective Date" means the date that Client accepts this Agreement (as described in the Preamble).

"Export Laws" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Professional Services are used, accessed, or from which the Professional Services are provided.

"Hardware" means computer hardware, equipment, and/or utilities supplied by Active pursuant to an SOW.

"Intellectual Property" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the performance of Professional Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"Maintenance Services" means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or SOW.

"Preamble" means the first paragraph of this Agreement.

"Products" means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of a General Terms or Product Attachment document.

"Professional Services" means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

"SaaS" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in an applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"SOW" means the Statement of Work, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Professional Services ordered, features, options, license details, and fees.

"Software" means the SaaS and the Desktop Software, collectively.

"Support Services" means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or SOW.

"Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"Third Party EULA" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"Third Party Products" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"Updates" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

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"Upgrades" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

RFP Exceptions

Active Network, LLC (“Active” or “Proponent”) is in general agreement with the concepts contained in the terms and conditions of the Solicitation RFP Point of Sale System dated August 25, 2023 for the Incline Village General Improvement District (the “RFP”) and submits this proposal based on the understanding and condition that the Incline Village General Improvement District (the “Client”) and Active will work together in a spirit of cooperation to discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities between the parties, assumptions, and contract terms (including legal terms and conditions, as well as insurance coverage amounts) applicable to the services described in this Response to the RFP prior to finalizing the arrangement between the parties. Please note that Active requests that Active’s standard terms and conditions, a sample copy of which is attached to this proposal, form the base of the arrangement.

Active seeks to work with the Client to better understand, clarify, include and/or modify in any resulting contract several issues, including but not limited to the issues cited below. We are confident that through these discussions we can reach agreement on these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers.

Active takes exception to the following terms, conditions and/or concepts in the RFP:

1. Section E of the RFP “Insurance Requirement”, Exhibit C “Standard Services Agreement Example”: The Proponent respectfully takes exception to the section/s and/or attachments listed and seeks to delete it in its entirety and replace with Active’s standard terms and conditions (attached). The Proponent’s offering is based upon utilizing the Proponent’s template as a starting point since the Proponent’s offering is nuanced and the Proponent’s template reflects such. The Proponent is confident that the parties can work to find mutually acceptable terms and conditions based upon this approach. The proposed change will have no impact on the anticipated services.

Proponent hereby takes exception to any term or condition of the RFP which is in direct conflict with, or in addition to, Active’s standard terms and conditions attached to Active’s submission.

Active hereby reserves the right to take additional exceptions to the terms, conditions or concepts in the RFP, if necessary, at a future date.

Point of Sale System for IVGID

Luxoft Proposal

October 2023

ES DELIVERING EXCELLENCE FOR OUR
G EXCELLENCE FOR OUR CUSTOMERS
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Our Understanding

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Our Understanding of Your Requirements

Overall Project Goal

The Incline Village General Improvement District (IVGID) wishes to evolve and consolidate its Point of Sale (POS) and Financial Software. A two-phase approach has been defined: Assessment and Implementation.

We recommend adding a third phase: Production Rollout to follow the acceptance testing sign off of the implementation.

This Proposal

This proposal is for the Assessment phase which includes:

- Assessing the current POS and Financial Software technical environment
- Gathering and consolidating requirements from each current software implementation
- Formulating a written recommended transition plan for moving from the current state to the desired state. In other words, creating the Implementation Plan. This implementation plan should include:
 - Costs for project management, oversight, and implementation of the recommendations
 - Recurring costs for hosting, hardware and product licensing
 - A timeline of deliverables
 - Access to proprietary source code
 - Staff training
 - Product documentation
 - Bi-weekly status reports to the District's implementation team
 - Estimated required staff time

Our Understanding of Your Requirements

Scope

Desired State

These requirements are key to the success of the project:

- Integration with the core financial system (Tyler Munis)
- Consolidation and integration of the master records across all POS
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible
- Little, if any, loss in operational functionality from the current POS
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs
- A restricted access platform that addresses all or as many of the non-retail (owners & residents only)
- Customer relationship management across all retail POS platforms
- Documentation and Staff training on newly proposed systems

Expected Outcomes

- To have access media tied to the user's various venue passes (ski pass, recreation center membership pass, golf pass, etc.)
- User's personal credit card on record for purchases at the venues
- Venue appropriate RFID access control at the various venues

Proposal Highlights

- The RFP does a good job of setting the goals for the project. Based on that, we have included a smaller than usual one-person strategy team to gather user goals and current pain points, refine the project goals, drive consensus, and to define metrics for the system.
- The technical team will use a combination of documentation review and interviews to drive the assessment. They will also bring industry, technology best practices and relevant experience from past projects to drive their findings.
- Luxoft will conduct a series of workshops to drive rapid decision making, set common goals, and build consensus across the organization.
- Based on the need for close collaboration, we have proposed a United States based team.

Out of Scope (exclusions)

- We will deliver a high-level implementation plan to drive the next phase of the project. That plan will include EPICs/Features, and identify milestones, and not all backlog items which are early Implementation activities.

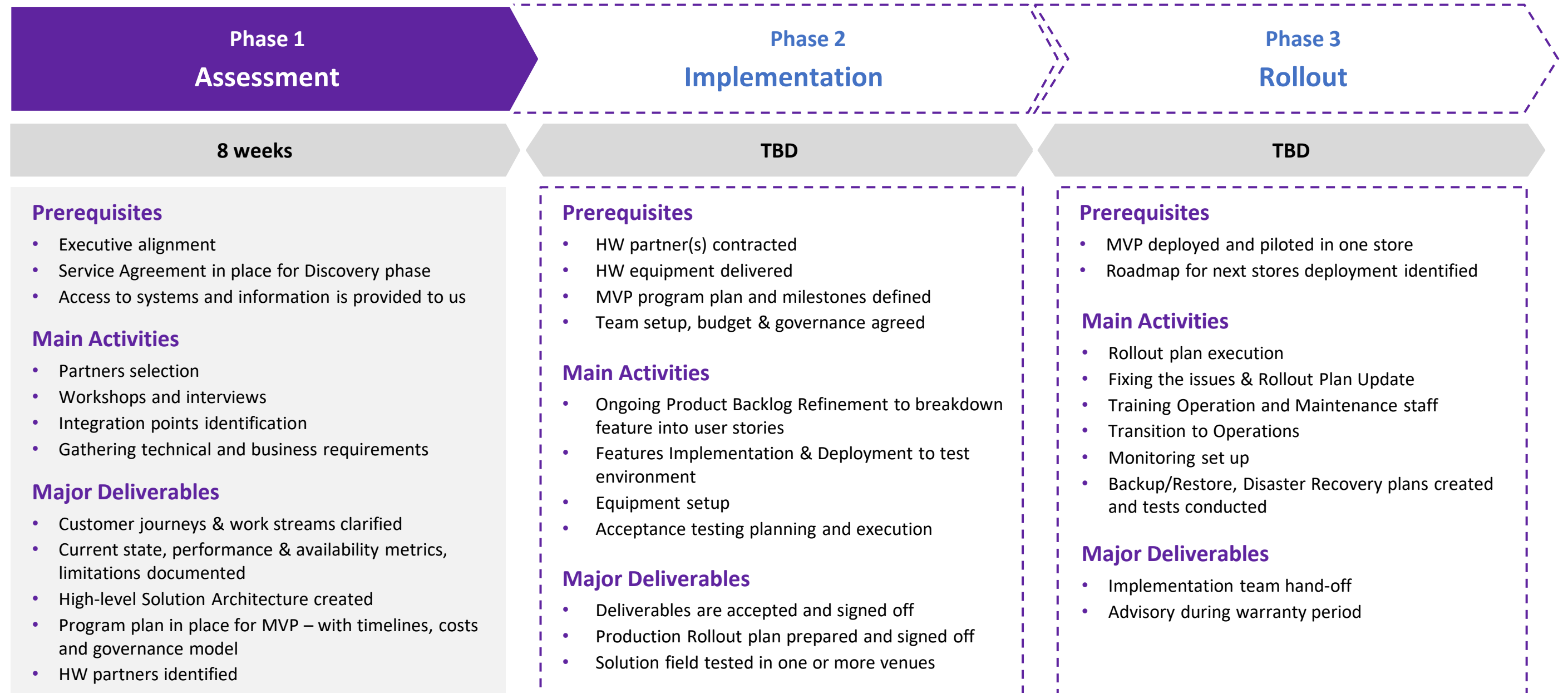
Options

- On-premise system vs a native cloud solution
- Data Analytics built in the target state system vs a Tyler Munis BI capabilities

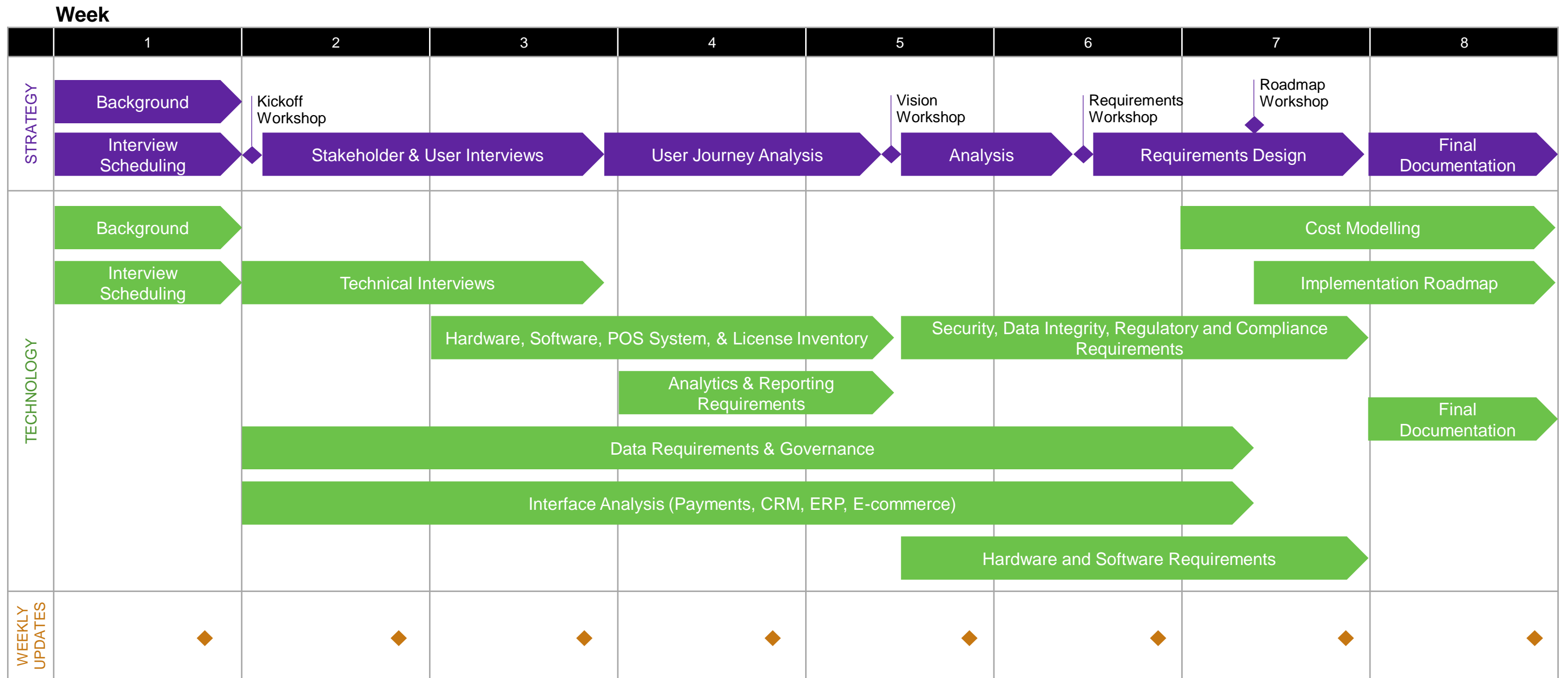
Our Approach

ES DELIVERING EXCELLENCE FOR OUR
G EXCELLENCE FOR OUR CUSTOMERS
UR CUSTOMERS AND COLLEAGUES D

Project Phases & Deliverables



High Level Assessment Plan

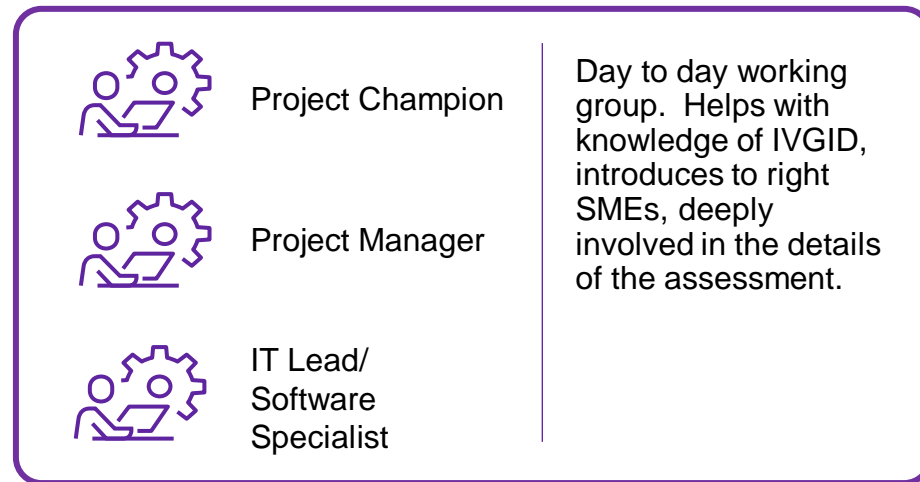


Resource allocation (Assessment Phase)

Proposed Team Structure

IVGID Team

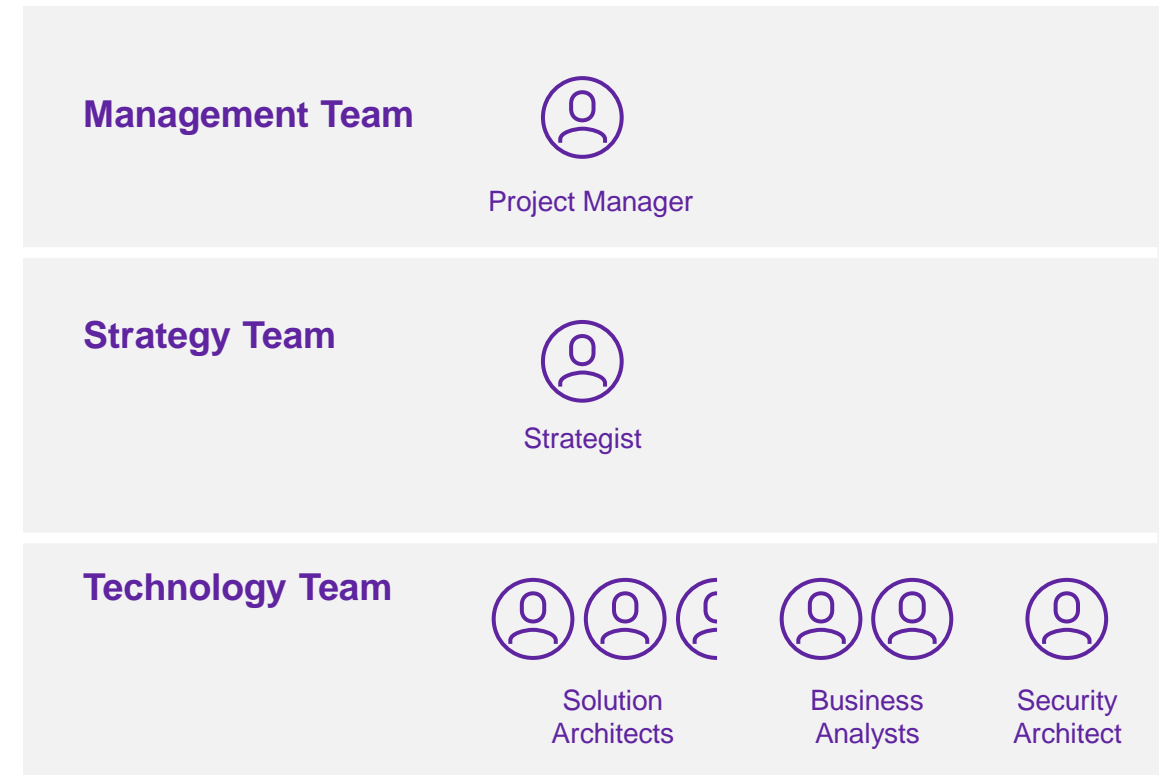
Working Team



Stakeholder/Executive Team



Luxoft Team



Budget Allocation

Fixed Assessment Cost

\$413,546 USD

Pricing includes all travel expenses.

This is a fixed price cost for an 8-week delivery of the Assessment Phase.

Proposed Staffing Plan:

| | |
|--------------------------|-----|
| Solution Architect | 2.5 |
| Security Architect | 0.1 |
| Business Analyst | 2 |
| Project/Delivery Manager | 0.5 |
| Strategist | 1 |

Roles Description

| Role | Profile | Responsibilities |
|---------------------------|--|---|
| Solution Architect | Overall responsibility for the solution architecture, including all software and appropriate hardware elements | <ul style="list-style-type: none"> Leads and coordinates technical activities and documenting throughout the project Establishes the overall structure for each architectural view: the decomposition of the view, the grouping of elements, and the interfaces between these major groups Develops all system design deliverables including the database and system design specifications, and technology infrastructure Reviews development deliverables Maintains coherence of the deliverables produced by all development groups |
| Business Analyst | Responsible for overall Customer's business processes analysis and modeling, business requirements development | <ul style="list-style-type: none"> End-users' business requirements analysis and high-level business requirements development System requirements detailed analysis to prepare functional specifications Requirements change management Rough estimating of the development efforts using appropriate technologies, tools, and methods Design high quality business systems solutions by identifying and evaluating options Facilitates and occasionally leads or champions the effort to document system requirements with signoff by business stakeholders |
| Project Manager | Overall responsibility for management and success of project –allocate resources, set priorities, coordinate interactions with the Client and keep the project team focused on the right goal | <ul style="list-style-type: none"> Plans, organizes, directs and manages the day-to-day activities of a project Communicates with the project stakeholders, reaches and maintains commitments Controls project scope, when necessary, involving change management procedures to handle change requests Provides Project Status Reports on the regular basis Develops and updates all system design deliverables Creates and updates project, design and requirements documentation |
| Strategist | Plays a pivotal role in bridging the gap between technology and business goals. It is responsible for crafting and executing strategies that drive innovation, improve efficiency, and ultimately contribute to the success of the project | <ul style="list-style-type: none"> Thinks strategically and align technology initiatives with the organization's long-term goals and objectives. Analyzes current systems, identify strengths and weaknesses, and devises strategies to improve efficiency, effectiveness, and competitiveness. Assess and mitigate risks associated with technology projects and strategies is part of the job. Identify potential threats to the organization's data, systems, and operations. Collaborate with target users to understand their technology needs and ensure alignment with IT strategies. Manage and lead a team of IT professionals responsible for implementing IT strategies and projects. |
| Security Architect | Responsible for designing and implementing comprehensive security solutions to protect an organization's digital assets, information, and technology infrastructure from cyber threats, attacks, and vulnerabilities | <ul style="list-style-type: none"> Possesses in-depth knowledge of cybersecurity principles, practices, technologies, industries standards and regulations. Identifies and assesses security risks, vulnerabilities, and threats to the organization's information systems. Develops strategies and plans to mitigate security risks effectively. Evaluates and selects security technologies and tools, such as firewalls, intrusion detection systems, encryption protocols, and access control mechanisms. Integrates these solutions into the organization's IT infrastructure. Establishes and manages IAM strategies, including user authentication, authorization, and access controls. |

About Luxoft

Luxoft Facts & Credentials

- **22+ years** in Software Development and Product Engineering services with **long-term client partnerships (10+ years)**.
- Our reputation is based on our **tangible impact** through **high-performing teams** and a **culture of ownership** that seamlessly integrates with our clients' teams.
- We bring **end-to-end product engineering** from low level hardware integration to high level domain applications.
- A long track record of **ownership, quality and predictability** with modern development technologies and agile methodologies.
- **A global network of delivery centers** connected to high talent engineering pools, providing flexibility for onshore, nearshore and offshore project delivery.
- A strong engineering culture of ownership, responsibility, transformation and innovation striving to “**Exceed Client expectations**”.



17,610+
employees with
deep digital skills



YoY 8.8%
FY23 revenue growth



425+
global clients



74
Fortune 500
client companies



58 in **29**
Cities Countries



64%
Talent with advanced
degrees (Master +)



23+
years of
delivering for
our clients

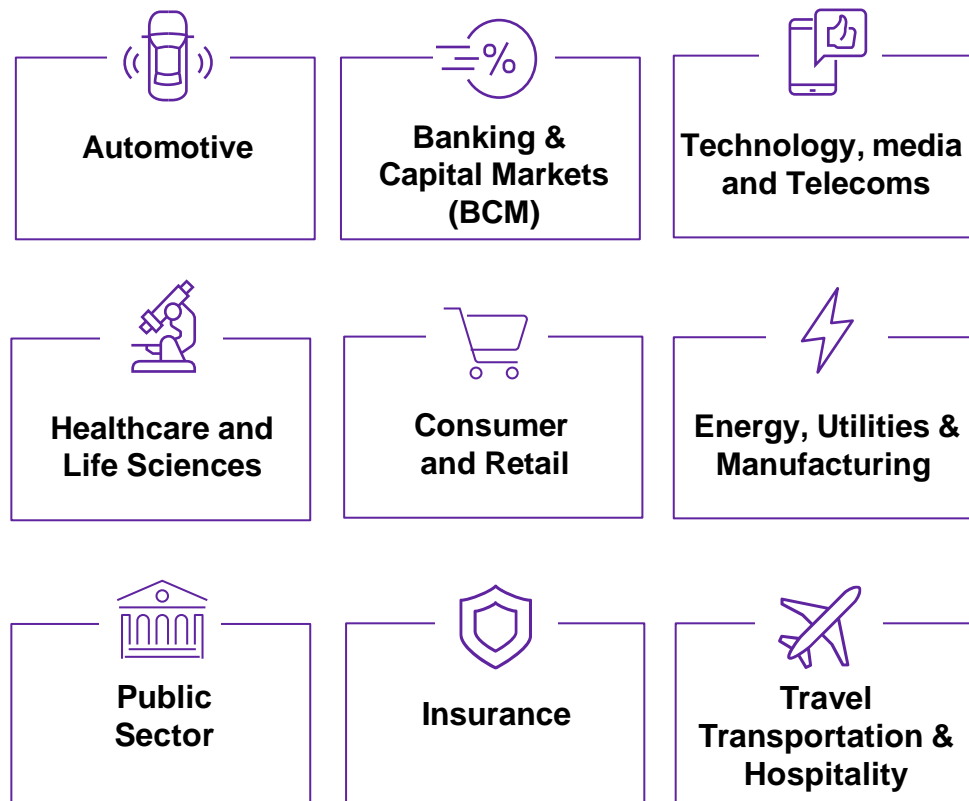


79%
Talent with 5+ years
of experience

Deep Industry and Functional Expertise

We understand our clients' industries and critical business processes, using multiple insights to determine what makes their organizations unique. We apply our industry-specific best practices, strong domain knowledge and proven capabilities to create solutions and deliver measurable outcomes.

Our Core Industry Verticals



Digital solutions that drive business change

Define Business Value

- New revenue channels
- Improved business models
- Long-term cost savings
- Operational efficiencies

Build Digital Roadmaps

- Blueprints and joint PoCs
- Reference platforms for disruptive products
- Enhanced customer experience

Deliver Engineering at Scale

- Providing the premier engineering talent
- Developing and integrating custom software for our clients

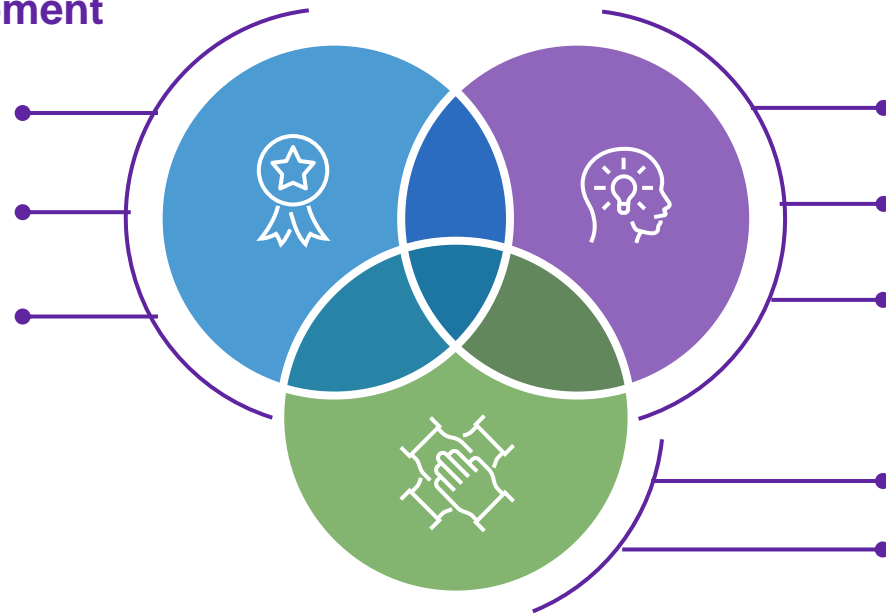
Industry Expertise



Luxoft Workforce Profile

Consistent investment in personnel development

- Mentoring programs
- Leadership Academy
- High Performers Club



Specialist industry and technical expertise

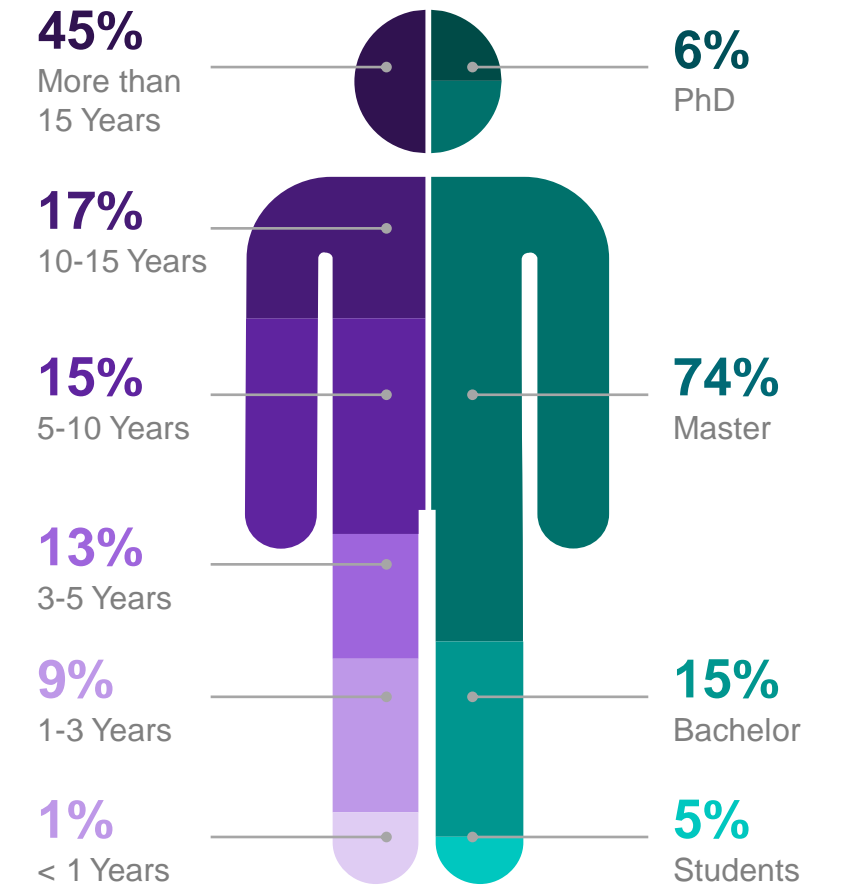
- 64% with masters' degrees and higher
- 79% with 5+ years experience
- Engineering excellence

Motivated workforce

- Mature retention framework
- Award winning development program



Seniority Profile



Why Luxoft



Contacts Information

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Solution Lead

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Global Head of Design

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917- 856-1293



Delivery Lead

Alex Burnashev

Delivery Lead/Program Manager

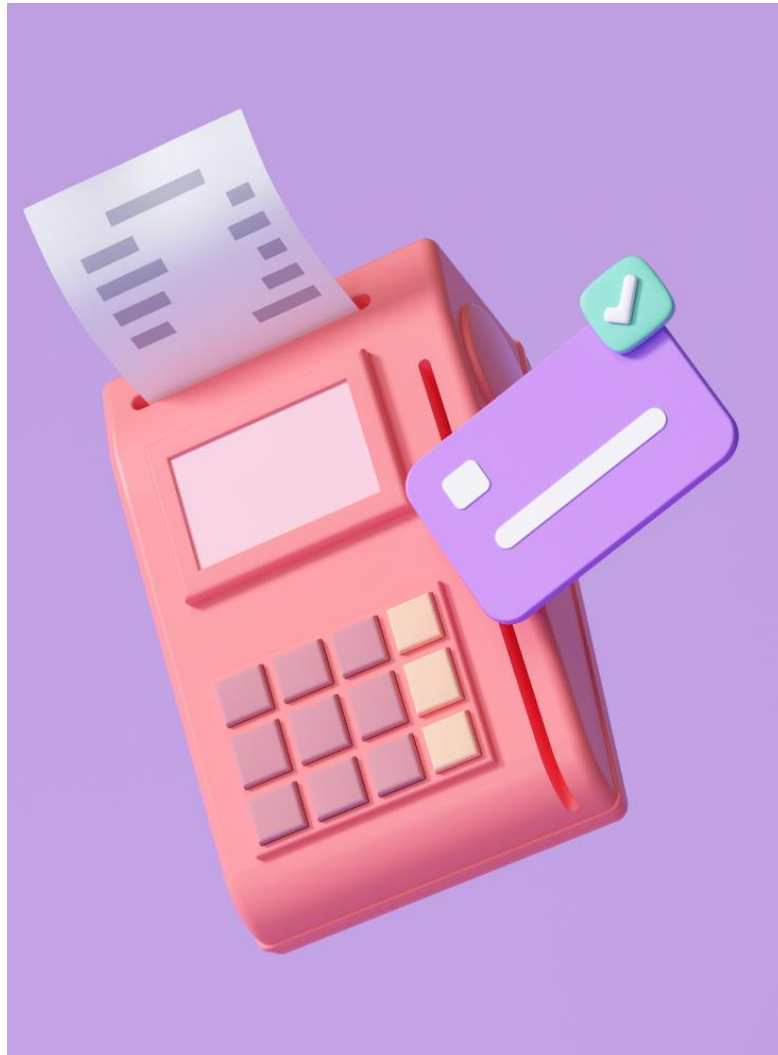
alexey.burnashev@dxc.com

832-297-1060



Relevant Case Studies and References

Single Assets API for a Global Retail Giant



TECHNOLOGIES

Java, Microservices, Micronaut, PostgreSQL, Redis



CHALLENGE

Our client is a British multinational grocery and general merchandise retailer with more than 345,000 employees and over 5,000 stores globally and it was crucial to the company to have real-time information about the status of all point-of-sale (POS) terminals and devices in their stores. This would include knowing their current state, hardware and software versions, and planning software updates and resource allocation across thousands of devices globally.

Initially, this information was managed by multiple platforms and data sources built on outdated technology, resulting in issues with scalability, reliability, and maintenance. Round-the-clock support was required to handle production incidents, which added additional complexity. The absence of a single source of truth (SSOT) for managing hardware and software of POS devices led to delays in replacing malfunctioning devices and updating software, resulting in data synchronization errors and increased efforts to resolve synchronization issues. Additionally, suboptimal allocation of virtual resources such as RAM and CPU incurred significant costs for the client across their vast store network.

SOLUTION

- A new Assets API was created to serve as a centralized and reliable source of information. The new API would apply to the mapping of POS devices (assets) to stores, the current state of each asset (hardware type, version), software versions installed on assets and allocation of virtual resources (RAM, CPU, etc.) for each asset.
- Luxoft joined the development of the Assets API during the audit phase of the existing platform. During the audit, various issues were identified, and corrective actions were proposed.
- Poor code quality and significant technical debt were addressed by a suggested refactoring of the existing codebase.
- Luxoft proposed a transition from a monolithic architecture to a microservice architecture to enhance scalability and accommodate future growth expectations.
- The team identified a need to increase unit/automation test coverage to improve the quality and reliability of the system.
- Luxoft also recommended a revised data modeling approach to leverage data storages as the primary source of input data for the Assets API, with Redis cache serving as a secondary tool for caching purposes, resolving persistence and durability issues.

RESULTS

- Decreased number of production defects in the API.
- Scalability was addressed, enabling more downstream systems to transition from the old data sources to the new Assets API.
- Trust and utilization of the newly created Assets API by downstream systems increased. This in turn paved the way for decommissioning the old systems and simplifying the management of POS terminals.
- The ability to efficiently redistribute virtual resources between terminals provided our client with cost reductions in infrastructure.

Data Synchronization Between Cloud and POS Terminals



TECHNOLOGIES

REST API, Microservices, Java, Spring, PostgreSQL, Kubernetes, Jenkins, Microsoft Azure, Redis, Splunk, Terraform, Grafana

CHALLENGE

Our client is a British multinational grocery and general merchandise retailer with more than 345,000 employees and over 5,000 stores globally. An important task was to regularly synchronize pricing and promotions information from a single source of truth (SSOT) in the cloud to all POS terminals across their stores. The task involves maintaining the hierarchy of POS devices, scheduling updates for each device, monitoring update statuses and ensuring round-the-clock functionality and availability of POS terminals with up-to-date information in every store. The task requires transferring a significant amount of data (up to 3 Gb per till during full bootstrap), so optimizing algorithms and ensuring system scalability are additional challenges. Due to the critical nature of this functionality, follow-the-sun support on L2 level is required.

SOLUTION

- The Luxoft team worked as an integral part of the core development team, actively contributing to architecture design, selecting appropriate solution technologies, and ensuring that applications adhered to the client's policies and security standards.
- The team's developers also provided high-level support and resolved production issues and continue to provide a continuous support schedule for the system.
- As the system was initially developed using in-house frameworks, including a custom update queue, scalability and reliability issues arose. The Luxoft team identified and documented the technical debt and proposed a plan for system redesign and refactoring. This plan is currently being executed alongside the active development of new functionality.

RESULTS

- A significant increase in software maintainability, leading to a reduction in production incidents and overtime work.
- Data consistency between the cloud and POS terminals has been successfully achieved.
- The Luxoft team is recognized as a core expertise team for both new product development and existing modernization efforts.

Legacy Modernization and Support of Software



TECHNOLOGIES

Java, Microservices, Azure Lambda, AWS, Spring Security

CHALLENGE

Our client is a British multinational grocery and general merchandise retailer with more than 345,000 employees and over 5,000 stores globally. As part of their digital modernization efforts, they are updating their business application landscape and implementing a microservices architecture. They have chosen Azure Cloud as the target platform for migrating their extensive set of business applications.

Meanwhile, their existing tills platform, which was initially built on AWS Cloud, needs to be decommissioned within a couple of years. However, during the transition period, this platform remains mission-critical and requires ongoing maintenance and upgrades. Luxoft developers have been actively involved in the maintenance and upgrade team, ensuring the smooth operation and development of the existing tills platform.

SOLUTION

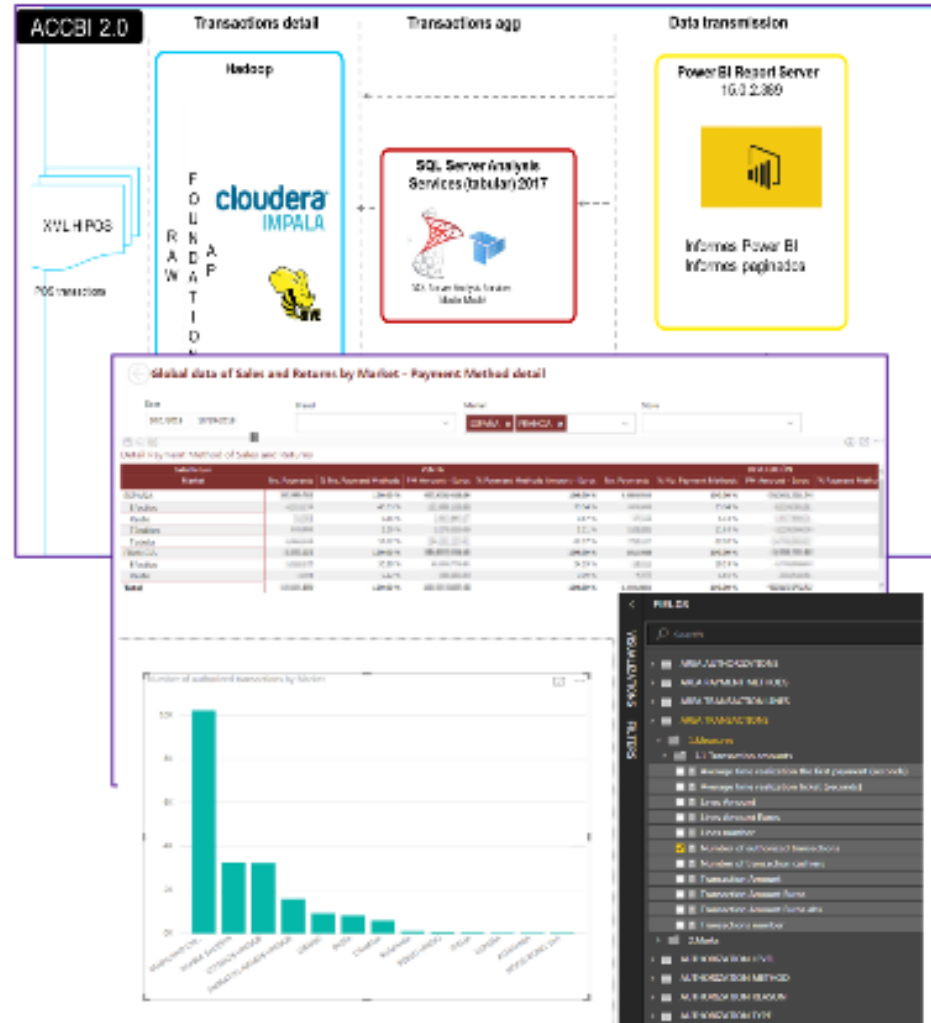
- Luxoft have actively contributed to architecture design, solution technology selection, and ensuring that applications align with the client's policies and security standards.
- While working on the existing tills platform, Luxoft identified a significant technical debt that needed to be addressed in order to support the system for the next two years and facilitate a smooth migration of business processes to the newly developed system.
- To achieve this, the team migrated both the server and client components of the system from AWS Cloud to Azure Lambda and re-implemented the authentication system to meet the company's current security standards.
- Luxoft established a high-level, round-the-clock support process with defined service level agreements (SLAs) to promptly resolve production issues and ensure the system maintains high availability.

RESULTS

- The system was migrated from AWS to the target Azure Cloud platform.
- System security was improved and aligned with company standards.
- System operation in production is ensured, and system availability and scalability KPIs were met.

Data Analytics to enable loss detection in Retail POS for European Fashion Company

Case Study



CHALLENGE

- The Loss Prevention team needs to analyze Data/ Information in the Retail POS systems, to enable these
 - Data analysis focused on loss detection
 - 1 year of historical information in detail
 - 2 years of aggregate information
 - NRT data provisioning
- KPI generation by means of business rules
- Predefined reports
- Self-service
- Proactive alerts
- Application of advanced analytical techniques

SOLUTION

- Data Pipeline Definition - From NRT to visualization without loss of information
- XML HiPOS Parser - High complexity XML that changes through time
- Model definition - Business Relationship and Knowledge Management
- Visualization Architecture - BI + Big Data
- Pre-defined reports – PBI, RPS reports
- Self Service - Access to Self-service Data Model
- User Profiles - Profile configuration for personalized access to information
- Alerts - Users are alerted by mail proactively
- Video - Reports integrated with video recording

RESULTS

- Metrics and measures of POS transactions with business relevant information
- Anomaly Detection Algorithms –
 - Detection of anomalous POS usage patterns
 - Anticipating the normalization of POS misuse
 - Exposing misuse and loss

Field Technicians Dispatch Optimization

Business Challenge

- Our client, one of the world's biggest communications companies had a network field workforce who were experiencing a significant increase in ticket error rates to install and maintenance teams which was causing increased operational costs.
- Contractors' dispatch routes were not being optimized which caused reduced productivity.
- There was a need to predict the volume of pending point of sale (POS) orders and forecast the field force resources so that they could be properly staffed and thus reduce overtime costs.

Luxoft's Delivered Solution

- We had to determine the trends and also predict ticket success rates based on specific customer-provided criteria and then optimize the schedule for all POS product lines to leverage the incumbent field force.
- The solution focused on two key deliverables:
- Predictive Analytics and Optimizing Performance. The team implemented a repeatable model to extract, transform and load (ETL) data from multiple data sources which:
- Optimized routes to reduce costs (i.e. one truck could perform 4 tasks on an optimized route instead of 2 trucks doing 2 each)
- Operations that required one truck (with a Helper) were also added.
- Predicted volume to ramp up contractors.
- Forecast ticket fall out based on volume analysis and data quality to predict the volume of pending point of sale (PoS) orders and forecast the field force resources so that they could be properly staffed and thus reduce overtime costs.

Client Benefits

- Establishment of success-rate thresholds which improved ticket success rates and reduced rework in the field on install and maintenance dispatch tickets (ratio of tickets to contractors).
- The customer was able to move from a reactive to a proactive model by predicting the number of installation contracts required to maintain success-rate ratio thresholds.
- The error rate within installation and maintenance tickets was reduced from 60% to less than 20%, cost savings were between \$100-200 million.



Project Highlights

Team size: Initial 4-man team which grew to 10.

Duration: Duration 2017-current day

Cost savings based on optimizing technicians routes, teams and predictive POS installation tickets error rates.

Technologies

- Big Data: Python and R Data
- Data Visualization: Tableau



OPPORTUNITY RISING

POINT OF SALE SYSTEM PROPOSAL FOR

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Michael Parker, Partner

Moss Adams LLP
999 Third Avenue, Suite 2800
Seattle, WA 98104
(206) 302-6500

A – Cover Letter



Dear Heidi:

Thank you for the opportunity to discuss how Moss Adams LLP (Moss Adams) can assist Incline Village General Improvement District (District) with a point-of-sale system. Our team understands your needs, and we are excited about this opportunity to serve you. We're known for completing projects on schedule, on budget, and to specification.

Every business, managed well, has the potential for tremendous growth and durability. We know because it's our story too.

Moss Adams LLP has its origins in 1913, with its current formation as a Washington limited liability partnership in 1996. Our firm's history began the year President Woodrow Wilson signed the federal income tax into law. That same year, John G. McIntosh, CPA, set up a small Seattle practice to serve a booming Pacific Northwest timber industry. Through good times and bad, through two world wars and 19 US presidents, that practice steadily extended its reach—first regionally, then nationally—to serve the businesses and industries that built this country.

Today, that practice is Moss Adams, one of the largest accounting, consulting, and wealth management firms in the nation, dedicated to assisting clients with growing, managing, and protecting prosperity. But our principles remain the same as they were when we opened our doors more than a century ago: Consistently hire talented people, work hard to make a difference in our communities, and empower our clients to discover and claim success.

Our extremely high success rate for projects can be attributed to several key factors, including our:

- Ability to grasp and follow management's vision and organizational goals. We have deep expertise and offer a wide breadth of options. As a result, we have both the know-how and the flexibility to select and adapt the best solution to meet your needs.
- Commitment to establishing a thorough understanding of your needs through discovery and design discussions.
- Comprehensive and consistent approach to requirements gathering, assessments, strategic planning, project management, and change management.
- Firm-wide dedication to delivering value and ensuring customer satisfaction.

October 4, 2023

Heidi White
District Clerk

**Incline Village General
Improvement District**
893 Southwood Boulevard
Incline Village, Nevada 89451

October 4, 2023

Heidi White
District Clerk

**Incline Village General
Improvement District**
893 Southwood Boulevard
Incline Village, Nevada 89451

RFP Exceptions. This Proposal is contingent upon completion of the Moss Adams new client acceptance process and execution of a mutually agreeable contract.

With regard to the Professional Services Agreement, Moss Adams suggests: (i) providing for representation in lieu of warranties (§§3.2.8, 3.5.27); (ii) clarifying compliance with applicable laws (§§3.2.9; 3.5.26); (iii) focusing and clarifying any indemnification provisions and obligations (§§3.2.9, 3.5.6); (iv) clarifying insurance requirements to comport with existing policies, including providing for confidentiality of insurance structure (including deductibles, retention levels, and declaration pages), non-ownership of vehicles, additional insureds are added via blanket endorsement, limits are those specified by written contract, and notification only goes to primary insured (§3.2.10; RFP Project Overview §E); (v) records inspection focused on information pertaining to fees and expenses charged and access to records shall not include facilities or systems housing confidential information of Moss Adams or Moss Adams' other clients (§3.4); (vi) clarifying IVGID ownership of final deliverables and Moss Adams' ownership (and retention) of intellectual property, working papers, works in progress, and general skills and know-how (§3.5.3); (vii) confirming any changes and further agreements will be made by mutual agreement of the parties (§3.5.4) (viii) following the American rule on attorneys' fees (§3.5.5); (ix) providing mutual limitation on liability (§3.5.24); and (x) deleting inapplicable provisions (such as §3.5.6.1 regarding design professionals).

We have successfully signed services agreements with thousands of clients and we commit to working in good faith to successfully negotiate a mutually agreeable contract on a timely basis should we be awarded this work.

Moss Adams is uniquely qualified to provide these services, and we firmly believe we offer the kind of special dedication, continuity, and commitment that inspires mutual trust and confidence in projects of this type.

Sincerely,

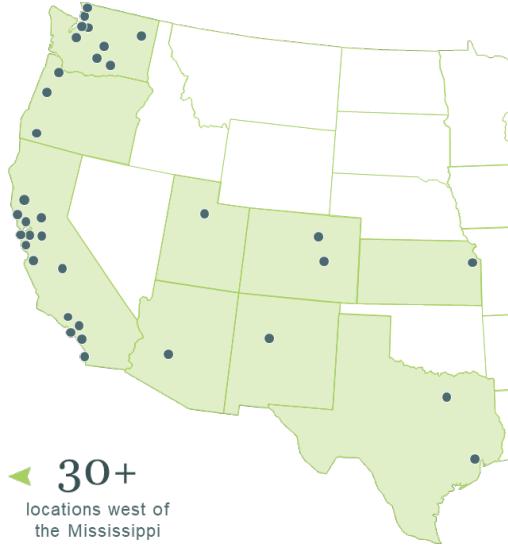


Michael Parker
Partner
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B – Company Background and Organization



At Moss Adams, we believe in the power of possible. As a business and personal advisory firm with 4,400 professionals across more than 30 locations, we work with clients to meet the rising challenges and opportunities of tomorrow. Through a full spectrum of accounting, consulting, and wealth management services, we bring the deep industry specialization and unconventional thinking our clients seek.

Since we put down roots in the Pacific Northwest more than 100 years ago, we've steadily expanded to serve clients across the nation and globally. Our full range of services includes accounting (assurance and tax), consulting (IT, strategy & operations, transactions, and specialty), as well as individual and institutional wealth management.

Moss Adams is one of the 15 largest US accounting and consulting firms and a founding member of Praxity, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.

Full-Service Capabilities

We offer a full range of services and specializations that span accounting, consulting, and wealth management to suit your specific needs.



CONTACT INFORMATION

| | |
|------------------------|--|
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THE MOSS ADAMS MISSION

Our core values guide us in all we do at Moss Adams. They represent the qualities we look for in the people we hire, our beliefs about how we should conduct our business, and our aspiration to do our very best work. We hold ourselves accountable through our commitment to social responsibility.

| | | | | |
|--|--|--|---|---|
| <p>WE CULTIVATE POSSIBILITY</p> <hr style="width: 20%; margin: auto;"/> | <p>WE'RE ALL-IN</p> <hr style="width: 20%; margin: auto;"/> | <p>WE'RE INDUSTRY OBSESSIVES</p> <hr style="width: 20%; margin: auto;"/> | <p>WE'RE ONE FIRM</p> <hr style="width: 20%; margin: auto;"/> | <p>WE DEVELOP THE BEST</p> <hr style="width: 20%; margin: auto;"/> |
| <p>With optimism and enterprise, we're committed to helping our clients achieve prosperity—however they define it.</p> | <p>Rabidly client-focused, we develop deep, collaborative relationships to understand our clients' businesses, lives, and needs.</p> | <p>We bring deep industry expertise and technical skill to our clients, allowing us to offer both foresight and insight.</p> | <p>We're keen, integrative problem-solvers, bringing our whole firm to each client.</p> | <p>We're dedicated to developing the best client advisors in the profession, within a culture of collegiality and authenticity.</p> |

Pillar and the Four Cornerstones

OUR VALUES

Our operating philosophies that guide our conduct.

Our core values guide us in all we do at Moss Adams. They represent the qualities we look for in the people we hire, our beliefs about how we should conduct our business, and our aspiration to do our very best work.

We hold ourselves accountable through our commitment to social responsibility. This correlates to exceptional client service, which is reflected in the success and growth of both our firm as a whole and our enterprise system consulting group.

PILLAR is an acronym for:

Passion for excellence. Set high goals and standards; dedicate ourselves to high-quality work.

Integrity. The bedrock of trust; it's fundamental to our role as client service professionals and to serving the public interest.

Lifetime learning. Seek opportunities for professional and personal growth; continually develop our knowledge.

Leading by example. Act as mentors for others; respond to requests in a timely manner; honor our commitments.

Accountability. Accountable for performance standards and having a balanced life.

Respect. Respect others' time and avoid last-minute requests; act professionally and responsibly during stressful situations.

The Four Cornerstones are:



People. Employee retention; hire and train the best professionals and provide leadership development.

Clients. Passion to provide outstanding client service; a large part of our success and growth is based on the retention of invaluable clients.

Safety. The background of our safety initiative is integrity.

Growth. Growth provides opportunities for our employees, which in turn provides resources for our clients.

What Constitutes Success for Moss Adams

All of our firm's strategies are driven by our four cornerstones: people, clients, safety, and growth. Our success is measured by our ability to achieve the goals we set forth in each of these key areas.

People

Our business is only as good as our people, so we strive to attract and retain the right people by making Moss Adams a great place to work. Our high employee retention rate and the increasing rate at which we are admitting new partners each year are evidence that the many programs we've put in place—like skills training, leadership development, and succession planning—are working well.

Clients

Moss Adams is continually striving to maintain our high standard of client service. As our mission states, our standard is to achieve exceptional status in your view, based on our performance. Providing accurate and timely service, knowing your business and your industry, having the appropriate resources to meet your needs—these all play into our focus on serving clients. Our exceptional client retention rate and the positive results we receive from our annual client survey process are key indicators that we're meeting our client goals.

Safety

Safety is paramount at Moss Adams. We believe that an integral part of a great business is having professionals who know how to operate in a socially responsible manner that helps protect their careers, our clients, the community, and the firm. As a result, we have many programs in place to evaluate and maintain our safety standards.

In addition to the peer review process, we conduct annual internal quality assessments in which partners and senior managers from one office go to another office to review engagements for compliance with firm policies and generally accepted auditing standards. The results of these inspections are summarized and presented to our offices' leaders at an internal conference of our assurance service professionals. This conference helps all firm leaders learn about current trends and areas needing improvement.

We've established firm committees for both business assurance and tax, and these committees rigorously uphold the quality assurance measures set forth by the firm. These committees are responsible for staying abreast of all relevant regulatory changes and training for all firm professionals.

Growth

We must grow to add opportunities for our partners and employees and to meet our clients' ever-changing needs. Through hiring and retaining the right people, keeping clients satisfied, and operating in a safe manner, we're successfully achieving our growth goals.

MAJOR LINES OF BUSINESS

Our Consulting Practice

Our full-service consulting team identifies and meets the needs of small- and middle-market organizations across all industries. With a focus on both strategy and effective implementation, our consulting services address a range of business transition challenges, including start-up, fast growth, turnaround, mergers, and generational transitions. By serving as both management consultants and technical advisors, we're able to navigate our clients through change processes that increase performance results and organizational capacity.

Through effective listening and counseling skills, we identify, clarify, and facilitate solutions that provide immediate results. In particular, we're recognized as advisory leaders in IT; strategic and business planning; business owner succession; organizational development and improvement; leadership development training and education; management consulting, coaching, and mentoring; valuation and appraisal; and change management.

MOSS ADAMS DIFFERENCE

The Moss Adams Service Philosophy

At Moss Adams, we're all in, personally engaging with clients to help them anticipate, prepare for, and embrace the future. We take the time to understand your business or individual situation, anticipate needs, and identify gaps before they become obstacles, so you can grow, manage, and protect your prosperity with confidence.

One of the ways we foster closer relationships with our clients is through a high level of partner involvement with each engagement. You get personal attention from our most experienced professionals,

who lend their proven technical skills, thoughtful guidance, and steady hand to your most complex business challenges.

And thanks to a staff-to-partner ratio that averages around ten to one, we’ve created an environment of intense professional development. This means our partners—and also our senior managers, managers, and other personnel—can provide the District with well-trained, seasoned, tested expertise.

From our clients, we expect total honesty. In return, we promise to be proactive, candid, accessible, and knowledgeable—always ready to share our expertise, but seeking first to listen to make sure we understand your business, its unique needs, and how we can help. Our professional skills are the foundation upon which we build a successful client relationship. It’s the innovative way we apply those skills to your unique circumstances that sets Moss Adams apart.

Clear Benefits for Your Organization

| The Benefit | How It Happens |
|-----------------------------------|---|
| More Efficiency and Effectiveness | We’ll design an engagement plan that’s unique to your organization and based on areas deemed to have the highest risk. During the audit, the focus is on assessing and testing these areas. This approach focuses efforts on what’s most important to you and the users of your financial statements and audit reports. |
| More Senior-Level Attention | Our approach relies on greater partner and manager involvement. Senior-level professionals monitor and supervise the engagement, and partners conduct their reviews in real time. |
| More Flexibility | We build reasonable flexibility into the engagement timing to fit your schedule and needs. |
| More Relevant Analysis | We take the necessary time to analyze your operational issues, which allows us to provide valuable and practical insight from a third-party perspective. |
| More Timeliness and Efficiency | Our engagement teams use proven technology to provide an efficient and effective engagement. |

PENDING LITIGATION

As with any large firm, Moss Adams is occasionally involved in addressing legal and regulatory issues. However, no action, suit, proceeding, inquiry, or investigation before or by any court or federal, state, municipal, or other government authority is pending, or to our knowledge is threatened against Moss Adams, related to or which would have a material effect upon the services contemplated herein.

C – Experience

For the last 20 years, IT services represent a core component of the Moss Adams consulting practice. Our consultants have extensive business and technology backgrounds, complemented by their systems expertise. We understand the benefits of automation and technology, as well as the risks.

Our IT professionals assist clients with planning system needs, selecting hardware and software, managing third-party vendor installations of hardware and software, and acting as an ongoing resource for your internal IT specialists. We're capable and available to handle entire projects or to provide occasional consultation services. To support our efforts, we bring technology and business consultants to the team who've successfully participated in the following:

- Alternatives analysis
- Complex technology assessments
- Dashboard development
- Data governance and strategy
- Data pipeline implementation
- Implementations
- Independent system acquisitions
- Network design and administration
- Organizational assessments
- Policy and procedure assessment
- Process improvement
- Security reviews
- Strategic planning
- System needs analysis
- Workflow re-engineering

Our team is comfortable with the unique requirements of the District's operating environment, and you can rest assured in the level of quality of the services you'll receive. Our team has earned recognition for similar engagements and has an established reputation for our services based on our discriminating analysis and track record of successful implementations.

Our consulting group has a reputation for value, objective analysis, and focused insight. Our extensive experience enables us to guide organizations efficiently and effectively through security assessments and procedural reviews to make realistic recommendations that clients can implement. As a result, we're often asked to address the most challenging issues facing management and operational teams.

Below is a sample of the range of services our group can provide:

| Enterprise Systems Consulting | | |
|---|---|---|
| <ul style="list-style-type: none"> • Workflow and business process reengineering • Systems assessments • Systems evaluation, selection, and implementation • Project management and quality assurance | <ul style="list-style-type: none"> • Systems integration • Custom software development • Corporate performance management and business intelligence • Feasibility studies and alternatives analysis | <ul style="list-style-type: none"> • Management and operational reviews • Vendor management |

| IT Consulting | | |
|--|---|--|
| <ul style="list-style-type: none"> • Cost-benefit analysis • Technology assessments • IT risk assessments • IT governance | <ul style="list-style-type: none"> • Performance audits • Organizational development • Profit leakage solutions | <ul style="list-style-type: none"> • SDLC and change management analysis • E-commerce and mobile computing reviews |
| Information Security | | |
| <ul style="list-style-type: none"> • Data classification • Disaster recovery and business continuity planning • Social engineering • Intrusion detection reviews | <ul style="list-style-type: none"> • Network security design • Penetration testing • HIPAA security assessments • Cloud security alliance audits • IT security assessments | <ul style="list-style-type: none"> • Security policy and procedure development and review • Technology audits • Compliance assessments (FISMA, NIST, COBIT, ITL, and ISO) |
| IT Infrastructure | | |
| <ul style="list-style-type: none"> • Network architecture and design • Infrastructure assessments • IT strategic plans, steering committee planning, and participation | <ul style="list-style-type: none"> • Infrastructure architecture, design, and validation for business continuity planning and disaster recovery requirements • Outsourced chief information officer or information security officer | <ul style="list-style-type: none"> • On-site and remote network deployment services • Server virtualization, storage, and recovery • Desktop and application delivery • Staff augmentation |
| IT Compliance | | |
| <ul style="list-style-type: none"> • Internal controls review • IT internal audit • Microsoft vendor DPR attestations | <ul style="list-style-type: none"> • PCI DSS QSA and ASV services • Sarbanes-Oxley services • SOC 1, SOC 2, and SOC 3 audits | <ul style="list-style-type: none"> • SysTrust® and WebTrust® • Agreed-upon procedures |

System Selection Services

Our team of accomplished consultants combines extensive knowledge of business processes with an outstanding track record of providing support from system selection through implementation. Our project approach is guided by standard methodologies that, while tailored to each client’s unique circumstances, have proven successful in hundreds of engagements.

APPROACH AND METHODOLOGY

We provide system selection services to organizations experiencing challenges with their legacy systems and considering more robust system options capable of supporting their business processes and future growth.

Our team of accomplished consultants combines extensive knowledge of business processes with an outstanding track record of providing system selection services. Our project approach is guided by a comprehensive framework that, while tailored to each client’s unique circumstances, has proven successful in hundreds of engagements. This approach will structure the system selection and acquisition process in a way that delivers the critical decision support you need at each stage to make a rational, strategy driven, operationally minded, and risk aware decision.

Our System Selection Process

| | Project Initiation | Internal Diligence | Provider Evaluation | Provider Engagement |
|------------------|--|---|---|---|
| Key Activities | <ul style="list-style-type: none"> Stakeholder Team Creation Scope Confirmation Project Kickoff Meeting | <ul style="list-style-type: none"> Strategic Alignment Business Process Reviews Requirements Gathering Gap Analysis | <ul style="list-style-type: none"> RFP Development Requirements Confirmation Solution Option Identification RFP Distribution RFP Response Analysis | <ul style="list-style-type: none"> Demo Script Development Discovery Sessions Scored Demonstrations Reference Checking Selection and Negotiation |
| Decision Support | <ul style="list-style-type: none"> Project Charter Project Steering Committee Project Team Confirmed Scope Project Plan | <ul style="list-style-type: none"> Strategic Objectives Prioritized Requirements Process Flow Objectives Day in the Life Scenario | <ul style="list-style-type: none"> Solution Provider Profiles Scored Requirements Requirement Risk Profile Initial Cost Estimates | <ul style="list-style-type: none"> Demo Score Analysis Requirement Risk Analysis Final Cost Estimates Reference Feedback |

System Selection Best Practices

To maximize value for our clients, our team follows the best-practice guidelines listed below during our system selection engagements:

Tie business objectives to technology objectives

Focus on present and future business processes and associated technical requirements.

- Determine universal clarity, understanding, and agreement on what's working well or can or should be improved.

- Identify gaps and plan to close them.

- Prioritize solutions (e.g., impact and timing: pre-implementation, during implementation, post-implementation) for any sources of pain or inefficiency and avoid automating inefficiency.

Leverage a cross-functional team, including senior management.

Provide strong project management.

Develop an approach that's vendor agnostic, yet vendor aware.

Deliver adequate change management through planning, communication, and knowledge transfer.

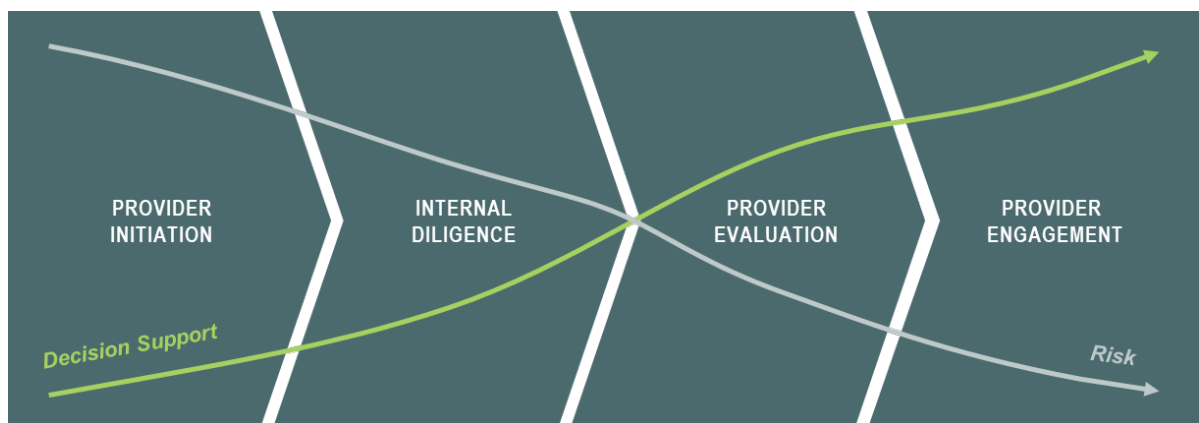
Achieve timely results with thoroughness, accuracy, and objectivity.

STRUCTURE SELECTION ADVANTAGES

We manage the entire selection process leveraging our structured selection methodology illustrated above, which allows your team to focus on strategic plan alignment and domain expertise contribution.

The structured process includes gates driven by decision support at each phase to ensure we are prepared to enter the next stage. This ensures a comprehensive inward analysis prior to provider evaluation and engagement to maximize the value of the time that your team invests with viable vendors.

Throughout the structured process, decision support elements are produced that may also be leveraged for implementation planning and execution particularly for areas with greater complexity and risk.



REFERRALS

Hear for yourself the unique experience our clients have in working with our firm. We're confident they'll share stories of how we make their lives easier, help them identify and take advantage of rising opportunities, and guide them to increased prosperity.

| | | |
|---|--|---------------------------|
| MT. HOOD MEADOWS RESORT | Derek Gibbs, CFO | (503) 337-2222 Ext1409 |
| SAN MANUEL BAND OF MISSION INDIANS | Grace Wu, Director, Finance and Accounting | (909) 864-8933 Ext 652209 |

SPECIAL CONSIDERATIONS AND ENHANCING ATTRIBUTES

We pride ourselves on not only leveraging best practices, but also serving as a source of best practices in our engagements. We conduct these engagements in accordance with industry standards. Our firm has internal controls in place to make sure we deliver high quality, defensible products for all strategy and operations consulting engagements, including the following:

| | |
|--|--|
| INDEPENDENCE | We accept engagements carefully and assign teams with equal care so that no external, personal, or organizational impairments exist in our work. |
| PROFESSIONAL JUDGMENT | We use careful planning to determine the type of assignment to be performed and the standards that apply to the work. This includes defining the scope of work, selecting a specific methodology, determining the type and amount of information to be gathered, and choosing appropriate benchmarks. We also maintain an attitude of professional skepticism, which includes a questioning mind and a critical assessment of evidence. Our standards of professional judgment demonstrate experience and integrity in the performance of all our engagements. |
| COMPETENCE | The proposed staff for your engagement are certified data management professionals who extensively work with the Data Management Body of Knowledge (DMBoK). Further, they are well qualified to serve technology entities. Our firm has a rigorous continuing professional education program so that all staff meet specified requirements for education. In addition to rigorous continuing professional education, our proposed staff members work in a supervised environment that fosters the development of experience and professionalism. |
| QUALITY CONTROL & ASSURANCE | We have a comprehensive process of internal quality control and supervision. All engagements are assigned to a qualified engagement manager. All deliverables, including workpapers, findings, recommendations, and final reports are processed through a critical quality control review process. In addition to these regular quality control and assurance controls, our firm participates in a regular external peer review process. |

Our project methodology encompasses project planning, fieldwork, interviews, documentation of evidence to support our findings, commendations, recommendations for achieving improvements, and a project report that delivers high-impact analysis and an action plan.

D – Staffing Plan

Working with the right team of professionals makes all the difference to your engagement. The team members we've thoughtfully selected to meet your specific needs have years of relevant experience. But more than that, you'll find they bring an optimistic perspective focused on helping you explore and embrace emerging opportunity. Your Moss Adams team will personally engage with your team and bring a new level of energy and enterprise to your engagement.

We take great pride in the experienced professionals we assign to engagements. Both our new and long-term clients regularly compliment our staff on their industry knowledge and practical approach. Due to our low turnover average, we commit to returning staff on engagements whenever possible.

The District will be served by some of our firm's best client service partners and technical practitioners including:

Chuck Andrews, Director, Project Lead

Michael Parker, Engagement Partner

Mike Dorisio, Manager, Project Manager

Chuck Andrews, Director



Professional Experience

Chuck has over 20 years of experience delivering complex consulting projects, with extensive experience evaluating and implementing enterprise software systems across industries. He's highly experienced in enterprise system implementations, including ERP, CRM, learning management, and field service management. Chuck previously held senior-level positions responsible for needs analyses, system selection/implementation, and professional services management, among others. He was introduced to NetSuite in 2006 during a system selection for a national energy drink company. In addition to leading several NetSuite implementations since then, Chuck has run multiple businesses using NetSuite.

Education

BS, secondary education and biology, Florida Institute of Technology
Bottom Line Project Management Executive Program



Professional Experience

Michael has worked in the technology consulting industry for more than 25 years. He leads the Enterprise Systems Consulting group at Moss Adams where he provides consulting services related to enterprise resource planning, human capital management, client relationship management, and enterprise software to clients on a global and national basis.

Prior to joining Moss Adams, Michael was a leader in the cloud solutions practice of a Big Four firm, where his responsibilities included customer success, practice management, and revenue attainment. He's also held executive-level positions at CA Technologies, Newmerix, and PeopleSoft, where he focused on consulting management, customer success, and sales.

Michael is a Certified Employee Benefits Specialist (CEBS). He's been published in *Contact Professional Magazine* and spoken at events for PeopleSoft, SAP, Workday, Gartner, and Oracle.

Professional Affiliations

NetSuite SuiteSuccess Certified

Education

BS, computer science, University of Georgia

Mike Dorisio, Manager



Professional Experience

Mike is a manager with the Enterprise Systems Consulting group at Moss Adams. He has a track record of successfully advising clients and delivering improvements for business operations, with a focus on increasing efficiency through design of innovative process improvements and technical solution integrations. Mike is technically minded, resourceful, and skilled at bridging gaps between functional and technical resources while effectively engaging cross functional stakeholders.

Prior to joining Moss Adams, Mike served in various director and managerial roles with Verdant Services; DeWolf, Boberg & Associates; Capgemini; and Accenture. He is also the founder of Dorisio Innovations.

Professional Affiliations

- Capgemini Engagement Manager
- Institute of Industrial and Systems Engineers
- Oracle Fusion Financials Cloud General Ledger
- Oracle Fusion Financials Cloud Receivables

Education

BS, industrial and management systems engineering, West Virginia University

E – Financial Data

Our Firm’s Financial Stability

Moss Adams is in a solid financial position with sufficient working capital to meet its existing and future liabilities. Our firm’s executive committee and partners have a long track record of sound financial management and are dedicated to ensuring the financial integrity of the business. We have over 4,400 personnel, including more than 400 partners, and annual revenues in 2022 were \$1.1 billion. As a private partnership, we don’t disclose detailed financial data. However, if you would like to check our creditworthiness with Dun & Bradstreet, our DUNS number is 07-573-4889.

F – Project Cost and Schedule

PROJECT TIMELINE

Moss Adams is prepared to commence this project in November 2023, based on the projected award date of October 25, 2023. Assuming Client personnel are readily available to meet and work with our team members, an elapsed time of approximately five (5) to seven (7) months is expected to complete the work. This is considered an accelerated schedule designed to meet your needs in this situation. Factors that could influence the overall schedule include staff availability, availability of documentation, extent of supplemental analysis, desired level of documentation, holidays, and employee leave time.

Point of Sale Assessment and Selection

The Moss Adams

The work plan that follows provides a list of tasks to assist IVGID in the system assessment, determining requirements, and conducting a selection process for the point-of-sale system.

| Point of Sales System Assessment and Selection Work Plan | |
|--|--|
| Phase 1 - Project Initiation and Ongoing Management | |
| Task 1.1 | Establish project, confirm objectives, and finalize work plan and schedule |
| Task 1.2 | Schedule group sessions, interviews, and other tasks |
| Task 1.3 | Project management, quality assurance, oversight, and weekly status reporting |
| Deliverables: | |
| <ul style="list-style-type: none"> • Work plan • Confirmed business process scope. • Weekly status reports | |
| Phase 2 - Fact Finding and Business Process Analysis | |
| Task 2.1 | Obtain and review existing documentation |
| Task 2.2 | Conduct walkthrough of existing technology environment and systems |
| Task 2.3 | Conduct on-site/virtual process and requirements discovery work sessions including a work session to confirm the strategic goals of the business |
| Task 2.4 | Establish technology standards and integration requirements |
| Task 2.5 | Identify an initial set of solution vendors based on high-level requirements and scope |
| Deliverables: | |
| <ul style="list-style-type: none"> • Prequalified list of vendors • Draft functional requirements listing/definition | |
| Phase 3 - Requirements Analysis and Definition | |
| Task 3.1 | Document functional requirements |
| Task 3.2 | Review requirements and provide feedback |

| Point of Sales System Assessment and Selection Work Plan | |
|--|--|
| Task 3.3 | Co-develop request for proposal (RFP) (Moss Adams will provide the template and requirements sections, and IVGID will provide all corporate and project related information) |
| Task 3.4 | Finalize vendor participation list |
| Task 3.5 | Review RFP with project team. Publish RFP and coordinate vendor responses |
| Deliverables: | |
| <ul style="list-style-type: none"> Finalized Vendor List Functional Requirements Listing / Definition RFP to be sent to Vendor Participation List | |
| Phase 4 - System Evaluation and Vendor Selection | |
| Task 4.1 | Establish selection criteria and develop scoring model |
| Task 4.2 | Respond to vendor questions |
| Task 4.3 | Receive, review, and evaluate RFP responses from vendors |
| Task 4.4 | Assist project team in evaluating responses and select software vendors to participate in software demonstrations |
| Task 4.5 | Co-develop software demonstration script(s) with IVGID and complete scoring model using Moss Adams template |
| Task 4.5 | Coordinate, facilitate and attend vendor demonstrations (assume no more than two vendors) |
| Task 4.6 | Resolve open items with vendors not covered during vendor demonstrations |
| Task 4.7 | Apply scoring model and consult on final vendor selection |
| Task 4.8 | Contract negotiations* – IVGID will own this task with Moss Adams providing advisory services if requested through an addendum. |
| Deliverables: | |
| <ul style="list-style-type: none"> Scoring model Demonstration scripts Analysis of demonstration scorecards and revised proposal response decision support <p><i>*Moss Adams can review vendor agreement(s) and provide consulting on best practices for contract structure and terms if desired.</i></p> | |

Point of Sale Implementation Governance

Moss Adams proposes that we provide project governance for the implementation of the point-of-sale system selected. Based on our role in the assessment and selection, our team can provide continuity throughout the implementation leveraging the work product of the assessment and selection process to drive the implementation plan and execution. We find this approach, combined with a proven vendor implementation methodology provides effective risk management for the implementation process particularly in areas where integration and customization are required to address IVGID’s business goals.

The point-of-sale implementation governance scope will vary based on the solution selected by IVGID. However, an initiation phase to is common to governance engagements to establish the project team,

project plan, communication plan, and awareness session with key stake holders. Our estimate fees for this phase may be revised based on the scope and timing of the solution selected and scope of the implementation effort.

PROJECT FEE PROPOSAL

For our clients, it’s about more than the dollars you pay at the end of the day; it’s about value. Consider both the tangible and intangible benefits of working with us. You’ll get solid and timely deliverables. But more than that, the experience you’ll have working with forward-thinking, industry-specialized professionals who work side by side with you to explore new possibilities is where you’ll see the value. Invest in your future prosperity and experience a different style of service with us.

Our fees are based upon the hourly rates of individuals assigned to the project, plus expenses. Fees will be billed monthly as incurred on a time and materials basis. The professional fees for the project are expected to range from \$85,000 to \$105,000, plus expenses.

| Service Description | Amount |
|--|---------------------|
| Point of Sale Assessment and Selection | \$55,000 - \$65,000 |
| Point of Sale Implementation Governance Estimate | \$30,000 - \$40,000 |
| | |

Billing Rates Table

| Staff Level | Hourly Rate |
|----------------|-------------|
| Partner | \$435 |
| Director | \$420 |
| Senior Manager | \$330 |
| Manager | \$295 |
| Senior | \$265 |
| Staff | \$220 |

We can jointly manage the budget for this engagement at project initiation through discussions regarding project scope, resource availability, assignment of duties between Client and Moss Adams team members, the anticipated level of effort, and overall project timing. If our time is less than anticipated, we will bill the lesser amount. If our time is more than anticipated, we will discuss this with you before proceeding further.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

We're All In

At Moss Adams, we're all in, personally engaging with clients to help them anticipate, prepare for, and embrace the future. We're committed to doing everything in our power to meet and exceed your expectations.

Our goal—to serve you for the long term so you can focus on your business.

Let us show you what Moss Adams can do for you.



THANK
YOU