

AGREEMENT FOR RECREATION AND PARKS MANAGEMENT SOFTWARE

THIS AGREEMENT FOR RECREATION AND PARKS MANAGEMENT SOFTWARE ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **PERFECTMIND, INC.**, a foreign profit corporation duly organized in British Columbia, Canada and authorized to do business in the State of Florida (EIN: 88-0435603) ("Vendor").

WHEREAS, on October 13, 2021, City issued an Invitation to Bid ("ITB") for the provision of armored car services ITB No.: REC/210945 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by PerfectMind, Inc. was found to be the lowest; and

WHEREAS, PerfectMind, Inc. was chosen as the intended awardee to provide recreation and parks management software to the City (the "Project"); and

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-3)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Technical Requirements (C-1 through C-12)
- Exhibit D: Implementation Plan (D-1 through D-17)
- Exhibit E: Vendor Proposal (E-1 through E-73)
- Exhibit F: Software Authorization (F-1)

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents. If there is a conflict between the individual

Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Contract Documents. The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** Vendor shall be paid a maximum limiting amount of **FIFTY-FOUR THOUSAND, FOUR HUNDRED AND NO/100 DOLLARS (\$54,400)** over the initial contract term in accordance with the Contract Documents.
 - A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
 - B. **Renewal Pricing Increases.** Any pricing increase for renewals shall be subject to negotiation as approved by City. Any and all renewals shall be subject to a maximum negotiated price increase of no more than **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions. Price increases shall be based on the CPI-U. Service Provider shall submit CPI justification with any and all requests for pricing increases at least **NINETY (90) DAYS** prior to the end of the then contract term.
 - C. **Invoice Submission.** Vendor shall invoice the City at least once a month during initial implementation and staff training. All monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Recreation and Parks Department, 828 NE 8th Avenue, Ocala, Florida 34470**, Attn: **John Spencer**, E-Mail: jspencer@ocalafl.org.
 - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted

- to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgment at the highest rate allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 16, 2022** and continue in effect through and including **MARCH 15, 2025**. This Agreement may be renewed for **ONE (1)** additional **TWO-YEAR** (2-year) period by written consent between City and Vendor.
6. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. **Lead Time.** The maximum acceptable lead time to begin the implementation phase is **TWO (2) WEEKS** from the City issued Notice-to-Proceed. At no time will the Vendor be allowed to lag behind.
- B. **Implementation and Training Schedule.**
- | | |
|---------------------------------|--|
| Completed by April 15, 2022 | Project kick off and discovery session Project initiation |
| Completed by August 15, 2022 | Software Configuration and Reports |
| Completed by September 15, 2022 | User Acceptance Testing |
| Completed by October 15, 2022 | Training and Documentation |
| Live November 1, 2022 | Go-live |
- C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event

giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

- D. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Vendor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Vendor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
- E. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Vendor, to include costs incurred by City for the procurement of additional professional services
- 7. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 8. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.

- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its quotation. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Vendor's furnishing and performing the work.
- 9. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor fails to perform services required within the time stipulated in the Agreement;
 - or
 - (3) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
 - B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor.

Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
- (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.

D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the service performed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

11. **WARRANTY.** Vendor shall provide a **THREE (3) YEAR** warranty from the date of software acceptance by the City.

- A. During the Warranty Period, Vendor's software shall substantially conform to applicable City requirements. For any breach of this Warranty, Vendor shall, at its option and expense, either replace the software or correct any reproducible error in the software reported to Vendor by City in writing during the Warranty Period.
 - B. Should Vendor determine that it is unable to replace the software or correct any error, Vendor shall refund to City the amount paid by City for the software, related services and license, and this Agreement shall be terminated.
 - C. All software developer warranty documentation must be provided before the final payment request is submitted to City by Vendor.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
- A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor has had an opportunity to visit, has visited, and has had an opportunity to examine and ask questions regarding the sites upon which services are to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Vendor's own investigation.
 - D. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person

or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

14. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
 - A. Vendor shall competently and efficiently supervise, inspect, and direct all services to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures, and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the provided services comply accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial automobile liability insurance covering all automobiles

owned, non-owned, hired, and scheduled by Vendor with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Vendor's commercial automobile liability insurance policy must name, as additional insured, the City of Ocala, a political subdivision of the State of Florida, and its officials, employees, and assigns.

18. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
- C. Coverage for contractual liability is also required.
- D. City, a political subdivision of the State of Florida, and its officials, employees, and volunteers shall be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to City, its officials, employees, or volunteers.

19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability coverage in amounts required by Florida law. If Vendor claims an exemption from workers' compensation coverage, Vendor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. Vendor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this Project. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, the Vendor shall provide and cause each subcontractor to provide adequate insurance satisfactory to the City for the protection of its employees not otherwise protected.

20. **TECHNOLOGY/PROFESSIONAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement and a term of five (5) years after the expiration of this Agreement, Technology/Professional Liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000). Said policy must include Cyber Liability Coverage for negligent retention of data and notification and related costs for actual or alleged breaches of data. The policy must include the City of Ocala as loss payee.

21. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. **No services shall commence under this contract until the required Certificate(s) of Insurance have been provided.** Services shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.

B. Deductibles. Vendor is responsible for paying any and all deductibles or self-insured retention. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld.

C. Certificates of Insurance. Vendor shall provide Certificates of Insurance, accompanied by copies of all endorsements required by this section, that are issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of A-V or greater. Renewal certificates must be forwarded to the **City of Ocala Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org** prior to the policy expiration.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.

E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala"

(where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

- F. Mandatory Endorsements for All Required Policies. All required policies shall include: (i) endorsement that waives any right of subrogation against the City of Ocala for any policy of insurance provided under this Agreement or under any state or federal worker's compensation or employer's liability act; and (ii) endorsement to give the City of Ocala no less than **THIRTY (30)** days written notice (with the exception of non-payment of premium which requires a **TEN (10)** calendar day notice) in the event of cancellation or material change.

22. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the provision of services. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor.

23. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

24. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to

any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

25. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
26. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City.
27. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

28. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
29. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
30. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
31. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

32. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
33. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
34. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
35. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
37. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the

applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

38. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
39. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
40. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

PerfectMind, Inc.
Attention: Sharon Atwal
100-4333 Still Creek
Burnaby, BC V5C 6S6
Phone: 877-737-8030
E-mail: prrfp@perfectmind.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-579-6536
E-mail: rbatsel@lawyersocala.com

41. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

42. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

43. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
44. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
45. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
46. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
47. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
48. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
49. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
50. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

51. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
52. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
53. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

PERFECTMIND, INC.

Robert W. Batsel, Jr.
City Attorney

By: _____
(Printed Name)

Title: _____
(Vice-President or higher)

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. Vendor will be required to perform the following software services; this list is not an attempt to exclusively define those specific activities the Vendor will perform.
 - Implementation of software application including data and information migration from the City's application (ActiveNet).
 - Staff training on software application for various City staffing levels (administration, information technology, recreation and park supervisors/managers, and front-line workers).
 - Ongoing support (for duration of the contract) of the software application.
 - An in-depth list of the City's technical requirements for the software is defined in **Exhibit C**.
2. **Deliverables:** The Vendor shall provide monthly reports of all initial implementation and training tasks in progress. Implementation and training deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** During the initial implementation, training, and software roll-out phases, the standard working hours for this project are 8:00 AM – 5:00 PM (Eastern time) Monday through Friday, excluding holidays. Vendor shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.
4. **Working Hours (Year-Round Support):** The Vendor shall provide standard working support hours of a first-shift schedule. City standard hours are 8:00 AM – 5:00 PM (Eastern time) Monday through Friday, excluding holidays. Vendor shall provide a contact method (after-hour phone or email) for technical support issues outside normal hours.
5. **Lead Time.** The maximum acceptable lead time to begin the implementation phase is **TWO (2) WEEKS** from the City-issued Notice to Proceed.

TECHNOLOGY REQUIREMENTS

1. Vendor must always maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS).
2. Vendor must acknowledge its responsibility for securing stored cardholder data, in accordance with the PCI Data Storage guidelines and resides in the United States.
3. Vendor must acknowledge and agree that cardholder data will only be used for executing and completing the specified contracted services, or as required by the PCI DSS, or to comply with applicable laws and regulations.
4. Vendor must validate data sanitization with a certificate of data destruction, to contract-designated city personnel and/or the Information Technology department; within a reasonable timeframe, not to exceed 60 days.
5. Vendor must notify the City within 72 hours of discovering they have experienced a data breach, intrusion, or otherwise unauthorized access to stored cardholder data.
6. Vendor must agree to assume responsibility for any/all costs related to breach, intrusion, or unauthorized access to cardholder data that the service provider has entrusted to their agency.

7. Vendor must agree to assume responsibility for informing affected individuals (as per applicable law) to indemnify and hold harmless City of Ocala and its officers, and its employees from and against any claims, damages, or other harm related to the discovered breach.

DELIVERY

1. Tangible supplies shall be delivered or shipped to Ocala Recreation & Parks Department, 828 NE 8th Avenue, Ocala, FL 34470.
2. Scheduling of all deliveries shall be coordinated with the City's Project Manager.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
2. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. All employees of the Vendor who work on-site shall comply with the City's current COVID-19 precautionary measures, protective equipment, or any other local, regional, or COVID-19 CDC guidelines.
5. Employees of the Vendor who work on-site in a City building must wear suitable business work clothes and shall be clean and in as good appearance as the job conditions permit.
6. Vendor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. Vendor must possess all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

CITY OF OCALA RESPONSIBILITIES

The City of Ocala will furnish the following services/data to the Vendor for the performance of services:

1. Access to the City's current parks & recreation management software (for purposes of data downloading and/or conversion).
2. Access to City buildings and facilities to perform the work.
3. Provide access to schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
4. If working on-site, provide access to internet and/or an office facility for the Vendor, if needed.

VENDOR RESPONSIBILITIES

1. The Vendor shall ensure that all documents prepared under this contract area fully compatible with the Windows-based operating system and the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
2. If working on site, Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees and dispose of debris in a legal manner.
3. Vendor is responsible for any and all damages caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.

SUB-CONTRACTORS

1. Vendor must perform a minimum of 85% of the work with their own forces.
2. The only allowable third-party/sub-contractor services is a credit card provider/processor.

SAFETY

1. All employees of the Vendor who work on-site shall comply with the City's current COVID-19 precautionary measures, protective equipment, or any other local, regional, or COVID-19 CDC guidelines.
2. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
3. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

Exhibit B - PRICE PROPOSAL**CONTRACT# REC/210945****Perfect Mind Inc.****RFQ# REC/210945 Parks & Recreation Management Software****INITIAL CONTRACT TERM PRICING**

| ITEM | DESCRIPTION | UOM | EST QTY | UNIT COST | EXTENDED COST |
|--|--|-----|---------|--------------|---------------------|
| 1 | Implementation and Training Fees (installation, data migration, set-up and training) | LS | 1 | \$ 19,000.00 | \$ 19,000.00 |
| 2 | Annual Cost - Initial Contract Term (software provision, licenses, maintenance and support) | LS | 3 | \$ 10,800.00 | \$ 32,400.00 |
| TOTAL: INITIAL 3-YEAR CONTRACT TERM PRICING | | | | | \$ 51,400.00 |

ADDITIONAL FEES

| ITEM | DESCRIPTION | UOM | CHARGE FREQUENCY | UNIT COST |
|------|--------------------------------------|-----|-------------------|-----------|
| 3 | Other Applicable Fees (one time fee) | LS | One-time data run | \$3,000 |

| Product Feature | Category | Description of Feature |
|--|------------------------|---|
| API Integrations / Other Integrations | Technical | <p>Open application program interface (API) allowing for easily adaptable integration with external applications supporting fluid, user-friendly interconnectivity, and collaboration across platforms. Main external application is Tyler Munis.</p> <p>Export/Import: supports the export of records from any object within the database. The Platform will have the ability to export all invoice records, or selected records with criteria (if needed), and import into your solution.</p> |
| Account Management for Organizations / Companies | Customer Accounts | <p>Providing complete access to all customer information, communication history, activity history, shared documents, and notes. Platform is equipped to automate renewals, payment, and billing processes, allowing for easy calculation of fees for various customer groups, allowing online or onsite booking and orders of products and services. Platform provides a convenient user experience by easily allowing customers to book, register, and reserve online anytime from any device.</p> <p>Flexible - Account management can be tailored and branded to reflect the City's work processes and practices. Fields can be added and changed to suit the City's preferences.</p> |
| Account Management for Organizations / Companies | Customer Accounts | Providing complete access to all customer information, communication history, activity history, shared documents, and notes. Platform is equipped to automate renewals, payment, and billing processes, allowing for easy calculation of fees for various customer groups, allowing online or onsite booking and orders of products and services. Platform provides a convenient user experience by easily allowing customers to book, register, and reserve online anytime from any device. |
| Account Management for Organizations / Companies | Customer Accounts | Duplicate Accounts and Merging - Within Platform, users with the appropriate permissions can search for duplicate accounts and merge them, resulting in a better organization of records. The Platform can perform automated duplicate checks when members create accounts online through the member portal. |
| Account Management for Organizations / Companies | Customer Accounts | Transaction Management - Platform supports the following features:- Calculate and track customer balance- Accept customer payments on account- Produce customer statements- Split payments between cardholders and accommodate blended families or various household structures.- An invoice could be voided without interruptions to other invoices in a transaction. |
| Account Management for Organizations / Companies | Customer Accounts | Searching - The search fields are dynamic and allow users to quickly search and add all at once. Streamlining the search process, Platform allows users to access all related information to the customer within their account profile. View transactions, documents, schedules, emails, credits, level of participation within the customer's account. This can be organized by group or specific criteria for each account. |
| Attendance Tracking (Programs / Membership) | Reporting Capabilities | Staff can take attendance for an event using Platform's Check-in feature. Simply select the event to take attendance for, then select the participants who are attending the class. Staff can also send messages to registered members or promote attendees from program/roster screen, making this process simple and time effective. Staff will have the ability to preview attendance through a full roster or individually from within the customer's profile. |

| Product Feature | Category | Description of Feature |
|--|--------------------------------|---|
| Campaign / Fundraising Management | Other Features | Ability to create or manage a campaign/fundraising program within the platform. Alternatively, the Platform should be able to utilize a POS item to be sold (non-inventory) with a variable price. This means when a customer is wanting to donate, staff will be able to ask how much. In addition, all items sold will have the ability to be reported on. |
| Child Care / Camp Management (Non Drop-In) | Programs / Products | Platform's simplifies the management of advanced custom bookings such as childcare registration or day camps both online and on-site. Platform's registration platform should allow enrollment of individuals into multiple sessions at the same time (e.g. morning, afternoon, and evening), in a single transaction. Different fees can be set per session, per day, and per week, enabling the City to provide discounted rates to customers for booking multiple sessions. Fees are calculated automatically and updated dynamically as sessions and extras are added or removed. |
| Communication Tools (Basic / Unique) | Reporting Capabilities | Platform includes built-in communication and interaction tools, giving the options and variety to effectively connect with customers and staff. Accommodating all individuals and preferences, communication through Platform can be done by voice broadcast, text messaging, and email. Users can create a mass voice broadcast to notify contacts about important updates and alerts (e.g. the closure of a facility due to inclement weather, or a special promotion). Adaptable to any email template, Platform's communication tool sends automated and smart emails based on defined criteria. The variety of communication methods available through Platform can accommodate the assortment of individuals within your community allowing for equal access for participants with visual, hearing, or cognitive disabilities. Information is accessible in various formats to ensure everyone has a similar understanding of programs, services, and activities. |
| Communication Tools (Basic / Unique) | Reporting Capabilities | Social Media Marketing When accessing the online portal, clients and members can log in with their social media accounts. Client and member activities can be posted to social media accounts, which can then be liked and shared by the poster's social media contacts. This will widen the visibility of the City within social media circles. |
| Communication Tools (Basic / Unique) | Reporting Capabilities | Export Data and Brochures Platform enables users to create, export, and print catalogs and brochures online based on program and activity data. Platform's brochure export reports are designed with tags to make the creation of brochures and other marketing materials within Adobe InDesign (or other design software) seamless and convenient. Program information can be exported in PDF, CSV, or XML format. |
| Custom Forms / Waivers / Questionnaires | Website / Apps / Communication | Electronic waivers can be attached to the sale of memberships, activity registrations, and facility reservations. Using mail merge functionality, electronic waivers auto-populate the necessary information which is predefined from the electronic waiver creation. Also, Platform support the gathering and automatic updating of personal information using questionnaires. Staff can manually turn these questionnaires on or off. In addition, tasks can be created by staff members for another staff to complete a certain task. |
| Custom Reporting Capabilities | Customer Accounts | Platform's solution contains a built-in reporting engine that allows authorized users to run standard business, cash reporting, POS daily close-out, other financial reports, or create custom reports based on any object in the system. No need for third-party reporting tools. |

| Product Feature | Category | Description of Feature |
|--|------------------------|--|
| Custom Workflow / Automation | Reporting Capabilities | <p>As part of the implementation process, Platform's project team looks for opportunities to create workflows that automate the client's business processes, reducing manual backend tasks and saving time for users. Workflows are triggered by specific pre-set events that occur within the system. When a workflow is triggered, it immediately performs an action according to the pre-set criteria. A workflow can be triggered by an external output, such as adding information from a web form, or by another workflow.</p> <p>In addition to triggered workflows, Administrators can also create timed system workflows which do not require any external or workflow actions to be triggered. They run on an hourly or daily schedule, evaluate the specified objects and records by their criteria, and perform any necessary actions. Workflows can only be created and modified by Admin users with appropriate system permissions. Some common examples of workflows include:- Email a staff member when a contract or waiver is signed online by a customer.- Email a staff member when a spot opens up in a class with a waitlist.- Track expiry dates of staff certifications and email them when it is time to renew.- Update customer contact information when they register for a course.</p> |
| Customer Pre-Requisites / Skills / Grading | Technical | Platform has the ability to determine customer pre-requisites and levels. This will be established during the creation of memberships, facilities, and courses/programs. Pre-requisites such as age, gender, level, and skill can be variables. |
| Data Security | Technical | Platform must have the ability to provide SSAE 16 attestation standard – SOC reports for review upon request. |
| Data Security / Data Ownership | Customer Accounts | Each Platform client has its own fully encapsulated and dedicated database which is not visible to any other client. Databases are individually encrypted to ensure maximum security in a shared, hosted environment. Restrictions and controls, such as current security industry standards (or greater) are put in place to ensure server resources are available to all clients. These ensure all requirements for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving a documented security management system within the context of your organization's overall business risks are met. Platform must be validated as a Level-1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS) to protect financial information. |
| Data Security / Data Ownership | Customer Accounts | Ensure effective governance, risk and compliance processes exist. Platform has established processes and procedures for access to client information, incident response, data breach notifications, data destruction, etc. Servers, replicated and located in multiple centers, are protected by firewalls and restrictive Access Control Lists (ACLs) and are scanned for vulnerability and penetration testing on a monthly and quarterly basis. |
| Data Security / Data Ownership | Customer Accounts | All access to encrypted client information, including SQL Database and Server access, is restricted to only those staff that need to access the data for troubleshooting and client service issues. This access list is reviewed regularly, and staff are removed or added as appropriate. |
| Data Security / Data Ownership | Customer Accounts | <p>Encryption</p> <p>Encryption is one of the most effective data protection controls available today. Encryption is a primary data. Financial information, passwords, and other sensitive information is encrypted in the system and saved as encoded information within the database. Access to encrypted secure data and encryption keys is limited to an elite group within the company which is continuously</p> |

| Product Feature | Category | Description of Feature |
|---|--------------------------------|--|
| | | reviewed. Platform understands how important security measures are and has monitors in place to catch unwanted access while taking every precaution to avoid security discrepancies. |
| Data Security / Data Ownership | Customer Accounts | Data Ownership Platform must use universal formats and avoid proprietary formats that allow City data to be portable and avoid vendor lock-in. The City will retain ownership of all data and can extract data from the database at any time. |
| Discounts / Promotions / Coupons | Technical | Discounts are predefined upfront within Platform, which can then be mapped to any product, membership, activity, or facility booking. Some examples of discounts that can be created are early bird discounts, promotional codes, or percentage off discounts. Administrative staff have the ability to create new or custom discounts or promotions. |
| Drop - In Child Care Management | Customer Accounts | Platform supports drop-ins online and in-house as a type of program. Drop-in class spots can be sold directly from the POS with the capacity being tracked. Patrons can also go online and register into drop-ins. |
| Entry Point / Check-In / Pass Validation Features | Programs/Products | Platform's check-in functionality keeps track of whether or not a customer has attended a program. Upon arriving for a program, the customer would either check-in with a staff member or self-serve using a front facing tablet. |
| E-sign Capable for On-Line Users | Customer Accounts | Platform offers ability to add digital signature to any custom document. The document can be shared through tablet or emailed to be signed. Once the document is signed, it will be saved under the customer profile. |
| Event Ticketing Sales / Redemption | Website / Apps / Communication | Platform's ticket portal will allow for the sale of tickets online directly through the Platform, either in person or online. Tickets can be limited to specific venues and can limit access by time. Tickets can be sold individually or in groups. All ticketing is General Admission but can also be sold in tiers (seating groups) as well. The system can print bar codes with in-and-out privileges along with tickets corresponding to the event. |
| Event Ticketing Sales / Redemption | Website / Apps / Communication | <p>Ticket design can be fully customized, with several customization options:</p> <ul style="list-style-type: none"> - Utilize Platform's pre-set templates - Custom templates can be designed and created by Platform's Professional Services team - Create your own custom ticket designs <p>Tickets can be used to scan to open gates a gate kicker system) or with a handheld scanner. There can be multiple scans on a ticket; this is useful for group admissions which can either have 1 ticket per person, or 1 ticket with multiple number of scans.</p> |
| Facility Booking / Management - Approval Chains | Other Features | Platform makes facility reservations simple and painless, whether you are completing a single reservation or multiple bookings. Facility calendars provide staff and customers with a real-time view of availability across your network of fields, swimming pools, courts, arenas, and other public-facing amenities. The Platform should include a conflict module as part of the reservation process. Staff will also have the ability to determine how the information of the facility will be viewed online. Staff will choose between Allow Reservation, Allow Reservation with Approval, Show Facility Information, or Show Facility Information with Availability. |

| Product Feature | Category | Description of Feature |
|--|----------------|--|
| Facility Booking / Management - Multi-Site & Multi-Day | Facility | Platform allows staff and customers to book multiple facilities, for multiple days online (Allow Reservation, Allow Reservation with Approval), in-person or over the phone. |
| Facility Booking / Management - Single Event | Facility | Platform allows staff and customers to book single facility, for single day online (Allow Reservation, Allow Reservation with Approval), in-person or over the phone. |
| Financial Assistance / Scholarships Management | Facility | <p>The City can create, apply, and manage subsidies and scholarships for qualified clients or families, to assist them in enrolling in courses, buying memberships, booking facilities, or purchasing products. With different subsidy types, the City can apply rules to qualify eligible families or individuals and set restrictions on subsidy amounts.</p> <p>When setting up a subsidy, the City can apply parameters such as activation and expiration dates, total subsidy amount, and maximum amount allocated to a single contact or account. Restrictions to subsidies can include demographics such as a minimum or maximum age, and maximum times a customer may receive a subsidy.</p> |
| Gate-Kicker / Facility Access Integration | Other Features | Platform is integrated with Gate Kicker to automatically activate entrances and exits scan. |
| GIS Integration | Technical | Platform is integrated with ESRI GIS to determine and confirm residential boundaries. |
| GL Accounts | Accounting | Platform should be able to manage various program, revenue, and income accounts currently used by the City. Some accounts are taxable. The City currently uses 50-60 unique GL Account Codes. |
| Hardware Requirements / Suggested Peripheral Hardware | Technical | The City prefer to utilize most if not all existing peripherals already owned by the City. However, if the City would also like to update their hardware, Platform should provide a list of compatible equipment. |
| Identity and Access Management | Technical | Platform must be able to support federated IDs and single sign-on using one or more of the following standards: LDAP, SAML 2.0, OAuth 2.0, WS-Federation, OpenID Connect to manage City employee roles and identities. |
| Implementation / Optimization Support | Technical | <p>The below phases can run in parallel at the discretion of the Project Manager.</p> <ul style="list-style-type: none"> - Phase 1: Project Kickoff - Phase 2: Project Initiation / Discovery - Phase 3: Configuration and Administrator Training - Phase 4: Data Migration - Phase 5: Power User Training - Phase 6: Functional and User Acceptance Testing - Phase 7: Go-Live - Phase 8: Project Stabilization |

| Product Feature | Category | Description of Feature |
|---|--------------------------------|---|
| League Management / Scheduler | Programs / Products | Platform should include a league management module that can handle individual registration, manual scheduling, and manual score tracking. Future requirements may include full league management functionality Including areas like automatic scheduling, team and player registration, team websites, automatic game scoring, roster building, and tournament management. |
| Merchant Service Requirements / Options | Website / Apps / Communication | At minimum, the Platform and software needs to be a certified PCI compliant. The City does not have an independent payment processing vendor. Payment processing is integrated into our current provider, which is ActiveNet. |
| Mobile App Availability | Website / Apps / Communication | Platform's online and internal platform should run flawlessly regardless of screen size or browser type. Online users get 24/7 access to programs, memberships, store, facilities and more from any computer, tablet, or smartphone. Online interface should allow customers with an easier way to register for a program or renew a membership pass online with just a few simple clicks. Platform should be fully functional across all operating systems (iOS, Android, and Windows); therefore, all features and functionalities are fully operational across all platforms and devices (mobile, tablet, PC, and MAC). A dedicated mobile APP is not required if the mobile browser interface is 100% functional. |
| Mobile Compatibility / Adaptive Web-Interface | Technical | Platform is a responsive web and cloud-based application. The website should run flawlessly for your employees and customers regardless of screen size or browser type. Platform allows your staff and members to access all public areas of the site while at home or on the go, without having to download a mobile app. The Platform should allow staff access to the back end/administrative portal while on the go using any browser or platform. Platform fully supports browsers provided on the iOS and Android platforms. |
| NFC / Contactless Payments / Apple Pay Capabilities | Support | Payments should support/allow NFC / Contactless Payments / Apple Pay Capabilities. |
| Ongoing Client Support Services (helpdesk) | Programs / Products | The Platform's implementation and support departments should work together to ensure consistent follow-up and efficient resolution of outstanding issues. The Platform's online support web portal should offer extended support hours, informative webinars, and work order tracking. Platform's support team should be available by phone, chat, and email 24 hours a day, seven days a week. Platform's standard agreement includes 24/7/365 support for all technical issues regarding the platform. The Platform's support calls should be answered by a live agent. |
| Point of Sale Capabilities / Unique Features | Programs / Products | Platform's point of sale module should streamline the checkout process for both customers and staff. Easily record sales transactions, print, or email receipts for customers, and manage product pricing, discounts, and inventory. Platform's Point of Sale module should be intuitive to navigate and have a layout compatible with mobile devices and tablets. |
| Point of Sale Capabilities / Unique Features | Programs / Products | Point of Sale Highlights <ul style="list-style-type: none"> • Multiple Point of Sale sales/entry points at various sites across the city. • Fully responsive layout is compatible with mobile devices and tablets. Allow for multiple POS layouts. |

| Product Feature | Category | Description of Feature |
|--|---------------------|---|
| | | <ul style="list-style-type: none"> • Purchase multiple memberships in a single transaction. • Assign memberships and activities to a customer other than the payer. • Add multiple fees or taxes to memberships, residents, non-residents, facility bookings, and courses. • Items, Products, and Memberships are grouped by tab for easy navigation. • "Frequently Sold" buttons can be configured by location. Simply tap a button to add the associated item to the cart for purchase. • Update Discounts, Taxes, Price, or Item Properties (e.g. color or size) directly from the cart screen. • Void any scheduled payment, preventing the payment from being processed. • Refund or credit processed payments in real time to the original form of payment or to a General Ledger account. • Refund permissions can be adapted or configured based on the user profile. This means that users will not have the ability to process refunds without the appropriate permissions. • All account information is recorded per user and per location site. • Platform is PCI compliant, and only stores the last four digits of credit cards in line with PCI standards. • When adding a new product, administrators can select if the price will be inclusive of tax, or not. This enables flat fees, with no hidden charges. |
| Private Lessons / Personal Training Management | Other Features | Platform supports this functionality through appointment booking to allow a patron to book a specific time slot with a particular trainer online. This is a future need. |
| Product Inventory / Asset Management | Support | All inventory items can be entered into the system with an inventory count associated with them and a minimum quantity allowed. As items are sold, the system brings down the inventory count. Once the item reaches the minimum quantity allotment, the appropriate staff member is sent a purchase order template using Platform's workflow engine. Purchase order templates have mail merge functionality to reduce the amount of administrative needed to complete. |
| Program / Activity Check-In Capability | Programs / Products | <p>Platform's check-in feature streamlines the sign-in process by allowing you to easily book contacts, take attendance, and review member details. The check-in feature will also display any important alerts or notes relating to the member.</p> <p>Upon arriving for the program, members can either check-in with a staff member or self-serve using a front-facing mobile device or tablet running Platform. Entry to facilities can be restricted to X minutes before/after an event start time. The Platform can also prevent members from accessing a facility or event by changing the access setting in a user profile and entering a reason for restricting entry.</p> <p>Self Check-In After launching the Self Check-in module, staff can monitor member attendance hands-free. If you have a scanner, members scan their barcoded tags as usual. Without a scanner, they simply enter their name in the pop-up window using a keyboard. Either way, screen messages and sounds will confirm their attendance status and display configurable messages and audio clips about their membership, birthday, or financial information.</p> |

| Product Feature | Category | Description of Feature |
|--|---------------------|---|
| Program / Activity Management Features | Programs / Products | <p>Platform helps organizations manage all aspects of their facilities' operations with an efficient and easy to use Activity Setup feature, allowing for quick and easy online or onsite activation and registration for all types of bookings. The solution can create semester and seasonal programs with various rollover options. All fields are configurable within Platform and will be identified during the Discovery phase. The City administrators will have the ability to add or delete fields at any time.</p> <p>Platform supports the following activity types:</p> <ul style="list-style-type: none"> • Appointment: Event has only one occurrence and one attendee (e.g., private lesson or fitness evaluation) • Single Booking: Event has many occurrences, but attendees enroll in one occurrence at a time (e.g., a drop-in class or seminar) • Course: A series of events with a fixed schedule, and attendees must enroll in all occurrences (e.g., marathon training or fitness class) • Custom Booking: Users choose the sessions that are convenient to them and pay a fee accordingly, rather than commit to both the schedule and price of the entire series of a Course (e.g. summer camp or daycare). <p>Once an activity has been created and enrollment is maximized, administrators can enable the waitlist and the registration will automatically default there. Waitlist information is viewable from the course list page with the waitlisted clients and their applicable queue order.</p> |
| Program / Activity Management Features | Programs / Products | <p>Cloning Activities</p> <p>Users can save a duplicate of an existing activity by cloning it. The system will copy many of the original attributes to the new activity to minimize the amount of work needed to complete the data entry. Users can clone an individual occurrence, or an entire series. Cloning an activity series (such as a course) is especially useful if you want to:</p> <ul style="list-style-type: none"> • Offer the same course from a previous season in a new season • Duplicate one skill level to apply the same attributes to another skill level <p>Users can choose whether or not to clone the list of attendees in one activity so that they can also participate in another. For example, cloning a swimming course will help you carry forward a group of attendees from one skill level to another.</p> |
| Program / Activity Management Features | Programs / Products | <p>Activity Linking</p> <p>Multiple activities (appointments, single bookings, and courses) can be linked together in an Event Group. An Event Group enables the City to set a total combined program capacity for multiple activities. As soon as the capacity is met across all activities, the system will not allow further registrations; this is helpful to reduce safety concerns related to overcrowding. For example, the total number of registrants for all swimming classes running at the same time should not exceed the actual capacity of the swimming pool.</p> <p>Event Groups also enable users to link multiple levels of courses together to create a program track. For example, a First Aid program may include several different courses that attendees must complete to receive a first-aid certificate.</p> <p>Activity Setup Features</p> <ul style="list-style-type: none"> • Configurable class levels. • Pass/fail tracking for courses. |

| Product Feature | Category | Description of Feature |
|--|---------------------|--|
| | | <ul style="list-style-type: none"> • Prorate classes for late registration. • Programs and the activities are linked to facility and room reservations. • Specify age restrictions to come into effect on a particular date. • Interactive attendance functionality, plus non-attendee tracking for marketing follow-ups. • Ability to generate mailing lists and labels from registration lists. • Disable the ability to delete courses with paid or enrolled customers to minimize the possibility of deleting an active course in error. |
| Punch Pass / Drop In Management Features | Programs / Products | Platform offers the ability to create punch pass memberships. Any membership can be attached to an activity (including drop-ins) to automatically deduct a pass when registered. In addition, drop-in activities can be showcased on the POS screen to easily track attendance and pay for the fee if needed. |
| Scheduled Payments / Payment Plan Capabilities | Customer Accounts | Within Platform's solution, payment plans are highly configurable to meet a wide range of the City's needs for automatic invoicing. |
| Server Security / Redundancy | Technical | Platform is hosted on a site which provides state of the art data centers and robust security features. Data centers are housed in nondescript facilities, with physical access strictly controlled by professional security staff, video surveillance, intrusion detection systems, and other electronic means. All security measures including personnel and visitor access restrictions are enforced 24/7/365. |
| Server Security / Redundancy | Technical | <p>Additional hosting facility security features are listed below:</p> <ul style="list-style-type: none"> -Automatic fire detection and suppression equipment is installed in all data center environments. - Electrical power systems are fully redundant and maintainable 24/7. Backup power is available in the event of electrical failure. - Servers and other hardware are stored in climate-controlled environments to prevent overheating. |
| Social Media Integration | Other Features | Platform integrates with social media in several ways. Customers may use their Facebook account to login, social media links and logo may be embedded in automated communications through the marketing engine, and customers can share their activity through hundreds of different social media sites. All of this functionality is available across mobile devices. |
| Software Requirements | Technical | Platform does not require any additional plugins or frameworks to run. The Platform admin portal should have minimal a thin client that are required to be install. Access to thin clients should be limited to high security level users, at the City's discretion. |
| Staff Scheduling / Timekeeping | Other Features | Within Platform's Staff Management module, the City can easily manage staff pay rates and availability schedules. The City can give access to staff members to edit their own availability schedule within Platform. The system will alert you if there's a conflict between the staff and facility schedules. In addition, Platform offers the ability for staff to clock in and clock out when they are finished. This is a preferred option for summer and seasonal staff. |

| Product Feature | Category | Description of Feature |
|---|--------------------------------|--|
| Staff Training Resources | Support | Platform will provide training services to the staff through onsite, virtual, webinars, or a combination of those methods. Initial implementation training should be available as part of the software package. |
| Standard Reporting Capability | Other Features | Platform's should include a built-in reporting engine with both standard and ad-hoc reporting functionality which enables staff to report on any information within the platform. Custom reports can be created by staff with appropriate permissions. |
| Task Assignment / Ticketing / Work Order Capabilities | Customer Accounts | Platform offers the ability to create tasks from any module and associate a due date and a person to complete the task. Work orders can be created in a maintenance calendar. |
| Tax Receipt Generation | Website / Apps / Communication | Tax receipts are configured according to requirements and can be modified as required and can be issued directly from the customer profile. |
| Unique Marketing / Communication Tools | Website / Apps / Communication | <p>Platform should include built-in communication and interaction tools, giving options and variety to effectively connect with customers and staff. Accommodating all individuals and preferences, communication through Platform can be done by voice broadcast, text messaging, and email.</p> <p>Platform should include a built-in email application/integration that allow staff to send emails from directly within the system to one or many individuals, accounts, and companies.</p> <p>The variety of communication methods available through Platform can accommodate the assortment of individuals within your community allowing for equal access for participants with visual, hearing, or cognitive disabilities. Information is accessible in various formats to ensure everyone has a similar understanding of programs, services, and activities.</p> |
| Unique Marketing / Communication Tools | Website / Apps / Communication | <p>Social Media Marketing When accessing the online portal, clients and members can log in with their social media accounts. Client and member activities can be posted to social media accounts, which can then be liked and shared by the poster's social media contacts.</p> <p>Optional - Export Data and Brochures Platform enables users to create, export, and print catalogs and brochures online based on program and activity data. Platform brochure export of brochures and other marketing materials should be seamless and convenient.</p> |
| Unique Member / Customer Engagement Features | Customer Accounts | All the modules within Platform are completely integrated and seamlessly communicate with one another, thereby minimizing the number of steps and clicks needed to execute any process within the system. For example, when booking an activity within Platform, the system will automatically book the facility that's related to that activity at the same time, while also verifying all calendars involved (staff, activity, facility and customer calendars) to ensure that there are no conflicts for that booking. |

| Product Feature | Category | Description of Feature |
|---------------------------------------|-----------|--|
| Unique Membership Management Features | Technical | <p>Platform should provide an integrated solution to help you manage different categories of memberships or levels of access, Including areas like:</p> <ul style="list-style-type: none"> • Unlimited/Ongoing • Limited by time (e.g. six-month pass or one-day pass) • Limited by class (e.g. punch pass) • Limited by time and class (e.g. ten sessions in two weeks) • Limited by date range (e.g. calendar year pass) <p>The customer account view provides staff with information on membership expiry, birthdays, and other special requests captured within the profile. The Platform should allow multiple options for client identification such as turnstiles, self-check-in, card scans, punch cards, and personal identification; furthermore, the solution produces and manages access cards for clients. Customer residency is determined during account creation. Fees (determined by the City and staff during the discovery phase), are tied to memberships and assigned automatically when selected; furthermore, create member profiles with client descriptions and notes, attach pictures of the clients, and family members for easy administration and recognition.</p> |
| Unique Membership Management Features | Technical | <p>Family Passes/Memberships</p> <p>Contacts are easily grouped together as a family or team using Platform's Family Account feature, identifying who is related, preventing unnecessary emails, and keeping payments simple. Having a Family Account is easy and beneficial. The system enables a member to create a client login for the group or family, allowing members and clients to review their classes and account details online (e.g. a parent of two children can review and update classes for themselves and their children). Further to this feature, a joint client login can also be created for a Family Account to allow clients and members to book and manage their own group.</p> <p>The platform allows you to limit the client count in a family pass by selecting the pass and setting the maximum (this limit is determined by the City and is identified during the discovery phase).</p> |
| Unique Membership Management Features | Technical | <p>Suspend, Terminate, and Renew Customers</p> <p>Platform's solution can freeze or suspend all access to the facility as a temporary measure (e.g. due to vacation or a member's payment in arrears). The user has the option to permanently terminate accounts. The terminate function is available on transactions and passes, including termination of unpaid portions of any transaction. This means all scheduled invoices for the transaction could continue to be active or will be considered terminated and not charged; furthermore, any overdue invoice will remain active until paid. The Platform solution allows for membership extensions; simply specify the desired dates to extend the membership. The solution allows for the automatic renewal of memberships. Simply configure the system this way and watch as memberships are renewed with ease and simplicity, allowing you more time to engage with your community members and facility staff.</p> |

| Product Feature | Category | Description of Feature |
|--|-----------------------------------|--|
| User Privileges / Permission Control Capabilities | Technical | Every user permission level is either given read, edit, create, or delete functionality for each object within the system. Audit trails are tracked and kept indefinitely within Platform. |
| Web Analytics Capabilities | Website / Apps / Communication | Integration into Google Analytics within Platform's widgets for further information on website visitors. |

Statement of Work

Scope/Project Management and Planning

PerfectMind will be responsible for planning and managing the project, using best practices generally recognized as good project management methodology, and designating a Project Manager for the project, who will be responsible for:

- Adherence to the project scope and schedule
- Management of work activities including system design and installation, system configuration, data conversion, testing and quality assurance, administrator and end-user training, and go-live support
- Coordination of resources, work sessions, and training
- Communications
- Managing project issues and issue tracking
- Status reports
- Available for status calls to provide updates
- Working with the designated Customer project manager
- Deliverable acceptance and sign-off

The frequency and other details of status reports will be agreed upon during the discovery phase. In addition to the Project Manager, PerfectMind will assign appropriate staff to complete the deliverables described in this Statement of Work, including at minimum: system installation, software configuration, data conversion, testing, administration and end-user training and go-live support.

Timeline

Customer is planning to implement the solution with the following estimated timeline. PerfectMind is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity.

| | |
|--|--|
| March 15 th 2022 | Contract Signature |
| Completed by April 15 th 2022 | Project kick off and discovery session Project initiation |
| Completed by August 15 th 2022 | Software Configuration and Reports |
| Completed by September 15 th 2022 | User Acceptance Testing |
| Completed by October 15 th 2022 | Training and Documentation |
| Live November 1 st 2022 | Go-live |
| | |

*** Please note these timelines indicate implementing the PerfectMind software as is.

***Custom integrations, custom development or any custom features will potentially impact the timeline.

Technical Requirements

PerfectMind will provide a SaaS solution. The only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

Customer Testing

PerfectMind will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMind immediately for correction. If any defects are found, PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements.

Training

PerfectMind will provide full training to system administrators and trainers (number of system administrator and trainers to be determined at the discretion of Customer). PerfectMind will develop a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
 - Security Settings
 - Workflow Development
 - Report Development
 - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training sessions on different modules of the system, including:
 - Contact/Account Management
 - Store/Point of Sale Training
 - Membership Management
 - Attendance Tracking
 - Billing Management
 - Activity/Program Registration
 - Facility Rental
 - Appointments and Private Lesson scheduling
 - Marketing
 - Staff Management
 - Accounting
 - Document Template creation and configuration

- Troubleshooting

PerfectMind will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMind will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMind.

Post-live Support

PerfectMind will provide full application support during the week of go-live. PerfectMind's project team will be available to provide go-live and post go-live support. The resource(s) will be accessible by phone and email to the system administrators.

Project Kickoff (within 1 month of executing the contract)

Deliverables

- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
 - Setup of Customer's production environment on the cloud
 - System setups including backups and retentions
 - Database security setup
 - Setup of the monitoring tools and systems on Customer's database
 - Basic configuration of the database with Parks and Rec Modules

Project Initiation (within 1 month of executing contract)

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
 - Existing database system discovery
 - Business process review and gap analysis
 - Activity registration overview
 - Facility configuration overview
 - Membership management overview
 - Store and point of sale overview
 - Marketing overview
 - Accounting overview

The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMind in understanding the above areas further.

- Project work breakdown structure includes:
 - Tasks and durations
 - Scheduling

- Resourcing and assignments
- Dependencies
- Initiation of tasks listed under “Scope/Project Management and Planning” above, which includes:
 - Communications requirement
 - Project reporting requirements including the frequency and details of the status reports
 - Issue list/tracker requirements

Software Configuration and Reports (completed during months 2-4)

Deliverables

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Set-up client specific database
- Configuration of Email functionality

Training (completed month 5)

Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from PerfectMind.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

User Acceptance Testing (completed in month 6)

Deliverables

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Acceptance on available workflows and business rules
- Acceptance on available system reports

Go-Live (completed in month 7)

Deliverables The final data conversion has been completed and the system is pushed to the Production environment.

1 Implementation Methodology - Standard

PerfectMind's phased implementation plan will allow a comprehensive detailed roll out at a pace ensuring success for the City. We provide our customers with best-in-class implementation services that include but are not limited to the following:

- Providing project road map during project planning and discovery phase
- Fit-gap analysis for enterprise workflows
- Managing all enterprise requirements and technical specifications for the project
- Ensuring proposed architecture meets the organizational goals
- Ensuring successful implementation of the project by providing:
 - Project management services
 - Regular status reports
 - Quality control
 - Integrated public facing website
 - Technical deployment of a dedicated PerfectMind instance for the City
 - Data migration and verification
 - Technical integration with third-party applications

1.1 Project Management

PerfectMind aligns with the PMBOK methodology of project management. The project is broken into initiation, planning, execution, and closing phases. At each of these phases, we include client sign-off of the deliverables to ensure we are in alignment of what we expect to be delivered. Support will be provided by a dedicated Implementation Consultant who will be the subject matter expert on the implementation, with the Project Manager being an escalation point for any unresolved concern.

Project Communication

The City will be provided with both an Implementation Consultant and a Project Manager. The Project Manager will be responsible for all project communication (both internal and external) including the project plan and timelines using Salesforce Cloud Coach to control resource allocation and project tasks. The Implementation Consultant will be the City's direct point of contact for all technical issues.

Change Management

PerfectMind closely follows the PMBOK methodology for change management. The change management process defines an orderly and effective procedure for tracking the submission, coordination, review, evaluation, categorization, implementation, and approval for release of all changes to the project's baselines and requirements. Once a baseline for project scope has been established and signed off by both parties, any changes and or deviations to scope must be approved by both parties. Upon approval, depending on the size of the change, the project plan will be modified and communicated accordingly.

PerfectMind undertakes software development using an Agile approach with the Project Management team using a modified Waterfall approach to ensure a systematic approach to a phased implementation. This means small changes to configuration are allowed during implementation without affecting the project timeline. If the overall scope of project is changed during implementation, the project scope (and possibly the cost) can be affected.

Problem Management

PerfectMind has an established ticketing system where project issues are logged, assigned to a specific person, and monitored until a resolution is reached. The client is provided with a summary report of all external tickets associated with the project. For more technical related issues, our development team conducts root-cause analyses to ensure resolution of any software related issues. Escalation to the Project Sponsor and upwards to the CEO is available if the Project Manager is unable to resolve challenges. Budget updates are the responsibility of the Project Manager, supported by the accounting staff within PerfectMind.

Project Manager Responsibilities

PerfectMind's Project Manager will be the City's contact for initial project planning and ongoing project scheduling. Some responsibilities of PerfectMind's Project Manager include:

- Conducting the project kickoff call
- Confirming key information and distribute to internal teams
- Sending configuration documents
- Assigning resources to project
- Conducting regular status meetings to ensure that all resources are staying on task
- Managing milestone deliverables
- Sending Acceptance Forms and invoices

1.2 Implementation Plan

PerfectMind utilizes a waterfall project delivery model. The timeline will vary depending on organization size and project scope, with an average taking about 6-8 months from contract signing; the timeline will be verified and confirmed during the Discovery phase. The below phases can run in parallel at the discretion of the Project Manager. At the end each phase, the City must sign-off on the deliverables to ensure client satisfaction.

Phase 1: Project Kickoff

To kick off the project, PerfectMind hosts a conference call or meeting with the City's project team to outline the project structure and explain our approach to project delivery.

Phase 2: Project Initiation / Discovery

A detailed questionnaire will be sent to the City at the beginning of this phase. PerfectMind's Consultant will use the provided information to lead a multi-day Discovery session, which is an information gathering process used to investigate and understand the high-level details and unique business processes of the City of Orala. It allows our team to clarify what is important to a

client's business, audience, and industry. Here we will interview the team to develop an understanding of how they want the solution to be configured and customized, defining the processes and technical needs of the business. Where features are found to be out of scope or lacking, we will elicit requirements and have the requirements clarified, compiled and tracked by our Product Development Team. This will ensure longevity and success of the project.

Phase 3: Configuration and Administrator Training

The configuration phase is focused on creating a solution configuration that will maximize the system benefits from the information gathered in the RFP, contract agreement, and Discovery phases. The City will be responsible for building the database based on the direction of the Consultant.

Four distinct series of configuration sessions will be held. The solution is selectively configured to support the required business processes. Our project team will work to establish the required configurations and strategies that will lead into the next phase of the project.

PerfectMind follows the train-the-trainer model for efficiency and effectiveness of training. The City's Administrator team will be comprised of staff members who are technically proficient and will be responsible for maintaining the PerfectMind solution after the phase. The Administrator team members are expected to have time allocated to the project as they will be responsible for final configuration, data entry, and staff training.

Depending on client preference and size of the site, this phase can be completed onsite or offsite. PerfectMind recommends completing this phase onsite if possible.

Phase 4: Data Migration

PerfectMind offers two options for moving historical data out of a client's legacy system and into PerfectMind: Custom Data Migration and Manual Data Migration.

Custom Migration will be based on the contractual requirements outlined in the RFP and the contract agreement. PerfectMind will perform an automated data migration of select City of Orala data. The City will be responsible for cleaning their historical data prior to beginning this phase. PerfectMind's Professional Services Team will establish a separate Data Migration Environment that will be used to process and test the data transfer.

Manual Data Migration is used for clients who currently do not have a database, or if the data in the current legacy software is corrupt or inaccurate. This will give the City the opportunity to build a clean database with accurate data. PerfectMind recommends that clients complete manual entry of all data as this provides the opportunity to create a clean database and is a great training opportunity for staff.

Phase 5: Power User Training

Power User Training will follow the train-the-trainer model where the PerfectMind team will conduct training to a group of trainers (Administrators) at the City of Orala. The City trainers will be responsible for taking that knowledge and training all staff, according to their roles and responsibilities, on how to best use the system. Training will be conducted on a Test environment, which is a mirrored version of the Production environment.

Phase 6: Functional and User Acceptance Testing

PerfectMind provides clients with testing templates that will be used in confirming functional testing across each user profile type. The City can modify these templates as desired, but will be responsible for testing the system in its entirety. Issues will be communicated back to PerfectMind in a timely manner for resolution ahead of the Go-live date. In addition, PerfectMind will gather the expected volume of registrants and users to complete performance testing on the Production (live) server environment.

Sign off on this phase must be completed by both parties before proceeding to the Go-live phase.

Phase 7: Go-Live

After completing all necessary testing, the City and PerfectMind will finalize a Go-Live plan. This is a critical phase to ensure a successful Go-live. The team will conduct refresher training if the City feels this is required. The City can then move forward with either a soft or hard go-live, and the team will be on standby throughout the stabilization period to ensure all questions or challenges are addressed.

Phase 8: Project Stabilization

After Go-live, there will be a stabilization period as real-time scenarios and loads are experienced. During this phase, staff will become more comfortable in their roles and responsibilities using the system. Once both parties are in agreement, the project will be handed over from the Team to the Support and Account Management Team.

1.3 Data Migration

When implementing PerfectMind from a current system, PerfectMind creates a tailored migration plan for every location and site. The migration plan typically follows the trickle-down principle to minimize the downtime for the City. The duration of the migration project is dependent on:

- Complexity of legacy data
- Migration Plan and Scope (Objects, Fields, and Functions required for migration)
- Resource availability in completing the migrating validation and data clean up
- Accessibility of legacy data

PerfectMind offers two options for data migration:

- **No Data Migration (Fresh Start):** This method is selected for clients who currently do not have a database or the data in current legacy software is corrupt or inaccurate. In these circumstances, PerfectMind's implementation team will recommend the City to use PerfectMind without migrating legacy data. This will give the City the opportunity to build a clean database with accurate data. Event information, rental agreements, and financial information (such as account balances and GL information) will be added manually to the system. Customer account information can be added manually, or can be added to the database as customers register for courses or purchase memberships. PerfectMind recommends that the City complete manual

entry of all data as this provides the opportunity to create a clean database and is a great training opportunity for City staff.

- **Partial Data Migration:** For this method, PerfectMind will utilize pre-developed scripts and tools to migrate legacy information to the new system. The data and objects that will be migrated as part of this plan are:
 - Customer and Account Information
 - Customer Balances
 - Active Memberships
 - GL Accounts

Event information and rental agreements will be manually entered into PerfectMind. The automated migration will be first completed in a sandbox environment to be validated by the City. Upon receiving approval from the City, PerfectMind will perform the migration with a refreshed version of the data in the Production environment.

1.4 Testing

Training and testing phases will begin upon completion of the setup and configuration phase. A test environment (Sandbox) will be set up for the City during the Implementation phase. PerfectMind's Project Manager will work with the City to ensure all user acceptance testing is validated.

Functional Testing

During the Configuration phase, PerfectMind will build a demo database using the information gathered during the Discovery phase. This database is demonstrated to the City to show how information will be presented in the software. In addition, the demonstration will cover the main business processes and required functions communicated during the RFP, contract, and Discovery phases. This is an opportunity for the client to provide feedback on the template design.

Software Configuration Verification

The PerfectMind team performs software verification upon completion of the Configuration phase. The PerfectMind team conducts testing to ensure all modules are correctly configured. Testing is performed on all modules that require configuration including:

- | | |
|-----------------------------------|-----------------------------------|
| • User Permissions | • Permissions |
| • Organizational Settings | • Service and Programs |
| • Accounting and Billing Settings | • Memberships |
| • Automations and Workflows | • Discounts and Promotional Codes |
| • Facilities | • Products and Equipment |
| • Fees and Rates | • Hardware |
| • Staff | • Reporting |

Operational Testing

Upon completion of the Configuration stage, PerfectMind will provide the City with a Sandbox environment in order to complete the necessary testing of the system modules. The Sandbox is an exact copy of the production environment. At this stage, the City can involve real users to test all business processes and modules.

Performance (Benchmark) Testing

In addition to the regular performance tests conducted by PerfectMind, a tailored benchmark test is conducted for every project. The following steps are completed during performance testing:

- **Identify the Test Environment.** Identify the physical test environment and the production environment as well as the tools and resources available to the test team. The physical environment includes hardware, software, and network configurations. Having a thorough understanding of the entire test environment at the outset enables more efficient test design and planning, and helps PerfectMind to identify testing challenges early in the project. In some situations, this process must be revisited periodically throughout the product's life cycle.
- **Identify Performance Acceptance Criteria.** Identify the response time, throughput, and resource utilization goals and constraints. In general, response time is a user concern, throughput is a business concern, and resource utilization is a system concern. Additionally, identify project success criteria that may not be captured by those goals and constraints; for example, using performance tests to evaluate what combination of configuration settings will result in the most desirable performance characteristics.
- **Plan and Design Tests.** Identify key scenarios, determine variability among representative users and how to simulate that variability, define test data, and establish metrics to be collected. Consolidate this information into one or more models of system usage to be implemented, executed, and analyzed.
- **Configure the Test Environment.** Prepare the test environment, tools, and resources necessary to execute each strategy as features and components become available for test. Ensure that the test environment is instrumented for resource monitoring as necessary.
- **Implement Test Design.** Develop the performance tests in accordance with the test design.
- **Execute the Test.** Execute tests. Validate the tests, test data, and results collection. Execute validated tests for analysis while monitoring the test and the test environment.
- **Analyze Results, Report, and Retest.** Consolidate and share results data. Analyze the data both individually and as a cross-functional team. Reprioritize the remaining tests and re-execute them as needed. When all of the metric values are within accepted limits, none of the set thresholds have been violated, and all of the desired information has been collected, testing is complete for that particular scenario on that particular configuration.

Final Acceptance Testing

Upon moving the client to the production environment, PerfectMind and the City will conduct the final user acceptance testing. User acceptance template documents will be provided by PerfectMind to assist with this process. User acceptance testing will be conducted on all system modules and components.

1.5 Training

PerfectMind develops tailored training sessions based on the specific needs of each client. PerfectMind's project team provides the City with a comprehensive training experience. Training is conducted during two distinct phases during the implementation process:

- **Configuration Training:** Initial training for administrators, functional experts, and IT representatives will be provided during the product Configuration Phase.
- **Power User Training:** Train-the-trainer sessions are conducted upon the completion of product configuration.

Configuration Training

During the Configuration Phase of implementation, stakeholders in all departments are provided with hands-on training on how to set up the software. The goal is to create the level of knowledge within the City's core administrator groups so they are able to modify and work with the software as needed without relying on a third party for support.

During configuration, the City's team is trained on everything from the basic global settings of the system to the granular settings that affect day-to-day use. This includes setting up customer accounts, memberships, billing settings, calendars, facility bookings, marketing, and point of sale. In addition to these, custom workflows and automations are created to reduce the time needed for manual work. The City's team will be provided with configuration "homework" and a training database to practice and truly understand the system.

Power User Training

PerfectMind's training team utilizes the train-the-trainer methodology. Our project team will train the City's selected power users to be proficient with the PerfectMind software. The City instructors will then conduct their own end-user training sessions for front-line staff. PerfectMind's Implementation team will work with the City to identify power users and schedule them for training sessions.

Every Power User training session builds upon information from the previous session for a thorough understanding of the system. Accessible for all audiences and skill levels, training sessions are comprised of overviews, demonstrations and hands-on practice for all applicable modules of PerfectMind. PerfectMind will work with the City to evaluate product knowledge throughout the implementation process to ensure that all power users are sufficiently skilled with the PerfectMind system.

The standard length of Power User training is 3 days; however, this can be customized to meet your organization's specific needs. A brief overview of PerfectMind's standard 3-day training plan is provided in the following table.

| Day 1 | Day 2 | Day 3 |
|-----------------------------|------------------------------|-------------------|
| Client & Account Management | Program Registration | Facility Booking |
| Point of Sale | Managing Attendance | Online Experience |
| Membership Sales | Marketing and Communications | |

1.6 Transition to Production

PerfectMind's transition plan works within a hard go-live methodology in which the City will be using their current system while the PerfectMind solution is being implemented and tested. Once the City feels comfortable with the PerfectMind installation and signs off on the user acceptance testing milestone, they will be switched over from their current system to PerfectMind's platform on a specific go-live date. PerfectMind provides post-implementation support after go-live in order to ensure a seamless transition to the new system.

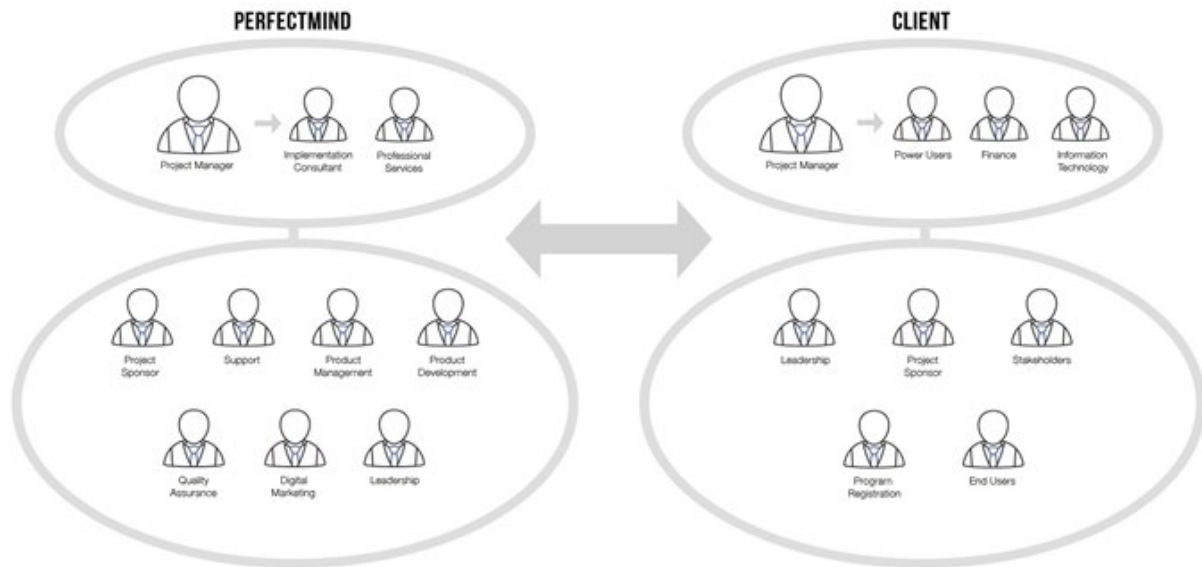
PerfectMind can take a phased approach to implementation if desired by the City; however our preference is to switch all modules over at the same time in order to fully test and practice on the system and take a client through all required work processes.

1.7 Project Team

The following table provides an outline of the PerfectMind staff and estimated percentage of project tasks allocated to each role. Staff assignments are subject to change based current utilization and availability at the time of project award.

| Project Role | Brief Description of Project Responsibilities | % of Project Tasks (Hours) |
|----------------------------------|--|----------------------------|
| Project Sponsor | Serves as escalation point; oversees the project team. | 5-10% |
| Project Manager | Oversees the entire project from Kickoff until handoff to Relationship Manager. | 40-50% |
| Implementation Consultant | Conducts business process review, provides train-the-trainer training, configuration training, and configuration assistance. | 50-60% |
| Professional Services | Responsible for environment creation, permission configuration, database Q&A, workflows, Smart Client reports, custom documents, and data migration (if applicable). | 5-10% |
| Development Manager | Custom development tasks. | As required |

Project Team Organization Chart



1.8 City Role in Implementation

The City's team will be involved in all aspects of PerfectMind implementation. PerfectMind ensures the core admin team at the City has the knowledge necessary to customize and configure the application after Go-Live to satisfy ever-evolving business needs.

If data migration is required, the City would be responsible for providing and cleaning up data extracted from the legacy application. City staff will also be involved in data entry for some records. More details of the migration plan will be discussed during the discovery stage.

For training, the City will be responsible for organizing staff necessary to attend the training session. PerfectMind follows the train-the-trainer methodology, so upon completion of the training for trainers, the trainers (City Staff) are responsible to complete the training for other resources in the organization.

City staff will also be involved in User Acceptance Testing prior to Go Live to ensure all business processes for the City are configured in PerfectMind to the City's satisfaction.

City Staff Requirements

The following table provides an estimate of the percentage of time City staff are expected to be dedicated to the project during the time they are required to assist with implementation; this will be refined after a thorough Discovery session with the City. PerfectMind assumes that these staffing resources and any required hardware resources will be available when and as they are needed. Typically, PerfectMind will block 1 week at a time with staff for training, during which time they are required to be 100% dedicated to the project. The number of total weeks needed will vary depending on client size and project scope.

| Staff Dedicated to Project | Brief Description of Project Responsibilities | % Time Dedicated to Project |
|-------------------------------|---|-----------------------------|
| Project Manager | Main point of contact with PerfectMind's implementation team; responsible for all project communication. Oversees project from start to finish; responsible for overall success of the project. | 45% |
| Power Users | Consists of users from different functions, each contributing to the implementation project with their area of expertise such as program registration, facility booking, POS sales, equipment rental, etc. Power users will receive admin training, and they will be responsible for training the rest of the client staff. | 50% |
| Finance | Work with PerfectMind's implementation team on accounting settings, GL accounts, and reports to ensure client's accounting and financial needs are met and accounts are balanced. | 40% |
| Information Technology | Work with PerfectMind's implementation team to configure current hardware and work on customer integrations as needed, and work on configuring new hardware, if applicable. | 40% |
| Leadership | To provide support on the implementation project and change management. | 5% |
| Project Sponsor | To provide support on the implementation project and change management, as well as make important project decisions such as change of go-live date, delivery of training (onsite vs remote), and staffing needs. | 5% |

| | | |
|-----------------------------|--|-----|
| Program Registration | To work with the PerfectMind team to ensure programs and courses are entered correctly, and, if applicable, work on brochure export with the assistance of the PerfectMind team. | 40% |
| End Users | The end users of the PerfectMind solution who are not a part of the core project team: front desk staff, volunteers, instructors, administrators, IT, accounting, and other user groups. | 40% |

1.9 Project Assumptions

Project assumptions are listed below; these will be discussed in more detail during the Discovery phase.

- Project staff / IT resources will be available when and as they are needed.
- Required hardware resources will be available when and as they are needed.
- Issues will be identified and resolved in a timely manner.
- Business needs will support the execution of the project.
- Subscription fee will be based on the number of locations and total revenue for the previous year the contract is signed.

1.10 Documentation

All implementation and training documentation will be provided to the City in soft copy or online format and can be printed and distributed to staff members as needed.

The documentation provided during implementation includes:


- Configuration Questionnaire
- Power User Training documentation
 - Agendas
 - Training Overview
 - Configuration Notes
 - Discovery Document
- End User Training agenda
- User Acceptance Testing plan and document
- Online help repository (<https://community.perfectmind.com/s/help>), which includes in-depth help files and articles

In addition to the above documentation, PerfectMind also provides release notes and training webinars for every software release to help clients stay up to date on the newest features.


1 Warranty & Support

1.1 Product Support


At PerfectMind, the success of our clients reflects how well we are doing as a company. Each department works together to ensure consistent follow-up and efficient resolution of outstanding issues. Through PerfectMind’s online web portal, users can take advantage of extended support hours, informative webinars, and work order tracking. PerfectMind’s support team is available by phone, chat, and email 24 hours a day, seven days a week.




Phone Support
Speak to a live agent to provide you with the answers you need.




Live Chat
Quickly connect to a live agent to answer your questions online.



Email Support
Send us an email and a support agent will respond as soon as possible.



Knowledge Base
Easily find the answers to all your PerfectMind technical questions using our online Help and FAQ.



Live Training
Take advantage of PerfectMind’s educational classes with open Q&A.

Product Support – Service Level Agreement

PerfectMind's standard agreement includes 24/7/365 support for all technical issues regarding the platform. PerfectMind guarantees that all technical support calls will be answered by a live agent dedicated to your success.

Incident resolution times are tracked within PerfectMind and associated with every ticket logged. PerfectMind will respond to every reported issue in accordance with the incident level and will provide a solution to the problem according to the following tables.

| 24/7/365 Technical Support | | |
|--|---|--|
| Description | Response Time | Resolution Time |
| Client reports an incident via phone, email, or chat | A live agent will immediately discuss the issue with the client | 85% of incidents are currently addressed on the first call |
| The initial call requires escalation to Level II | The initial call will be transferred to a senior live agent to further discuss the incident with the customer | 95% of escalated calls to Level II are addressed within the first call |
| The escalated call to Level II requires escalation to the development team | Level II agent creates a case for the development team to further investigate the incident | Resolution time will follow the SLA table below |

| Service Level Agreement | | |
|-------------------------|---|--|
| Incident Level | Description | Resolution Time |
| Critical | <p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> • § complete inability to use the platform; or • § a reoccurring temporary inability to use the platform | Within the same business day |
| High | <p>This incident level is attained when the following conditions are met:</p> <ul style="list-style-type: none"> • § a significant degradation of the important features or functions available on the platform • § recent modifications to the platform cause some significant features or functions to operate inconsistently | Within 24 hours |
| Low | <p>This incident level is attained when one of the following conditions are met:</p> <ul style="list-style-type: none"> • § a minor degradation of some significant features or functions occurs; or • § a degradation of some secondary features or functions occurs | These issues will be reviewed and prioritized according to the severity of the issue. An estimate will be provided to the client within a week after the incident is reported. |

1.2 Software Maintenance

PerfectMind provides the following maintenance services for our clients:

- Planned maintenance and software updates
- System monitoring
- Urgent maintenance

Planned maintenance will be performed during low-traffic platform hours (midnight to 3 a.m. PST), with a maximum of one update per week. All planned maintenance will utilize PerfectMind's required uptime performance levels unless it is conducted during the maintenance window or is necessary to address an issue with third-party software.

PerfectMind notifies clients of all planned maintenance a minimum of seven days in advance. In the event of urgent maintenance (resulting from events outside of PerfectMind's direct control), PerfectMind will provide as much notice as possible. The system is monitored at all times using both automated and ad-hoc tools to ensure the platform is performing as expected and exceptions are resolved in real-time.

Free Software Updates

PerfectMind's standard subscription includes platform updates for no additional cost during the life of the contract. Release notes, training documents, and a training webinar are provided for all major releases when the update is pushed to the Beta environment for client testing. Major platform updates are first released to select clients on the Beta environment, and are moved to Production environments after feedback is collected and enhancements are applied. PerfectMind offers two production environment options for clients:

- **Limited Availability (LA):** The Limited Availability production environment provides organizations the benefit of receiving new functionality and desired enhancements directly after the Beta period. As this environment contains the newest available features, hotfixes may be required to address small issues. The LA environment typically receives 8-9 releases per year, which are migrated to General Availability (GA) after 2-3 months.
- **General Availability (GA):** The General Availability production environment provides greater stability than the Limited Availability (LA) environment due to having an elongated testing period. The GA environment typically receives upgrades every quarter, containing all features and enhancements previously released to LA.



Client Staff Requirements for Updates

Since PerfectMind is a Software as a Service solution, no City staff are required for updates to the platform. However, we do recommend an administrator group of 3-5 people responsible for making changes to PerfectMind's configuration following implementation.

Quality Assurance

PerfectMind's Quality Assurance team is responsible for ensuring each product release meets our stringent and rigorous levels of criteria. All development is fully tested at the functional, integration, and release stages. PerfectMind currently has thousands of test cases developed to cover all functionality in the system, and new test cases are prepared for every new feature. Releases are tested in different environments progressively getting closer from a development environment to the production environment. PerfectMind has Internal, Alpha, Beta, Staging, and multiple production environments.

1.3 Client Feedback and Requests

Client feedback is of the utmost importance to PerfectMind as it enables us to maintain a direct communication channel with our clients and update our product roadmap to ensure it closely matches client and market needs. To foster collaboration with clients and track all roadmap requests, we utilize an innovative software, Aha! (www.aha.io) which help drive our product roadmap and encourages our clients to interact with us on features and functionality. Within Aha!, clients can view PerfectMind's roadmap, suggest product features, and vote on current feature suggestions. PerfectMind's Development team monitors all client feature requests received through Aha!; if enough votes are received on a feature request, the suggestion will be added to the roadmap. The Development team considers best practices on usability requirements as client suggestions are analyzed, reviewed, and considered for implementation.

If a client requires a specific feature that is critical to their operations, they can engage our Professional Services team to custom-build the feature for additional cost.

| | | |
|--------------------------|--|----------------------------|
| Client | City of Ocala | |
| Project Name | Recreation Management Software <i>Response to Request for Proposal</i> | |
| Date: | Reference: | Attn: |
| November 16, 2021 | REC/210945 | Selection Committee |

Original

November 16, 2021

City of Ocala
Selection Committee
828 NE 8th Ave
Florida

RE: Recreation Management Software Request for Proposal REC/210945

Dear Selection Committee,

Enclosed you will find PerfectMind's compliant submission for the City of Ocala's Recreation Management Software Request for Proposal. On behalf of PerfectMind, I would like to thank you and the City of Ocala for the opportunity to present the advantages of PerfectMind's dynamic platform.

PerfectMind's hosted, web-based solution helps customer-based organizations create deeper relationships with their communities while increasing customer engagement, resulting in revenue growth and improved overall business performance. We realize that every organization is unique, which is why we offer a highly configurable, cost effective, integrated recreation management solution that can be adapted to suit the City's specific needs and work processes.

Our intuitive and user-friendly platform not only supports activity and facility management, but provides a robust suite of modules that provides extensive value to all organizations. With PerfectMind, the City will have access to unlimited user licenses, all modules and improvements, secure and reliable hosting with Amazon Web Services, and 24/7/365 support with no additional cost.

PerfectMind looks forward to the possibility of establishing a long-term partnership with the City of Ocala, providing you with an all-in-one recreation management solution that can evolve with your community. Please feel free to contact me if you require any additional information or clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dino 611", is written over a horizontal line.

VP, Operations
PerfectMind Inc.

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1 Vendor and Software Information

1.1 Company Profile

With PerfectMind software in use by more than 5 million users, in over 30 counties, PerfectMind Inc. is proud to provide clients in the parks and recreation, health and wellness, education, and association markets with the recreation and facility management tools they need to manage and grow their organizations. We strive to create the best solution for our clients, so they can focus on what's important to them – their customers.

PerfectMind's solution is easy to use, efficient, cost-effective, and accessible anywhere at any time from any device. Features and functions are customer-centric, giving your organization the power to drive your operations, program and facility management, finance, booking, and marketing in a way that fits with existing business processes. Our solution adapts to your organization, supporting you to attract new customers, connect with your community, and keep your business running smoothly. Facilitated by the combination of smart application development and industry standard technologies, PerfectMind's solution empowers organizations to connect with customers and staff both online and in person with seamless integration across various applications.

With our head office located in beautiful Burnaby, British Columbia Canada, PerfectMind has grown to more than 100 employees over the past 18 years. As a values-based company, PerfectMind encourages pride, support, and a relentless pursuit to innovate. Investing heavily in product development, customer service, and technical infrastructure ensures our clients get the solution and support they require to provide the best possible experience for their staff and customers. PerfectMind's commitment to innovation and top-tier customer service has led to recognition as one of the leading recreation management software providers in North America.



Platform as a Service

PerfectMind takes care of the updates and network maintenance so you can focus on your customers and community.

Company History

PerfectMind Inc. was founded in 2000 and was one of the first software companies working strictly with membership management businesses. PerfectMind's platform was created to solve operational headaches encountered by private member-based organizations, such as martial arts academies. PerfectMind started expanding into new markets in 2013 (including parks and recreation), while continuing to serve our large base of valued clients in the martial arts industry. PerfectMind was recognized as one of the 20 most promising CRMs by CIO Review in 2015 and was a finalist in the 2015 North Vancouver Chamber of Commerce Business Excellence Awards.

Today, PerfectMind is a leading provider of recreation and facility management software. With the on-going support of our clients, we're committed to supporting and empowering municipalities, health and wellness organizations, academic institutions, school districts, martial arts academies, multi-use recreational facilities, and associations around the world.

Our Mission

PerfectMind's mission is to become the recreation management solution of choice for municipalities and organizations of all sizes. We achieve this by continually developing innovative, intelligent, robust software solutions, giving your staff and customers the support and simplicity they deserve to flourish and participate, with a solution they can utilize and understand.

Equal Opportunity Employer

PerfectMind is proud to be an equal opportunity employer. All employment decisions are based on an individual's abilities, skills, performance, and cultural fit. PerfectMind does not discriminate against any individual based on gender, race, national origin, pregnancy, sexual orientation, age, religion, disability, veteran status, or any other basis protected by law.

Corporate POS

PerfectMind has developed an enterprise-wide cashiering and payment management solution, Citywide POS. PerfectMind's recreation management platform provides the foundation of our corporate POS solution, yet, Citywide POS will be a separate project with its own subscription, implementation, and integration fees. Current clients using PerfectMind's recreation management platform that purchase Citywide POS will receive a discount on the municipal POS solution and will leverage their existing agreement with no need to go out to RFP. Citywide POS is a centralized cashiering solution allowing real-time bi-directional integration, task automation, acceptance, and receipting of payment transactions across an organization's multiple business units. By interfacing with the financial system and connecting to back-end systems such as permitting, taxes, licensing, utilities, etc., Citywide POS will provide an organization's constituents a one-stop-shop to transact all of their business at the counter or over the web.

1.2 Account Management

PerfectMind is equipped to serve your customers and staff, providing complete access to all customer information, communication history, activity history, shared documents, and notes. Our platform is equipped to automate renewals, payment, and billing processes, allowing for easy calculation of fees for various customer groups, allowing online or onsite booking and orders of products and services. PerfectMind allows users to view multiple memberships on a single page with selective branded fields. Our solution has an exceptional account management system in place ensuring your community's facilities are organized and structured. PerfectMind provides a convenient user experience by easily allowing customers to book, register, and reserve online anytime from any device.

Flexible

Account management can be tailored and branded to reflect the City's work processes and practices. Fields can be added and changed to suit your organizations' preferences. The platform has been designed with our clients' branding and implementation needs in mind allowing for a solution that is familiar and works for your organization.

Duplicate Accounts and Merging

Over time, there is a chance of accumulating duplicate records. Within PerfectMind, users with the appropriate permissions can search for duplicate accounts and merge them, resulting in a better organization of records. Keeping your data clean and structured, PerfectMind performs automated duplicate checks when members create accounts online through the member portal.

Transaction Management

PerfectMind's intuitive platform supports the following features:

- Calculate and track customer balance
- Accept customer payments on account
- Produce customer statements

Split payments between cardholders and accommodate blended families or various household structures with PerfectMind's transaction management module. A transaction could include one or more invoices of one or more payments per invoice. For example, a payment on an invoice could be in cash with secondary payments coming off a credit card on predetermined dates; this means you can split payments between accounts while supporting multiple payment methods. This can benefit members who split payments between accounts because of their household structure or shared custody arrangements.

An invoice could be voided without interruptions to other invoices in a transaction; however, if a transaction is canceled, all attached invoices will be terminated.

Searching

The intelligent PerfectMind search fields are dynamic and allow users to quickly search and add all at once. For example, type in a customer's last name and watch as the system pulls up all information, relationships, and data related to the referenced customer. The search engine is optimized to help pick

the best keywords and find link-building avenues that can increase the search rank; moreover, our solution also has the ability to post adjustments to the customer account balance.

Streamlining the search process, PerfectMind allows users to access all related information to the customer within their account profile. View transactions, documents, schedules, emails, credits, level of participation within the customer's account. This can be organized by group or specific criteria for each account.

1.3 Membership Management

PerfectMind provides a highly integrated solution to help you manage different categories of memberships or levels of access, including:

- Unlimited/Ongoing
- Limited by time (e.g. six-month pass or one-day pass)
- Limited by class (e.g. punch pass)
- Limited by time and class (e.g. ten sessions in two weeks)
- Limited by date range (e.g. calendar year pass)

Memberships can have open-ended durations or fixed-term durations. The solution allows for customers to have more than one membership at any given time (e.g. an ongoing membership for the pool and a one-day pass for the yoga studio). Each type of pass will allow members to attend classes; however, each type of pass is tracked differently. It is important to sell passes through PerfectMind as the platform tracks remaining passes, expiry dates, and delinquencies. Memberships can be linked to specific payment plans, this means funds can be collected on a monthly basis (or however the system is set up to do so). Revenue is recognized as soon as payment is collected.

The customer account view provides staff with information on membership expiry, birthdays, and other special requests captured within the profile.

PerfectMind allows multiple options for client identification such as turnstiles, self-check-in, card scans, punch cards, and personal identification; furthermore, the solution produces and manages access cards for clients. Customer residency is determined during account creation. Fees (determined by the City and staff during the discovery phase), are tied to memberships and assigned automatically when selected; furthermore, create member profiles with client descriptions and notes, attach pictures of the clients, and family members for easy administration and recognition.

Family Passes/Memberships

Contacts are easily grouped together as a family or team using PerfectMind's Family Account feature, identifying who is related, preventing unnecessary emails, and keeping payments simple. Having a Family Account is easy and beneficial. The system enables a member to create a client login for the group or family, allowing members and clients to review their classes and account details online (e.g. a parent of two children can review and update classes for themselves and their children). Further to this feature, a joint client login can also be created for a Family Account to allow clients and members to book and manage their own group.

The platform allows you to limit the client count in a family pass by selecting the pass and setting the maximum (this limit is determined by the City and is identified during the discovery phase).

Suspend, Terminate, and Renew Customers

PerfectMind's solution can freeze or suspend all access to the facility as a temporary measure (e.g. due to vacation or a member's payment in arrears). The user has the option to permanently terminate accounts. The terminate function is available on transactions and passes, including termination of unpaid portions of any transaction. This means all scheduled invoices for the transaction could continue to be active or will be considered terminated and not charged; furthermore, any overdue invoice will remain active until paid. The PerfectMind solution allows for membership extensions; simply specify the desired dates to extend the membership. The solution allows for the automatic renewal of memberships. Simply configure the system this way, and watch as memberships are renewed with ease and simplicity, allowing you more time to engage with your community members and facility staff.

1.4 Activity Registration

PerfectMind's enterprise solution provides everything you need to effectively manage programs and courses including activity enrollment and withdrawals, allowing you to create a cohesive and easily manageable community around your business. With easy online and in-person activity enrollment and withdrawal options for staff and customers, PerfectMind enables business growth in just a few simple consolidated steps. Our flexible platform accommodates the most demanding needs, including:

- Automatic creation of semester and season programs
- Participant ranking
- Level management
- Limited or ongoing courses
- Private and drop-in classes/courses/lessons
- Flexible registration (FlexReg)
- Childcare management and preschool
- Extras
- Ongoing courses based on desired occurrence (daily, weekly, monthly, and yearly)
- Conflict management for facility, staff, instructor, and holidays
- Discounts, early birds, and promotions limited by time or number of participants
- Automatic notifications through text message, email, or mass voice broadcasting
- RSVP

With PerfectMind, you can define and assign the following features:

- Multiple and various fee structures
- Initiate season rollover
- Prerequisites
- Establish program enrollment
- Assign minimum and maximums

- Full or partial refund options accommodating multiple payment types (credit card, debit card, or other methods of payment)
- Set online enrollment dates
- Restrict fees based on residency and membership status
- Create custom questions to gather additional information from registrants
- Tie activities to General Ledger account codes
- Waitlist and full roster management

If permissions allow, customer details can be accessed by staff. These include but are not limited to the following details:

- | | |
|--------------------------|-------------------------------|
| • First and last name | • Gender |
| • Street address | • Contract ID numbers |
| • City or state | • Family/household ID numbers |
| • Postal or zip code | • Denotation of primary |
| • Phone numbers | • Customer balance |
| • Email/Facebook/Twitter | • Customer type |
| • Birth date | • Text notes |
| • Age | |

All information related to the activity including status, enrollment, waitlist, space available, date of activity, start and end times, facility location, activity location, costs, cancellations, pay now, and refund options are all viewable and manageable through PerfectMind's solution, allowing your business to run seamlessly. All fields within PerfectMind are customizable. The activity enrollment and withdrawal process can be tailored and branded to reflect the City's work processes and practices. The platform has been designed with client branding and implementation needs in mind, enabling a solution that is familiar and works for your organization.

1.5 Activity Setup

PerfectMind has the ability to accommodate your businesses most stringent tasks, enabling you to service customers with greater efficiency enhancing internal operations. With our robust platform offering a tailored and customized solution to your organization's needs, we enable clients to use PerfectMind as their core business management solution aiding with everyday activity setup and management. Our solution makes activity setup simple and painless, while being easy to manage and understand.

PerfectMind helps organizations manage all aspects of their facilities' operations with an efficient and easy to use Activity Setup feature, allowing for quick and easy online or onsite activation and registration for all types of bookings. The solution can automatically create semester and seasonal programs with various rollover options giving you the ability to ensure full course loaded schedules are in place with selected details for the following seasons. All fields are configurable within PerfectMind and will be identified during the Discovery phase. The City administrators will have the ability to add or delete fields at any time.

PerfectMind supports the following activity types:

- **Appointment:** Event has only one occurrence and one attendee (e.g., private lesson or fitness evaluation)
- **Single Booking:** Event has many occurrences, but attendees enroll in one occurrence at a time (e.g., a drop-in class or seminar)
- **Course:** A series of events with a fixed schedule, and attendees must enroll in all occurrences (e.g., marathon training or fitness class)
- **Custom Booking:** Users choose the sessions that are convenient to them and pay a fee accordingly, rather than commit to both the schedule and price of the entire series of a Course (e.g. summer camp or daycare).

Once an activity has been created and enrollment is maximized, administrators can enable the waitlist and the registration will automatically default there. Waitlist information is viewable from the course list page with the waitlisted clients and their applicable queue order.

Cloning Activities

Users can save a duplicate of an existing activity by cloning it. The system will copy many of the original attributes to the new activity to minimize the amount of work needed to complete the data entry. Users can clone an individual occurrence, or an entire series. Cloning an activity series (such as a course) is especially useful if you want to:

- Offer the same course from a previous season in a new season
- Duplicate one skill level to apply the same attributes to another skill level

Users can choose whether to clone the list of attendees in one activity so that they can also participate in another. For example, cloning a swimming course will help you carry forward a group of attendees from one skill level to another.

Activity Linking

Multiple activities (appointments, single bookings, and courses) can be linked together in an Event Group. An Event Group enables the City to set a total combined program capacity for multiple activities. As soon as the capacity is met across all activities, the system will not allow further registrations; this is helpful to reduce safety concerns related to overcrowding. For example, the total number of registrants for all swimming classes running at the same time should not exceed the actual capacity of the swimming pool.

Event Groups also enable users to link multiple levels of courses together to create a program track. For example, a First Aid program may include several different courses that attendees must complete to receive a first-aid certificate.

Activity Setup Features

- Configurable class levels.
- Pass/fail tracking for courses.
- Prorate classes for late registration.
- Programs and the activities are linked to facility and room reservations.
- Specify age restrictions to come into effect on a particular date.

- Interactive attendance functionality, plus non-attendee tracking for marketing follow-ups.
- Ability to generate mailing lists and labels from registration lists.
- Disable the ability to delete courses with paid or enrolled customers to minimize the possibility of deleting an active course in error.

1.6 Custom Booking and Childcare

With an easy to use, flexible, modular format, PerfectMind's solution simplifies the management of advanced custom bookings such as childcare registration or day camps both online and on-site. PerfectMind's highly intuitive registration platform enables enrollment of individuals into multiple sessions at the same time (e.g. morning, afternoon, and evening), in a single transaction. Customers can choose the sessions that are convenient to them and pay a fee accordingly, rather than commit to the schedule and price of the entire series of a standard course.

Multiple fee and payment options can be assigned to a custom booking event group, allowing you to provide different rates to residents, non-residents, members, non-members, and the general public. Different fees can be set per session, per day, and per week, enabling the City to provide discounted rates to customers for booking multiple sessions. Fees are calculated automatically and updated dynamically as sessions and extras are added or removed.

Custom Booking and Childcare Highlights:

- Sell optional or required extras and equipment at the time of registration for each session (e.g. hot lunch).
- Parents or guardians can search and view the custom booking schedules online.
- Tax receipts can be printed or emailed on a yearly basis.
- Receipts can be generated through the reporting engine or the document application using a custom receipt template.

1.7 Facility Management

PerfectMind makes booking a facility hassle free both online and on-site. Our Facility Management module is optimized for use on all devices, and enables users to manage:

- | | |
|--------------------------------|--|
| • facility dependencies | • online facility reservations |
| • advanced availability search | • interactive facility maps |
| • multiple rates and fees | • questionnaires and alerts |
| • payment plans | • rental extras and add-ons |
| • operational hours | • customizable contracts with digital signatures |
| • booking conflicts | • integrated lighting options |

PerfectMind's customizable Facility Management module helps save time and increase operational efficiency. Facility calendars provide staff and customers with a real-time view of availability across your network of fields, swimming pools, courts, arenas, and other public-facing amenities, and our integrated conflict manager eliminates the risk of double booking. PerfectMind makes facility reservations simple

and painless, whether you are completing a single reservation or multiple bookings. There is no delay when generating contracts containing over 100 reservations.

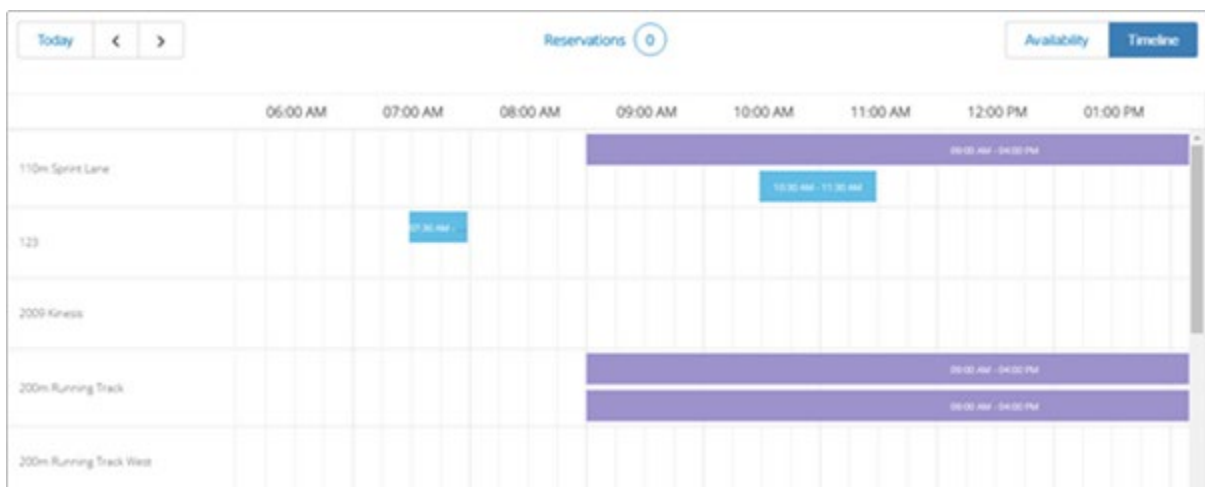
PerfectMind's intuitive search capabilities help staff and customers easily identify available resources that meet their rental needs. Users can search for a facility by keyword, including facility name or contract ID. PerfectMind also offers an advanced availability search, which sets a time range and duration for a booking starting from a specific date, and can search particular days of the week. Users can also filter by calendar, service, facility type, location, and amenities in their availability search. Search parameters can be saved for future use if needed.

Users can choose between two views in the facility schedule:

- **Availability View:** Displays a horizontal view of facilities with color-coded blocks indicating availability. Users can click on a block to show the availability details for that specific time.



- **Timeline View:** Displays all existing events that connect with the facilities you have selected in your search. Existing reservations appear in the color that is associated with the facility calendar they were created in.



Easily reserve events that cover multiple days and multiple venues within your organization using custom repeat patterns. Users can select independent booking dates to create a booking series, and modify or add any date within a recurring series without breaking the original repeat pattern. Using dependencies, customers can book an entire facility, or a partial portion (e.g. one lane of a swimming pool instead of the entire swimming pool). If a partial portion is reserved, the entire facility will no longer be available for booking. Extras and add-ons (such as equipment) can be attached to any facility reservation, and can be required or optional.

Custom questionnaires can be added to the service level of any facility which will be activated during the reservation process. This is where you can ask customers to provide any information required for a reservation, including room setup preferences, waivers, or terms of service agreements. Multiple questionnaires can be added to a single facility if multiple services are attached to that facility; for example, a facility may be used for both Basketball and Volleyball services which require different questionnaires.

Multiple reservation rates can be assigned to a facility, including prime time/non-prime time rates and fees for residents/non-residents. If a reservation overlaps between two rates, the system will automatically charge the correct rate for each of the hours booked. For example, if prime time hours are 9am to 5pm and a reservation is booked for 4pm to 6pm, 1 hour will be charged at the prime time rate and 1 hour will be charged at the non-prime time rate. Multiple payment plans can be configured for facility reservations, including equal payments, term payments, or custom payment dates.

Quick Rental

For simple facility bookings that do not require a contract, PerfectMind offers a Quick Rental option. Users can select the facility and time for the reservation, then proceed directly to the Point of Sale system for processing. The system will run the conflict manager and any associated questionnaires, then will proceed to the payment process, including the addition of any applicable extras, fees, taxes, and discounts. If there is no fee for a quick reservation (for example, booking a tennis court that is free for members) the Point of Sale system will be bypassed and a receipt will be generated for the reservation.

Online Facility Booking

Facility information and reservation options can be available to staff and customers online at the City's discretion. There are four options to choose from when setting up facilities for online booking:

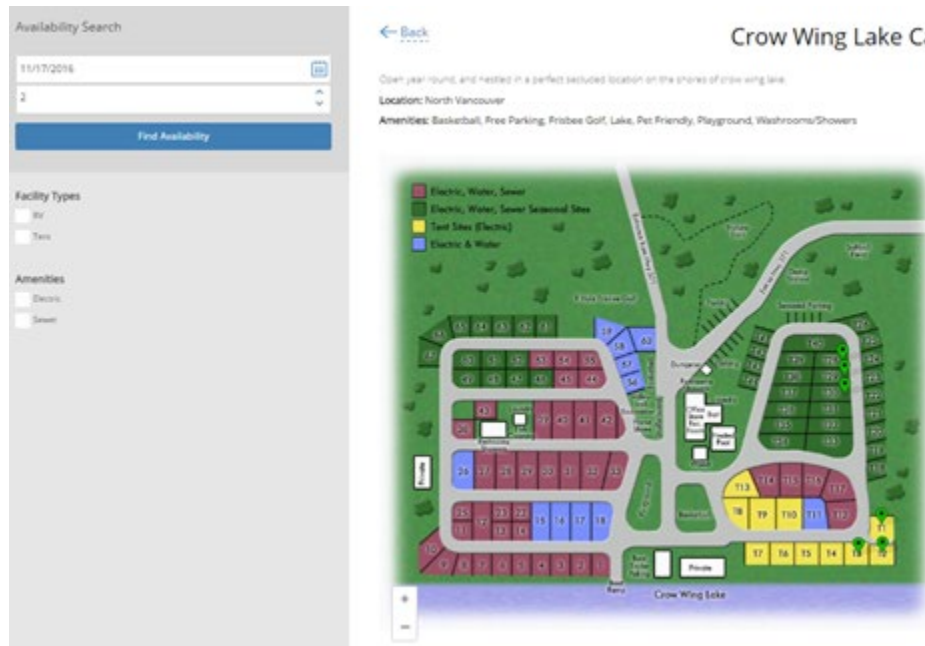
- **Allow Reservation:** Allows reservations to be completed online without staff approval.
- **Allow Reservation with Approval:** Reservation is placed in a "tentative" state pending staff approval. Staff members must contact customers to complete reservations.
- **Show Information and Availability:** Displays the searchable availability schedule of a facility. Customers must complete reservations over the phone or in person.
- **Show Information:** Displays only the facility information. Customers must complete reservations over the phone or in person.

The City can also set a maximum limit for online bookings a customer can complete, either by the total number of all future reservations, or by the total number per bookings per day or per week. This is helpful during busy seasons, so facilities aren't all booked up by the same customer.

Interactive Facility Maps

Make the online booking process simpler and more visual with customizable facility maps for gyms, pools, classrooms, campgrounds, courts, marinas, and other facilities. Customers can conveniently view a group of facilities on an interactive map that provides an overview of a location's physical space and includes clickable pins, each corresponding to a unique facility. Once a facility is selected, users can view and search facility details, amenities, and available booking times.

Campground Map



1.8 Point of Sale

PerfectMind's robust point of sale module streamlines the checkout process for both customers and staff. Easily record sales transactions, print or email receipts for customers, and manage product pricing, discounts, and inventory. PerfectMind's Point of Sale module is intuitive to navigate, and has a dynamic layout compatible with mobile devices and tablets.

PerfectMind maintains and stores receipts and endorsement documents in user-defined formats. The solution allows for item prompts as required by the City. Customizable for any product, administrator privileges allow you to add or remove prompts as needed. These can include:

- Discounts
- Promotional codes
- Gift Cards
- Early bird pricing

Customers and staff can search for any product within the City's inventory using various item attributes. Products and memberships will appear together in the same search results, unless filtered by tab group. Custom PLU buttons can be easily created within PerfectMind to enable groupings of items including the placement of frequently sold items.

Supported Payment Types

PerfectMind supports the following payment types:

- | | |
|--------------|---------------------------------------|
| • Cash | • Account Credit |
| • Check | • Visa |
| • Gift Card | • MasterCard |
| • Debit Card | • American Express |
| • EFT/ACH | • Subsidy |
| • PayPal | • Custom Payment Types (i.e. rewards) |

Payment Plans

PerfectMind's point of sale module includes the option for customers to Pay Now or Pay Later using a pre-defined payment plan. The City can configure multiple payment plans that will be available for all customers; for example, the City could offer 3-month, 6-month, and 12-month payment plan options. Both Pay Now and Pay Later amounts can be split between multiple payers and multiple payment methods. This split payment feature is beneficial for blended families, or customers who prefer to split financial responsibilities.

Inventory Management

PerfectMind's point of sale module provides fully integrated inventory management features. The customizable platform enables the City to create unlimited products within the online store, with branded store interfaces and featured products by location.

As the City sets the inventory threshold, the system can alert users when inventory thresholds are reached, and can automate the reorder process if required. This function can be turned on and off by the administrator.

Receipts

PerfectMind can generate a receipt to include the following:

- Organization name
- Address
- Date
- Parent and child name
- City tax ID number
- Fees: membership, regular, late, additional, field trip, and release date feeds

Point of Sale Highlights

- Fully responsive layout is compatible with mobile devices and tablets.
- Purchase multiple memberships in a single transaction.
- Assign memberships and activities to a customer other than the payer.
- Add multiple fees or taxes to memberships, residents, non-residents, facility bookings, and courses.
- Items, Products, and Memberships are grouped by tab for easy navigation.
- “Frequently Sold” buttons can be configured by location. Simply tap a button to add the associated item to the cart for purchase.
- Update Discounts, Taxes, Price, or Item Properties (e.g. color or size) directly from the cart screen.
- Void any scheduled payment, preventing the payment from being processed.
- Refund or credit processed payments in real time to the original form of payment or to a General Ledger account.
- Refund permissions can be adapted or configured based on the user profile. This means that users will not have the ability to process refunds without the appropriate permissions.
- All account information is recorded per user and per location site.
- PerfectMind is PCI compliant, and only stores the last four digits of credit cards in line with PCI standards.
- When adding a new product, administrators can select if the price will be inclusive of tax, or not. This enables flat fees, with no hidden charges.

1.9 Payment Processing

PerfectMind will not be your organization’s payment processor. We do however forward the card information, which is why our company and software needs to be a certified PCI compliant. We do not store credit card information in its entirety, instead we simply store the last four digits in conjunction with PCI standards. PerfectMind can integrate with the City’s desired payment processing vendor for a one-time fee, making the transitional process familiar and comfortable. Or, if preferred, the City can work with

one of PerfectMind's integrated processing partners for no additional cost. PerfectMind is currently integrated with the following payment processors in the United States:

- Vantiv Integrated Payments
- Elavon
- Bank of America
- Global
- EVO Payment
- Paylance
- Paytrace
- Paysafe

1.10 General Ledger and Accounting

PerfectMind has an internal general ledger that tracks financial accounting for all transactions, such as revenues related to classes, programs, and facility rentals. The General Ledger is central to the financial management system, the source of the transactions and balances that define the financial state of your business. PerfectMind's Accounting module incorporates income, expenses, assets, and liabilities, capturing the business context and measures of your operation. The software makes it simple and easy to export the data and import it to a third party financial or accounting software without manually charging a fee.

Exporting Financial Information

PerfectMind offers free standard financial export templates that the City can utilize to import accounting and GL information into your third-party financial solution. Alternatively, a fully customized export file can be created for an additional cost which would be determined after reviewing the export specifications. Financial exports/imports can be completed manually by City staff or automated using a secure FTP drop on a preset schedule (daily, weekly, bi-weekly, etc.). The City can also run manual GL exports at any time.

General Ledger and Accounting Highlights

- Create unlimited General Ledger accounts
- When selling a pass or membership online or onsite, invoices will be automatically generated and processed to the applicable payment plan tied to the membership. Different General Ledger accounts can be assigned to each membership, allowing the system to take care of deferred revenue
- Assign multiple revenue General Ledger accounts for any facility booking, reservation, or equipment rentals. Users can define the General Ledger account for the applicable facility or equipment; thus, allowing the system to compute the deferred revenue
- Assign multiple revenue General Ledger accounts for any sales item such as memberships, events, and Point of Sale items. Users can define the percentage split of each income associated with the different General Ledger accounts
- The user has the ability to manually create and modify a post-dated transaction; in fact, the software solution has a pay now or pay later feature creating a user-friendly Point of Sale system for all that access the site. If the user has opted for this module, A/R accounts will be updated according to the General Ledger report
- Manually enter account numbers to adjust posting between General Ledger Accounts

- Void and/or forfeit any scheduled payment, preventing the payment from being processed
- Payments that are processed can be refunded or credited at any time. Users can choose to refund the amount to the original form of payment or refund to a General Ledger account. General Ledger reports will reflect the changes using accrual or modified-accrual based accounting
- General Ledger account information can be printed, emailed, or exported to Microsoft Excel at any time

1.11 Reporting

PerfectMind's solution includes over 100 reports for finance, operations, marketing, and other divisions, removing the need for additional reporting software. The proprietary built-in reporting engine enables the City to select from multiple filters to ensure each report meet your business needs. Users can create and access reports online from any device, providing staff with the ability to track facility utilization, number of memberships sold, and class enrollment at any time. Reports can be run on an ad-hoc basis and can be exported in CSV or XLS format.

Activity Rosters

PerfectMind enables organizations to produce roster reports sorted by alphabetical or chronological entry order, team name, or age. Roster reports include the following options and data elements:

- All rosters for a facility, category, instructor, or supervisor
- All rosters for activities starting within a specific date range
- “Brief” or “Expanded” roster formats
- Printed rosters, or mailing labels for participants on a roster
- Inclusion or exclusion by enrollment type (such as wait list) and refunded entries

Financial Reporting

PerfectMind provides standard consolidated day-end financial reports that contain combined totals from all functional areas including enrollments, reservations, and membership sales. Users with appropriate permissions can group several General Ledger accounts by income and account type, and generate these reports for tracking. PerfectMind allows the user to define General Ledger accounts by site. Users can then choose to view the General Ledger account information for their site only when setting up activities and generating reports.

Robust Filtering

PerfectMind provides staff with user-controlled selection screens prior to running each report. These selection screens allow the user to narrow the report by choosing only relevant data or user applicable information. This could mean running a report for just a single center, for a single or group of facilities,

with specific dates and times. Robust reports with customizable filters include but are not limited to the following:

- Activity number and name
- Category, instructor, and location
- Activity status
- Beginning date and time of course
- End date and time of course
- Registration start date
- Instructor payment data
- Revenue account

Ad-Hoc Reporting

PerfectMind's platform provides permission-based access to all data included within tables and fields. System reports are defined for billing, attendance, and similar core functionalities. Grid views and chart views can be generated for any table defined in the system. Other means of accessing the data for export to more sophisticated statistical analysis and charting tools are also provided through table exports to third-party solutions, if required.

1.12 Standard Reports

PerfectMind's solution includes the following standard reports:

| Accounting Reports | |
|--|--|
| <ul style="list-style-type: none"> • A/R Aging Summary • Deferred Revenue • Detailed Deferred Revenue • General Ledger • GL Adjustment • GL Assignment Audit | <ul style="list-style-type: none"> • Income & Loss • Journal Entries • Monthly Revenue Forecast • Punch Pass Revenue • Staff Payment Estimate |

| Bank Reconciliation Reports | |
|---|---|
| <ul style="list-style-type: none"> • Payment Detail – Cash • Payment Detail – Check • Payment Detail – Credit Card | <ul style="list-style-type: none"> • Payment Detail – Debit • Payment Detail – EFT • Payment Summary |

Membership Reports

- | | |
|--|--|
| <ul style="list-style-type: none"> • Expiring Limited Passes • Expiring Punch Passes • Frozen Memberships • Membership by Status | <ul style="list-style-type: none"> • Membership Cancellations • Membership Renewal • Membership Sales • Membership Scans |
|--|--|

Daily Cash Out Reports

- | | |
|---|--|
| <ul style="list-style-type: none"> • Cash Out Report (Cash Only) | <ul style="list-style-type: none"> • Cash Sales – Open to Close |
|---|--|

Marketing Reports

- | | |
|--|---|
| <ul style="list-style-type: none"> • Broadcast Recipients • Broadcast Summary • Campaign Logs • Consent Emails | <ul style="list-style-type: none"> • Emails Bounced • Email Delivery • History Log • New Online Members |
|--|---|

Time Card Reports

- | | |
|---|---|
| <ul style="list-style-type: none"> • Hours Last 7 Days • Hours This Month | <ul style="list-style-type: none"> • Hours Today |
|---|---|

Level Promotion Reports

- | | |
|---|--|
| <ul style="list-style-type: none"> • Promotions This Month | |
|---|--|

Members Reports

- | | |
|--|---|
| <ul style="list-style-type: none"> • Customer and Account Statement | <ul style="list-style-type: none"> • Tax Receipt |
|--|---|

Financial Reports

- | | |
|---|--|
| <ul style="list-style-type: none"> • Activity Extras • Bank Reconciliation • Bank Reconciliation (AMEX) • Billing & Payments • Cash Reward Details • Cash Rewards • Course Revenue • Credit (Owing) • Credit Summary • Daily Cash Balance Report • Discount usage • EFTs in-Progress • Expense By Category • Expense By Vendor • Expiring Credit Cards • Facility Booking • Facility Booking Invoice | <ul style="list-style-type: none"> • Facility Booking with GL Assignment • Facility Contract Extras • Gift Card Sales • Gift Card Usage • Income Forecast • Instructor Agreement • Memberships By Month • Outstanding Credit by Account • Outstanding Credit by Contact • Overdue • Payroll • Products by Month • Sales Information Report • Security Deposit Deduction • Subsidized Service Status • Successful Payments • Taxable Sales |
|---|--|

Scheduling & Activity Reports

- | | |
|--|---|
| <ul style="list-style-type: none"> • Activity Attendance Sheet - Daily • Activity Attendance Sheet - Monthly • Activity Registration Summary • Appointments Attendance Sheet • Attendance Sheet • Brochure Export • Contracts to be Completed • Courses Status • Event Conflict Report • Event Group Roster • Event Master Report | <ul style="list-style-type: none"> • Event Roster by Series • Event Roster by Session • Event Roster with Attendance • Facility Audit Report • Facility Schedule • Facility Usage Report • Maintenance Report • Prompts Report • Reason for Cancellation • Service Audit Report • Sessions Report With Revenue |
|--|---|

1.13 Online Customer Access

Providing the best experience with easy online access is a necessity to your customers and community. PerfectMind accomplishes this with its responsive and social platform. The apps and website integration run flawlessly for both your staff and customers. Regardless of screen size or browser type, PerfectMind's

responsive platform allows the City's customers to access all public areas of the site while at home or on the go, without having to download a mobile app.

PerfectMind provides a modern and user-friendly interface for the public to access the City's recreation and facility services. Visitors to the City's website can view class schedules, register for courses, book facilities, purchase memberships and other POS items, and manage their accounts with ease from any computer, tablet, or smartphone. PerfectMind is fully functional across all operating systems (iOS, Android, and Windows), allowing for full operation on all platforms and devices (mobile, tablet, PC, and MAC). The only requirement is an internet connection; furthermore, clients and members can login with their social media accounts.

The City can enable and disable what information they want to be presented online and create customized widgets (an application, or a component of an interface, that enables a user to perform a function or access a service). PerfectMind will provide a link or an embedded code with custom CSS to be added to the City's website.

At the discretion of the administrator, PerfectMind will provide web access to these modules and features. PerfectMind provides clients and users with a single access point for the public to manage their recreation activities and services. Customers will be able to access password reset, tax receipts, permits, and schedules for themselves and other family/organization members.

The solution enables social sharing of content by clients and their customers using a variety of social channels to update their networks and share their fitness bookings, purchases, registrations, and experiences. This allows people in their networks to easily view information and sign up for the same programs, products, and services. The ability to socially share helps generate positive feedback, word of mouth referrals, and grow revenues.

PerfectMind can be configured show all or some of the activities offered by the City on the online registration portal, including but not limited to the following:

- Activities
- Facilities
- Programs
- Memberships
- Store

PerfectMind checks customer names and email addresses to prevent creating duplicate accounts online and includes an automatic duplicate account search feature. This allows duplicate accounts to be quickly and easily merged without losing transactional information. Staff can search by email, name, and telephone number to find and merge duplicate records.

Password Management

PerfectMind's solution allows customers to access their account information over the internet with a personalized assigned username and password. Customers can book classes, make online purchases and change their account information. The City can specify what information customers can access or change online.

Using a Facebook account, users can adjust their account and reset their password. When a password reset is requested, an email is generated with the following enforced reset instructions:

- Passwords must be a minimum of six characters in length
- Passwords must not contain more than two repeating characters (e.g. 111222 is not a valid password and will not be accepted)
- Passwords cannot contain a sequence of characters (e.g. 123456 or abcdefg)
- Passwords can be reset when forgotten

Below are some optional password security features:

- Minimum password length (between six and sixteen characters)
- Contains lowercase letter
- Contains uppercase letter
- Contains number
- Contains punctuation mark
- Enable password history check (cannot use any of the last five passwords)
- Lock out by IP address
- Lock out by hours

1.14 Online Document Center

PerfectMind provides the ability to scan, upload, share, and manage documents (e.g. annual waivers, permits, tickets, medical forms, and proof of staff certifications) in the hosted database within the cloud. Populate a variety of documents such as waivers, contracts, and disclaimers using PerfectMind's mail merge functionality. Create custom labels, membership cards, and gift certificates with your logo and branding standards. The document management solution has the ability to obtain a physical signature or an electronic signature that can be stored in the system.

New documents can be created directly through the Document Center. These can be a variety of forms, waivers, and disclaimers. Files can be created on any computer and the merged fields from PerfectMind can be added to the document through the document editor. This editor will function similarly to Microsoft Word, Pages, and Open Office, giving the user a familiar feel. Any documents created outside PerfectMind can be added for simple organization and storage; however, only HTML documents built in PerfectMind and Word documents are supported for merging.

Digital Signatures

PerfectMind helps you save on paper, ink, and postage when you give your members the convenience of signing documents such as waivers and agreements electronically. With the addition of a new signature field, your clients can digitally sign documents on any electronic device. Members no longer need to worry about coming into the office to sign documents, with PerfectMind simply email the document to the applicable members and check later for verification and completion. Signed and completed documents can be saved in the contact's profile, a module of Account Management.

Highlights of Document Center

- Customize boilerplate contracts and create several types of standard contracts and other forms.
- Create and modify contracts complete with all relevant details.
- Retrieve data to generate quotes, receipts, and fees for members.
- Create, print, and modify contracts, work orders, and waivers.
- PerfectMind has workflow capability to upload and send contracts for approval to other City team members and staff.
- Send contracts, work orders, and documents to clients and staff electronically.
- Upload and print templates for contracts, work orders, tickets, and event checklists.

1.15 Calendar and Scheduling

Prevent scheduling conflicts, increase operational efficiency, and simplify the facility booking process for your staff and customers with PerfectMind's customizable calendar. The PerfectMind calendar is shared across the platform to organize your events and bookings, and provides ready access to related functions like managing services, staff, and facilities. The calendar provides automated conflict alerts, providing staff and customers with a real-time view of facility availability and operational hours across your network of fields, courts, arenas, and other community facing facilities.

The PerfectMind calendar can be edited, revised, and printed by staff and clients with appropriate access from any device that is connected to the internet. The calendar easily integrates with the City's forward facing website, providing the public with real-time access to schedules, facilities, and activities.

Calendar Highlights

- Customize columns shown by clicking the arrow beside a column title and selecting from the drop-down list.
- Search by keyword, course ID, or contract ID to easily find the facility or event aligning with client needs.
- Filter calendars by a period of time, age, gender, service, and season.
- Manage full-time and part-time employee schedules and availability.
- Define color, default view, and time scale (e.g. intervals of 15, 30, or 60 minutes), and groupings (e.g. group by staff member) for each calendar.
- Set up automated reminders about events for attendees.
- Export calendars to PDF files to print or save offline.
- Choose to show or hide canceled events.
- Share events to various social media platforms.
- Set recurring operational hours for statutory holidays. Simply set the holiday hours once, and the system will apply it to all future years.
- Customize the text that appears on the online calendar when online reservation for a facility is closed. Instead of "Call to Reserve", you can include custom text up to 15 characters (for example, a phone number to call).

1.16 Communication and Marketing

PerfectMind's solution includes exceptional built-in communication and interaction tools, giving you the options and variety to effectively connect with customers and staff. Accommodating all individuals and preferences, communication through PerfectMind can be done by voice broadcast, text messaging, and email. Users can create a mass voice broadcast to notify contacts about important updates and alerts (e.g. the closure of a facility due to inclement weather, or a special promotion). At any given time, users can utilize voice broadcasting to contact specific targets (customers, employees, residents, or non-residents) or communicate important alerts, promotions, and updates. The platform allows staff to send text messages (SMS) to a designated group of recipients. Per-use costs will apply for SMS and voice broadcasting services.

PerfectMind's solution includes a built-in email application. This allows you to send emails from directly within the system to one or many individuals, accounts, and companies. With no need to export and import to another software, PerfectMind allows you to take advantage of email marketing technology maximizing your delivery and open read email rate. Successfully send mass emails to groups or selective individuals hassle free without needing to copy and paste email addresses and templates.

Adaptable to any email template, PerfectMind's communication tool sends automated and smart emails based on defined criteria. It can schedule emails and create regularly recurring emails of any pattern. Users can insert merge fields from the database, add any field from transactions, payments, and passes, provide suppression list management (opened, bounced, unsubscribed), and add content to templates (sorting and reporting).

The variety of communication methods available through PerfectMind can accommodate the assortment of individuals within your community allowing for equal access for participants with visual, hearing, or cognitive disabilities. Information is accessible in various formats to ensure everyone has a similar understanding of programs, services, and activities.

Social Media Marketing

When accessing the online portal, clients and members can log in with their social media accounts. Client and member activities can be posted to social media accounts, which can then be liked and shared by the poster's social media contacts. This will widen the visibility of the City within social media circles.

Export Data and Brochures

PerfectMind enables users to create, export, and print catalogs and brochures online based on program and activity data. PerfectMind's brochure export reports are designed with tags to make the creation of brochures and other marketing materials within Adobe InDesign (or other design software) seamless and convenient. Program information can be exported in CSV or XML format.

1.17 Subsidy Management

With PerfectMind, the City can create, apply, and manage subsidies and scholarships for qualified clients or families, to assist them in enrolling in courses, buying memberships, booking facilities, or purchasing

products. With different subsidy types, the City can apply rules to qualify eligible families or individuals, and set restrictions on subsidy amounts.

When setting up a subsidy, the City can apply parameters such as activation and expiration dates, total subsidy amount, and maximum amount allocated to a single contact or account. Restrictions to subsidies can include demographics such as a minimum or maximum age, and maximum times a customer may receive a subsidy.

PerfectMind provides full auditing and tracking capabilities for scholarships and subsidies. The City can perform the following tasks through the subsidy management module:

- Sell courses and memberships to qualified clients through the Point of Sale system
- Remove a subsidy allocation from a client so they can no longer use the subsidy funds
- Refund courses or memberships back to the original subsidy fund
- Receive donations that can be allocated to a specific scholarship or subsidy
- Generate reports showing subsidy allocation and usage breakdown

1.18 League Management

PerfectMind's league management module will help your organization manage a variety of sports including softball, basketball, volleyball, and golf. PerfectMind understands that different types of leagues require different registration options, which is why we offer a flexible platform to manage league and tournament programming.

With PerfectMind's league management module, customers and staff can register either a full team or an individual team member. The registration process is the same as for activities and programs, making the sign-up process familiar and comfortable. Different questionnaires can be added to each registration type, enabling the City to collect specific information for teams or individuals.

TeamSideline Integration

If the City requires more robust league and tournament scheduling functionality, PerfectMind offers dynamic data integration with TeamSideline, a leader in league scheduling software. TeamSideline provides full league management functionality including automatic league or tournament game scheduling, team and player registration, team websites, automatic game scoring, roster building, and tournament management.

PerfectMind and TeamSideline's two-way integration consists of sharing facility, division, and team information between the systems. This provides the following benefits:

- Facility availability is shared between the systems to prevent double bookings
- Create and update events automatically in PerfectMind when a game schedule is created or changed in TeamSideline
- View non-tournament events for a location or multiple locations

1.19 Staff Management

PerfectMind's staff management module makes it easy to schedule staff, post shifts, and track hours and activities. Generate reports and view analytics about your staff, including hours worked, pay rates. The platform supports the management of detailed staff profiles from skills and availability to training and certifications. Data is readily available in a streamlined format with the ability to add notes and attachments on each staff member.

Staff Management Highlights

- PerfectMind allows for City staff to log into a shared calendar system. This system can be edited, revised, and printed by staff and clients from any device that has access to the internet. The calendar includes but is not limited to: staff schedule, class schedule, facility schedule, equipment availability, daycare, concerts, and special events.
- PerfectMind's calendar system allows for multiple locations and other locations to be managed and viewed from the same interface.
- Manage full-time and part-time employee schedules and availability.

1.20 Ticket Management

PerfectMind's ticket portal will allow for the sale of tickets online directly through the PerfectMind platform either in person or online. Tickets can be limited to specific venues and can limit access by time. Tickets can be sold individually or in groups. All ticketing is General Admission but can also be sold in tiers (seating groups) as well. The system can print bar codes with in-and-out privileges along with tickets corresponding to the event.

Ticket design can be fully customized, with several customization options:

- Utilize PerfectMind's pre-set templates
- Custom templates can be designed and created by PerfectMind's Professional Services team (fees will apply)
- Create your own custom ticket designs using HTML5

Tickets can be used to scan to open gates using PMscan (linked with a gate kicker system) or with a handheld scanner. There can be multiple scans on a ticket; this is useful for group admissions which can either have 1 ticket per person, or 1 ticket with multiple number of scans.

1.21 Cloud Hosting

PerfectMind is a platform as a service (PaaS) solution that is licensed on a subscription basis, which can save your organization time and money. There is no software installation or additional hardware needed; PerfectMind's only requirement is a web browser and active internet connection to access the database hosted on the cloud.

Cloud Security and Advantages

Cloud computing focuses on maximizing the effectiveness of shared resources. As a veteran of the cloud community, PerfectMind utilizes this infrastructure and in doing so achieves the following:

- High Security
- 24-hour backup
- Site redundancy protecting against hosting facility outages, providing service to multiple geographic regions when connectivity between them is lost
- A disaster recovery plan
- Hosting in Canada and the United States with 99.9% availability

Cloud computing provides the City the flexibility to connect with clients, files, and documents anywhere at any given time. With the number of web-enabled devices in today's environment (e.g., smartphones, tablets, mobile devices) access to data is easier with the cloud. The following points outline several benefits of moving to a secure, cloud-based solution:

- **Mobile Access:** There are no components deployed to desktop or mobile devices as PerfectMind works with all modern desktop and mobile web browsers.
- **Reduced IT costs:** PerfectMind is a cloud-based solution, so there is no need for on-premise server-side hardware or software. The City can reduce overhead costs by using PerfectMind's cloud computing service.
- **Scalability:** PerfectMind's platform enables organizations to scale operations and storage needs up or down as need and demand changes. Servers are monitored 24/7/365 and thresholds are carefully audited by PerfectMind. Servers are over-provisioned to meet future growth and unexpected spikes in workload. However, in the event of a resource constraint, additional resources are added without service interruptions.
- **Business Continuity:** Whether the City experiences a natural disaster or power failure, stored data is backed up and protected in multiple secure and safe locations. Restoration of services is prioritized by the failover provided in our hosted architecture; by default, all PerfectMind client databases are stored in a shared-tenancy environment and subject to our failover procedures.
- **Flexibility:** Cloud computing enables flexibility in employee work practices. If permission is granted (based on IP address restrictions or profile), users can access data from specified devices such as a home office, mobile device, etc. The only requirement is an internet connection and a web browser.

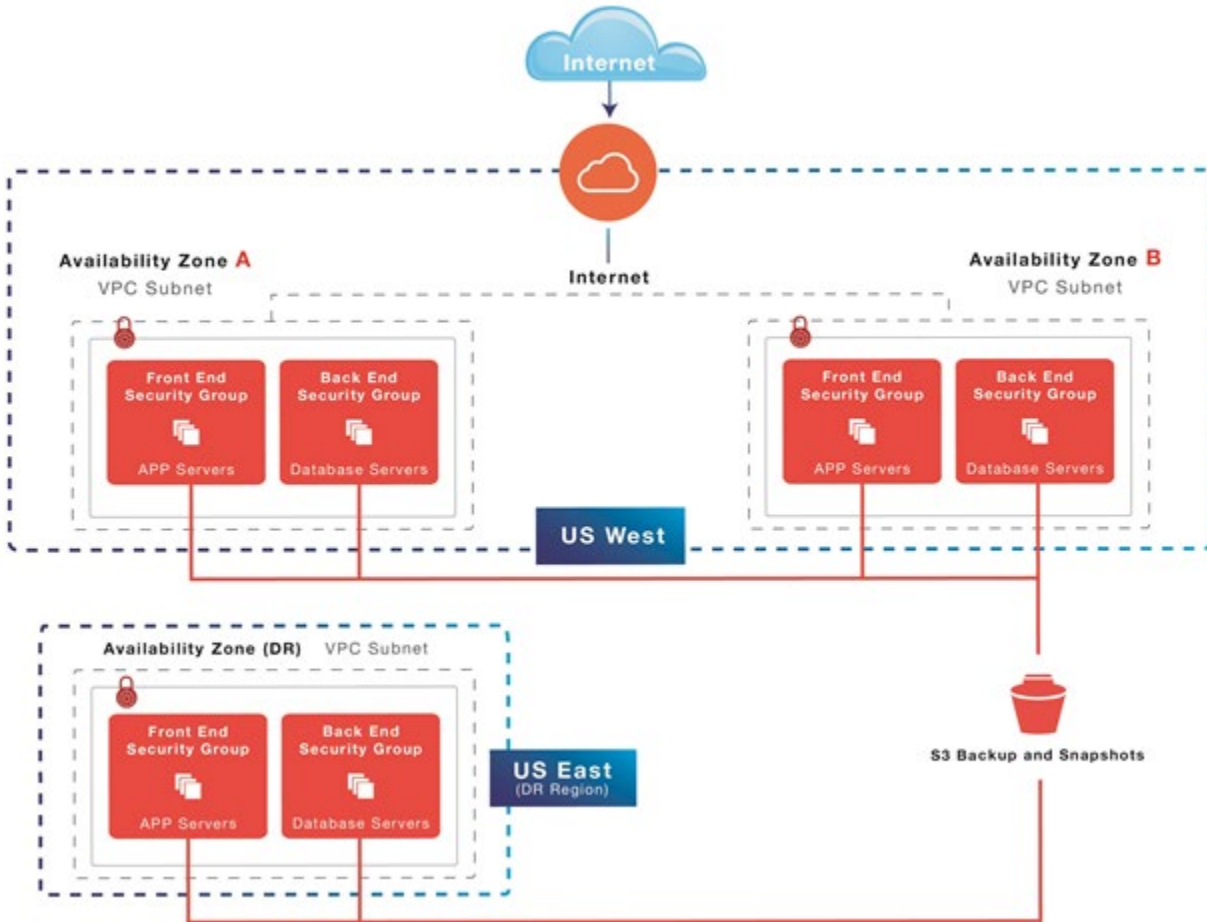
1.22 Hosting and Availability

PerfectMind is hosted on Amazon Web Services (AWS). Client information is housed in multiple data centers, geographically separated to maximize risk mitigation. AWS is designed to host mission-critical servers and computer systems, with fully redundant subsystems.

By utilizing AWS, troublesome infrastructure nuisances are removed along with many of the security issues that accompany them. AWS's world-class and highly secure data centers utilize state-of-the-art electronic surveillance and multi-factor access control systems. With fully staffed data centers and trained security guards, access is only authorized on a strict privileged basis. Environmental systems and processes

are designed and set in place to minimize the impact of disruptions to operations. Resiliency and accessibility is maintained due to the multiple geographic regions and availability zones providing solutions to failure modes, including natural disasters and/or system failures.

Data Center



Accessibility

Customer access points, also called API endpoints, allow secure HTTP access (HTTPS). This allows the user to establish secure communication sessions with your AWS services using TLS 1.2.

Availability

Availability is the ratio of time a system or component is functional to the total time it is required or expected to function. Below is PerfectMind's availability summarized and given as a percentage value.

Infrastructure SLA (AWS): 99.95%. This is standard for infrastructure providers.

Application SLA: 99.9%. This equates to 43 minutes of downtime per month (approximately eight hours per year).

Performance and Scalability

PerfectMind is a platform hosted in the cloud, which enables us to scale the City's operation and storage needs up or down quickly to suit the situation, allowing for flexibility as need and demand changes. PerfectMind is hosted on AWS and utilizes load-balancing services to elastically grow server resources as needed. This is done in real-time or planned in advance to ensure that no interruptions in service occur.

1.23 Business Continuity and Disaster Recovery

A strong business continuity plan is an important part of every organization, and as such PerfectMind comes with a complete disaster recovery plan. Below is an overview of PerfectMind's business continuity and disaster recovery plan that is upheld within the United States:

- PerfectMind's application and infrastructure is designed for high availability, and is hosted on Amazon Web Services (AWS). PerfectMind's platform infrastructure does not rely on legacy media such as tape drives to back up or store data.
- The PerfectMind primary and disaster recovery data centers are located in the regions of Oregon and Virginia, respectively.
- Each region has multiple, isolated locations known as Availability Zones (AZs). AZs consist of one or more discrete data centers, each with redundant power, networking and connectivity, housed in separate facilities. In the event of an outage or disaster at the primary AZ, the system will automatically failover to the secondary AZ. In the highly unlikely event of a catastrophic disaster within an entire region, system will failover to the secondary region.
- The infrastructure exists to replicate and synchronize data between the primary and disaster recovery data centers, is available in real-time, and uses synchronous replication within the primary data center between data centers with a latency of no more than 100ms.
- Client databases are backed up to the same storage every night and archived.
- PerfectMind provides weekly full backups with daily differential backups for all client databases. Additionally, all client databases have log shipping enabled at 15 minutes interval for point-in-time recovery (PITR) as part of the default policy.
- Under the standard policy, PerfectMind platform transaction logs are backed up every ten minutes to a highly available storage center which is then replicated between multiple data centers.
- In the event of a system failure, the previous night's backup will be restored followed by the most recent transaction logs.
- For payment processing, PerfectMind backs up transaction logs every ten minutes; therefore, in case of disaster, the maximum data loss on the billing service will be ten minutes.
- In the event of an outage, downtime could vary between a few minutes (most likely) to a few hours (in case of disaster which may take up to three hours).
- In conjunction with the standard disaster recovery policy, critical data such as billing information are protected by a dedicated database with a zero data loss policy.
- A custom backup and retention policy can be agreed upon during the contract negotiation phase.

1.24 Data Access and Security

Each PerfectMind client has its own fully encapsulated and dedicated database which is not visible to any other client. Databases are individually encrypted to ensure maximum security in a shared, hosted environment. Restrictions and controls, such as ITIL security management (based on the ISO 27001 standard) and ITSM change management are put in place to ensure server resources are available to all clients. These ensure all requirements for establishing, implementing, operating, monitoring, reviewing, maintaining and improving a documented security management system within the context of your organization's overall business risks are met. PerfectMind has also been validated as a Level-1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS) to protect financial information.

PerfectMind has established processes and procedures for access to client information and incident response. Servers, replicated and located in multiple Tier 4 data centers, are protected by firewalls and restrictive Access Control Lists (ACLs) and are scanned for vulnerability and penetration testing on a monthly and quarterly basis.

All access to encrypted client information, including SQL Database and Server access, is restricted to only those staff that need to access the data for troubleshooting and client service issues. This access list is reviewed regularly and staff are removed or added as appropriate.

Encryption

Encryption is one of the most effective data protection controls available today. Encryption is a primary data (and application) protection technique, and as such, PerfectMind clients have dedicated databases which are individually encrypted for protection. With state-of-the-art security, client data is encrypted during transmission and stored on Amazon datacenters. PerfectMind supports and recommends client access using the HTTPS protocol to ensure secure transmission. Financial information, passwords, and other sensitive information is encrypted in the system and saved as encoded information within the database. Access to encrypted secure data and encryption keys is limited to an elite group within the company which is continuously reviewed. This restrictive security measure provides the tightest controls over access to the encryption keys and encrypted data.

PerfectMind understands how important security measures are, and has monitors in place to catch unwanted access while taking every precaution to avoid security discrepancies. All communication is secured using TLS 1.2. All production servers are assessed and scanned on a monthly basis by a third-party company. Access and database logs are available for review, while tier-3 and development team members can help with tracking and securing any breach.

Data Ownership

The City of Ocala will retain ownership of all data, and can extract data from the database at any time.

1.25 Data Retention and Backup

Data is stored within a dedicated client database in a shared-tenancy environment. The City retains ownership of all data, and can extract data from the database at any time. PerfectMind does not delete or archive data unless a client specifically requests it.

PerfectMind provides weekly full backups with daily differential backups for all client databases. Data backups are individually verified and tested upon creation, and retained for 90 days as part of PerfectMind's default data retention policy. Data backups are individually encrypted and replicated across geo-redundant datacenters to ensure high availability and minimal data loss in the event of a site-wide failure at the primary datacenter. Data replication occurs at 15-minute intervals under the default data retention policy to ensure the maximum data loss never exceeds 15 minutes. PerfectMind verifies and tests all backups upon creation to ensure they are healthy and restorable. In the event of a system failure, the previous night's backup will be restored, followed by the most recent transaction logs. PerfectMind staff can also perform database restores on demand as necessary.

Data Retention Policy

Databases are maintained while a client is active and has a valid contract on file. Once a client leaves PerfectMind, their databases are marked as inactive, backed up, and retained for 90 days as part of the default retention policy. The retention period is open to negotiation during the contract phase and can be modified to fit the City's needs. PerfectMind provides clients with a copy of their data upon termination of the contract. At the end of the retention period, backup and recovery data is sanitized and destroyed following the NIST 800-88 standards.

1.26 User Profiles and Permissions

Permissions and user profiles are an integral part of the PerfectMind platform; these specify what tasks users can perform and what features different levels of users can access. PerfectMind does not limit the number or types of profiles or permissions the City can create. Security rights are at the sole discretion of the City's system administrators.

Profile and role-based permissions grant security rights to various functions of the PerfectMind platform. Each user profile (or role) can be granted View, Add, Edit, or Delete access to specific functions as required. During implementation, PerfectMind staff will create the user groups/profiles required by the City. Profiles and permissions can be modified at any time by system administrators.

Permission levels are defined within the profiles created within the PerfectMind platform. Lower levels of access (such as customers) do not have the platform visibility of users with higher levels of access (such as staff). Each profile can have its own defined page layouts and level of access. For example, a specific page layout could be created for "Front Desk" users, with a different layout for "Administrator" users.

The City can define what information is viewable by customers online. System administrators can add or delete fields available within the online customer account profile, and customers can be granted access to all or some of these fields at the City's discretion.

1.27 Workflows and Automations

As part of the implementation project, PerfectMind's project team looks for opportunities to create workflows that automate the client's business processes, reducing manual backend tasks and saving time for users. Workflows are triggered by specific pre-set events that occur within the system. When a workflow is triggered, it immediately performs an action according to the pre-set criteria. A workflow can be triggered by an external output, such as adding information from a web form, or by another workflow.

In addition to triggered workflows, Administrators can also create timed system workflows which do not require any external or workflow actions to be triggered. They run on an hourly or daily schedule, evaluate the specified objects and records by their criteria, and perform any necessary actions. Workflows can only be created and modified by Admin users with appropriate system permissions.

Some common examples of workflows include:

- Email a staff member when a contract or waiver is signed online by a customer
- Email a staff member when a spot opens up in a class with a waitlist
- Track expiry dates of staff certifications and email them when it is time to renew
- Update customer contact information when they register for a course

1.28 Audit Logs

Audit logs and trails are important for maintaining security relevant chronology records, which is why audit logs in PerfectMind are tracked for every record, allowing you to view which user made what changes and the time it occurred. In fact, sign in/out sheets are recorded and time-stamped for all activities across facilities and locations. These audit logs are kept and never deleted.

Audit for database tables in PerfectMind can selectively be switched on while some system-level tables have it on by default. The audit trail is kept as records in the database and is archived and available even when data is removed. All tables in PerfectMind have views that can show the records and for each record with audit enabled, there is a history page that shows the content at each step with the ability to only see the difference. System logs are also kept on servers that collect any exceptional behavior and can be referred to in the event of an issue.

PerfectMind offers a complete audit log that tracks all changes within the system for clients, activities, and facilities which keeps record of the person that made the change as well as all details of the change such as time and date. Data can be exported in CSV format. Audit trails are saved in XML. All other data is stored and accessible in JSON through the RESTful API or in their native format through the regular API.

1.29 PCI Compliance

The Payment Card Industry Data Security Standard (PCI DSS) is a set of requirements developed by the Payment Card Industry Security Standards Council (PCI SSC) to ensure that companies that store, process, or transmit credit card information maintain a secure environment.

PerfectMind is PCI-DSS V3.2 Level 1 compliant, and all new features affiliated with financial data are developed to ensure this compliancy is preserved and maintained. As a Level-1 PCI compliant service provider, PerfectMind undergoes rigorous annual on-site assessments as well as quarterly vulnerability scans by ControlScan, a PCI SSC Approved Scanning Vendor, to ensure security is upheld.

The following table provides a high-level overview of the twelve PCI DSS requirements that companies must meet to be PCI compliant:

| | |
|--|---|
| Build and Maintain a Secure Network and Systems | 1. Install and maintain a firewall configuration to protect cardholder data |
| | 2. Do not use vendor-supplied defaults for system passwords and other security parameters |
| Protect Cardholder Data | 3. Protect stored cardholder data |
| | 4. Encrypt transmission of cardholder data across open, public networks |
| Maintain a Vulnerability Management Program | 5. Protect all systems against malware and regularly update anti-virus software or programs |
| | 6. Develop and maintain secure systems and applications |
| Implement Strong Access Control Measures | 7. Restrict access to cardholder data by business need to know |
| | 8. Identify and authenticate access to system components |
| | 9. Restrict physical access to cardholder data |
| Regularly Monitor and Test Networks | 10. Track and monitor all access to network resources and cardholder data |
| | 11. Regularly test security systems and processes |
| Maintain an Information Security Policy | 12. Maintain a policy that addresses information security for all personnel |

1.30 API Integration

PerfectMind has an open application program interface (API) allowing for easily adaptable integration with external applications supporting fluid, user-friendly interconnectivity and collaboration across platforms. Options for integrating PerfectMind's platform with your third-party solution are outlined below.

Option 1 – Export/Import: PerfectMind supports the export of records from any object within the database. The City will have the ability to export all invoice records, or selected records with criteria (if needed), and import into your solution. Scheduled data drops can be automatically uploaded into your third-party software using FTP functionality, or the City can perform a manual export/import using CSV files.

Option 2 – API integration: PerfectMind will enable access to client data from other systems through API integration. The frequency of data interchange and level of detail are determined by the City. PerfectMind will meet with the City to determine the scope of integration and what items within PerfectMind will need to automatically import into your solution. The Product Managers will estimate the amount of time and additional cost needed to integrate the two products.

System Integrations and Interfaces Development

Required development and/or customizations to meet interface requirements will be assessed. PerfectMind provides standard APIs that provide access to data within our database. Standard data connections can also be used to access data. Many of the features of the system can be embedded in other web pages using iframes. All other data is stored and accessible in JSON through the RESTful API or in their native format through the regular API.

1.31 GIS Integration

PerfectMind fully supports ESRI ArcGIS 10.2 or higher as long as the server is deployed fully or partially in the cloud. GIS services are used to identify zip codes, postal codes, or cities that qualify your members for local residency. This enables the City to set up one fee for members who live close to your organization (residents) and another for those whose residence is farther away (non-residents). Residency can then be set automatically for each member based on their address; this can be manually overridden with appropriate permissions. If your organization includes more than one location, the City can set global residency for all locations, or separate residency settings for each location.

1.32 Supported Software

PerfectMind is fully functional across all operating systems (iOS, Android, and Windows), allowing for full operation on all platforms and devices (mobile, tablet, PC, and MAC). The only requirement is a web browser and an internet connection with a minimum bandwidth of 2 MB. PerfectMind recommends a bandwidth of 5 MB or over for an optimal online experience. We support most modern browsers including Chrome, Firefox, Safari, and Internet Explorer.

1.33 Compatible Hardware

As a cloud-based Software as a Service solution, PerfectMind can be used in conjunction with most USB hardware. Details on the types of ancillary hardware that are compatible with the PerfectMind system are included below.

| Hardware Type | Compatibility Requirement |
|-------------------------------|---|
| Barcode Scanners | <ul style="list-style-type: none"> • USB recommended • Serial possible with configuration • Virtual Serial Com Port or Keyboard Emulation |
| Receipt Printers | <ul style="list-style-type: none"> • USB recommended • Parallel/Ethernet possible with configuration |
| Photo ID Card Printers | <ul style="list-style-type: none"> • USB recommended • Ethernet possible with configuration and manufacturer's network card but may degrade image quality |
| Cash Drawer | <ul style="list-style-type: none"> • RJ45 connection required for automatic drawer opening after receipt is printed • Can also be opened manually using key |
| Webcam | <ul style="list-style-type: none"> • USB |
| Laser Printer | <ul style="list-style-type: none"> • USB recommended • Parallel/Ethernet possible with configuration but may degrade image quality |
| Credit Card Swiper | <ul style="list-style-type: none"> • USB (non-encrypted or encrypted) |

| | |
|-------------------|--|
| Pin Pads | <ul style="list-style-type: none">• Ethernet required in Canada, USB required in the United States• If the pin pad was used previously, payment partner must be contacted to reconfigure for use with PerfectMind |
| Gatekicker | <ul style="list-style-type: none">• USB recommended, Serial possible with configuration |

2 Implementation and Training

2.1 Project Management

PerfectMind will be responsible for project coordination and support throughout the implementation process. A dedicated Implementation Consultant will be assigned to the City's project who will be responsible for:

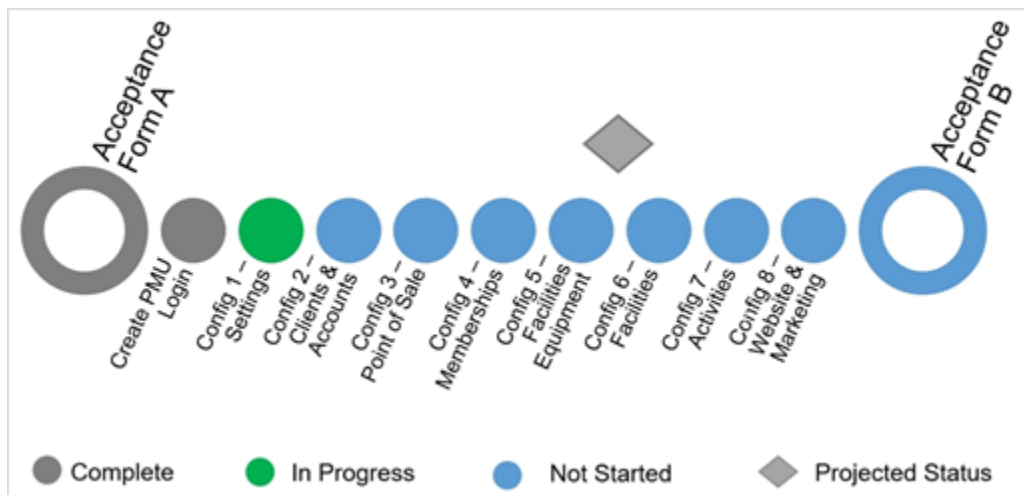
- Adherence to project scope
- Project communication
- Issue management and tracking
- Management of ongoing technical questions and follow up actions
- Status reports
- Recurring project calls to provide ongoing project support
- Deliverable acceptance and sign-off

In addition to the Implementation Consultant, PerfectMind will assign appropriate staff to complete project deliverables including, testing, administration, and ongoing support during recurring project meetings.

Project Communication and Tracking

Recurring project calls between PerfectMind's Implementation Consultant and the City's point of contact will be scheduled during Phase 1 of the project. The Implementation Consultant will share a project tracker with the City that includes key milestones, project status (actual vs. projected) and action items. These meetings provide the City with a chance to ask questions and discuss any issues they may encounter during implementation. 15 hours of calls are included with your Smart implementation package; more hours can be added for an additional cost.

Sample Project Tracker Status



2.2 Implementation Plan

PerfectMind's Smart Implementation project is an off-the-shelf guided implementation where clients complete the majority of the project tasks under the guidance of their assigned Implementation Consultant. This allows us to provide smaller organizations with our robust enterprise software for a greatly reduced price. This approach also provides the City with the flexibility to fit the implementation project into your busy schedule, whenever it is most convenient for you.

The Smart Implementation model is client-driven, so the actual project duration will vary based on the time it takes the City to complete each project phase. The project is designed for clients to go live in 3 months, however, it is possible for clients who invest the necessary time and resources in the project to be up and running with PerfectMind's solution in as little as 30 days.

Your dedicated Implementation Consultant will assist in keeping the project on track by sharing a project tracker at each recurring project meeting. Each project phase must be accepted and signed off before moving to the next phase to ensure the project is progressing to the City's satisfaction.

| Sample Timeline for Smart Implementation – 13 Weeks | | | | | |
|---|---------|--------|-----------|-------------|---------|
| | # Weeks | Week 1 | Weeks 2-9 | Weeks 10-12 | Week 13 |
| Recurring Project Calls | | | | | |
| Phase 1: Project Kickoff | 1 | | | | |
| Phase 2: Client Configuration | 8 | | | | |
| Phase 3: Go-Live Readiness | 3 | | | | |
| Phase 4: Go-Live | 1 | | | | |

Phase 1: Project Kickoff / Discovery

At the beginning of the project, PerfectMind will send a Welcome email to the City which introduces your designated Implementation Consultant and provides a brief overview of the project. The City's point of contact will complete a Discovery Survey which includes information on desired times for weekly calls, project team and goals, and payment processing, and required integrations. The Implementation Consultant will then schedule the recurring calls, provide access to the PerfectMind Smart Implementation video series, and send a database login for the PerfectMind system.

Phase 2: Client Configuration

The Client Configuration phase is where the bulk of the implementation work will take place. The City will work through eight guided video-based modules using our learning environment, PerfectMind University,

with your Implementation Consultant providing assistance during each scheduled check-in meeting. Each module builds upon the last to ensure the system is properly configured.

Phase 3: Go-Live Readiness

The Go-Live readiness phase is focused on testing the configured system and training City staff on the PerfectMind platform. The City will perform Power User Training, End User Training, User Acceptance Testing (UAT), and hardware verification using resources provided by PerfectMind. Once UAT is complete, the Implementation Consultant will perform Quality Assurance tests to ensure the platform and associated hardware have been correctly configured.

Phase 4: Go-Live

Once training and testing are complete, the project will be ready to launch. The call(s) prior to Go-Live will be focused on preparing for Go-Live, which will be fully conducted by the City. We recommend at least one recurring call to be scheduled after Go-Live to ensure a successful launch and resolve any issues that occurred during Go-Live. PerfectMind's Support Team is available 2/4/365 if any urgent issues arise during Go-Live; non-urgent issues will be addressed in the next recurring call.

2.3 Training

Power User training and End-User training will occur during the Go-Live Readiness phase of implementation. PerfectMind has developed a "train the trainer" plan for the City to fully prepare system administrators to support the system.

The City's administrators and trainers will be provided with a full curriculum of training media to become proficient with PerfectMind's software. This builds a pool of skilled City instructors who will then conduct their own End-User training sessions for front-line staff. City trainers will also have access to downloadable training materials to use during End-User training sessions.

The training plan will include:

- In-depth understanding of system functionalities, including:
 - Workflow Development
 - Report Development
 - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training content on system modules
- Troubleshooting

2.4 Testing

Upon completion of the Configuration phase, the City will perform User Acceptance Testing (UAT). PerfectMind will provide a UAT checklist and a video outlining how to perform UAT. If any issues arise during testing, the designated City point of contact will report these to PerfectMind immediately for

correction. PerfectMind will provide a plan to achieve acceptance or to make corrections or replacements based on the reported issue.

Once UAT is complete and hardware activation is complete, PerfectMind's Implementation Consultant will perform a comprehensive Quality Assurance (QA) check to ensure the system is ready for a successful Go-Live.

3 Pricing

3.1 Standard Pricing Terms

Unlike “transaction-based” pricing models, which come at a significantly higher cost with every transaction, PerfectMind’s tiered pricing is simple and affordable. Our “usage-based” pricing is built based on the usage of the system by your organization. Usage is calculated by using your initial estimated annual revenue; this way we ensure to provide you with the most competitive and fair pricing model.

Standard Annual Fee

Your annual fee will remain the same for the duration of your contract, even in the event your revenue increases. PerfectMind’s standard subscription includes feature updates and 24/7/365 support for no additional cost.

PerfectMind’s provided pricing is based on the revenue figures provided by the City of Ocala in their RFP. PerfectMind reserves the right to modify the subscription pricing should the revenue be discovered to be higher than the reported amount of \$xx.

Users

PerfectMind is a profile-based platform as a service (PaaS) solution that can accommodate thousands of users (e.g. full-time, part-time employees) all logged in simultaneously. Your licensing will include an unlimited number of users allowing all your staff, instructors, coaches, and volunteers to fully utilize the system with no additional cost.

Group Discount Pricing

PerfectMind employs a Group Pricing Discount Program in the event other organizations are interested in obtaining and utilizing PerfectMind’s software. A group discount will be processed if we receive the referral, along with a letter of intent from the interested parties within one hundred and twenty days of signing the contract from the initial organization. Beneficial and helpful, PerfectMind wants to support your community and others with our group pricing discount option.

Project Payments

Payments are based on project milestones and deliverables. Once milestones are successfully reached and signed-off, payments are due as agreed upon in the payment schedule. Payment schedules are developed during contract negotiations.

3.2 Pricing

Professional Services Pricing

PerfectMind's implementation is completed as a fixed-cost project. If additional features are requested or if project scope changes, our hourly rates for professional services are:

| Role | Hourly Rate |
|---------------------------|-------------|
| Professional Services | \$150 |
| Project Management | \$150 |
| Programmer/Analyst | \$250 |
| Technical Support Analyst | \$150 |
| Training (Post Go-Live) | \$150 |




On-site Services Pricing

By default, PerfectMind's Smart Implementation project is completed remotely. If the City would like to have PerfectMind staff on-site, the travel cost for on-site services is \$550/day plus airfare.

3.3 Recommended Hardware

As a cloud-based solution, PerfectMind has no required hardware. However, if the City is looking to purchase hardware for its operations, PerfectMind's recommendations are provided in the following table.

| Hardware | Description | Price |
|---|---|-------|
| USB/1D Scanner  | Hyperion 1300g Featuring an ideal balance of performance, durability and ergonomics, the Hyperion 1300g is the ideal choice for customers who value aggressive scan performance and durability in a general duty handheld linear scanner. Fast intuitive bar code reading out to 18 inches (457mm), and high-density bar code reading are both enabled in a single device, eliminating the need to purchase specialty scanners. | \$375 |
| Wireless/ Bluetooth / 1D Scanner  | Honeywell Voyager 1202g Honeywell's Voyager 1202g single-line laser scanner incorporates the freedom of Bluetooth wireless technology and offers a field-replaceable battery that can be quickly and easily exchanged. Built on the platform of the corded Voyager 1200g, the 1202g is optimized for scanning linear bar codes, including poorly printed and damaged codes. | \$625 |
| USB/2D Scanner  | Honeywell Xenon 1900 The Xenon 1900 delivers superior bar code scanning and digital image capture with a custom sensor, enabling extended depth of field, faster reading, and improved scanning performance on poor quality bar codes. The Xenon 1900 decodes virtually all bar codes with ease, including bar codes on mobile devices. | \$875 |
| Credit Card Swiper  | MiniMag Duo The MiniMag Duo offers one of the smallest form factors for the industry. It reads 3 tracks of magnetic stripe card data regardless of swiping direction and over a large speed range. Two magnetic heads provide the most convenience to the user and ensures the data is captured on every swipe. | \$150 |

| | | |
|---|--|------------|
| Receipt Printer | Pioneer STEP-5e | |
|  | The STEP-5e offers an outstanding value and speed, printing up to 300mm/second. The printer has an autocutter life of 3 million cuts to meet high-volume printing needs. The STEP-5e's USB or Ethernet port allows fast data transfer, while mPOS printing can be achieved through WiFi or Bluetooth. | \$375 |
| Card Printer | Zebra ZXP Series 3 | |
|  | The ZXP Series 3 offers vivid, high quality full color and monochrome card printing. The card printer can meet the needs of a variety of applications, including ID and access control cards, as well as personalized gift, membership, and loyalty cards. | \$3,125 |
| Cash Drawer | APG Series 4000 | |
|  | Exceeding customer and industry expectations, the APG Series 4000 is the ultimate heavy-duty cash drawer. Industrial grade steel ball bearing slides ensure effortless performance and durability. A robust latch mechanism and a proven four-function lock assembly offer several levels of security. The APG Series 4000 offers flexible storage space along with various sizing, color and customization options. | \$300 |
| Ticket Printer | STIMA CLS | |
|  | The STIMA CLS thermal ticket printer is fast, up to 250mm/sec. It can handle paper thickness up to 350 g/m2. The cutter is designed to withstand 2 million cuts during its lifetime. The printer is 200dpi and 300dpi compliant. The STIMA CLS ticket printer is supplied with USB, serial and Ethernet ports as standard. | Contact us |
| Hardware Bundle | USB/1D Scanner, Credit Card Swiper, Receipt Printer, Cash Drawer | \$880 |

Questionnaire

Have all policies been assigned to an owner responsible for review and approve periodically?

Comment

Yes. As such, we are working with an independent auditor to provide us with revised policies and procedures which we must adhere to. This will be in addition to the 3rd party testing done by Ernst and Young on our Infrastructure provider, Amazon Web Services.

Is there a set of information security policies that have been approved by management, published, and communicated to constituents?

Yes. PerfectMind follows PCI, ITIL and NIST guidelines in our overall approach to Security Business Policy. All new staff undergo security training and knowledge of best practice.

Have all information security policies and standards been reviewed in the last 12 months?

Yes. PerfectMind's IT team constantly reviews and updates the policy as required. If the IT security program is updated, all staff members are informed.

Do all projects involving Scoped Systems and Data go through some form of information security assessment?

Yes. PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs.

Is Information classified according to legal or regulatory requirements, business value, and sensitivity to unauthorized disclosure or modification?

Yes

Does the policy or procedure for information handling include encryption requirements?

Yes. PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs.

Does the policy or procedure for information handling include electronic transmission security requirements including email, web, and file transfer services?

Yes. All data transmissions are secured and encrypted in and out of this data centre.

Is there a policy or procedure for information handling (storing, processing, and communicating) consistent with its classification that has been approved by management, communicated to appropriate constituents, and assigned an owner to

Yes

maintain and periodically review?

Is all Scoped Data sent or received electronically encrypted in transit while outside the network?

Yes. Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using 256-bit SSL encryption. All HTTPS links are secured using the SHA256 hash algorithm.

Does Scoped Data sent or received electronically include protection against malicious code by network virus inspection or virus scan at the endpoint?

Yes.

Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacenters using the SHA256 hashing algorithm.

Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using 256-bit SSL encryption. All HTTPS links are secured using the SHA256 hash algorithm. Network traffic is monitored to protect against malicious activities and block intrusions, and the traffic between the application and platform system is encrypted. PerfectMind's infrastructure is protected by multiple layers of security such as AWS Shield, AlertLogic, and AWS GuardDuty. AWS Shield is a managed service that provides protection against the most common and frequently occurring Infrastructure layer attacks (layer 3 and 4) such as UDP floods, state exhaustion attacks such as TCP SYN floods, and reflection attacks. AlertLogic ThreatManager protects the infrastructure and application by combining an intrusion detection system with vulnerability management. AWS GuardDuty is a managed threat detection service that continuously monitors for malicious or unauthorized behavior. Detections are made more accurate by incorporating threat intelligence such as lists of known malicious IP addresses provided by AWS Security and third-party threat intelligence partners. It also uses machine learning to detect anomalous account and network activities.

Are Information security requirements specified and implemented when new systems are introduced, upgraded, or enhanced?

Yes

Are new, upgraded, or enhanced systems required to include a determination of security requirements based on the sensitivity of the data?

Yes

Is access to applications, operating systems, databases, and network devices provisioned according to the principle of least privilege?

Yes

Is there segregation of duties for granting access and approving access to Scoped Systems and Data?

Yes

| | |
|--|--|
| Are unique IDs required for authentication to applications, operating systems, databases, and network devices? | Yes |
| Is there segregation of duties for approving and implementing access requests for Scoped Systems and Data? | Yes |
| Is there a set of rules governing the way IDs are created and assigned? | Yes |
| Does the password policy require a minimum password length of at least eight characters? | <p>Yes. Internal passwords follow strict protocols and are required to be changed every three months. The rules we have in place are:</p> <p>Minimum password Length (6-16)</p> <p>Password Expiry (90 days)</p> <ul style="list-style-type: none">• Password complexity (allows you to choose if you want “Lowercase Letter, Uppercase Letter, Number and Punctuation mark” in the passwords) <p>Enable Password History (means user can’t use any of last 5 passwords that they have already used)</p> <p>Maximum number of Invalid Login attempts to lock the account</p> |

| | |
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| Does the password policy define specific length and complexity requirements for passwords? | <p>Yes. The rules we have in place are:</p> <p>Minimum password Length (6-16)</p> <p>Password Expiry (90 days)</p> <p>Password complexity (allows you to choose if you want "Lowercase Letter, Uppercase Letter, Number and Punctuation mark" in the passwords)</p> <p>Enable Password History (means user can't use any of last 5 passwords that they have already used)</p> <p>Maximum number of Invalid Login attempts to lock the account</p> |
| Is there a password policy for systems that transmit, process, or store Scoped Systems and Data that has been approved by management, communicated to constituents, and enforced on all platforms and network devices? If no, please explain in the 'Additional Information' field. | Yes and provided in additional questions outlined. |
| Are complex passwords (mix of upper-case letters, lower case letters, numbers, and special characters) required on systems transmitting, processing, or storing Scoped Data? | <p>Yes. Passwords follow strict protocols and are required to be changed every three months. The rules we have in place are:</p> <p>Minimum password Length (6-16)</p> <p>Password Expiry (30 days, 60 days, 90 days, 1 year, Never)</p> <p>- Password complexity (allows you to require Lowercase Letter, Uppercase Letter, Number, and/or Punctuation Mark in passwords)</p> <p>Enable Password History (e.g. user can't use any of their previous 5 passwords)</p> <p>Enable Security question</p> <p>Allows Maximum number of Invalid Login attempts to lock the account (3,5,10)</p> <p>Allows you define the lock period for 15, 30, or 60 minutes</p> <p>Allows to define session timeout</p> |
| Is access to systems that store, or process scoped data limited? | Yes |
| Does the password policy require initial and temporary passwords to be changed upon next login? | Yes, Passwords follow strict protocols. |
| Does the password policy prohibit keeping an unencrypted record of passwords (paper, software file or handheld device)? | Yes |
| Does the password policy prohibit including unencrypted passwords in automated logon processes (e.g., stored in a macro or function key)? | Yes |
| Does the password policy require passwords to be encrypted in transit? | Yes. Information and passwords are encrypted. |

| | |
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| Does the password policy require passwords to be encrypted or hashed in storage? | Yes. PerfectMind utilizes TLS 1.2 certificates with the SHA256 signature hash algorithm, and passwords are stored in the database using the Triple-DES algorithm. |
| Does system policy require logoff from terminals, PC, Yes or servers when the session is finished? | |
| Are outside development resources utilized? | PerfectMind owns the code and the intellectual property (IP) and access to IP is restricted to those with a proper access level (e.g. platform level, application level, database level, user interface, etc.). |
| Is data input into applications validated? | PerfectMind's platform follows many best practices in database and application design making use of primary and foreign key constraints, controlled null values, referential integrity schemes and the like. In the rare cases of data discrepancy, we have monitor agents (services that run continuously and check the data integrity) around the more critical aspects of the system including billing, GL, etc. that catch issues which will be promptly dealt with through data and/or code fixes as necessary. |

| | |
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| Are web applications configured to follow best practices or security guidelines (e.g., OWASP)? | <p>All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third- party tools and vendors to ensure security is upheld.</p> <p>Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using TLS 1.2 encryption. All HTTPS links are secured using the SHA256 hash algorithm.</p> |
| Is HTTPS enabled for all web pages? | <p>Yes. PerfectMind uses booking widgets, which are embedded in the existing websites. These widgets can have custom CSS to adopt the look and feel of your existing website; this provides customers with a seamless browsing experience. Different widgets can be created for different pages and purposes, including programs, courses, or facilities offered by the Widgets can be used as either iFrames or HTML links and include settings to display or hide different information.</p> |
| Are available high-risk web server software security patches applied and verified at least monthly? | Yes and done on a monthly basis. |
| Are Web Server and application logs relevant to supporting incident investigation protected against modification, deletion, and/or inappropriate access? | Yes |
| Is there an established incident management program that has been approved by management, communicated to appropriate constituents and an owner to maintain, and review the program? | Yes |
| Is there a formal Incident Response Plan? | Yes. PerfectMind's incident response plan provides an action plan for a variety of scenarios. |
| Are events on Scoped Systems or systems containing Scoped Data relevant to supporting incident investigation regularly reviewed using a specific methodology to uncover potential incidents? | Yes |

Does regular security monitoring include malware activity alerts such as uncleaned infections and suspicious activity?

All layers of the solution are monitored, protected and secured using industry standard tools and procedures including PCI level 1. All servers are monitored on a 24x7x365 basis using multiple monitoring systems and metrics are reviewed and tuned by DevOps team. The system undergoes monthly, quarterly and annual audit and scans by in-house and third-party tools and vendors. A diagram which outlines various layers of the architecture and how they're monitored is provided in Section 5.3 Security and Monitoring. Some tools utilized for security control include:

- AWS Shield, a managed service that provides protection against the most common and frequently occurring Infrastructure layer attacks (layer 3 and 4) like UDP floods, State exhaustion attacks like TCP SYN floods and Reflection attacks.
- AWS GuardDuty, a managed threat detection service that continuously monitors for malicious or unauthorized behavior. Detections are made more accurate by incorporating threat intelligence (such as lists of known malicious IP addresses provided by AWS Security and 3rd party threat intelligence partners). It also uses machine learning to detect anomalous account and network activities.
- AlertLogic Threat Manager is an Intrusion Detection system-as-a-service and Vulnerability Management solution protects the infrastructure and application by combining IDS with vulnerability management.

Are there security and hardening standards for network devices, including Firewalls, Switches, Routers and Wireless Access Points (baseline configuration, patching, passwords, Access control)?

Yes. PerfectMind's database servers are confined within a private network and the front-end servers are protected using physical and virtual firewall appliances, network ACLs, intrusion detection and prevention, and Distributed Denial-of-Service (DDoS). PerfectMind's platform utilizes standard browser configurations with no requirement to open specific ports. Frontend servers are members of security groups with sets of firewall rules to only pass-through allowed and whitelisted traffic.

Yes

Are all network device administrative interfaces configured to require authentication and encryption?

Are default passwords changed or disabled prior to placing network devices into production?

Yes

Is there sufficient detail contained in network device logs to support incident investigation?

All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third-party tools and vendors to ensure security is upheld.

Are all available high-risk security patches applied and verified on network devices?

Servers are updated monthly for minor releases and quarterly for major releases. In the event of a discovery of a major security risk or vulnerability, an emergency maintenance window will be scheduled during non-business hours and customers will be notified in advance through email and a popup within the software. All releases are provided in Beta to all customers for training and testing purposes before being pushed to production servers. Full training and help files are provided when new features are released to Beta.

Are network technologies used to isolate critical and sensitive systems into network segments separate from

Each client has their own dedicated database, which is encrypted. The front-end server would

those with less sensitive systems?

establish secure and encrypted connection to that specific database which eliminates the need to

implement network separation.

Is every connection to an external network (e.g., The Internet, partner networks) terminated at a firewall?

Yes. PerfectMind's database servers are confined within a private network and the front-end servers are protected using physical and virtual firewall appliances, network ACLs, intrusion detection and prevention, and Distributed Denial-of-Service (DDoS). PerfectMind's platform utilizes standard browser configurations with no requirement to open specific ports. Frontend servers are members of security groups with sets of firewall rules to only pass-through allowed and whitelisted traffic.

o network devices deny all access by default?

Yes

Do the firewalls have any rules that permit 'any' network, sub network, host, protocol, or port on any of the firewalls (internal or external)?

PerfectMind's database servers are confined within a private network and the front-end servers are protected using physical and virtual firewall appliances, network ACLs, intrusion detection and prevention, and Distributed Denial-of-Service (DDoS). PerfectMind's platform utilizes standard browser configurations with no requirement to open specific ports. Frontend servers are members of security groups with sets of firewall rules to only pass-through allowed and whitelisted traffic.

Are encrypted communications required for all remote network connections from external networks to networks containing Scoped Systems and Data?

Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacenters using the SHA256 hashing algorithm.

Client data is encrypted during transmission and stored on Amazon AWS datacenters. Data is encrypted using 256-bit SSL encryption. All HTTPS links are secured using the SHA256 hash algorithm. Network traffic is monitored to protect against malicious activities and block intrusions, and the traffic between the application and platform system is encrypted. PerfectMind's infrastructure is protected by multiple layers of security such as AWS Shield, AlertLogic, and AWS GuardDuty. AWS Shield is a managed service that provides protection against the most common and frequently occurring Infrastructure layer attacks (layer 3 and 4) such as UDP floods, state exhaustion attacks such as TCP SYN floods, and reflection attacks. AlertLogic ThreatManager protects the infrastructure and application by combining an intrusion detection system with vulnerability management. AWS GuardDuty is a managed threat detection service that continuously monitors for malicious or unauthorized behavior. Detections are made more accurate by incorporating threat intelligence such as lists of known malicious IP addresses provided by AWS Security and third-party threat intelligence partners. It also uses machine learning to detect anomalous account and network activities.

Is remote administration of organizational assets approved, logged, and performed in a manner that prevents unauthorized access? Yes

Are encrypted communications required for all remote system access?

Yes. Data is encrypted using TLS 1.2 encryption. All HTTPS links are secured using the SHA256 hash algorithm. Also, PerfectMind is a web-based solution.

Are Network Intrusion Detection capabilities employed?

Yes. Network traffic is monitored to protect against malicious activities and block intrusions, and the traffic between the application and platform system is encrypted.

Is Scoped Data sent or received electronically?

Yes

Are applications used to transmit, process, or store Scoped Data? Yes.

| | |
|---|---|
| Are controls validated by independent, third party auditors or information security professionals? | All layers of the solution are monitored, protected and secured using industry standard tools and procedures. All servers are monitored on a 24x7x365 basis using multiple monitoring systems, and metrics are reviewed and tuned by the Development team. The system undergoes monthly, quarterly, and annual audits and scans by in-house and third-party tools and vendors. |
| Is there a policy that defines network security requirements that is approved by management, communicated to Constituents, and has an owner to maintain and review? | All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third- party tools and vendors to ensure security is upheld. |
| Is there a DMZ environment within the network that transmits, processes, or stores Scoped Systems and Data? | The solution is hosted on a shared tenancy infrastructure where each client database is completely isolated. If necessary, a dedicated environment can be provisioned for clients who wish to have more control over their application (for additional cost). No |
| Is there collection of, access to, processing of, or retention of any client scoped Data that includes any classification of non-public personal information or personal data of individuals? | |

Is client scoped data collected, accessed, transmitted, processed, or retained that can be classified under U.S. State Privacy Regulations? (e.g., CA, MA, NY, NV, WA, CO)

PerfectMind is a validated service provider under DSS(Data Security Standard) and PCI (Payment Card Industry) compliant. Our data centre is SOC2/3 certified.

PerfectMind adheres to the principles of Access to Information and Protection of Privacy.

All infrastructure and underlying storage used by PerfectMind is encrypted, and files are securely deleted using NIST 800-88 standard method in accordance with industry best practices. The physical security of data is governed to the highest standards by the hosting provider, AWS.

PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs.

Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacentres using the SHA256 hashing algorithm. Data is encrypted using 256-bit SSL encryption, client data is encrypted during transmission, and all HTTPS links are secured using the SHA256 hash algorithm. The data contained within the City's specific database is encrypted with a unique encryption key visible only to authorized and authenticated users. At no time will data be visible to other users of the platform. PerfectMind will not access or share client data without explicit written approval from an authorised user. Data is provided to the City upon termination of the contract. After 90 days of decommission, data is destroyed using industry standards and a certificate of destruction is provided to the customer. Data will be sanitized and destroyed as according to the NIST 800-88 standards.

Debit/Credit Card information is not stored in PerfectMind, in accordance with PCI standards.

Instead, card data is tokenized and forwarded to the payment processor for payment. PerfectMind only stores the last 4 digits of the card number for verification purposes, which are stored indefinitely.

PerfectMind allows users to opt in or opt out of emails and other marketing notifications.

Is client scoped data collected, accessed, transmitted, processed, or retained that can be classified as European Union covered Personal Data, or Sensitive Personal Data (e.g., genetic data, biometric data, health data)?

No

Is Client scoped data collected, transmitted, processed, or retained that can be classified as Personal Information as defined by Canadian Personal Information Protection and a Privacy Impact Assessment document for other Electronic Documents Act (PIPEDA) or Canadian Provincial Privacy Regulations

Yes. PerfectMind is FOIP and MFIPPA compliant. We have assisted in the completion of clients based on our solution and our implementation within the municipality's environment

Are there contractual obligations and procedures defined to address breach notification to the client including maintenance of record-keeping obligations of all breaches?

Yes. PerfectMind's incident response plan provides an action plan for a variety of scenarios. PerfectMind will contact the customer via phone and email within one business hour of breach being detected.

Is documentation of data flows and/or data inventories maintained for client scoped privacy data based on data or asset classification?

Yes

Is there a designated organizational structure or function responsible for data privacy or data protection as it relates to client-scoped privacy data?

Are regular privacy impact risk assessments conducted? If yes, please provide frequency and scope in 'Additional Information' field.

PerfectMind is FOIP and MFIPPA compliant. We have assisted in the completion of a Privacy Impact Assessment document for other clients based on our solution and our implementation within the municipality's environment. PerfectMind can assist the City in the completion of a Privacy Impact Assessment upon contract award, if required.

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| Does the organization have or maintain internet-facing websites(s), mobile applications, or other digital services or applications that, collect, use, or retain client- scoped private data and are used directly by individuals? | No |
| Is personal data collected directly from an individual on behalf of the client? | This depends on if the registration, booking or creation of the customer profile is completed online, in- person or over the phone. |
| Are there documented privacy policies and procedures that address choice and consent based on the statutory, regulatory, or contractual obligations to provide privacy protection for client-scoped privacy data? | Our Privacy Policy is in the footer of our website (www.perfectmind.com) and can be shown on all PerfectMind pages through a simple setting. |
| For client-scoped Data, is personal data provided to the organization directly by the client? | Yes |
| Are there documented policies and operating procedures regarding limiting the personal data collected and its use to the minimum necessary? | PerfectMind stores client data within client specific databases on an industry standard secured data centre. All data transmissions are secured and encrypted in and out of this data centre. |
| Is there a documented data protection program with administrative, technical, and physical and environmental safeguards for the protection of client-scoped Data? | PerfectMind stores client data within client specific databases on an industry standard secured datacentre. All data transmissions are secured and encrypted in and out of this datacenter. |
| Do fourth parties, (e.g., subcontractors, sub-processors, sub-service organizations) have access to or process client scoped data? | No |
| Are there controls in place to ensure that the collection and usage of client scoped data or personal information used or processed by the organization is limited and in compliance with applicable law? | Yes |
| Is there a documented records retention policy and process with defined schedules that ensure that Personal Information is retained for no longer than necessary? | PerfectMind and the customer will determine how long data is retained during contract negotiations or implementation. Most municipalities choose a 7 year retention period, however, a specific retention schedule can be agreed upon to meet the customers retention policies. |
| Are policies and procedures in place to address third party privacy obligations including limitations on disclosure and use of client scoped data? | Yes |

| | |
|--|--|
| Is there a data privacy or data protection function that maintains enforcement and monitoring procedures to address compliance for its privacy obligations for client-scoped privacy data? | Yes. Our Privacy Policy is in the footer of our website (www.perfectmind.com) and can be shown on all PerfectMind pages through a simple setting |
| Are there policies and processes in place to address privacy inquiries, complaints, and disputes? | Yes |
| Are network vulnerability scans performed against internal networks and systems? | Yes. All layers of PerfectMind's solution are monitored, protected, and secured using industry-standard tools and procedures including NIST and PCI level 1. All servers are monitored on a 24/7/365 basis using multiple monitoring systems, and metrics are reviewed and tuned by our internal DevOps team. The system undergoes monthly, quarterly, and annual audits and scans by both in-house and third- party tools and vendors to ensure security is upheld. |
| Are network vulnerability scans performed against internet-facing networks and systems? | Yes. See answer above |
| Is there a documented process in place to protect against and detect attacks against automatic software update mechanisms? | Yes |

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| Do network vulnerability scans occur at least Monthly? | All layers of the solution are monitored, protected and secured using industry standard tools and procedures, including PCI level 1. All servers are monitored on a 24x7x365 basis using multiple monitoring systems and metrics are reviewed and tuned by DevOps team. The system undergoes monthly, quarterly and annual audit and scans by in-house and third-party tools and vendors |
| Are server security configuration reviews performed regularly to validate compliance with documented standards? | Yes, all systems follow security best practices and are audited regularly. |
| Are all servers configured according to security standards as part of the build process? | Yes |
| Are all systems and applications patched regularly? | PerfectMind has a Patch Management policy following PCI quarterly requirements. All systems are patched on a monthly basis. PerfectMind is FOIP and MFIPPA compliant. We have assisted in the completion of a Privacy Impact Assessment document for other clients based on our solution and our implementation within the municipality's environment. |
| Is there a documented privacy policy and are procedures maintained for the protection of information collected, transmitted, processed, or maintained on behalf of the client? | Yes, all systems follow security best practices and are audited regularly. |
| Are Hypervisor hardening standards applied on all Hypervisors? | This is not required by the City. However, all systems follow security best practices and are audited regularly. |
| Are Hypervisor Standard builds/security compliance checks required? | Yes, all systems follow security best practices and are audited regularly. |
| Are Hypervisors kept up to date with current patches? | In certain scenarios, a request for security audits can be complied with. A more detailed discussion is required in regards to this request. The City will be responsible for all costs for the audit. |
| Is sufficient information in Hypervisor logs to evaluate incidents? | |

Are Hypervisors used to manage systems used to transmit, process, or store Scoped Data?

PerfectMind is a validated service provider under DSS(Data Security Standard) and PCI (Payment Card Industry) compliant. Our data centre is SOC2/3 certified.

PerfectMind adheres to the principles of Access to Information and Protection of Privacy.

All infrastructure and underlying storage used by PerfectMind is encrypted, and files are securely deleted using NIST 800-88 standard method in accordance with industry best practices. The physical security of data is governed to the highest standards by the hosting provider, AWS.

PerfectMind clients have dedicated databases which are individually encrypted for their protection. All production servers are assessed and scanned on a monthly basis by ControlScan (third party security). Financial information, passwords, and other sensitive information are encrypted in the system and saved as encoded information within the database. Data servers are protected by firewalls and restricted ACLs.

Client data is secured during transmission using TLS 1.2 and stored on Amazon AWS datacentres using the SHA256 hashing algorithm. Data is encrypted using 256-bit SSL encryption, client data is encrypted during transmission, and all HTTPS links are secured using the SHA256 hash algorithm

The data contained within the City's specific database is encrypted with a unique encryption key visible only to authorized and authenticated users. At no time will data be visible to other users of the platform.

PerfectMind will not access or share client data without explicit written approval from an authorised user. Data is provided to the City upon termination of the contract. After 90 days of decommission, data is destroyed using industry standards and a certificate of destruction is provided to the customer. Data will be sanitized and destroyed as according to the NIST 800-88 standards.

Debit/Credit Card information is not stored in PerfectMind, in accordance with PCI standards. Instead, card data is tokenized and forwarded to the payment processor for payment. PerfectMind only stores the last 4 digits of the card number for

verification purposes, which are stored indefinitely.

PerfectMind allows users to opt in or opt out of emails and other marketing notifications.

Are there physical security controls for all secured facilities (e.g., data centers, office buildings)?

Amazon Web Services has fully staffed data centers with security access on a strict, privileged basis. All security measures such as personnel, video surveillance, and access restrictions are enforced 24/7/365. With multiple geographic regions and availability zones in case of failure modes, such as natural disasters and/ or system failures, accessibility and resilience are maintained for organizations and their customers. Infrastructure are built to a minimum of N+1 redundancy.

Are formal business continuity procedures developed and documented?

Yes. Data is replicated and synchronized between the primary and disaster recovery data centres in real time, with a latency of no more than 100ms. PerfectMind provides weekly full backups with daily differential backups for all client databases. Under the standard policy, PerfectMind's platform transaction logs are backed up every ten minutes, and client databases are backed up every night and archived. In the event of a system failure, the previous night's

backup will be restored followed by the most recent transaction logs. For payment processing, PerfectMind backs up transaction logs every ten minutes; therefore, in case of disaster, the maximum data loss will be ten minutes. In conjunction with the standard disaster recovery policy, critical data such as billing information is protected by a dedicated database with a zero-data loss policy. Disaster recovery testing takes place every 6 months..

| | |
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| Does the approved anti-malware policy or program mandate an interval between the availability of a new anti-malware signature update and its deployment no longer than 24 hours? | PerfectMind has established processes and procedures for access to client information and incident response. Servers are protected by firewalls and restrict ACLs; in more detail, they are scanned for vulnerability and penetration testing on a monthly and quarterly basis. |
| | All access to client information including SQL DB and Server access is restricted to only those staff that need to access the data for trouble shooting and client service issues. The access list is reviewed regularly and staff removed or added as appropriate. |
| Is there a documented third-party risk management program in place for the selection, oversight, and risk assessment of Subcontractors (e.g. service providers, dependent service providers, sub-processors)? | Yes |
| Does the third-party risk management program require Confidentiality and/or Non- Disclosure Agreements from Subcontractors? | Yes. To exchange confidential information, both parties are required to sign a non- disclosure agreement which will protect the parties throughout the term of the agreement. |
| Does the third-party risk management program require business units to notify if there are new or changed subcontractors? | Yes |
| Do Subcontractors (e.g., backup vendors, service providers, equipment support maintenance, software maintenance vendors, data recovery vendors, hosting providers, etc.) have access to scoped systems and data or processing facilities? | No |
| Is the Cloud Service Provider certified by an independent third party for compliance with domestic or international control standards (e.g., the National Institute of Standards and Technology - NIST, the International Organization for Standardization - ISO)? | Yes. AWS is compliant with Cloud Security Alliance (CSA) Controls, ISO 9001, ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, and SOC 3. |
| Are audits performed to ensure compliance with applicable statutory, regulatory, contractual or industry requirements? | Our hosting provider, Amazon Web Services, undergoes annual audits and SOC reports can be shared upon signing an NDA. |
| Are Constituents required to attend security awareness training? | PerfectMind does not require constituents to attend security awareness training. PerfectMind staff attend security awareness trainings. |

Is there a policy or process for the backup of production data?

Data is replicated and synchronized between the primary and disaster recovery data centres in real-time, with a latency of no more than 100ms. PerfectMind provides weekly full backups with daily differential backups for all client databases. Under the standard policy, PerfectMind's platform transaction logs are backed up every ten minutes, and client databases are backed up every night and archived. In the event of a system failure, the previous night's backup will be restored followed by the most recent transaction logs. For payment processing, PerfectMind backs up transaction logs every ten minutes; therefore, in case of disaster, the maximum data loss will be ten minutes. In conjunction with the standard disaster recovery policy, critical data such as billing information is protected by a dedicated database with a zero-data loss policy. Disaster recovery testing takes place every 6 months.



Exhibit F - Software Authorization CONTRACT# REC/210945

SOFTWARE AUTHORIZATION REQUEST

| Vendor Information | |
|---|---|
| Name | PerfectMind, Inc. |
| Street Address | 200-4333 Still Creek |
| City | Burnaby |
| State | BC |
| Zip Code | V5C 6S6 |
| Website | https://www.perfectmind.com/ |
| Vendor Contact | |
| Name | Sharon Atwal |
| Email | prrfp@perfectmind.com |
| Phone | 877 737 8030 |
| Internal City Contact | |
| Requesting Department | Procurement & Contracting |
| City Contact Name | Corrin Fitsemons |
| Phone (Direct and Ext.) | 352-629-8364 |
| Email | CMFitsemons@Ocalafl.org |
| Additional Information | |
| Has the vendor been approved by the I.T. Director? | Yes |
| What vendor score did I.T. provide for this vendor? | 87% |
| What date was the vendor score provided? | 11/22/2021 |
| Select if I.T. has approved this software? | N/A |
| | |
| Approving I.T. Director/CIO Signature: | <i>Christopher Ramos</i> |