



DATE: March 6, 2023

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

FROM: Alex Eichman
Chief of Golf Operations

RECOMMENDATION: Recommend approval of Resolution awarding a three-year service agreement to Club Prophet Systems, Inc., in the total amount of \$97,776.00 (\$32,592.00 per year) to provide point of sale support and other services outlined below for golf operations at the three District golf courses.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: This item was funded in the amount of \$34,000.00 in the Fiscal Year 2023 Budget. The amount of \$32,592.00 will be charged to account 80864000-701400.

BACKGROUND: Since February 2021, the District has contracted with Club Prophet Systems, Inc. for point of sale software, 24/7 support and other services to manage the day to day operations of the golf courses. Those services include private billing for outings and events, customer data tracking and profile management, email marketing and data collection, food and beverage operations modules, pro shop inventory control, mobile app creation and management, online reservation modules, accounting data and live tee times management systems for the on-site staff. Club Prophet Systems, Inc. is the industry leader for these services in which a barter payment model is not followed, meaning tee times are not exchanged for services then resold for payment. This allows our golf courses to maintain pricing integrity ensuring that rounds of golf are not being sold for deep discounts to third-party websites to extreme discount seeking golfers.

From February 2012 to November 2020, GolfNow and EZLinks were used to provide these same services. While they did provide adequate customer service and allowed the District to operate in a similar manner, tee times were given as payment for these services. GolfNow and EZLinks “owned” two tee times (eight players) per day at each course. If sold to capacity with no discounts, the annual retail value of those tee times was approximately \$111,000.00. GolfNow and EZLinks typically sold 75% of those tee times at an average discount of 65% off the retail price. This means the District received 1,500 annual rounds at extremely discounted rates.

Since we started working with Club Prophet in 2021, District golf courses have recaptured ownership of over 2,500 tee times. Although the annual cost of \$34,000.00 is relatively new to the golf budget, District golf courses have sold 85% of those now-owned tee times for \$175,000.00 since 2021.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Purchasing Manager, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR MARCH MEETING
MARCH 15, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith “A Resolution Awarding a Three-Year Contract to Club Prophet Systems, Inc. for Point of Sale Software and Support,” and request its approval.

OPERATIONS COMMITTEE:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

FINANCE COMMITTEE:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: _____

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A THREE-YEAR CONTRACT TO CLUB PROPHET SYSTEMS, INC.
FOR POINT OF SALE SOFTWARE AND SUPPORT**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to purchase point of sale software, 24/7 support, and other services to manage the day-to-day operations of the District's golf courses (the "Services"); and

WHEREAS, the Chief of Golf Operations and the Purchasing Manager have determined that the Services require personal confidence; and

WHEREAS, the Chief of Golf Operations has solicited a proposal from Club Prophet Systems, Inc. for the Services; and

WHEREAS, District staff, Purchasing Manager, Chief of Golf Operations, the Operations Committee, and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) finds that the proposal submitted by Club Prophet System, Inc. is the proposal that is most advantageous to the District; and (ii) awards a contract for the Services to Club Prophet System, Inc. (the "Contract") in the amount of \$97,776.00 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Club Prophet System, Inc. is the proposal that is most advantageous to the District; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Award of Contract. The Contract in the amount of the Contract Price in substantially the form attached hereto is hereby awarded to Club Prophet System, Inc.

Section 3. Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4. Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2023

AYES:

NAYS:

APPROVED this _____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gagnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



Feb 8, 2023

Lake County Forest Preserve
1899 West Winchester Road
Libertyville, IL 60048
USA

Dear Alex,

Included in this document, you will find the following information:

1. Monthly Software, Hardware, Installation, Setup and Training cost breakdown for you.
2. The monthly service fee agreement, which you will sign and date.
3. The ACH authorization form to complete your billing information.
4. The hardware and web service requirements.

Once we receive your complete signed agreement, we will confirm the receipt of the agreement via email and introduce you to your project manager.

If you have any questions after looking over the information, please contact me.

Sincerely,

Seth Erwin
Lead Sales Engineer

e: seth.erwin@clubprophetsystems.com

a: Club Prophet
701 Russellton Road
Cheswick, PA 15024

w: www.clubprophet.com

Prepared by: Seth Erwin

Date: Feb 8, 2023

<u>Customer Information</u>	<u>Prepared For</u>
Lake County Forest Preserve 1899 West Winchester Road Libertyville, IL 60048 USA	Alex Eichman Director of Golf Operations akeichman@pga.com

Software Service and Support is a no term monthly fee which includes software, initial training, 24/7 support and future updates. Any fees listed under Hardware, Installation, Setup and Training are one time fees:

<i>Software Service and Support</i>			
Name	Price	Qty	Total Price
Amazon Data Hosting	\$95.00	1	\$95.00
Golf POS, Inventory, Customer Management	\$120.00	3	\$360.00
Tee Sheet & Email Marketing	\$120.00	3	\$360.00
Gallus Golf App	\$113.00	3	\$339.00
CP Website - 18 Hole Public	\$149.00	3	\$447.00
Online Reservations	\$120.00	3	\$360.00
Enterprise Monthly Database Service	\$200.00	1	\$200.00
Golf POS Licenses	\$30.00	6	\$180.00
CPS Air	\$25.00	2	\$50.00
CPS Air additional license	\$25.00	5	\$125.00
F&B SnackBar License	\$25.00	3	\$75.00
Admin Licenses	\$25.00	5	\$125.00
Total:			\$2,716.00



SERVICE AGREEMENT

Revision July 23, 2022

This Club Prophet Service Agreement (“Agreement”) is made and entered into as of the date of the last signature below (“Effective Date”) by and between Club Prophet Software LLC (“Company”) and the customer named above (“Customer”). This Agreement sets forth the terms and conditions under which Company will provide its services (“Services”) to Customer.

TERMS OF SALE

1. In order for Company to reserve installation and training dates, the undersigned agrees to execute and return this Acceptance of Proposal along with payment/deposit for the hardware and first month service agreement in the amount of \$2,716.00.
2. **Monthly payments of \$\$2,716.00 will then be due starting the second month of Customer’s usage and will be auto-drafted from Customer’s checking account.
3. Contract term shall be a 3 year term through December 31, 2025.
4. The Client shall be solely responsible for and agrees to pay, indemnify, and hold Company harmless from any and all sales, use, communications, excise, or similar tax or duty, and any other tax not based on Company’s net income, including penalties and interest and any associated professional fees, and all other imposts levied upon or chargeable with respect to the use, license, sale, or delivery of the services or other deliverables in respect of this Agreement, and any costs associated with the collection or withholding of any of the foregoing items.
5. The monthly payments will remain constant for one year as long as Customer continues to use Company’s Services.
 - A. Any additional software modules will have an additional monthly service fee.
 - B. Software customizations will be considered on a case-by-case basis and will be an additional fee.
 - C. After the first year, Company reserves the right to raise the monthly software fee. That increase will be limited to 3% per year
6. Monthly Service Fee includes:
 - a. The right to install and use the number of SAAS licenses for the Company Modules licensed.
 - b. Unlimited technical support on business days from 8:00am to 7:00pm eastern time.
 - c. Emergency support when the support office is closed with typical response within 15 minutes.
 - d. Customer retains ownership of the data collected with Company’s products.

Initial

TERM AND TERMINATION

1. This Agreement shall automatically renew for successive one (1) month renewal terms through December 31, 2025.
2. Either party may terminate this Agreement if the other party breaches any term of this Agreement in any material respect and the breaching party fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party.
3. Upon any expiration or termination of this Agreement, Customer shall immediately cease using the Services and return to Company any materials supplied by Company in connection with the Services. All terms of this Agreement which should reasonably survive termination of the Agreement shall survive such termination.



SERVICE AGREEMENT

CUSTOMER RESPONSIBILITIES

1. Customer agrees to assign a Project Manager responsible for the coordination of the installation, compiling of data, and training under this agreement.
2. Customer has reviewed Company's Hardware Minimum Requirements (Exhibit B) and acknowledges that all PCs and peripheral hardware meet Company's Hardware Minimum Requirements.
3. Customer acknowledges that Club Prophet offers specific PCI Organization - PA-DSS Validated credit card integrations. A PA-DSS Validated payment application is a core requirement for Customer to establish a PCI-Compliant environment for processing credit cards. Options vary by country and these validations may dictate hardware requirements and compatible processing platforms. Additional integration fees may apply. Customer is solely responsible for compliance with applicable PCI-DSS requirements; Club Prophet has no obligation to assist with PCI-DSS requirements in any way. Any assistance provided by Club Prophet, or by Club Prophet's employees, contractors, agents, representatives or other related persons, at the request of Customer, is provided without warranty or liability.
4. Customer will be responsible for hiring a qualified network company to install, set up, and cable the necessary networking components of computers. This work is to include cabling, network configuration, hubs/switches, computer installation, monitor and printer set up, and all other standard "off the shelf" peripherals. Company will not support our software on generic, home-built PCs or on networks that do not meet the specifications listed in Exhibit B.
5. Customer is responsible for reconciling all credit card transactions with Company reporting and Customer's bank deposits. Company will not be responsible or liable for any discrepancies that were not reported to Company within 10 business days of the transaction or any discrepancies that were caused by the lack of Customer's reconciliation between Company, the Terminal, and the Customer's bank deposit.
6. In the event that Customer chooses to use the email and/or the SMS features, Customer represents and warrants that Customer has a current relationship with each person to whom an email or text message is to be sent. Customer is solely responsible for ensuring that the email and/or SMS feature(s) are utilized in a manner that complies with local, state, and federal laws, rules and regulations. This includes, but is not limited to, compliance with applicable email and telemarketing laws such as the CAN-SPAM Act and Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, the EU ePrivacy Regulation, and comparable state laws. Moreover, Customer represents and warrants that each person to whom an email and/or text message is to be sent has specifically granted Customer permission to do so by whatever technology Customer chooses; and opt-outs are provided pursuant to applicable law, rule or regulation. Customer is responsible for the content and will be identified as the sender of each email and/or text message sent on Customer's behalf. Customer acknowledges that Customer is responsible for obtaining any and all permissions required to use the Software's email and/or SMS features.
7. Customer agrees to abide by this Agreement and all applicable laws and regulations, including but not limited to Title III of the Americans with Disabilities Act ("ADA") and New York's state and city level Human Rights Act, and California's Unruh Civil Rights Act and Consumer Privacy Act. Customer agrees not to transfer, use or export the services in violation of any laws or regulations of any government or governmental agency.

Initial

TRAINING

1. Initial training includes specified days (8 hours/day) of onsite training per the Training, Installation and Setup section in the quote above.

Note: Any training over the allotted hours stated in the agreement may result in a \$50/per hour fee.



SERVICE AGREEMENT

2. Additional on-site and/or remote training can be scheduled and is available at a daily rate of \$800 plus expenses for on-site training or \$100 per hour for remote training.
3. All pass-through expenses for travel, shipping, tax, etc., (See Exhibit A) that are associated with the cost of training and installation, will be billed upon the completion of training and installation and will be due within ten (10) days of the invoice date.
4. Standard Training is included. However Premium Training / Travel Applies as follows:
 - a. IF the training dates require the trainer to Travel on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
 - b. IF Training is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

Initial

OWNERSHIP

Customer acknowledges that Company owns all right, title and interest in and to: (i) the Services; and (ii) all copyrights, patent rights, trade secret rights and other proprietary rights relating to the Services and any materials related to such Services, including without limitation rights in software, scripts, utilities, tools, business processes and methodologies. Customer obtains no right, title or interest in the Services other than the limited license granted in Grant of Access above. Documentation furnished by Company in connection with the Services may not be reproduced, modified, or otherwise used without the express prior written consent of Company.

CONFIDENTIAL INFORMATION

Company, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the Customer as confidential information ("Confidential Information"). The Company shall not, except as expressly provided in this Agreement, disclose, communicate or divulge to another, or permit the disclosure, communication or divulgence to another, or use for the Company's own benefit or the benefit of another, any such Confidential Information. Customer hereby grants to Company the right to store, access and manipulate all data, information and communications sent or entered by Customer while accessing the Services, or which Customer supplies to Company for processing ("Customer Data"), solely for Customer's benefit, to the extent necessary for Company to provide use of the Services to Customer.

LIMITED LIABILITY

COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES IS AND REMAINS WITH CUSTOMER. COMPANY FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATED TO ANY CONFIGURATION, REPAIR, UPDATE, INSTALLATION OR OTHER WORK DONE ON THE CUSTOMER'S PREMISES BY AN EMPLOYEE, CONTRACTOR, AGENT, OR OTHER THIRD PARTY OF OR UNDER CONTRACT WITH COMPANY.

COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE THE AMOUNT OF THE CUSTOMER'S CURRENT MONTH SERVICE FEE. EXCEPT AS STATED IN THE PRECEDING SENTENCE, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, GENERAL, COMPENSATORY, CONSEQUENTIAL



SERVICE AGREEMENT

AND/OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CERTAIN CASES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

MISCELLANEOUS

Choice of Law and Jury Trial Waiver. The validity, terms, performance and enforcement of this Agreement will be governed and construed by its provisions and in accordance with the laws of the State of Delaware and the United States of America (without regard to conflicts of laws principles). Customer hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each party irrevocably waives any objection, including any objection based upon the grounds of forum non-conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement. **THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.**

Force Majeure. Company shall not be deemed to be in default under this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, terrorist acts, strikes or other labor disputes, communications or utility failures, fires, laws, regulations, acts, or orders of any governmental body, agency or official, or any other circumstances beyond Company's reasonable control.

Waiver. The failure of either party to take any action or to demand compliance with the terms of this Agreement will not be deemed a waiver of any right or remedy of any party to this Agreement. No waiver, amendment, modification or termination of this Agreement will be binding on either party unless it is in writing and is signed by the one to be charged.

Notices. Notices, demands, requests or other communications which are given or required pursuant to this Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third party courier) or facsimile or email, confirmed receipt, to the address of the receiving party as identified on the Cover Page.

Assignment. Customer may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Company, which consent will not be unreasonably withheld. Any attempted assignment or transfer in violation of this Section will be void and of no force or effect. The benefits and duties of this Agreement are assignable by Company, and upon an assignment of the benefits and duties of this Agreement by Company, Company shall have no further liability or obligation under this Agreement.

Recommendation Responsibility. Any recommendations made by Company regarding third party hardware or software products are based on Company's subjective experience, and Customer is solely responsible for evaluating such products and confirming they meet Customer's requirements prior to license or purchase. Company shall have no liability with respect to any such recommendations.

Severability. If any term or provision of this Agreement or the application of such term or provision to any person, entity or circumstance, is held invalid or unenforceable, the remainder of this Agreement will be unaffected. Each remaining term or provision of this Agreement will be valid and enforced to the fullest extent permitted by law.



SERVICE AGREEMENT

Complete Agreement and Execution. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all contemporaneous and prior oral or written agreements, commitments, purchase orders, negotiations or understandings with respect to the matters provided for herein. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

ACCEPTANCE OF PROPOSAL

By initialing above and signing below, I imply my understanding and acceptance of each point set forth by Company.

Customer: Lake County Forest Preserve

Company: Club Prophet Software LLC

Legal Business Name

By: _____

By: Seth Erwin

Name: _____

Name: Seth Erwin

Title: _____

Title: Lead Sales Engineer

Date: _____

Date: Feb 8, 2023

CLUB PROPHET
ACH AUTHORIZATION AGREEMENT – US

CUSTOMER NAME :

Lake County Forest Preserve

TELEPHONE # :

BANK NAME :

BANK ADDRESS :

BANK ROUTING # :

BANK ACCOUNT # :

I/We authorize **Pro-Shopkeeper Computer Software Company DBA Club Prophet Systems** to begin deductions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Club Prophet Systems account. Regular monthly payments for the full amount of services will be debited to my account on the 10th day of each month. Club Prophet Systems will provide 7 days' notice for the amount of each debit. This authority remains in effect until Club Prophet Systems has received written notification from me of change or termination.

ONE-TIME DEPOSIT \$

MONTHLY SERVICE FEE \$

SIGNATURE OF ACCOUNT HOLDER :

PRINT NAME :

DATE :

EMAIL (for monthly billing statements) :

PLEASE RETURN FORM TO:

Club Prophet Systems

kate@clubprophetsystems.com

Fax: 724.274.0387

Questions: 1.800.793.1872 x7006

Club Prophet

Pass Through Expenses

(Exhibit A)

With each installation, Club Prophet incurs certain pass-through expenses. All pass-through expenses are billed to the customer at cost.

Pass through expenses include but are not limited to:

- AIRFARE
 - Coach Class
 - Reasonable Travel Time-of-Day
 - Twenty-One (21) Day Advance Purchase Rates When Available
 - Airport Parking or Taxi/Uber fees.

- GROUND TRANSPORTATION
 - Mid-Size Automobile Rates
 - Parking and Tolls
 - Gasoline
 - Cab Fares (If Applicable)

- HOTEL LODGING
 - Reasonable Full Service Hotels (or comparable housing provided by club)

- FOOD / TELEPHONE / MISCELLANEOUS

- ALL SHIPPING EXPENSES
 - Equipment/Hardware
 - Software
 - Overnight Shipping

- TRAINER COMPENSATION
 - Premium Training/Travel Rates**

** Regular Training is included. However Premium Training / Travel Applies as follows:

- IF the training dates require the trainer to **Travel** on a weekend or holiday, (i.e., must travel Sunday to start training Monday morning) then there is \$125.00/day charge for weekend travel.
- IF **Training** is required on a weekend or holiday (i.e., Saturday training), there is a \$250.00/day charge for weekend training.

Club Prophet Hardware Requirements – 1/15/2022

Club Prophet is not responsible for system performance if the required specifications are not met.

Data Server that has 6 or more POS Stations connected:

Minimum Specification	Recommended Specification
Intel Xeon Quad Core 2012+ Microsoft Windows Server 2012+ (64-bit) 8+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2012+ R2 Standard Edition, Workgroup or Enterprise Offsite data backup Antivirus software	Intel Xeon Quad Core 2018+ Microsoft Windows Server 2019 (64-bit) 32+ GB of Installed Memory Available HD space, 40Gb+ MSSQL 2019 Standard Edition, Workgroup or Enterprise Mirrored Raid Configuration and offsite data backup Antivirus software

POS Stations

Minimum Specification	Recommended Specification
Intel Core i5 2012+ Microsoft Windows 10 Pro (64-bit) 8+ GB of Installed Memory Available HD space 10Gb+ Wired Network Connectivity Antivirus software	Intel Core i7 2018+ Microsoft Windows 10 Pro (64-bit) 16+ GB of Installed Memory Solid State HD, 256Gb+ with 10Gb+ available HD space Wired Network Connectivity Antivirus software

Peripheral Hardware:

- Thermal Receipt Printers supported: Citizen CTS2000 (USB Only), Epson TM-T88IV or newer (USB only)
- Impact Printers supported (for remote kitchen printing): Epson TM-U200 series (Ethernet only)
- Cash Drawers Supported: APG-320 Cash Drawer, MMF Cash Drawer
- Epson Intelligent Printers for iPad Printing: TM-T88VI
- Barcode Scanners Supported: Symbol, PSC, Metrologic, Socket Mobile S700 Bluetooth
- Barcode Printer Supported: Zebra ZD410
- Windows Bluetooth Printer: Citizen CMP-30LBTU
- Touch Screen Monitors supported: minimum LCD size 15"
- Pole Displays: Logic Controls PD3000 (USB)
- Credit Card Devices (Devices are processor specific. Please talk to a Sales Representative prior to purchasing) : Ingenico iSC250, Ingenico iPP320, PAX S300,, Lane 3000, Lane 5000, Desk 3500, Move 5000, DewjavooZ11, USB non encrypted Magtek keyboard emulation
- Card printer: Zebra ZXP Series 3 or Fargo DTC410
- CPSair/CPSgo: iPad running iOS 12 or newer with Infinea Tab M Sled (cellular data usage < 500MB a month) (USB-C port iPads are NOT supported for credit card swipe hardware at this time)
- CPSiv: Apple TV 4th gen or newer
- iOS Bluetooth Printer: Epson TM-P20
- iCPS Stock App: iPod Touch 5th Gen or newer on iOS 9 or newer with Linea Pro 5 Sled with 2D scanner

Web Server notes:

- Windows 10 Pro has a 20 connection limit, CPS recommends Server OS if hosting multiple web products (ORES, OBILL, API, 3Party, Etc.) <https://bit.ly/2XKSIPw>
- Available HD space 10GB+

Offsite data notes:

- Internet speeds directly affect system performance when the central database is hosted offsite or AWS
- The total number of computers sharing an internet connection directly affects the availability of bandwidth
- Using various online speed tests (<https://speedof.me>) CP recommends 5mb up/down availability for normal use (2-3 POS) with more bandwidth available for additional terminals and modules (ORES, API, 3Party, etc.)



Web Interface Services Requirements

If you are using an external web service application, Web Store, Online Reservations, Remote License or any service that requires Web Services, the following requirements need to be met prior to our installation/setup.

****You will need an IT Professional to set up these requirements.****

1. A **public and static** IP address. Your internet service provider can tell you if you have a static or dynamic IP address. If it's dynamic, you will need to ask your internet service provider to set you up with a **static** IP address.
2. Port 80 (or other port) needs to be open and forwarded to your web server. Depending on the brand of router that you have, it may be called NAT Translation. **Please provide a screen shot of www.canyouseeme.org website showing the successful open port connection test on the web server.** This screen shot will show the public static IP address and show the opened port you are using.
3. For PCI Compliance, you need to have a web server that is separate from your data server. You will need to use a different computer than your server to control traffic from the web. This machine can be one of your client machines that you are already using with our software.
4. Send this information along with your IT Professional's contact information to Lee Hanyo, Project Manager: lee@clubprophetsystems.com
5. If you have any questions regarding the information listed above, please contact Lee Hanyo, Project Manager at 800.793.1872 (Option 1) or email lee@clubprophetsystems.com

Consultant Disclosure Statement



Lake County
Forest Preserves

Year
2023

INSTRUCTIONS FOR USE:

Completion of the Consultant Disclosure Statement is required if:

- 1. You are purchasing professional services from a Consultant/Vendor (either (a) in conjunction with products or goods (e.g., the actual software) or (b) not in conjunction with products or goods),
- 2. That purchase is through either (a) a new contract with a contract price that exceeds \$30,000.00 or (b) a change order that requires Board approval, and
- 3. You are not seeking competitive bids, but relying on the "personal confidence" exception, then the vendor is a "Consultant" who must complete a consultant disclosure form.

A Consultant/Vendor must submit a Consultant Disclosure form EACH time it submits a proposal for a purchase described in 1-3 above.

District staff to complete the information below.

Consultant to review and complete the remainder of the Disclosure Statement, sign and submit.

Consultant Disclosure Statement

Each Consultant (***bold/italicized*** words are defined in Section II below) proposing to perform ***Covered Services*** for the Lake County Forest Preserve District (the "District") is required, by the District's Purchasing Policy, to complete this form and make disclosures (i) on its behalf, unless it is a ***Publicly Traded Consultant***, (ii) on behalf of its ***Disclosure-Covered Owners***, unless it is a ***Publicly Traded Consultant***, and (iii) on behalf of its ***Disclosure-Covered Employees***, even if it is a ***Publicly Traded Consultant***. If ***Consultant*** is a ***Publicly Traded Consultant***, please complete Sections I, III, and V. If ***Consultant*** is not a ***Publicly Traded Consultant***, please complete Sections I, IV, and V.

I. Identification of Consultant and Related Parties:

Consultant Name:

*
CLUB PROPHET LLC

Consultant Address:

*
701 Russelton Road Cheswick PA 15024

Person Certifying Statement for Consultant, including Phone # and Email Address:

*
Seth Erwin - 724-510-0526 - seth@clubprophet.com

Covered Services

Golf POS renewal

Names of Disclosure-Covered Owners (if none, please insert "N/A"):

N/A

IV. Required Disclosures for Consultants that are Not Publicly Traded Consultants:

a) **Campaign Contribution Disclosure:** Please disclose each *Campaign Contribution* made by your *Disclosure-Covered Owners* or *Disclosure-Covered Employees* to the following persons/entities within the two (2) years preceding the date on which the *Consultant's* proposal for *Covered Services* was submitted to the District:

- i. a Lake County Board member in his or her capacity as either a County Board member, a District Commissioner, or both, or
- ii. a *Candidate Political Committee* of a Lake County Board member

Donor Disclosure–Covered Owner or Disclosure–Covered Employee	Recipient	Description (cash, item, in-kind service, etc.)	Amount/Value	Date Made


b) **Familial Relationship Disclosure:** Please disclose each *Family Member* of your *Disclosure-Covered Owner* or *Disclosure-Covered Employee* who is either a District Commissioner or employed by the District as an Executive Director, Chief Operations Officer, Department Director, or Manager

Name of Family Member	Family Member's Position with District	Name of Disclosure–Covered Owner or Disclosure–Covered Employee Related to Family Member	Relationship of Disclosure–Covered owner or Disclosure Covered Employee to Family Member

V. Consultant Certification and Signature:

By signing below, I certify that (i) I am authorized to make the disclosures above on behalf of *Consultant, Consultant's Disclosure-Covered Owners, and Consultant's Disclosure-Covered Employees*, (ii) I have read and understand this Consultant Disclosure Statement, (iii) the above disclosures are accurate and complete, to the best of my knowledge after making reasonable inquiry, and (iv) my signature below, if electronic, is intended to authenticate this writing and to have the same force and effect as a manual signature.

Name/Signature



Date *

02/10/2023