

AGREEMENT WITH CENTAMAN, INC., TO PROVIDE ZOO TICKETING SOFTWARE SERVICES

THIS AGREEMENT is made and entered into on this 1st day of November, 2022 by and between Centaman, Inc., a Delaware corporation ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. On January 26, 2022, the City issued Request for Proposal ("RFP") No. 22-008 by which it sought to retain a consultant having special skill and knowledge in the field of ticketing software to support all ticketing, reservations, memberships, reporting and accounting for the Santa Ana Zoo.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that Consultant is able and willing to provide the services described in the scope of work that was included in RFP 22-008.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described in RFP No. 22-008, which is attached as **Exhibit A**, and is more specifically delineated in Consultant's proposal, which is attached as **Exhibit B** and incorporated in full.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in **Exhibit C**. The total amount to be expended during the term of this Agreement shall not exceed Five Hundred Ten Thousand, Four Hundred Ninety-Nine Dollars and Sixty Cents (**\$510,499.60**). This sum is comprised of (1) the base amount of \$464,090.54 and (2) a ten (10) percent contingency in the amount of \$46,409.06 for additional services at the City's sole discretion.
- b. If the option to renew is exercised per Section 3, below, the rate will adjust by no more than the greater of 4.5% or the Consumer Price Index (CPI) for the entire renewal term.

below, the rate will adjust by no more than the greater of 4.5% or the Consumer Price Index (CPI) per year for the entire renewal term.

- c. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures.
- d. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a term of three (3) years following the activation of the Subscription Services (as defined in **Exhibit B**) with the option for the City to grant up to a five (5) year renewal, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS AND RESTRICTIONS

- a. City will use the Subscription Services only for its own, internal business purposes. City will not: resell, copy, frame or mirror any part or content of the Subscription Services; make the Subscription Services available for timesharing or service bureau purposes; or otherwise provide access to the Subscription Services to any third party, except as such third party access is mutually agreed upon between the Parties in writing. City will not, subject to any non-waivable rights City may enjoy under applicable law, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; interfere with or disrupt the integrity or performance of the Subscription Services or third party data contained therein; attempt to gain unauthorized access to the Subscription Services or its related systems or networks; modify, translate, or create derivative works based on the Subscription Services; or remove any proprietary notices or labels. City further agrees to those further restrictions, if any, on City's access to or use of the Subscription Services.

- b. City shall own all right, title and interest in and to any data, including digital files and unstructured content objects, entered or submitted by City by means of the Subscription Services (the "City Data"). At all times Consultant will own all intellectual property rights (including copyright) in and to (i) the Subscription Services; (ii) any software (other than third party components) to which access may be provided by means of the Subscription Services; (iii) all upgrades, enhancements and modifications to the Subscription Services, and (iv) any software, applications, inventions or other technology developed in connection with the Subscription Services. Upon termination of this Agreement, Consultant shall return City Data as soon as practicable in a format designated by City.
1. City will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all City Data. City will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children, violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the Subscription Services.
 2. City grants to Consultant a royalty-free, non-transferable, non-exclusive license for the term of this Agreement to use City Data to the extent necessary to perform the Subscription Services. Notwithstanding anything to the contrary, Consultant shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Subscription Services and related systems and technologies (including, without limitation, information concerning City Data and data derived therefrom), and Consultant will be free (during and after the term hereof) to (i) analyze and use such information and data to improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and other Consultant offerings (examples of such uses include optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other customers), and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
- c. Consultant shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by City, its employees, contractors and agents relating to the operation or functionality of the Subscription Services (collectively, "Customer Input"). Consultant shall have no obligation to incorporate Customer Input into the Subscription Services. City shall have no obligation to provide Customer Input.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant shall procure and maintain, and shall require its subcontractors, if any, to procure and maintain insurance as described below:

b. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability Insurance:** with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. **Technology Professional Liability (Errors and Omissions):** insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion,

social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Technology Professional Liability policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the entity in the care, custody, or control of the Consultant.

6. **Broader Coverage:** if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

c. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies:**

If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.
8. **Verification of Coverage:** Consultant shall furnish the City with a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The City reserves the right to require complete, certified copies of all endorsements required by these specifications, at any time.

9. **Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

7. **INDEMNIFICATION**

- a. Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from

liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. Upon receipt of a claim for which City may be entitled to indemnification under this Section, City will provide reasonable notice of such claim to Consultant, however, Consultant's requirement of indemnification shall not be contingent on such notice. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. Each such defense must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the City, but selected and retained by the Consultant, at no cost to the City or any of the City's officers, agents, employees, contractors, special counsel, or representatives. City shall have reasonable input in decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

- b. Except for liability arising (1) from City's breach of Section 5 (Ownership of Materials and Restrictions), (2) under Section 7(a) (Indemnification), (3) for personal injury or death caused by negligence, (4) fraud or fraudulent misrepresentation: (A) to the full extent permitted by law, Consultant's entire liability under this Agreement or in any way related to the Subscription Services, the professional services (if any), and the products (if any), or any related items will be limited to direct damages in an amount equal to FIVE TIMES (5x) the fees paid by City to Consultant pursuant to this Agreement during the Twelve (12) month period immediately preceding the first event giving rise to the claim; and (B) neither Party will be liable for: (1) any special, punitive, indirect, incidental or consequential damages arising from or related to this Agreement or in any way related to the Subscription services, the professional services (if any), and the products (if any), or any related items; or (2) any loss of revenue, profits, goodwill or data, or data use (including as a result of a virus), business interruption, failure to realize an expected saving, corruption of data, or claims against them by any third party, even if the Parties are advised, or may reasonably supposed to have been aware, or the possibility of such damages in advance. Such limitations will

apply regardless of how the claim arises, whether arising based on contract, tort, negligence, or otherwise and will apply to all order forms, schedules, addenda, agreements and attachments related to this Agreement the foregoing limitations of liability allocate the risks between Consultant and City and form a material basis of the bargain between the Parties. Consultant's pricing reflects this allocation of risk and the limitation of liability specified herein.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If a Party receives from the other Party information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, the Parties agree that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either Party by any subsidiary and/or agent of the other Party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Parties disclosed in a publicly available source; (c) is in rightful possession of a Party without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by a Party without reference to information disclosed by the other Party.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct

or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the Parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The Parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void, provided, however, either Party may assign this Agreement in its entirety, without the other Party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services that are the subject to this Agreement performed by City personnel or by other consultants retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, City's right to use the software that is subject to this Agreement shall terminate and Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both Parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988

Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, PRCSA
City of Santa Ana
20 Civic Center Plaza (M-23)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Centaman, Inc.
Attn: Mike Korbel, President
600 W. Jackson Boulevard, Suite 100
Chicago, IL 60661
Phone: 312-882-9849
With courtesy copies to: mike@centaman.com

A Party may change its address by giving notice in writing to the other Party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. DISPUTE RESOLUTION

The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make best efforts to resolve any such disputes informally. If the Parties are able to agree on the terms and procedures for mediation, the Parties may agree that informal resolution attempts will include mediation of any such dispute. If, not less than thirty (30) calendar days after first making good faith informal attempts to resolve any such dispute, the informal attempts have been unsuccessful or, if the Parties have agreed to mediation, after termination or completion of mediation without resolution of the dispute, either Party may thereafter initiate litigation or other proceedings as deemed appropriate by such Party.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective Parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or

contemporaneous agreements for similar services between the Parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.

- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CENTAMAN, INC:

By: 
Brandon Salvatierra
Deputy City Attorney


Mike Korb
Mike Korb (Oct 16, 2022 03:13 CDT)
Name:
Title:

RECOMMENDED FOR APPROVAL:

Hawk Scott
Executive Director
Parks, Recreation and Community Services Agency

EXHIBIT A

<p style="text-align: center;">Appendix ATTACHMENT 1 SCOPE OF WORK</p>

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
SANTA ANA ZOO TICKETING SYSTEMS
RFP NO.: 22-008**

BACKGROUND AND INTRODUCTION:

Santa Ana Zoo

The Santa Ana Zoo at Prentice Park's mission is: *The Santa Ana Zoo, through fun, adventure, and learning, empowers the community to save wildlife and wild spaces.* The Zoo is owned and operated by the City of Santa Ana and receives additional financial support from the zoo society, Friends of Santa Ana Zoo (FOSAZ), a private 501(c)3 non-profit entity. The Zoo is open to the public 10:00 AM to 5:00 PM, seven days a week, and averages 270,000 visitors yearly. Average daily attendance ranges from 400 to 1500. Large events may attract over 2000 visitors.

Memberships are offered for purchase, which allow unlimited access to the SAZOO as well as other amenities.

Educational opportunities are offered to school groups through reservations and customers can rent various locations for parties and even have a Zoo mascot visit their event for an additional charge.

The Zoo works closely with the Friends of the Santa Ana Zoo. FOSAZ runs the gift shop, the memberships, the rides, birthday parties, all corporate events, other facility rentals, and any special events such as the Boo at the Zoo and Sunsets at the Zoo. All funds raised from the sale of these items are controlled by FOSAZ. They also collect and manage all donations from individuals, corporations, grants, etc. Any and all revenue generated from these activities must be separated from the City of Santa Ana funds that are generated from ticket sales (admissions to the Zoo).

Project

Broadly accessible online ticketing and purchasing operability is rapidly becoming a zoo industry standard. The Zoo seeks a ticketing system that includes all of the following basic components:

- Ticketing
- Group Educational (School) Reservations
- Party or Event Reservations
- Membership Sales and Tracking
- Point of Sale (POS) for purchase of rides, stroller rentals, etc.
- Customer Relationship Management
- Marketing and Outreach to generate and track donors
- Reporting

Ticketing

The Zoo does not currently have the system capability to sell tickets online to the public. Tickets are sold only on-site, in-person, at the ticket booth. The Zoo's goal is to allow customers to purchase tickets online for a given day and time, with the option to limit the number of guests that could purchase a ticket for any given timeslot.

The Zoo would also like to have the option for on-site kiosk for self-purchase.

The ticketing system capabilities should include, but not be limited to, all of the following.

1. Allow the setup of daily, timed ticketing events (e.g., Saturday, August 1, 10-11 am).
2. Allow the ability to limit the total number of tickets that can be sold for any one-time slot (e.g., 150 guests total for the Saturday, August 1, 10-11:00 am timeslot).
3. Allow set up of single date events, as well as multiple date events, and event series.
4. Ability to identify blackout dates.
5. Limit the number of tickets any guest can buy for one day.
6. Allow for different ticket categories such as general admission, children, children age two and under, seniors, members, etc., and establish separate pricing for each.
7. Ability to define eligibility requirements for any category of ticket buyer.
8. Ability to set future release dates for tickets as well as end dates/times for the ticket purchase.
9. Allow for promotional or coupon codes.
10. Allows customers to make purchases without creating an account.
11. Ability to track the zip code of the ticket purchaser.
12. Ability to restrict users from multiple registrations for multiple dates of the same event or within the same series. For example, if someone purchases a Resident Day ticket on August 2, they cannot buy another Resident day ticket for another August date.
13. Allow ticketing confirmation via email and/or texts.
14. Ability to send email and text reminders prior to their ticket date.
15. Support the use of bar coding or QR coding on mobile devices to allow customers to scan their tickets on-site.
16. Ability to support waitlist features for any given date and timeslot.
17. Ability to easily convert waitlist registrants into ticketholders.
18. Support text notifications on waitlists.
19. Compatibility across common mobile devices.
20. Allow flexibility in customizing tickets, including logos, ticket date and times, fine print, and other information.
21. Ability to create and print customer tickets of customizable size that could be printed on hard card stock if desired vs. standard 8 ½ by 11" paper size.
22. Ability to provide an itinerary or detailed receipt via email or hard copy.
23. Ability to integrate with the Alvarado EDS Waist High Series turnstile system (<https://www.alvaradomfg.com/products/>) so that when a customer scans their ticket the turnstile opens and allows them access.
24. Allow items to be added on to the ticket purchase such as stroller/wheelchair/scooter rentals or ride tickets, recognizing that revenue would need to be split between the two entities (i.e., City of Santa Ana and FOSAZ).

Group Educational (School) Reservations

The Zoo offers education programs for school groups. The Zoo offers two programs that are age-based, and groups can add activities if desired. Education programs typically include regular zoo admission. Educational materials are sent via email with the customer's reservation confirmation.

The group reservations portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Support group reservations tied to specific locations throughout the Zoo grounds.
2. Allow for both guided and self-guided reservations.
3. Allow a school group to submit the following key information online when creating their reservation:
 - a. Name of school or group
 - b. Contact information, including: name, title, email address, address, phone number
 - c. Grade level of the group (E.G., PRE-K, K, First Grade, etc.)
 - d. Number of students, teachers, adult chaperones
 - e. Date and time preference for the visit. Note: system should only show dates and times that are available to be reserved.
4. Ability to manage reservation of a group or tour without requiring each individual name for this type of registration.
5. Ability to track each group reservation or tour start time and end time.
6. Ability for staff to view a complete schedule of group reservations bookings.
7. Provide the ability for customers to book their reservation online, submit the request to staff for approval and then have staff create a Purchase Order and/or Invoice to be paid after the reservation is confirmed.

Party or Event Reservations

The Zoo property has four areas available for event rental. Each area has unique features and allows different amenities and size of group. Rentals have specific time slots, and include a certain number of all-day guest admissions (adults and children), a set number of ride ticket books (containing 20 tickets each) for the Zoo rides, and a set number of hours in a private rental area (plus set up and clean up time). The Zoo would like to allow customers to reserve these rentals online as well as pay for any additional add-on features such as a BBQ.

The rental reservation portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Ability to reserve a specific location for an event.
2. Allow the customer to enter the following key information online to reserve their location:
 - a. Name of party group or birthday
 - b. Contact information including name, title, email address, address, phone number
 - c. Number of guests
 - d. Date and time selection. Note: System should only display available dates and times.
3. Ability for the customer to add on additional fee-based items such as gas grill, electrical hookup, mascot visit, animal presentation, etc. and pay for these at the time of the reservation.
4. Ability to customize optional elements that are offered in the rental packages.

Membership Sales and Tracking

The Zoo offers various annual memberships which: allows members to visit the Zoo unlimited times for a year, gives them discounts at the Zoo, and allows them to visit other zoos around the country for free or at a discount. The following levels are offered :

- **Individual Club \$70.00** - Free unlimited admission for 1 adult for 12 months.
- **Couple Club \$90.00** - Free unlimited admission for 2 adults for 12 months
- **Family Club \$129.00** - Free unlimited admission for 2 adults and their children and/or grandchildren (under the age of 18) for 12 months, maximum of 4 children per visit.
- **Family Plus Club \$149.00** - FAMILY, plus 1 additional adult for 12 months.
- **Zookeeper Club \$250.00** - FAMILY, plus 2 additional adults for 12 months.
- **Curator Club \$350.00** - FAMILY, PLUS 2 accompanying adults and donor recognition.
- **Directors Club \$720.00** - CURATOR, PLUS 2 admissions to each Sunset at the Zoo event.
- **SAZOO Club \$1200.00** - DIRECTOR, PLUS Private Zoo Cart Tour for up to 3 people

The membership portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Membership records should include the following data elements at a minimum, which can be customized and changed at any time with no restrictions by staff:
 - a. Membership name
 - b. User-defined levels of membership fees, including the number of membership levels available
 - c. Discounts
 - d. Duration of membership, including ending date of membership
 - e. Package description
 - f. Special notes
2. Ability for customers to purchase and renew membership packages online.
3. Ability to sell memberships with specific payment terms, including monthly, quarterly, or annually.
4. Support the ability to create customizable membership cards with photos and bar code labels and/or mag-stripes.
5. Support the ability for in-house printing of membership cards.
6. Provide various ways to check membership status in addition to checking for a valid ID, such as:
 - a. Bar code scanning and magnetic stripe scanning
 - b. QR codes
 - c. Manual keyboard member ID
7. At the time the membership card is scanned by the bar code reader or mag-stripe, automatically verify the card to be valid, and update the member's attendance record at the same time.
8. Provide an audio cue if a membership card is scanned that is invalid.
9. Allow a membership to be placed on hold for a definable period of time. During this hold period, the membership will not validate but will automatically become active once the hold has been released.

10. Allow members to have more than one membership card. Specific cards can be issued for different membership packages with customized pass requirements. Alternatively, a single card can be set up to host more than one membership package.
11. Ability for membership pass to automatically renew if that option is selected by the customer.
12. Allow memberships to be used as discounts and integrate discount into POS functionality.
13. Allow customers to search and view their membership package status information online.

Point of Sale (POS)

FOSAZ has a gift shop at the Zoo that rents out items such as strollers or wheelchairs, and sells ride tickets. Ride tickets are also sold at a second location in the zoo's farm on-site. All money paid to FOSAZ should be tracked separately to the 501(c)3.

The POS portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. POS module provides full cash register/point of sale functionality.
2. Ability to track all inventory items, such as strollers or wheelchairs.
3. Ability to record and track by date, time and variety of sales transactions.
4. Allow for multiple types of payment, including the following:
 - a. Cash
 - b. Checks
 - c. Credit Cards
 - d. Contactless/Tap to Pay payment
 - e. A combination of the above in the same transaction
5. Items can be set up as a specific price (PLU) or as an open custom price.
6. Provide customers with itemized receipts.
7. Numbered receipts (in order to allow for the identification of transactions and to provide a full audit trail).
8. Allows assignment of particular sales to preset keys or links.
9. Ability to track opening balance of cash drawer.
10. Displays cash transactions, including balance owing and change to be returned.
11. Support the use of touch screens that can be tailored as needed.
12. Support mobile access in the field through tablets.
13. Ability to update programming centrally (e.g. for pricing changes and changes to product mix).
14. Accommodate reporting on a centralized basis (e.g. system-wide totals) as well as on a local basis (e.g. totals for a particular POS station only). Reporting must also include day and time of sales option.
15. Ability to print a detailed transaction record.
16. Ability to summarize transactions, payment type, general ledger account, and location.
17. Allow for tracking of non-revenue admissions, i.e., no-fee events such as Residents Day sales.

Customer Relationship Management

The Zoo would like to track patrons in the system but does not wish everyone to be required to make an account. For example, if a patron wishes to purchase four tickets to the Zoo, SAZOO would prefer to not force them to create an account, but rather, be able to purchase those without logging into the system. However, all members would need to create an account and once in the system, all transactions processed under that membership should be tracked and logged and provide access to customers to update and change their personal data as needed.

The CRM portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Allow both customer account registration and situations where an account is not needed.
2. When customer does not have an existing account and wishes to create one, the system offers the following online options:
 - a. Option to create an account and have it immediately available for use.
 - b. Option to activate online customer accounts only after email validation. If selected, an activation email will be sent to the customer's email address, and they have to click on a link to activate their online account, ensuring the account cannot be activated if the customer did not give a valid email address.
 - c. Option for the system to auto-create a password for an account for online access. The password will be included in the account creation confirmation sent automatically by email.
 - d. Option to specify number of days until the auto-created password for online access expires.
3. Tools for staff to assist in identifying and consolidating duplicate customer records.
4. Functionality to validate residency based on street address.
5. Ability for employees to highlight and access "alerts" on customers for key information.
6. Allow staff to decide what their customers see and are able to perform on the public access side.
7. Functionality that associates related customer records as families, households, companies or organizations. Customers should be able to access information or perform actions in the system for other customers who are associated through this relationship.
8. Ability to view online and print the following items from a Customer's account:
 - a. Tickets
 - b. Membership information
 - c. Reservations made
 - d. Financial transactions and account balance
 - e. Payments made to their account
 - f. Previous transactions
9. Ability to change their login name and password.
10. Ability to change their address and personal information.
11. Ability to change information about their family members as well as add a new family member.
12. Allow a customer identification photo to be stored against the customer's account.

Financial Tracking

The City of Santa Ana utilizes Infor Lawson General Ledger System and System Innovators iNovah Cashiering System for its revenue tracking and monitoring. The Zoo must share financial data with the City's iNovah system. Please note, iNovah can accept payments via its (web based) API in real-time or through a file import. iNovah also has an Export to Lawson which can be leveraged once the payments reside in iNovah.

The system should also be able to utilize the City's existing merchant provider Chase Paymentech for online and in person payments. In person card payments must utilize a P2PE certified solution to Chase Paymentech to reduce the City's PCI scope.

The new Ticketing system must also have a way to track revenues for (and between) the Santa Ana Zoo and the Friends of the Santa Ana Zoo. The desired intent is to integrate the disparate admission systems of the Santa Ana Zoo (City) and Friends of the Santa Ana Zoo (a non-profit foundation) into one comprehensive ticketing system that will integrate with the City's iNovah Cashiering System. This will provide a seamless experience for visitors and the best picture of revenues across the facility.

The financial tracking portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Allow for two different merchant account numbers to track revenue streams between the two entities (Zoo and Friends of Santa Ana Zoo).
2. Allow the two payment streams to be tied to the various payment methods including, but not limited to: in-person walk-up ticket kiosk, online web interface, and staff managed POS. Payment forms may include cash, credit cards, debit cards, contactless payment, checks, and purchase orders.
3. A built-in financial export "engine" that allows financial data export to the City's external Infor Lawson general ledger system on a real-time basis.
4. The system should also be able to utilize the City's existing merchant provider Chase Paymentech for online and in person payments.
5. Ability to maintain Level 3 PCI-DSS (Payment Card Industry Data Security Standard) compliance and transmit encrypted credit card information.
6. In person card payments must utilize a P2PE certified solution to Chase Paymentech to reduce the City's PCI scope.
7. Ability to integrate with System Innovators' iNovah, the City's Enterprise Revenue Management system, to push revenue from the Zoo into iNovah so the same financial reports can be used throughout the City.
8. Support next day reversals from the new system through iNovah.
9. Ability to operate on cash or accrual accounting basis.
10. Ability to manage coupon codes – including creation of coupon code, tracking usage, and qualifying usage based on customer, max number of allowable uses, POS item, membership, and tickets.
11. Ability to report usage on coupons.
12. Support deferred revenue accounts for revenues collected, but not recognized until future periods and provide a report that states the deferred amount and date when the revenue will be recognized.
13. Allow event reservation or group reservation deposits to be placed, including a partial payment at the time of a reservation booking and collection of the remaining balance thereafter.
14. Allow collection of payment by cash, check, credit card, coupon, or also "from account" if the customer has a credit balance.

15. "Split" payments may be paid by check, part cash, part credit card, part coupon, and part from account credit balance.
16. Include a receivables tracking mechanism to track customer balances, aging accounts receivable and provide reports for payments due.
17. Ability to support Ticket Purchase Transaction Refunds via Credit Card transaction refund and Infor Lawson general ledger transaction reversal.
18. For mass refund transactions (refunding fees for multiple customers), staff can refund:
 - a. Entire ticket/reservation fee
 - b. Part of the fee
19. Allow incomplete payments and create a payment plan for the customer for reservation bookings.
20. If there are any payment plan payments on a receipt, allow for additional text to be added to the bottom of the receipt, above the receipt notes, giving the receipt number and payment plan balance on each payment plan paid against on the receipt.
21. Ability to post adjustments to the customer's account balance.
22. Ability to produce customer invoices and/or statements with user-defined levels of detail.
23. Ability to produce a cash summary sheet (cash count discriminated by currency/coin denomination) that lists payment types and/or denomination amounts so that the SAZOO staff can specify how much of each payment type or denomination is in the cash drawer at the end of the shift.
24. Ability to track and audit cash summary overages/shortages.
25. Display identity of staff that voided a transaction on the receipt.

Marketing and Outreach

Zoo staff would like to utilize data captured in the system to understand their customer and membership base and then provide marketing information to these patrons on a regular basis. Any tools to assist in this process are desired to make staff activities as efficient as possible.

The outreach portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Mass email functionality to market to and distribute information to current and past customers, based on filters by interest or past activity.
2. Allow email to be sent directly from within the system to one or many individuals, accounts, companies, etc. in text or HTML with the possibility of attaching documents or photos (integration with a third-party tool is acceptable).
3. Ability to set up subscription lists, whereby customers elect to subscribe to particular mailing or communication groups that are used to send regular email or postal mail communications to customers.
4. Allow both staff and customers to manage subscription lists.
5. Allow customization of mass email style templates.
6. Ability to create mailing labels for specific customer groups.
7. Ability to send SMS or text messages to mobile devices through a designated group of recipients via the system.
8. Have an automated link from ticket sales or reservations to surveys; once a guest has visited the Zoo, a survey is automatically sent.

Reporting

The Zoo desires a robust report writer as well as a set of standard typical reports that can be accessed by the staff. The reporting portion of the ticketing system capabilities should include, but not be limited to, all of the following:

1. Ability to view all reports on screen or output as Excel Spreadsheet, HTML, or PDF files.
2. Provide ad hoc reporting and canned reports for standard business reporting.
3. Provide the availability of customized self-generated reporting or the ability to download the database and utilize third-party reporting tools.
4. Provide staff with user-controlled "selection screens" prior to running each report. Selection screens allow staff to narrow the report specification by choosing only relevant data, such as reporting just for a single room/field, for a single or group of facilities, dates, and times. Report selections of this type may be made either individually, or in combinations.
5. Allow staff to identify "Favorites" or an equivalent. In this area, staff can create their own customized list of favorite task areas that is unique only to them. Upon initial login to the System, all favorites are presented to the specific staff.
6. Generate reports to track General Ledger account information by type of ticket.
7. Track revenue by each membership type, broken down by individual fee charged and net revenue.
8. System provides the ability to monitor revenue and attendance by date, timeslot, or event.
9. Ability to produce daily attendance reports.
10. Ability to produce consolidated day end financial reports that provide consolidated totals from all functional areas, e.g. grand total of all ticket sales, group reservations and membership sales.
11. Ability to produce the following "daily close" reports:
 - a. Cash receipt report, listing all receipts processed payment type, and totals.
 - b. Cash distribution summary, showing all payment distributions.
 - c. Account transfer report, showing funds flow among revenue accounts.
12. Reporting capabilities, allows printing of reports, labels and generates email lists based upon multiple selection scenarios, such as zip code, gender, area, and age range.
13. Ability to reprint receipts and/or tickets
14. Ability to produce reports of all charges and payments coming due.
15. Ability to produce refund report, showing all refunds for a specified date range.
16. Produce a reservation master report, including all of the following options and data elements:
 - a. All reservations for a specific customer, school or group.
 - b. All reservations for a specific date.
 - c. Combinations of the above.

Technical, Documentation, Security and Audit

1. Solution can be either cloud-based or on-premises. If both are offered, please provide pricing for both options.
2. For on-premises, the Zoo strongly prefers systems that can run in a virtualized VMWare environment.

3. For on-premises hosting of internal servers, the Zoo prefers Windows servers and SQL Server databases. If another OS or database is used, please identify whether you offer any sort of managed service option.
4. Ability to use LDAP integration for authentication/SSO.
5. The system should provide the ability to integrate with Windows Active Directory and support a single user sign on if on a Windows system.
6. Ability to support Google Chrome browser for all transactions.
7. The system should contain a date/time entry stamp and user information reflecting an audit trail on every data element.
8. The system should provide access from outside of the firewall by non-domain external users in accordance with generally accepted security standards.
9. The system should enable the client to enter organization-specific values in coding fields (i.e., lookup tables). These and other user configurations should be preserved around software updates. (i.e., product upgrades/software releases should not overwrite client-specific coded data or configurations.)
10. The system should allow on-line search capabilities based on any field or any combination of fields.
11. The system's on-line help should be available at the system, function, screen, and field level.
12. The system's on-line help/documentation should be updated with each new version release.
13. The system's on-line help should provide an index and search capability.
14. The system's on-line help should be context sensitive.
15. The system help information should be able to be edited and/or augmented by the Client for specific additional help information. This information should be retained during upgrades.
16. The vendor's support site should contain a knowledge-base where users can access system related reference material and documentation.
17. The vendor's support site should contain complete and up-to-date manuals for all system modules and functionalities. The manuals should be available for all available versions of the software and should be able to be reproduced if required to distribute to multiple staff members.
18. The vendor's support site should contain a complete data dictionary for all system tables and data fields.
19. The system's error messages should be integrated with online help functions, allowing the data entry person to be able to click on an error message and open the online help document to the appropriate section.
20. The system should have the ability to interface or integrate with Microsoft Exchange to utilize the email and calendar functions with the applications.
21. The system should track the use of the system by authorized users.
22. The system should have the ability to report attempts by unauthorized users to use the system.
23. The system should have the ability to suspend after "x" attempts to access the system with an incorrect password if authentication is internal to the system.
24. The system should have the ability to copy a security profile.
25. The system should provide e-commerce security including customer authentication and encryption to protect customer data.
26. The system's e-commerce capabilities should be PCI-compliant.
27. The system should support standard Internet security including, but not limited to Secure Socket Layers (SSL). If SSL is not supported, please describe the supported Digital Certificates.

28. The system should have the ability to define user access based on:
 - a. Departments/Organizations
 - b. Roles
 - c. Individuals
 - d. Function
29. The system should have the ability to define and lookup a user based on:
 - a. User Name
 - b. Role
30. The system should allow users to review security transaction history in a report.
31. The system should be able to automatically sign a dormant user out of the system after a user-defined time period.
32. The system should provide the ability to configure User ID/password rules such as length, alpha/numeric, upper/lower case, password definition and expiration period.
33. The system should provide ability to view or obtain security reports showing:
 - a. Security breaches or attempts
 - b. Authorized system use
 - c. Changes to security profiles
 - d. Security snapshot on a specific time period specified by the user

Appendix

EXHIBIT B



Centaman Response to
Ticketing and Membership Point of Sale Platform
Request for Proposal (RFP)



Santa Ana Zoo Ticketing System
RFP NO.: 22-008

Centaman Inc.
600 W Jackson Boulevard
Suite 100
Chicago, IL 60661

Cover Letter

On behalf of Centaman, thank you for an opportunity to respond to the Request for Proposal (RFP) for your Ticketing System for Santa Ana Zoo. Enclosed you will find the Centaman Response and Product Overview along with the following supporting documents:

- ✓ Centaman Enterprise Fee Proposal
- ✓ Centaman Enterprise Minimum Computing Requirements
- ✓ Centaman Enterprise System Architecture
- ✓ Centaman Enterprise Technical Support
- ✓ System Requirements Vendor Entry Sheet_97-2004

The Centaman Enterprise POS software dovetails the Santa Ana Zoo's vision of a broadly accessible ticketing solution. Providing one unified system for ticketing, memberships, and reservations; key features of the software include:

- ✓ Resolute, easy to use system for both employees and guests providing for efficient administration and minimal maintenance.
- ✓ A single system for Admission, Memberships, Education, Group Sales, and Special Events with the ability to sell in real time at the POS, online, or Kiosk.
- ✓ Ability to meet the required integration with the City's iNovah Cashiering System and Alvarado Turnstiles.
- ✓ Variable pricing by season, day of week, or day; native to the Centaman Software with pricing adjustable by sales channel and advance purchase interval.
- ✓ Options for digital member cards with the ability to validate memberships online for member discounted rates.
- ✓ Access control that will allow straight to the gate ability for both Centaman, printed & mobile, barcodes.
- ✓ Discounting options for POS and Online, offering unique or general coupon codes, promotional combined sales, and automatic discounts for registered members.
- ✓ Introduce gift cards, with the ability to add cashless value to member records to spend throughout the park.
- ✓ And accurate reporting and analytical data to help better understand consumer patterns and trends.

Thank you again for this opportunity. If you have any questions regarding this proposal, please reach out directly to Julie Rabold at 312-882-9849 or via email at julie@centaman.com. We look forward to your review of our Proposal.

Signed for Submission:



Julie Rabold | Business Development Manager
600 W. Jackson Boulevard Suite 100, Chicago, IL 60661
Phone: (312) 882 9849 | Email: julie@Centaman.com

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Executive Summary



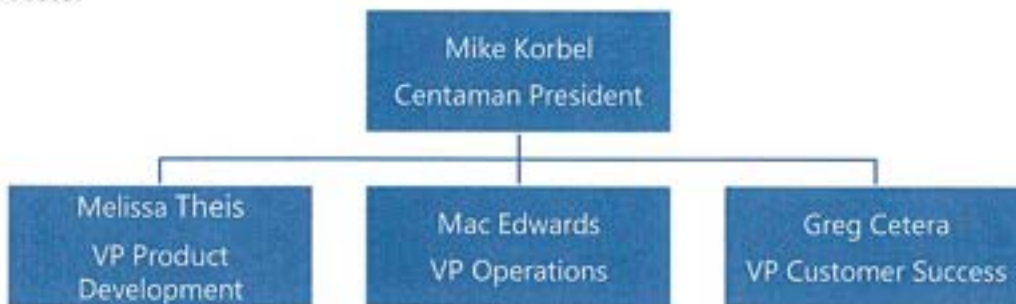
The Santa Ana Zoo is seeking an all-in-one ticketing solution to support ticketing, memberships, reporting, and accounting for the zoo. The Centaman Enterprise product has the power to manage the entire zoo. Centaman's breadth of products, modern streamlined guest journey, and 30 years' industry experience in the attractions space will meet the zoo's requirements and offer a scalable solution for years to come.

The Centaman solution is adaptable to your large and small business needs allowing for either a hosted solution on the Centaman data center or an on-premises installation, both offering a complete set of features to meet your needs including access to our API for out of the box integrations, such as dynamic pricing. This Centaman proposal will outline the cost for both an on-premises solution or the optional hosted plan if the zoo prefers.

Centaman has implemented 400 installations in 10 countries at Zoos, Aquariums, Waterparks, & Museums. Notably, we have gained the experience needed for Santa Ana Zoo with similar installation at Omaha's Henry Doorly Zoo & Aquarium, Cleveland Metroparks Zoo, Riverbanks Zoo & Garden, Kalahari Resorts, and many more.

The operational plan will be determined during your onboarding and will both expedite your implementation and onboarding while not overwhelming your team or disrupting other projects that are essential and important to your business.

Centaman has 30 full time employees found around the world with headquarters in Chicago. The organizational structure is comprised of three divisions: Product Development, Operations, and Customer Success.



The Santa Ana Zoo will have a dedicated professional services team providing:

- A project plan managed with your personal Project Administrator leading the team.
 - ✓ **Professional Services Manager** Barbara Case worked in the attractions industry before joining the team more than 8 years ago and has been onboarding customers from the beginning. Barbara is a key player in managing the implementation team with a primary focus on managing all deliverables successfully.
- An implementation team focused on preparing each zoo department with business analysis meetings, system configuration prep, and the zoo's train the trainer sessions.
 - ✓ **Project Managers / Implementation Specialists** Amanda Fonseca and Kara Stevens will also be supporting your team. Amanda has recently joined the implementation team and has more than 5 years' experience working on Centaman Enterprise and in the attractions industry. Amanda will assist the zoo to identify needs and train the team in the build and use of the software. Kara Stevens joined Centaman more than 10 years ago and will provide expertise in design, build, and use of Centaman for the Santa Ana Zoo.
- Additional project plans for any/all integrations: Accounting, CRM, Marketing Campaigns, and other 3rd party sales programs.
- Extensive User Acceptance testing with Remote/Onsite training and Go-Live support.
- A 24-hour Centaman Support staff and follow up training available to maximize your investment.

Centaman operates as a completely independent business unit of Jonas Software. Jonas Software acquires, manages, and builds industry-specific software companies globally. Jonas has a portfolio of 110+ companies and 3,000+ employees. Jonas Software is an operating group of Constellation Software, Inc. (CSI), a public company listed on the Toronto Stock Exchange (CSU.TO). CSI has revenues of over \$4 billion USD and over 25,000 employees across the globe. CSI provides Centaman with tremendous financial strength, a vast knowledge base in terms of technical and industry specific best practices, and the consolidation of administrative functions that enable the Centaman team to focus on supporting our customers and developing efficient software. Solid growth prospects, a healthy balance sheet and cash flow from operations ensure Centaman's financial stability. *More information including financial statements and shareholder's reports are available online at:*

<http://www.csisoftware.com>

Product Overview

A high-level overview of Centaman modules is outlined below to enhance the zoo's operations.

Centaman Enterprise Platform Functionality

Core System	Payments, Invoicing, Giftcards, Cashless, EMV, Point of Sale, Accounting interface
Ticketing	GA, Events, Timed Ticketing, Activities, Partner Sales, Self-service Kiosk & Variable Pricing
Registration	Workshops, Programs, Camps, Waivers
Memberships	Memberships, Season Passes, Gifts
Groups / Field Trips	Field Trips, Group & Corporate Outings, Functions and Events
Retail / Gift	POS, Purchase Orders, Dockets, Inventory, Stock Take
Food Service	POS, Tabs, Tips, Recipes, Inventory
Access Control	Mobile Scanning, RFID, Turnstiles
API	Custom Websites, 3 rd Party Sales, Mobile Apps, Dynamic Pricing & more

The Centaman product is constantly evolving as we update and enhance the solution based on customer feedback and market trends. Highlighted Product Initiatives include:

- ✓ Engage reporting portal - dashboards available remotely
- ✓ Dynamic pricing capabilities
- ✓ Mobile ticketing app for speed and extremely flexible ticketing
- ✓ Integrated cashless value, gift cards, and member cards for a seamless digital wallet
- ✓ Self-Service Kiosks for ease of customer ticketing
- ✓ Customizable mobile responsive websites
- ✓ Optional integrations with 3rd party systems including WordFly, Raisers Edge, Viator, Digonex, Yahoo Weather and more



What Centaman offers Santa Ana Zoo



Internet Sales Custom branded Web Store for tickets, gift vouchers, memberships, group sales, tours, birthday parties, retail, e-consignment solutions for 3rd party resellers and more. Leverage valuable customer data with CRM and marketing tools with mobile friendly technology.

Season Passes / Memberships

Manage season pass discounts with tracked redemption at all applicable POS locations as well as visitation history with built in CRM and marketing tools. Digital photo ID card options also available.

Special Events & Timed Ticketing

For shows, tours, and special events. Seat inventory managed by real-time capacity. Sell through your call center, online store, or at any POS terminal or kiosk.

Self-Service Kiosks

For tickets, memberships, and mobile food ordering. Indoor and outdoor models are available.

Mobile POS Food carts, retail pop-ups and portable exhibition stands as well as add-ons like tickets for rides and attractions.

Ticketing POS High speed, touch-screen POS for ticket sales with up-sell prompts and fraud prevention tools. Create customer accounts and issue stored value media for cashless spending throughout the zoo.

Parking Sell combo tickets that include admission and parking at the POS or at self-service outdoor kiosks. Access control devices include boom gates and hand-held wireless devices available for staff-controlled entrances.

Reporting User friendly report generation using any data point within your system. Automate hundreds of stock reports with the ability to customize based on your needs using a report writer and dashboard builder.

Turnstiles & Access Control

Centaman's own Ticket Validation System allows for real-time access control of admission tickets, employee ID Cards, and season passes. Control any type of turnstile, gate, or doorway. Hand-held devices available.

Cashless Spending stored value cashless payment technology provides added convenience for your guests and increases per cap spending. Stored value can be added and redeemed online or at any ticketing, retail, and restaurant POS.

Quick Service Self-service food ordering kiosks. Kitchen printer and video display systems. Built-in inventory and recipe management system.

Group Sales, Education Programs & Reservations

Comprehensive reservation and resource management system for group sales, education programs, lectures, birthday parties, day camps, and more via call centers and internet sales as well as e-consignment solutions for 3rd party resellers. Streamline sales, group arrival, and invoicing processes, and leverage the power of integrated reporting and CRM tools.

Restaurant & Bar POS

Stock control for managing food and liquor costs. Waiter stations, tip management and remote kitchen printers and display systems. Tabs, table service, card on file and more.

Retail POS

High-speed, touch-screen retail POS with a comprehensive inventory management system. Manage multiple stores, warehouses, and suppliers. Print barcode labels for items and shelves and make stocktaking fast and easy with MobiSTOCK.

Ticketing, Group Sales & Special Events

Centaman offers a comprehensive ticketing solution for general admission, timed ticketing with capacity, special events, group sales, school tours and all attractions. Our software model is flexible and powerful offering mobile, online, Kiosk, and Walk-up ticketing sales.



Special Features for Reserved Tickets & Special Events

- ✓ Move a reservation to a new date with ease
- ✓ Special audit feature for tracking all staff changes to reservations
- ✓ Make Cancellations with or without a refund
- ✓ Refund in full or per ticket (by reducing the number of tickets)
- ✓ Track email or phone correspondence
- ✓ Block scanning a refunded ticket
- ✓ Centaman allows for 3rd party resellers including but not limited to hotels and grocery stores
 - Viator and Get Your Guide (GYG) are all supported with a native integration while offering redemption capability for Groupon, Rezdy, and other 3rd party tickets
- ✓ Track previously scanned tickets

Tour Booking Summary				<input checked="" type="checkbox"/> Exclusive Booking	
	Confirmation No	1116216			
	Tour/Event	Field Trip W/out Lunch			
	Booking Name	5th Grade Class			
	Client	Centaman Zoo			
	Contact				
	Tour Date	03/04/2022	Booking Times Buses will park in East Lot		
	Start Time	10:00 am			
	Finish Time	04:00 pm			
	Booking Total	\$165.00			
	Total Paid	\$0.00			

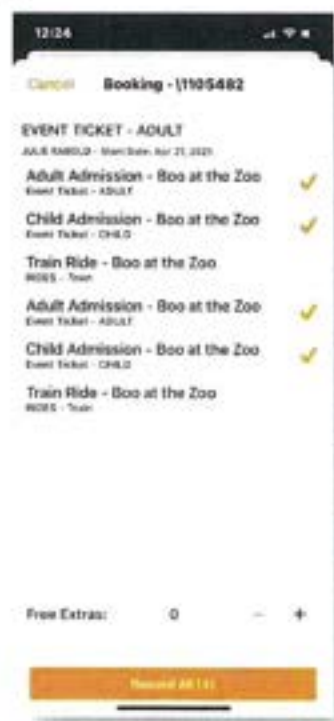
Status	View All Itineraries	Pay & Print Tickets	Edit Items	Cancel Item
Print Email Confirmation	Print Email Tickets	Payment Bookings	Unbook	More
Show Default Fields	Customize Columns	Audit	Payment History	OK

Comprehensive List of Ticketing Features:

- ✓ Ability to sell timed ticketed admission and events with real-time capacity through our POS, Kiosk, and Webstore with preset black-out days or specifically set dates desired.

ADMISSION	ADMISSION	ADMISSION	ADMISSION	ADMISSION
9:00 AM	9:30 AM	10:00 AM	10:30 AM	11:00 AM
ID: 102258	ID: 102258	ID: 102258	ID: 102258	ID: 102258
100 / 200	10 / 200	50 / 200	60 / 200	60 / 200

- ✓ Centaman also provides a general admission any time, any day ticket deferring admission and revenue until date of scan.
- ✓ All avenues of printing options including wristbands, bulk tickets and barcoded & RFID technology available. Design your own logos, barcodes, holiday messages, terms and conditions and vary the message by product.
- ✓ Pricing by Day/Event/Membership rate etc., and the ability to manage a multi-pricing structure with daily adjustments.
- ✓ Online and POS coupons and discounts.
- ✓ Virtual tickets for attractions that attach to a customer's membership cards or employee ID's reducing the need for ticket printing. Validation is also allowed from member cards or smartphones.
- ✓ Set limits to the number of tickets a guest may purchase per transaction online.
- ✓ Mobile ticket validation app via handheld devices allows for wireless scanning and validation on rides and attractions and delivers real-time ride usage numbers.



Education | Field Trips

- ✓ Complete resource management solution capable of managing space and program capacities for scheduled and ad-hoc programs.
- ✓ Integrated billing, account management for both online payments, phone payments, and invoicing with deposit/partial payment options.
- ✓ Full camp and program management with consolidated credit card statements.
- ✓ No per-ticket fees allow for registration online without requiring payment.
- ✓ Ability to capture extensive data and user-defined questions for camps and programs including medical waivers, emergency contacts, allergies, history, apparel selling/size collection etc.
- ✓ Build camp rosters, custom reports, enable multiple classes to enroll online at once, manage camp waitlists online and more functions.

Retail and Inventory Management

Centaman offers an inventory management module for retail and food & beverage sales.

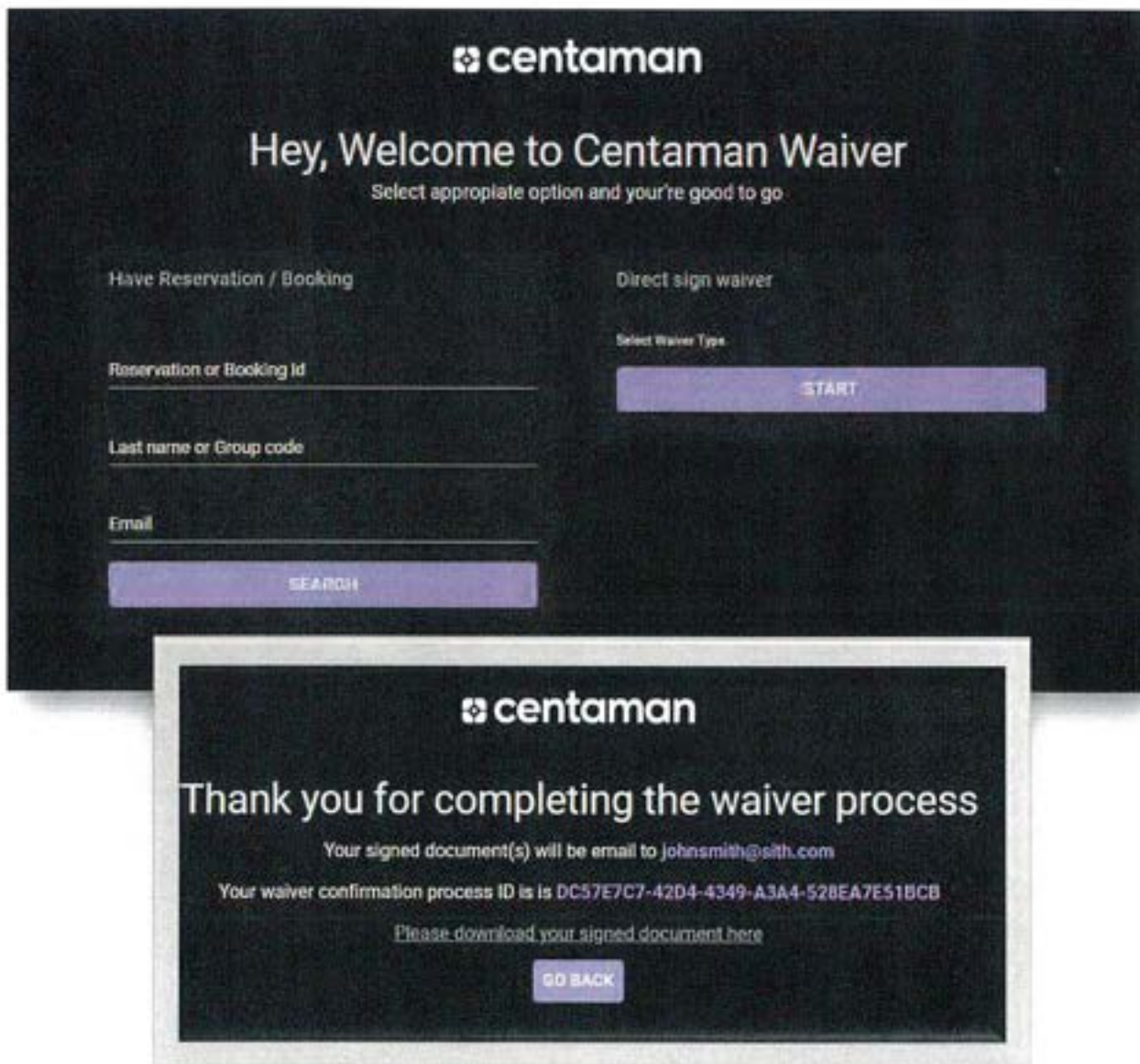
- ✓ Multi-store and multi-warehouse management for sales and inventory (and ability to manage independently – i.e., sales location reporting and warehouse location reporting independent.)
- ✓ Centaman Stocktake using integrated iPhone/iPad application for real time inventory counts.
- ✓ Tablet option for portable sales locations and line-busting.
- ✓ Discounts for members, employees, and volunteers.
- ✓ Integrated online eCommerce feeding from inventory and sales with BigCommerce.
- ✓ Complete purchase order, receiving, and item management modules.
- ✓ Coupons, promotions, and discounts.
- ✓ Multi sale, stock adjustment, stock transfers and much more.



Waivers

Beginning 2022, Centaman added a Waiver module to our software. This feature is optional, and the fee is not included in pricing. Waivers are stored and managed onsite locally via customer's infrastructure. This feature will allow waivers for the following use cases:

- ✓ **Online Booking** - The Miller family signs up online for a guided tour
- ✓ **Group Booking** - Mary, a teacher, books a school field trip with box lunches
- ✓ **Onsite Booking** - When I arrive at the park, I sign up for my child's birthday party
- ✓ **No Booking** - Sofia and her friends visiting and will decide what to do when they arrive



The image displays two screenshots of the Centaman Waiver interface. The top screenshot shows the 'Welcome to Centaman Waiver' screen with a dark background. It features the Centaman logo at the top, followed by the heading 'Hey, Welcome to Centaman Waiver' and the instruction 'Select appropriate option and you're good to go'. There are two main paths: 'Have Reservation / Booking' on the left and 'Direct sign waiver' on the right. The 'Have Reservation / Booking' path includes input fields for 'Reservation or Booking Id', 'Last name or Group code', and 'Email', followed by a purple 'SEARCH' button. The 'Direct sign waiver' path includes a 'Select Waiver Type' dropdown and a purple 'START' button. The bottom screenshot shows a confirmation screen with a dark background and a white border. It features the Centaman logo at the top, followed by the heading 'Thank you for completing the waiver process'. Below this, it states 'Your signed document(s) will be email to johnsmith@sith.com' and 'Your waiver confirmation process ID is DC57E7C7-42D4-4349-A3A4-528EA7E51BCB'. A link 'Please download your signed document here' is provided, followed by a purple 'GO BACK' button.

centaman

Hey, Welcome to Centaman Waiver

Select appropriate option and you're good to go

Have Reservation / Booking

Reservation or Booking Id

Last name or Group code

Email

SEARCH

Direct sign waiver

Select Waiver Type

START

centaman

Thank you for completing the waiver process

Your signed document(s) will be email to johnsmith@sith.com

Your waiver confirmation process ID is DC57E7C7-42D4-4349-A3A4-528EA7E51BCB


[Please download your signed document here](#)

GO BACK

Donations

Centaman offers a robust CRM module that will meet your needs of selling, tracking, and engaging with your members and donors. Donor Perfect, Raisers Edge or other 3rd party donation software integrations would be available and priced according to specifications.

Donation Campaigns, *Adopt an Animal*, *Wish List*, and *Pop-Up* donations are available onsite or online and the *Round Up* donation feature is available at the Point of Sale.



Adopt-An-Animal

By giving a donation to sponsor a Florida Charter Zoo animal for one year, you can provide the special care our animals need, become a part of the wild and wonderful world of people who have the satisfaction of giving special support to the animals of Florida Charter Zoos

Adopts make great gifts!



We Need You (Optional)!

We need you now more than ever! Covid-19 this year will have a financial impact that will last for months to come. Please consider making a gift to our Emergency Support Fund to have a significant impact on our company

☒ Others

\$10 - \$100

DONATE

NO THANKS!

CRM / Memberships

Centaman's portfolio contains multiple customers with member records exceeding 100,000 memberships / season pass holders. Our membership program allows for packaged memberships selling one household membership with the ability to recognize each member individually.

A comprehensive List of CRM Features:

- ✓ Ability to design and print cards for different membership levels (barcoded).
- ✓ Discounts on retail, food & beverage, and parking according to membership type.
- ✓ Ability to load benefits, tickets, and/or comp passes onto member cards and manage the redemption and usage of these benefits.
- ✓ Online member portal for members to print tickets for their guests and purchase additional items as needed.
- ✓ Ability to take donations, manage animal adoptions, and other products through the Centaman system for either online, point of sale or both.
- ✓ Virtual membership cards via an iPhone and Android app using 3rd party integration, branded with Santa Ana Zoo.
 - This is a great way to save on card printing costs while reducing environmental impact as well as providing an additional sales tool – coupons permitted via the app, renewal reminders, etc. *The app is not a part of this proposal pricing and is via a 3rd party. Upon request, we can offer a contact of the 3rd party.*

Digital Season Passes or Membership Cards can be scanned to receive automatic discounts



View Membership Stored Value, sharing, and spending limits.



CRM Reporting

Centaman offers a robust CRM module with the ability to report on a variety of membership behaviors including renewals, member purchases, attendance at special events etc. We may also integrate with any 3rd party Loyalty Program app used by Santa Ana Zoo.



List of Donors

Journal date between 03/01/2020 and 02/22/2022

BY DATE

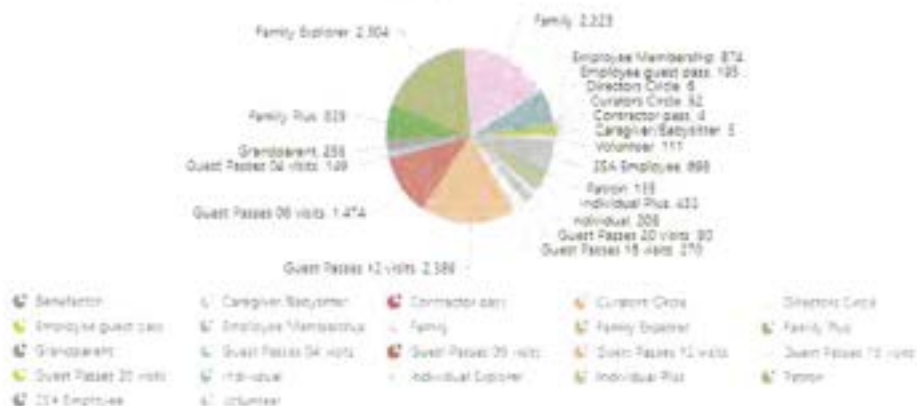
Date	Customer ID	Donor	Item	Amount
04/16/2021	1005295	Carter Rabold	DONATION (WishList) - Plants	\$18.00
04/16/2021	1005295	Carter Rabold	DONATION (WishList) - Panda Toys	\$25.00
05/08/2021	1005204	Diana Camacho	DONATION (WishList) - Panda Toys	\$25.00
10/30/2020	1005204	Diana Camacho	DONATION (WishList) - Panda Toys	\$25.00
11/03/2020	1005204	Diana Camacho	DONATION (WishList) - Gorilla Love	\$55.00
11/03/2020	1005204	Diana Camacho	DONATION (WishList) - Panda Toys	\$25.00
11/03/2020	1005204	Diana Camacho	DONATION (WishList) - Gorilla Love	\$55.00
11/03/2020	1005204	Diana Camacho	DONATION (WishList) - Panda Toys	\$25.00
11/04/2020	1005204	Diana Camacho	DONATION (WishList) - Gorilla Love	\$55.00
11/04/2020	1005204	Diana Camacho	DONATION (WishList) - Panda Toys	\$25.00
11/04/2020	1005204	Diana Camacho	DONATION (WishList) - Gorilla Love	\$55.00
11/04/2020	1005204	Diana Camacho	DONATION (WishList) - Panda Toys	\$25.00

Member Visits by Type - Summary Chart

Usage date between 01/13/2021 and 02/12/2021



Visits Type Distribution



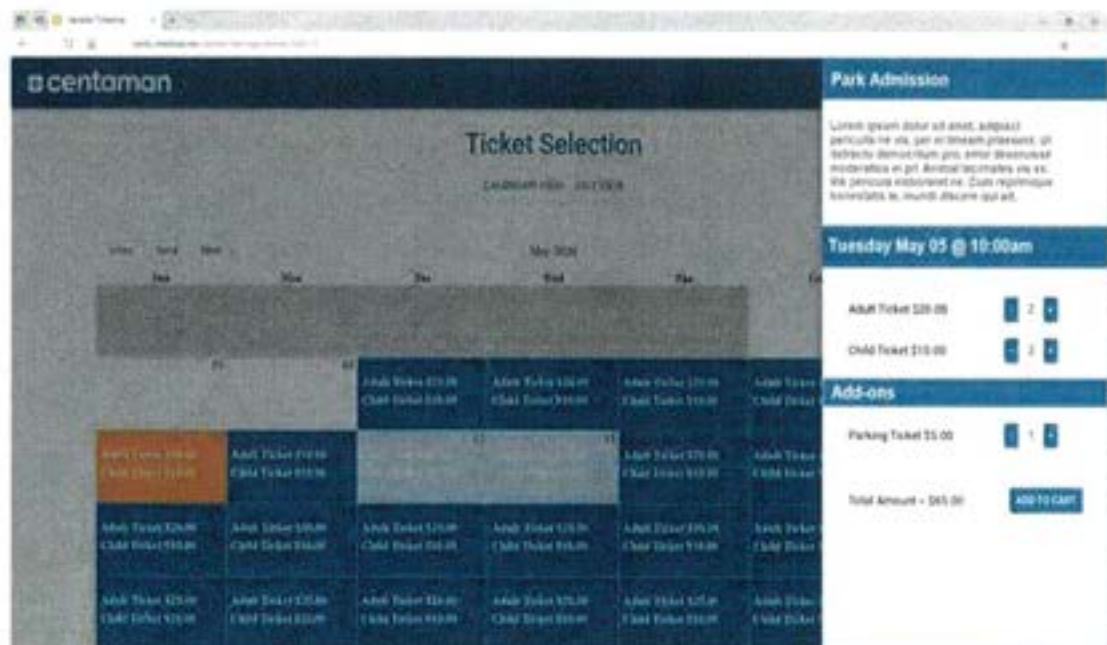
Online Sales (Webstore)

2020 has increased the traffic on the Webstore and increased the necessity of timed ticketing reservations for zoo entrance. Consumer behaviors suggest online ticketing reservations and sales will continue to trend higher than previous years. Centaman offers a Webstore solution that integrates components designed to provide an ease-of-use experience and increase the conversion rate of your online store.

Memberships and General Admission on Guest Ticketing: The Webstore introduced a new look that will allow the zoo to sell all tickets and memberships in a modern streamlined guest experience.

Featuring:

- ✓ Calendar, List, or the new Hybrid model below
- ✓ Variable pricing by day native to the software
- ✓ Color coding to indicate high/low prices
- ✓ Multiple time choices
- ✓ Dynamic event information
- ✓ Simple ticket selection
- ✓ Offer add-ons and enhancements



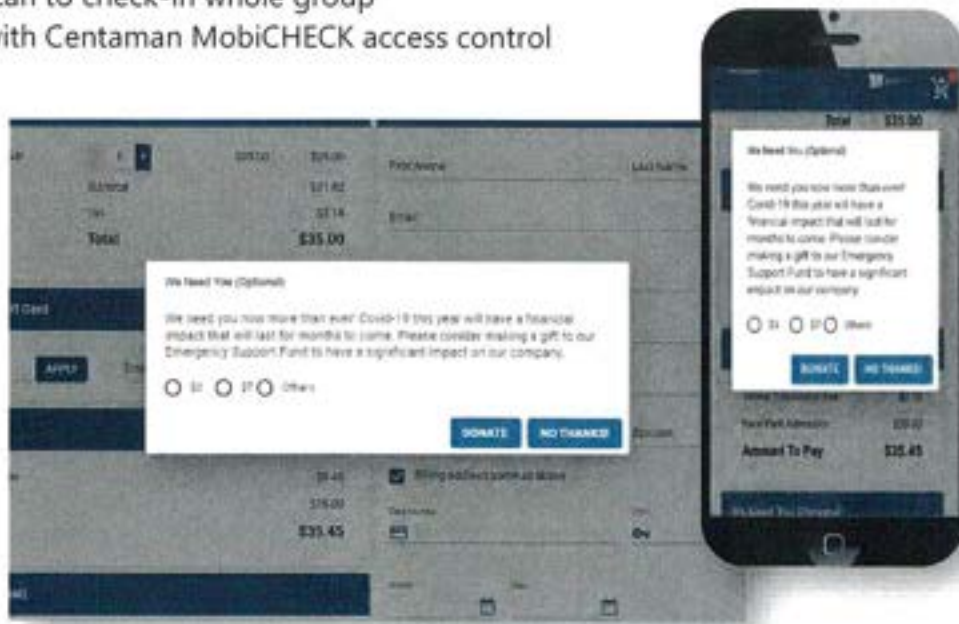
Fast Checkout

- ✓ Simple and secure (no logins)
- ✓ Utilizes PCI Level 1 Service Provider, the highest level of PCI DSS certification
- ✓ Works with many processor gateways
- ✓ Tokenizes credit card for refunds



Mobile Friendly & Other Features

- ✓ Barcoded ticket delivered on-screen for instant purchase
- ✓ Pop up Donations
- ✓ Single scan to check-in whole group
- ✓ Works with Centaman MobiCHECK access control



General Admission/Gift Cards

- ✓ All General Admission ticket types
- ✓ Meal Vouchers
- ✓ Gift cards
- ✓ Parking
- ✓ Rentals
- ✓ Donations



GA Tickets		
Tickets		
General Admission - Adult \$28.00 add-on: \$10.00	1	\$28.00
General Admission - Child \$14.00 add-on: \$10.00	1	\$14.00
Parking		
Parking - One Day Parking \$3.00 add-on: \$10.00	1	\$3.00
Pre-paid Dining		
Dining \$5.00 - Individual \$7.15 add-on: \$10.00	1	\$5.00
Dining \$5.00 - Family \$12.15 add-on: \$10.00	1	\$5.00
Rental		
Living Electronic Collapsible Vehicle \$23.00 add-on: \$10.00	1	\$23.00
	Sub	\$0.00
	Total	\$53.00
Add To Cart		

Memberships Key Features:

- ✓ Join
- ✓ Renew
- ✓ Find existing member
- ✓ Forgot Member Number
- ✓ Membership Coupons
- ✓ Member Discounts

Primary Member		
FAMILY Primary Adult Adult (Qty: 1, Max Qty: 1) add-on: \$10.00	Membership Type: FAMILY Primary Adult Price: \$138.00 Status: Active Email: centaman@centaman.com Phone: 011-222-2222 Address: 1234 Main St City: New York State: NY Zip: 10001 Country: United States	\$138.00
FAMILY 2nd Adult Adult (Qty: 1, Max Qty: 1) add-on: \$10.00	Membership Type: FAMILY 2nd Adult Price: \$0.00 Status: Active Email: centaman@centaman.com Phone: 011-222-2222 Address: 1234 Main St City: New York State: NY Zip: 10001 Country: United States	\$0.00


[Home](#)
[TICKETS](#)
[MEMBERSHIP](#)
[TICKETS](#)

Family Memberships

Individual Memberships

Family Memberships

Individual Memberships

JOIN
RENEW

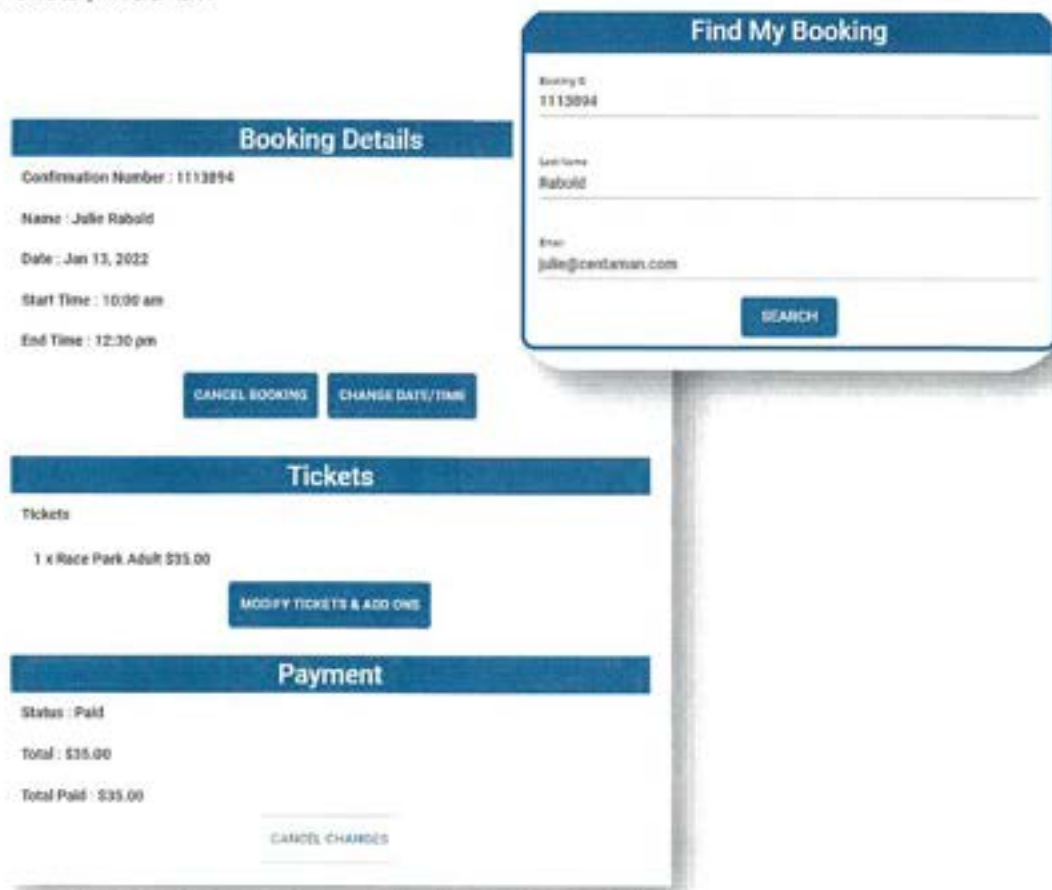
JOIN
RENEW

New Webstore Features

With new features added to the Guest Ticketing Webstore; Centaman's latest version of software (released in the first quarter of 2022) will bring many updates to the Zoo's current Webstore.

Manage Existing Bookings

- ✓ Cancel Booking
- ✓ Change Date / Time
- ✓ Modify Tickets / Add On



The screenshot displays the Centaman webstore interface with three main sections: Booking Details, Tickets, and Payment. To the right, a 'Find My Booking' pop-up is shown.

Booking Details

Confirmation Number : 1113894
Name : Julie Rabold
Date : Jan 13, 2022
Start Time : 10:00 am
End Time : 12:30 pm

[CANCEL BOOKING](#) [CHANGE DATE/TIME](#)

Tickets

Tickets
1 x Race Park Adult \$35.00

[MODIFY TICKETS & ADD ONS](#)

Payment

Status : Paid
Total : \$35.00
Total Paid : \$35.00

[CANCEL CHARGES](#)

Find My Booking

Booking ID
1113894

Last Name
Rabold

Email
julie@centaman.com

[SEARCH](#)

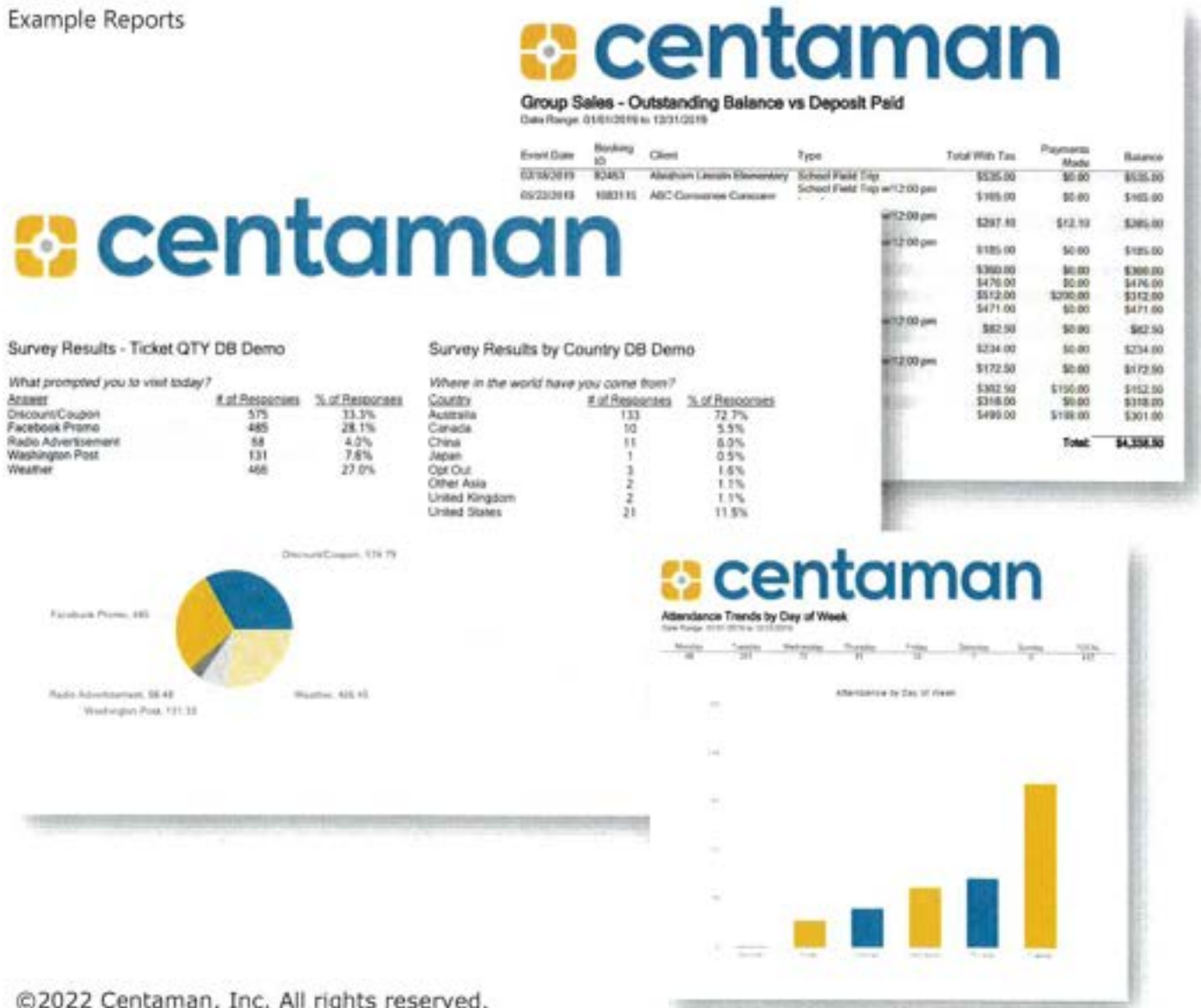


Reporting and Business Intelligence

Centaman offers business intelligence reporting as part of our latest release using the Engage platform. The reporting solution allows users to drag and drop data into a reporting template that eliminates the need to be a SQL expert. Reports can be scheduled and delivered via email to users saving you time and eliminating the need to run reports manually.

The tool contains predefined dashboards and report templates. We offer an individual and shared portal where reports created by other clients are viewable in a collaborative effort across all attraction types. **One of the core strengths and key differentiators of our product is the power and flexibility of our reporting system.** Once your power users are trained on Engage, they will be able to build highly customized and drilled down reports with drag and drop ease.

Example Reports

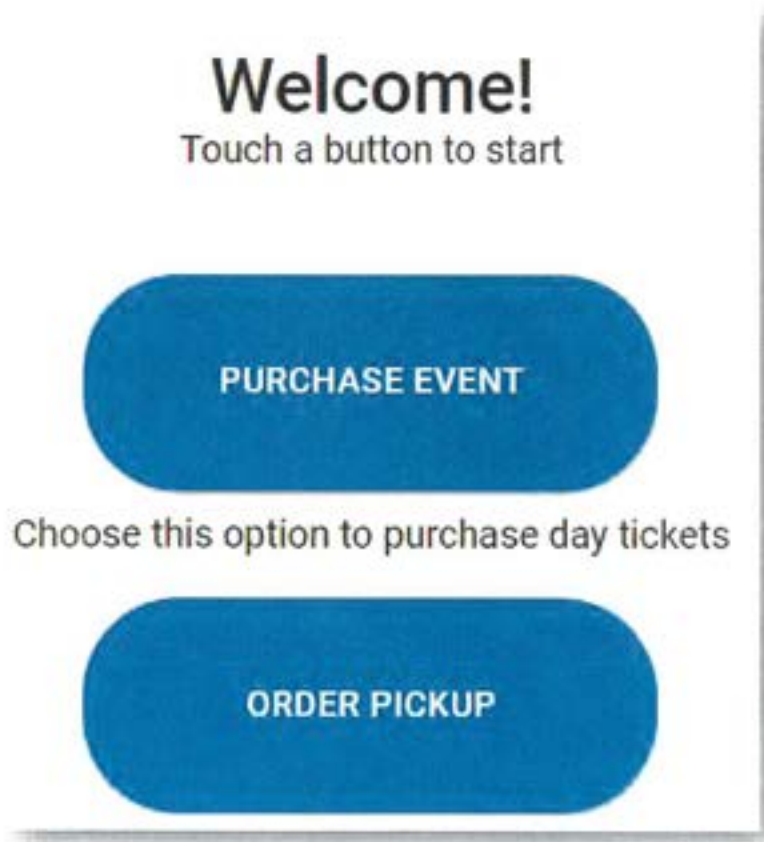


Kiosk (Indoor and Outdoor)

Centaman's Point of Sale can be configured to work in Kiosk mode for customers to make their own purchases via a self-service kiosk.

Key Features:

- ✓ Allows customers to purchase tickets without staff access
- ✓ Uses standard Microsoft Windows hardware
- ✓ Supports multi-sale and "upsell" options
- ✓ Barcode coupons can be scanned for discounts
- ✓ Member/Pass holder discounts can be applied
- ✓ Terms and conditions available prior to checkout
- ✓ Graphics are customized based on your brand
- ✓ Supports swipe/insertion credit card or integrated Vantiv EMV pin pad
- ✓ Supports custom voice prompts/instructions to users



Credential Dispensing Kiosks

Supports Barcode/RFID Wristbands and Cards.

Centaman's stylish outdoor kiosk comes with a 27" high-bright touchscreen, featuring top-tier components built to withstand virtually any weather conditions. Streamline your guest arrival experience by retrieving previously booked tickets, purchase day passes/addons and dispense programmed wristbands on the spot!

Capabilities include:

- ✓ Ticket and wristband printing
- ✓ Payment acceptance
- ✓ Barcode scanning

This device supports your guest journey from ticketing (member validation, anyday tickets, and special events) to mobile food ordering, waivers, and donations.

Mobile Food Ordering in 2022

This year, Centaman is launching our Mobile Food ordering system allowing guests to order via their mobile device or at free-standing kiosks throughout the park. Kiosk technology allows you to reallocate valuable staff time all the while providing an efficient, user-friendly service to the guest complete with upselling capabilities.



Access Control/Ticket Scanning

Centaman offers multiple access control solutions that ensure no lines and a stress-free guest experience.



Alvarado Integration

Centaman has and currently supports integration with turnstiles by offering a Centaman integrated controller added to your existing turnstiles. Hardware pricing and configuration pricing for these controllers are provided in the Hardware options section below.



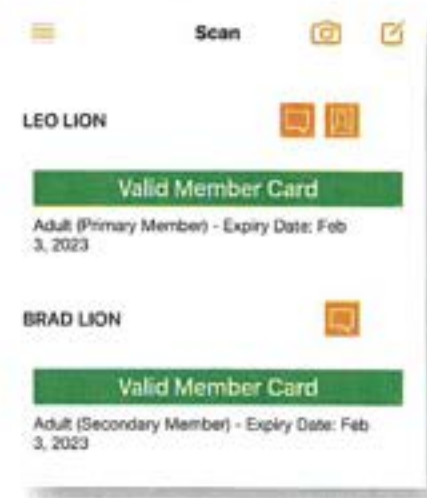
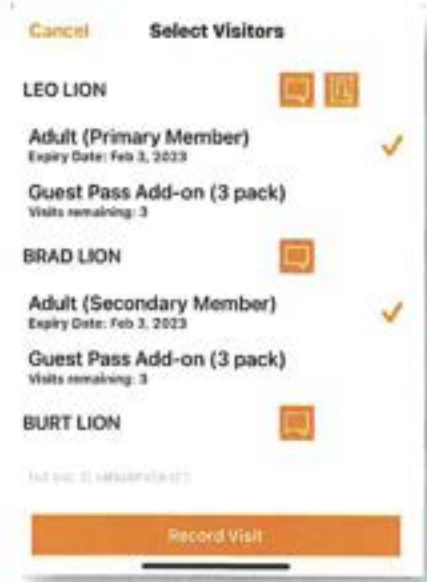
Scanning Tickets via MobiCHECK

Centaman's ticket, member card and confirmation validation app, MobiCHECK, is available via Apple's iOS operating system. MobiCHECK offers a low-cost access control solution that delivers real-time validation in Centaman.

MobiCHECK scans and validates the following types of barcodes:

- ✓ Tickets - validated against the access rules and returned as either valid or invalid
- ✓ Membership/Season Passes instantly validated
- ✓ Check-in groups or families in one process and display member details such as **photo** or **messages**
- ✓ Booking Confirmation Barcodes - which enable scanning on one barcode
- ✓ Quick view and ability to process all (or some) of the tickets on that reservation
- ✓ In addition to validating tickets, passes and bookings, the MobiCHECK App has the following features:
 - Look-up history of ticket scans
 - Ability to use in "check" mode that will validate but not record usage
 - Use the camera flash to scan in night-mode

Pair MobiCHECK with a Linea Pro sled and handle to increase battery life and improve scanning speed and ergonomics.



WordFly Integration

Centaman integrates with the WordFly email marketing tool to facilitate triggered and automatic emails from a dynamic list generated from the Centaman database. This allows customers to streamline emails including reminders for membership renewals, exclusive offers, and upcoming events. This proposal considers the continued use of WordFly by the zoo.



Creative Suite

- Responsive email editor
- Easy to use drag and drop interface
- Professional image editing & free storage
- Create personalized conditional content without knowing HTML
- Design your own reusable layouts or choose pre-built designs



Centaman Integration

- Import Centaman lists directly into WordFly
- Automatic encrypted sync of email and SMS events
- Triggered membership renewal reminders and more
- Segment lists by email events and more

Financial System Integration

Centaman integrates with several 3rd party financial solutions. RFP requirements to integrate with iNovah can be achieved by Centaman and is included in the proposal pricing.

Dynamic Pricing Integration

Centaman has the capability for variable pricing in both the webstore and Point of Sale. This valuable tool will allow the facility to maximize revenue potential, increase community accessibility and encourage attendance on specified days. Additionally, we offer an integration for automated dynamic pricing solutions with more detailed analytics, including data analysis and algorithm powered pricing. Cost for this integration can be included upon request.

Supported Credit Card Processors

Under a requirement of the RFP: *in person card payments must utilize a P2PE certified solution to Chase Paymentech to reduce the City's PCI scope and the Ability to integrate with System Innovators' iNovah, the City's Enterprise Revenue Management system, to push revenue from the Zoo into iNovah so the same financial reports can be used throughout the City. Support next day reversals from the new system through iNovah.* **Centaman can meet these needs with the current Centaman integrated providers.**

Centaman uses a tight integration with Datacap System's NETePay Solution to secure payment transactions and remove the Point-of-Sale application from needing to store or transmit credit card data.



NETePay Hosted is a comprehensive payments platform that consolidates payments and tokens across brick-and-mortar, eCommerce, mobile and unattended environments, all managed via Datacap's portal.

Processor Connection & Integration Fees

The Centaman Enterprise solution is integrated into the payment processors using payment gateways, hardware, and integrations that protect the card data and facilitate the transaction processing. These fees cover:

- ✓ Traffic and load on the payment processing API and services
- ✓ Licensing for the payment application software
- ✓ Secure PCI-Compliant vault for tokens from online sales
- ✓ Support for pin pad terminals
- ✓ Integration, certification, and compliance and maintenance fees incurred by us

Gateway & Connection Fees	Unit Price
Merchant Account Set-up Fee	\$250 one-time
Pin Pads provided through System Innovators/Bluefin	By SI/Bluefin
POS Transaction via EMV Pin Pad**	\$0.15 each
Online Transactions via Webstore	\$0.30 each
Email Receipt/Tickets from Webstore	\$0.01 each

** The minimum will be 100 transactions plus an additional 100 transactions per pin pad device.
(e.g., If customer has 2 pin pads, the minimum number of transactions per month will be 300)

Technical System Requirements

Centaman Attachment – System Architecture provides a comprehensive outline of Centaman System Configuration for On-premises Server install. Our software is also available in a hosted environment.

Centaman Attachment – Minimum Computing Requirements provides the minimum requirements for hardware and database.



Highlight of a Similar Customer

As a global organization, Centaman has implemented similar experiences at several locations including Cleveland Metroparks Zoo, Louisville Zoo, Australia Zoo, Taonga Zoo, Fresno Chaffee Zoo, John Ball Zoo, Lincoln Children's Zoo, Tulsa Zoo and many more.

Example Zoo experiences:

Riverbanks Zoo and Aquarium



Customer Since: 2012

Key Metrics: Approx. 1.2m visitors/year
 40,000 member families
 70 Point of Sale Terminals

Highlights:

- Integrated single solution with Service Systems Associates (SSA Group) utilizing Centaman in food and retail for a completely integrated POS
- Park is highly cashless with giftcard usage encouraged for all rides and add-on attractions
- Migrated to "on pass" member benefits and eliminated thousands in mailing of guest passes and coupons to members
- Roughly 96% of ticket sales for 40,000 guests were made online for their Boo at the Zoo (Halloween event) saving the park over \$60,000 in ticket costs from their previous system



Customer References

Company: Riverbanks Zoo

Contact Person at Company/Title: Tom Stringfellow / President and CEO

Telephone: (803)602-0836 **E-mail:** tstringfellow@riverbanks.org

Project Name: Centaman Enterprise

Company: Omaha's Henry Doorly Zoo & Aquarium

Contact Person at Company/Title: Jeremy Eddie / Chief Financial Officer

Telephone: (402) 738-2062 **E-mail:** jeremye@omahazoo.com

Project Name: Centaman Enterprise

Company: New York Hall of Science

Contact Person at Company/Title: Rovindra Singh

Telephone: (718) 699-0005 **E-mail:** rsingh@nysci.org

Project Name: Centaman Ascent/Outbound

Company: Como Park Zoo and Conservatory

Contact Person at Company/Title: Laura Wake Wiesner

Telephone: (651) 487-8218 **E-mail:** laura.wake.wiesner@ci.stpaul.mn.us

Project Name: Centaman Enterprise

Company: Kalahari Resorts

Contact Person at Company/Title: Greg Gogola / Corp. Director of Information Technology

Telephone: (608)-254-5299 **E-mail:** ggogola@kalahariresorts.com

Project Name: Centaman Enterprise

Timeline

Implementation Plans

We understand that transitioning to a new system is challenging. It takes time and money and can be a drain on resources that are, already, in short supply. Centaman keeps it simple and straightforward by providing:

- ✓ A comprehensive project management toolkit and checklists
- ✓ Basic configuration of the system so you do not have to be an expert on day one
- ✓ Onsite training for super-users
- ✓ Data consultants to import your existing data
- ✓ Web designers to skin your online and mobile presence to match your brand
- ✓ Onsite support for Go-Live as well as follow up training and site visits

The Centaman implementation team works closely with your Project Manager throughout the course of the project. We provide a Project Coordinator who interfaces with your Project Manager and the team. The Project coordinator remains throughout the length of the project and holds scheduled meetings with the team. The teams work together on deliverables during the project life cycle.

Timeline

Your Project Manager is responsible for leading the project plan from the client side. We recommend an 8-week project plan from inception to completion for this implementation and will work with you to ensure we are avoiding peak seasons.

Centaman is prepared to begin immediately following final agreement and acceptance of this proposal. We anticipate the contract to be executed prior to June 1, 2022.

Estimated completion time following an 8-week project plan would be August 1, 2022. We anticipate the Zoo has a Go-Live preference between September and November. Centaman is flexible and available to work with your target deadlines.

List of Subcontractors

No Subcontractors will be used or expected.

Certifications/Statements

- Attachment 3-1: Non-Collusion Affidavit
- Attachment 3-2: Non-Lobbying Certification
- Attachment 3-3: Non-Discrimination Certification
- Attachment 3-4: Agreement Statement

APPENDIX
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
SANTA ANA ZOO TICKETING SYSTEMS
RFP NO.: 22-008

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA PARKS, RECREATION AND COMMUNITY SERVICES AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

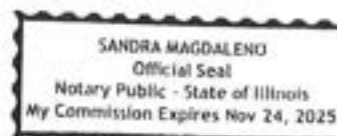


State of ~~California~~ ILLINOIS
County of COOK

Subscribed and sworn to (or affirmed) before me on this 11th day of February, 2022, by Michael J. Korbel, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Notary Public Signature

Notary Public Seal



APPENDIX
ATTACHMENT 3-2: NON-LOBBYING CERTIFICATION
CERTIFICATIONS

CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
SANTA ANA ZOO TICKETING SYSTEM
RFP NO.: 22-008

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a "Disclosure of Lobbying Activities".

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm CENTAMAN INC.
Signed and Printed Name: M. J. [Signature] MIKE KORBEL
Title PRESIDENT
Date 2/10/2022

**APPENDIX
ATTACHMENT 3-3: NON-DISCRIMINATION CERTIFICATION
CERTIFICATIONS**

**CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
SANTA ANA ZOO TICKETING SYSTEM
RFP NO.: 22-008**

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

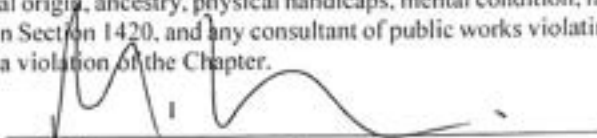
1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the

administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed:

A handwritten signature in black ink, appearing to be "M. M.", written over a horizontal line.

Title:

PRESIDENT

Firm:

CENTAMAN INC

Date:

2/10/2022

APPENDIX
ATTACHMENT 3-4: AGREEMENT STATEMENT

CITY OF SANTA ANA
REQUEST FOR PROPOSALS
FOR
SANTA ANA ZOO TICKETING SYSTEM
RFP NO.: 22-008

Proposer understands that the PROPOSER will enter into an Agreement similar to that as shown in Attachment 2, in the Appendix of this RFP. If a PROPOSER is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the CITY reserves the right to select the next most qualified PROPOSER or call for new Proposals, whichever the CITY deems most appropriate.

PROPOSER concurs to the statements in the standard agreement, with the exception of the following:

Centaman to retain all rights to IP or software & documentation.
License is not perpetual & valid only for term of agreement

Firm

CENTAMAN INC

Signed and Printed Name:

MIKE KORBZ



Title

PRESIDENT

Date

10/2/2022

Pricing Considerations

Contents

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Installation Model

Centaman offers either a hybrid solution or fully hosted. As requested, both models with pricing will be offered for comparison.

- 75% of our customers are on the hybrid model and includes an on-premises Microsoft SQL and application server with the web servers and systems hosted by Centaman in our Microsoft Azure cloud.
- The fully hosted model moves all server infrastructure to the Centaman cloud servers, reducing the need for any on-site servers. The hosting fee is an additional charge in this model to cover Centaman resources, database management, backups, security, and firewalls.

Investment Summary

Centaman breaks down a new contract into two areas: The cost for installation and training, and the Software & Subscription Fees.

Installation and Training:

Centaman offers a team of experts comprised of a Project Manager, trainer, and an operations/technical consultant to support you during each stage of the implementation. Action items during the implementation stage include Business Analysis meetings with each department, setup, and configuration for in – depth training, weekly status meetings utilizing project management scheduling tools, webstore branding, and data imports. For a standard integration without additional integrations is approximately \$24,700 investment.

Software & Subscription Fees

Centaman is licensed as a software subscription. We took the liberty to offer an example based depicted in the RFP. We have included core system, online store and Webstore hosting, and POS licenses. Our subscription fees include software licenses, support, and upgrades. Included pricing are the Kiosk license: excluded any custom development required to integrate with current Kiosk. If the Zoo opts for the purchase of kiosk, pricing included in hardware.

Breakdown of On-Premises Server Pricing Model

We have attached documentation on the server requirements for your review. If Santa Ana Zoo decides to use their own Server resources for the Centaman installation this pricing model is as follows. Pricing provided is



based on 7 Point of Sale and unlimited access gates; in addition, administrative terminals are unlimited for an on-premises solution. The Point-of-Sale numbers can be adjusted as needed.

On-Site Server Managed by Santa Ana Zoo 7 Point of Sale with Unlimited Admin users Total \$71,450.00 first year investment with an annual investment of \$15,150.00 **excludes payment gateway and transaction services fee: transaction equipment provided by System Innovators/Bluefin		
Software & Subscription Fees	Initial Fee	Total Annual investment
POS / Kiosk Enterprise Terminal Subscription (Each Point-of-Sale Terminal requires a license and allows for unlimited cashiers to use license for sales. This number of terminals are adjustable \$1,500.00 per Terminal Initial fee / \$337.50 per Terminal annually	\$10,500.00	\$2,362.50
Core Software Platform with Unlimited Admin Users: Unlimited Admin users if you have an On-Premises Server hosted by the zoo.	\$25,000.00	\$5,625.00
Standard Webstore License and Hosting Fee	\$4,800.00	\$4,800.00
Access Control	\$2,500.00	\$562.50
Custom Domain and SSL Certificate	\$1,800.00	\$1,800.00
Installation and Training		
Implementation and Training: Consisting of 2 full weeks of Training, installation and system configuration, Project Manager, webstore branding. A full breakdown of services provided Page 4.	\$25,000.00	--
iNovah integration – Flat File or API (preferred) a financial export from Centaman for iNovah	\$1,850.00	--

Onsite Recommendations:

4 servers are required for optimal system performance

ΣΘΛ Σερβερ

4 πΧΠΥσ

64 GB RAM μιν, 128 ρεχομμενδεδ

Ρεχομμενδεδ δριπες: Οπερατινγ Συστεμ, ΣΘΛ Δατα, ΣΘΛ Λογσ

Ωινδωσ Σερπερ 2019

ΣΘΛ Σερπερ 2019

Απλγατιον Σερπερ

4 πΧΠΥσ

16 GB RAM

Ρεχομμενδεδ δριπες: Οπερατινγ Συστεμ, Δατα – 100 γιγαβιπτε

Ωινδωσ Σερπερ 2019

Ωεβ.:ΑΠΠ Σερπερ

2 πΧΠΥσ

8 GB RAM

Ρεχομμενδεδ δριπες: Οπερατινγ Συστεμ, Δατα □ 80 & 60 γιγαβιπτε

Ωινδωσ Σερπερ 2019

Ενγαγε Σερπερ

4 πΧΠΥσ

16 GB RAM

Ρεχομμενδεδ δριπες: Οπερατινγ Συστεμ, Δατα – 80 & 60 γιγαβιπτε

Ωινδωσ Σερπερ 2019

Breakdown of Centaman Hosted Pricing Model

In the Centaman Hosted Model we provide examples of fees according to the number of users. This chart provides with the annual cost based on the number of users. We have provided the zoo cost based on the number of Point of Sale, in addition to the estimated number of concurrent users and additional users: we can adjust accordingly.

Centaman Hosted Environment	
Up to 7 Point of Sale, and up to 10 Concurrent Admin users,	
Total \$61,810.00 first year investment with an annual investment of \$33,022.50	
**excludes payment gateway and transaction services fee: transaction equipment provided by System Innovators/Bluefin	
Software & Subscription Fees	
POS / Kiosk Enterprise Terminal Subscription (Each Point-of-Sale Terminal requires a license and allows for unlimited cashiers to use license for sales.	Total Annual Fee
	\$13,860.00 Up to 7 Users
Admin User: These are Concurrent Users operating the backend of the system in the modules: building pricing setup events, run reports. A set number of users are allowed to login at one given time in a Centaman hosted environment.	Total Annual Fee
	\$12,000.00 Up to 10 Users
Access Control	\$2500.00 Initial Fee / \$562.50 Annual
Standard Webstore License and Hosting Fee	\$4,800.00
Custom Domain and SSL Certificate	\$1,800.00
Installation and Training	
Implementation and Training: Consisting of 2 full weeks of Training, installation and system configuration, Project Manager, webstore branding. A full breakdown of services provided.	One -Time Fee
	\$25,000.00
iNovah integration – Flat File or API (preferred) a financial export from Centaman for iNovah	\$1,850.00

Add-on Products Pricing List

As suggested in the RFP, mass emailing customers is preferred. Our WordFly integration will meet this need.

Available for both on-premises and hosted solutions.	Initial Fee	Total Annual investment
WordFly Integration 3rd Party Email Campaign	\$1,500.00	\$337.50

Detailed Installation and Training Fees

An itemized review of the Installation and fees offered in the pricing

System Installation & Preparation		Rate
Status meetings, scheduling & project co-ordination		
<i>During your project your assigned Centaman Project Manager will manage weekly status calls, walk you through our onboarding process and be available to ensure a successful implementation. Rates are for a standard project of up to 8 weeks.</i>		\$3,300.00
Business Analysis, Design and Planning (1 Day)		\$1,325.00
Installation onto Customer Servers		
<i>Install software into server environment, and test modules and integration</i>		\$2,500.00
Module & feature activation with base configuration		
<i>Our team will provision your system, apply security template, and enable the required features and components</i>		\$1,250.00
Configuration of Controllers for Alvarado Turnstiles		\$1,055.00
POS/Workstation Install: IT and System Admin Training (2-hour blocks)		\$320.00
Webstore branding to your design template		
<i>Centaman designers will take your webstore brand and mimic the elements and themes of the ticketing and reservation webstore.</i>		\$3,250.00
Training, Configuration & Consulting		Rate
Week #1 of Training - Getting Started		
<i>Get your system implementation started with a full week of training and assistance onsite with one of our experienced trainers. Get the fundamentals in-person for this intensive week.</i>		\$6,000.00
Onsite Go-Live		
<i>As you get ready for go-live this on-site week will provide your team with support for a seamless guest experience.</i>		\$6,000.00

Hardware Items

A list of hardware in the event any current hardware is not compatible or needs replaced.

Kiosks	Unit Price
Centaman Kiosk Indoor (Base Price; Pin pad not included)	\$5,995.00
Indoor Kiosk Extended Warranty - 3 Years & Onsite Tech included	\$2,500.00

Point of Sale - Standard	Unit Price
Barcode Scanner (USB/1d)	\$175.00
Cash Drawer: Heavy Duty/Standard	\$115.00
Credit Cards - EMV Pin pad (USA)	\$495.00
Credit Cards - Account Set-up Fee	\$250.00
Point of Sale Terminal - 15in Senor - i7/8GBRAM/SSD/Win10	\$1,895.00
POS Terminal: Keyboard w/Trackpad	\$85.00
POS Terminal: Wi-Fi Network	\$85.00
RFID Reader MIFARE - Desktop	\$225.00
Receipt Printer: Epson Thermal (USB)	\$445.00
Member Card Printer: Zebra ZC100 Card Printer	\$1,990.00

Point of Sale – MobiCheck Scanning	Unit Price
Scan Sled: IPODS - Barcode and RFID (Does not include Apple iPod)	\$875.00
Turnstile Controller (REA Ticket – Barcode) each ***For use with current Alvarado Turnstiles***	\$3,250.00
REA-Ticket Pole Mount (Turnstile) each ***For use with current Alvarado Turnstiles***	\$395.00

Hardware and consumables are quoted without shipping or insurance charges.

These will be added to the invoice on delivery of the items (we suggest typically to budget 3% cost for most items).

Maintenance and Helpdesk Services

By payment of the applicable annual software Fees, the Customer contracts Centaman to maintain the Software and provide Helpdesk services under these terms.

1. Definitions

The following definitions are applicable to this section of the Contract. All other terms are as defined in the General Contract Terms.

Software Upgrades and Maintenance is the provision of bug fixing, product upgrades and repair services for the Software as described in further detail in Section 3 of this Contract.

Software Support is the provision of help desk services for the Software as described in further detail in Section 4 of this License Agreement.

Reports means the reports package provided by Centaman with the installation of the Software and updated as provided by Centaman from time to time. This includes standard report template files, which the Customer or Centaman may have modified (e.g., inventory templates, tickets, pass cards), but excludes reports developed by the Customer or Custom Reports developed by Centaman. The reports included by this definition are listed in the Documentation.

Custom Reports means reports: a. developed by Centaman means any reports that have been developed for a fee or consideration by Centaman either as an initial project deliverable or as part of an ongoing professional services engagement; b. developed by Customer either as a derivative of an existing report or as a new report.

2. Scope of Services

A. Centaman provides to the Customer the Software Upgrades and Maintenance and Software Support only for the Software developed by Centaman.

B. Centaman does NOT provide Software Support for any malfunction, error, defect, or fault in the Software caused by:

- i. any malfunction, error, defect or fault in any equipment or software other than the Software provided by Centaman or
- ii. any modification to the Software not made by or on behalf of Centaman; or
- iii. installation of Third-Party hardware or software not approved in writing by Centaman; or

iv. any alteration or modification of the operating system configuration, settings, or parameters without the written consent of Centaman; or v. unstable electricity supply, flood, water, smoke, fire, heat, storm, act of God; or

vi. vandalism or malicious damage; or vii. infection of installed machine with a virus, spyware, or other malicious software.

C. The Customer agrees to manage or contract to other qualified parties the following services and to provide Centaman with the details of the Customer's solution:

i. Network infrastructure, cabling, internet access and firewall; and

ii. Hardware whether supplied by the Customer, Centaman or a 3rd party; and

iii. Microsoft network, Operating System, usernames, and system security; and

iv. Microsoft SQL Server database administration as recommended by Microsoft; and

v. Anti-virus and anti-malware for all connected hardware

vi. Back-up and Disaster Recovery including back-up of the Centaman Software, database, and configuration settings. The Customer will implement, test, manage and maintain a disaster recovery plan.

vii. Installation, configuration and troubleshooting of the Centaman Software installation onto a workstation or POS terminal.

viii. Tier 1 Support for end-users including fielding of support calls, emails, and cases from any end user of the Software and involves verification of the issue, reproducing the test case, path to resolution and documenting these findings in the case notes.

D. Custom Reports or Customer Enhancements are not included in Software Support and are not covered by the annual Fees (except where they have been included in the product development as part of the commercially available version of the Software and are provided with the Software Upgrade). Centaman offers these services for an additional Fee which may be quoted by the Account Manager and the terms of which will be on a project by- project basis.

3. Software Upgrades and Maintenance

The Customer is entitled to receive, at no additional charge, all product upgrades, and enhancements for the Software and Documentation for the components listed in the Software Licenses section of this Contract for which they have paid the annual Fees.

Testing, installation and applying Software Upgrades consumes resources for both the Customer and

Centaman. Unless required to resolve a legal or major security issue, Centaman will provide remote assistance in applying Software Upgrade to the Customer's environment, a maximum of one time per calendar year. Should

the Customer require additional Software Upgrades and require Centaman to apply these to the Customer's environment then the Customer will pay Centaman and the standard hourly rate for all assistance.

Should the Customer decline the Software Upgrade when it is available, Centaman will continue to support the existing version for a period of 18 months. Centaman will deliver all Software Upgrades such that the installation

of any future Software Upgrade will not be dependent on the Customer having previously installed all Software Upgrades.

4. Software Support

A. Centaman will provide the Customer with Software Support for Tier 2, 3 and 4 as follows:

i. **Tier 2 Support** means that the helpdesk case has been validated and the user has sort assistance from other users or the on-site system super-users. Support provided at Tier 2 is to assist the user in removing the error or making the configuration changes required to resolve the issue. If the issue is an existing one, then Tier 2 specialists find a workaround in the database and assist the Customer in applying the solution. If it is a new issue or the case requires more detailed analysis, then Tier 2 cases will be escalated to Tier 3 support.

ii. **Tier 3 Support** is provided to the Customer by a technician that is familiar with the Customer's database and implementation and able to do a detailed analysis based on their knowledge of the Customer's operation, business processes and their expertise in the Software. Tier 3 support cases will be resolved by the Tier 3 consultant or result in the issue being logged as a Bug in the Software and escalated to Tier 4.

iii. **Tier 4 Support** is a case that is a confirmed Bug in the installed executable code and is resolved in with the Software Upgrade and Maintenance outlined in clause 3.

B. Centaman will provide Software Support remotely via it's help desk call center and web portal. The Customer will provide Centaman with Remote Access to their system and details of their Remote Access Policy. Centaman will comply with the Customer's Remote Access Policy.

C. Software Support is only available for the period that the undisputed Fees have been paid. Centaman may suspend the provision of Software Support to the Customer where undisputed invoices for the Fees remain unpaid past the due date. Centaman will provide written notification to the Customer with seven (7) days' notice in the event that it chooses to suspend the Software Support under this clause 4(C).

D. Expenses: The Customer will reimburse Centaman for on-site expenses incurred for any site visits required to complete the Services , in accordance with the terms contained in this Contract.

E. Software Support will be available to all users who have undertaken training in the system and for the areas

which have been previously configured. Centaman is not obliged to provide Software Support to users who have not been provided adequate user training by either Centaman or Customer. Such users will be considered to be logging Tier 1 cases.

F. Reporting an Issue - the Customer agrees to advise Centaman by telephone or via the Centaman support portal (<https://my.centaman.io>) the precise nature of any suspected error, malfunction, or defect. The Customer agrees to provide Centaman with all relevant information upon request in order that Centaman may render the services set forth herein. Centaman does not represent or warrant the service results or that all errors, malfunctions, or defects will be corrected.

G. Definition of Severity - the Customer and Centaman agree to the following definitions of the severity or urgency of issues as outlined in this clause. Centaman agrees to provide Software Support at the times and with the responsiveness as outlined in clauses 4H and 4I based on the Customer's reasonable and accurate assignment of the severity in accordance with the following definitions:

- i. **Support Severity 1** are issues which affect the entire operation e.g., system down, cannot sell items or the issue is really stopping you from doing business.
- ii. **Support Severity 2** is when the Customer experiences a problem but is processing sales and transactions (for example, a scanner's not working, or an error appears but there is a work-around).
- iii. **Support Severity 3** is when the system's working and the request is for a configuration change, help with using the system or anything related to Reports or Custom Reports developed by Centaman.
- iv. **Support Severity 4** is requests for something that's a new feature, report, or set-up of something that's not already in the Customer's system. Severity 4 requests may fall outside the scope of the Software Support services and may require additional project or implementation resources that would be at an additional charge. Centaman will seek prior approval from the Customer for severity 4 requests that would result in an additional charge prior to providing the services.

H. Support Availability - The following table defines the availability and method support.

<u>Issue Severity</u>	<u>Time/Days Available</u>	<u>Contact Methods</u>
Severity 1	24 hours, 365 days	Phone
Severity 2 & 3	8:30am to 5pm, Monday-Friday (excl. holidays)	Phone or Web Portal
Severity 4	8:30am to 5pm, Monday-Friday (excl. holidays)	Web Portal

Centaman provides support out of their offices in Chicago and Sydney and so times reflect local times in those regions.

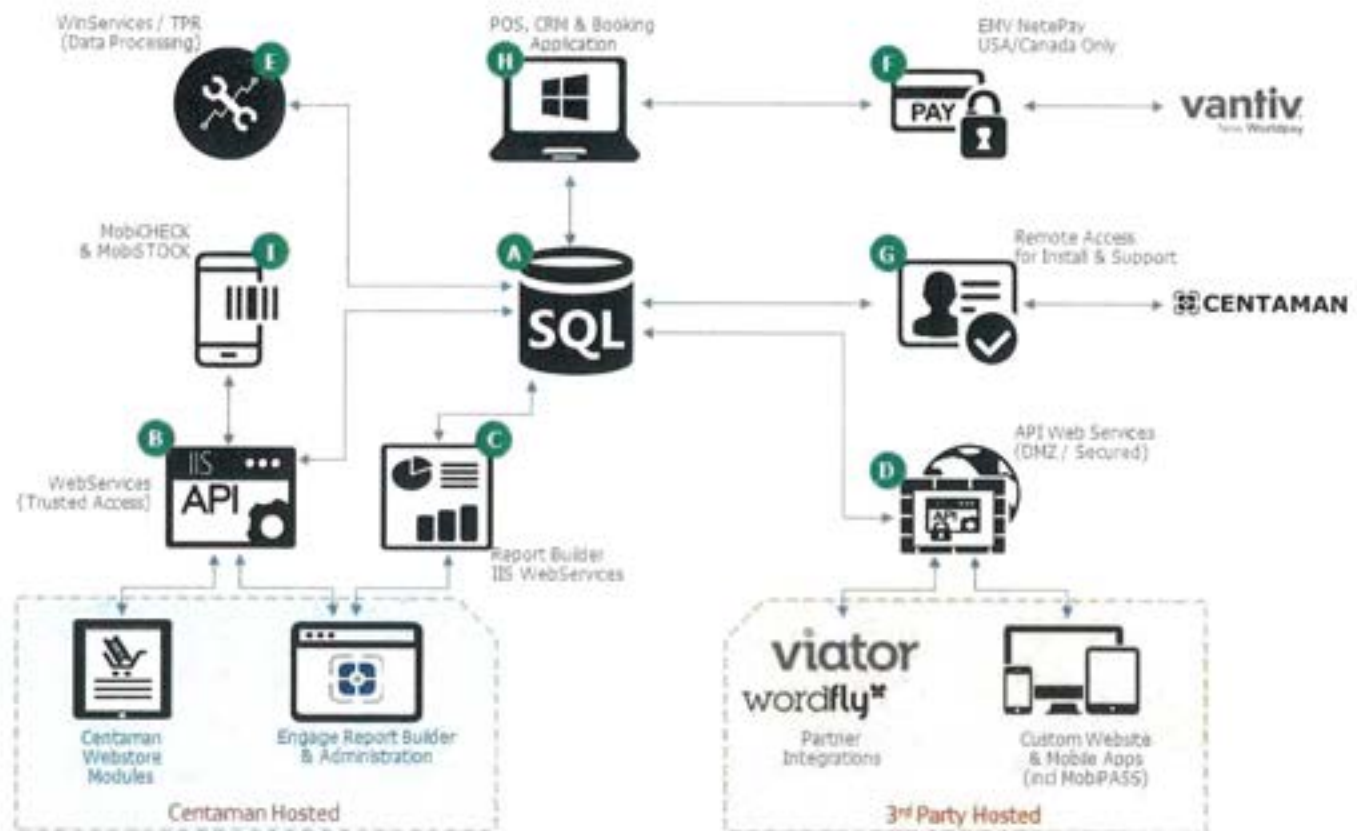
I. Response Times - Centaman will provide the following response times during the standard support hours as detailed in clause H above. 'Response Time' is defined as the time between the Customer reporting a service request and a reply or acknowledgement being provided by Centaman Help Desk. 'Business Day' refers to a normal business day (excluding Holidays).

<u>Issue Severity</u>	<u>Maximum Response Time</u>
Severity 1	2 hours
Severity 2	1 Business Day
Severity 3	5 Business Days
Severity 4	No guaranteed response time

centaman

System Architecture

The system architecture for a standard Centaman system configuration.



Minimum Computing Requirements

Workstations

RAM and Processor Speed

4GB RAM is the minimum for workstations.

Centaman recommends 8GB RAM for all workstations.

Processor speed should be as per the recommendations for the installed operating system.

Storage

A minimum of 10GB free space to install all system components. Recommended drive is an SSD or 7200 RPM or better drive.

Operating Systems

Microsoft Windows 10 Professional 64 bit Note: Centaman will not operate on Home or RT editions of operating systems.

Servers

Enterprise Architecture

A typical installation requires four servers (SQL, Application, Web & Reporting).

RAM and Processor Speed

The minimum server specifications should be based on the manufacturer specifications as governed by the operating system and SQL version to be installed on the server.

Storage for Application and SQL Database

Centaman requires a minimum of 15GB free space to install all system components. Required server hard drive space will depend on database size which will range from 10-30 Gigabytes for a small site to 30-50+ Gigabytes for a larger site. An attraction averaging 30 users and 1 million visitors can expect this to grow by 25GB per year (without archiving).

Storage for Network/File Storage

Centaman requires a single file share for storage of some network files (ticket template designs, documents etc.). This file share will require a minimum 20GB of space, and it is important that all Centaman users be provided with read/write/delete access for all files, folders, and subfolders in this location.

Server Operating System

Minimum environment is Microsoft Windows Server 2019 with Standard or Datacenter with Microsoft .NET 4.8 or later installed.

Web Server

Minimum of 10GB of free space.

SQL Version

SQL minimum supported version is 2017 Standard or Enterprise

SQL Server Licensing

Centaman requires a Microsoft SQL Database Server to operate. This application should be purchased from your IT supplier and you should use this guide should ensure that you choose the best version and edition.

Microsoft requires SQL servers that are accessible via the internet to be licensed on a per processor/core basis and per-user or per-device licensing is not suitable for this use. The Customer should check with their supplier to ensure that they are not in breach of any license terms.

EXHIBIT C

City of Santa Ana Zoo Ticketing System Implementation Summary Costs		
Software Subscriptions (Annual Ongoing Costs for First 3 Years)		
Centaman Core Admin User Subscription (SAZOO - 5 FOSAZ-9) 14	\$	16,800.00
Centaman POS/Kiosk - Enterprise Terminal Subscription (9)	\$	17,820.00
Centaman Standard Webstore License & Hosting Fee (1)	\$	4,800.00
Custom Domain and SSL Certificate (1)	\$	1,800.00
Enterprise: Access Control / MobiCHECK Server	\$	1,200.00
Total Software Subscriptions	\$	<u>42,420.00</u>
Professional Services (Including System Innovators)		
Status meetings, scheduling & project co-ordination	\$	3,200.00
iNovah Integration: Dedicated Project Manager	\$	1,200.00
Business Analysis, Design and Planning	\$	1,325.00
Data Import via Excel Template	\$	1,975.00
Installation onto Customer Servers	\$	2,500.00
Module & feature activation with base configuration	\$	1,250.00
Webstore branding to our design template	\$	3,250.00
iNovah integration: Automated Credit Card Reconciliation	\$	7,500.00
System Innovators License and Project Services	\$	30,100.00
Onsite Go-Live	\$	8,500.00
POS/Workstation Install: IT and SysAdmin Training	\$	320.00
iNovah integration: Centaman API configuration	\$	4,125.00
Onsite – GoLive / pre-GoLive Support	\$	8,500.00
Total Professional Services	\$	<u>73,745.00</u>
Hardware & Equipment		
Centaman Kiosk Outdoor	\$	12,995.00
Outdoor Kiosk Extended Warranty	\$	5,000.00
San Sled for Barcodes (3)	\$	2,085.00
Pistol Handle for Scan Sleds (3)	\$	495.00
Total Hardware & Equipment	\$	<u>20,575.00</u>
Total One-Time Costs to Centaman	\$	<u>136,740.00</u>
Annual Subscription Costs		
Annual Subscription Costs (Year 2)	\$	42,420.00
Annual Subscription Cost (Year 3)	\$	42,420.00
Total Annual Subscription Costs	\$	<u>84,840.00</u>
Total Centaman Project Costs Years 1-3	\$	221,580.00
Contingency (10%)	\$	<u>22,158.00</u>

City of Santa Ana Zoo Ticketing System Implementation Summary Costs		
Total Centaman Agreement Amount		<u>\$ 243,738.00</u>
Items of Note:		
Subscription Term for Centaman software is 3 years. Option to renew at the end of year 3 for another 5 years. If renewed, the rate will adjust by no more than the greater of 4.5% or CPI per year for the entire 5-year term.		
Implementation timeline is estimated at 8 weeks. Additional time will result in additional fees		
System Innovator's estimated costs for integration with Inovah are included in Centaman costs. The City will pay Centaman who will in turn pay System Innovators		
Credit card and gateway fees are not estimated		

Initial Term (Years 1-3)

Initial Term Cost	Initial Term Software Subscription Cost	Total
\$ 94,320.00	\$ 42,420.00	\$ 136,740.00
10% Contingency	10% Contingency	
\$ 103,752.00	\$ 46,662.00	\$ 150,414.00

Annual Subscription Costs Year 2	Annual Subscription Costs Year 3	Total
\$ 42,420.00	\$ 42,420.00	\$ 84,840.00
10% Contingency	10% Contingency	
\$ 46,662.00	\$ 46,662.00	\$ 93,324.00

Initial Term Subtotal \$ 243,738.00

Term Extension (Years 4-8 with Contingency Included)

Annual Subscription Costs Year 4	Annual Subscription Costs Year 5	Annual Subscription Costs Year 6	Annual Subscription Costs Year 7	Annual Subscription Costs Year 8	Total
\$ 42,420.00	\$ 44,328.90	\$ 46,323.70	\$ 48,408.27	\$ 50,586.64	\$ 232,067.51
With 4.5% Increase	With 4.5% Increase	With 4.5% Increase	With 4.5% Increase	With 4.5% Increase	
\$ 44,328.90	\$ 46,323.70	\$ 48,408.27	\$ 50,586.64	\$ 52,863.04	\$ 242,510.54
				10% Contingency	\$ 24,251.05
				Total	\$ 266,761.60

Term Extension Subtotal \$ 266,761.60

AGGREGATE TOTAL \$ 510,499.60







Agreement_Centaman (2022)_FINAL_10.11.22

Final Audit Report

2022-10-16

Created:	2022-10-11
By:	Emerson Frankston (EFrankston@santa-ana.org)
Status:	Signed
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"Agreement_Centaman (2022)_FINAL_10.11.22" History

-  Document created by Emerson Frankston (EFrankston@santa-ana.org)
2022-10-11 - 6:11:31 PM GMT
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2022-10-16 - 8:10:33 AM GMT
-  Signer mike.korbel@jonasticketing.com entered name at signing as Mike Korbel
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-  Document e-signed by Mike Korbel (mike.korbel@jonasticketing.com)
Signature Date: 2022-10-16 - 8:13:49 AM GMT - Time Source: server
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