

CONTRACT

FOR

PUBLIC MASS NOTIFICATION SYSTEM

WITH

THE NTI GROUP, INC.

Contract

Recitals.....	4
Articles.....	4
Definitions.....	4

General Terms and Conditions

A. Governing Law and Venue	4
B. Entire Contract.....	4
C. Amendments.....	5
D. Taxes	5
E. Delivery	5
F. Acceptance/Payment.....	5
G. Warranty.....	5
H. Patent/Copyright Material/Propriety Infringement	6
I. Assignment or Sub-contracting.....	6
J. Non-Discrimination	6
K. Termination	7
L. Consent to Breach not Waiver	7
M. Remedies Not Exclusive.....	7
N. Independent Contractor	7
O. Performance	7
P. Indemnification/Insurance	7
Q. Bills and Liens.....	10
R. Changes	10
S. Change of Ownership	10
T. Force Majeure.....	10
U. Confidentiality	10
V. Compliance with Laws	10
W. Freight	10
X. Pricing	10
Y. Waiver of Jury Trial	11
Z. Terms and Conditions	11
AA. Headings.....	11
BB. Severability	11
CC. Calendar Day	11
DD. Attorney Fees	11
EE. Interpretation	11
FF. Authority.....	11
GG. Employee Eligibility Verification	11

Additional Terms and Conditions

1. Scope of Contract	12
2. Term of Contract	12
3. Fiscal Appropriations	12
4. Precedence.....	12
5. Compensation	12
6. Project Manager – County/Contractor.....	12
7. Contractor Personnel	12
8. Reports/Meetings.....	13

9. Contractor's Records	13
10. Conflict of Interest – Contractor.	13
11. Ownership of Documents	13
12. Data-Title to.....	13
13. Breach of Contract.....	13
14. Contract Disputes.	14
15. Stop Work.....	14
16. Termination – Orderly	14
17. Notices.....	14
18. Incorporation	15
19. Usage	15
20. Audits/Inspections	15
21. Conditions Affecting Work	16
22. Documentation.....	16
23. Contractor's Expense.....	16
24. Gratuities	16
25. Authorization Warranty	16
26. News/Information Release.....	16
27. County of Orange Child Support Enforcement Requirements	16
28. Publication	17
29. Errors and Omissions.....	17
30. Web Link	17
31. Security.....	17
32. Transmission of Messages; Data	18
33. Limitation of Liability	18
34. Cooperative Agreement.....	18
Contract Signature Page.....	19

Attachments

A. Scope of Work	20
B. Cost/Compensation for Contractor Services	24
C. Staffing Plan	26
D. Implementation Plan/Project Schedule.....	27
E. Support Services	37
F. Acceptance and Testing Procedures	38
G. Training	40

Exhibits

I. Blank County of Orange Child Support Enforcement Certification Requirements Form	41
---	----

CONTRACT

This Agreement, (hereinafter referred to as "Contract"), to provide a Public Mass Notification System, made and entered into as of the date fully executed by and between The NTI Group, Inc., with a place of business at 15301 Ventura Blvd., Building B, Suite 300, Sherman Oaks, CA 91403, (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") which may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide a Public Mass Notification System, as further set forth herein; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract to obtain a Public Mass Notification System;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

Definitions:

1. Update. The term "Update" shall mean any bugs, patches, fixes, enhancements, improvements to the system.
2. Upgrade. The term "Upgrade" shall mean platform changes, addition of new modules or new integration points or the creation of new versions.
3. Documentation. The term "Documentation" shall mean all written and electronic manuals, training material, or other associated printed materials and updated versions thereof, which are necessary or useful to the County in its use of the Solution provided hereunder
4. Solution. The term "Solution" shall mean the entire Public Mass Notification Solution, inclusive of system access, training, documentation, and support.

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, and its Attachments, which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or Services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, acceptance of the Public Mass Notification Solution shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, including but not limited to the testing set forth in accordance with Attachment F for the Software. In the event that this Contract is terminated by County prior to acceptance of the Software, County shall return the Software to Contractor and shall not be required to pay any charges, fee, rates, hourly bills, invoices or any other monies for any services rendered to the County under this Contract prior to the date of termination. County agrees that it may not utilize the Public Mass Notification Solution for any purpose other than testing unless it has provided its acceptance in accordance with this paragraph.
- G. **Warranty:** Contractor represents and warrants that the CTY Service will perform in a commercially reasonable and professional manner and will conform substantially to the description of the service as described in Section 1. The County accepts that the CTY Service is not intended to replace notification to First Responder services (such as, for example purposes only, 911, fire, police, emergency medical, and public health), which should have already been notified and deployed. Moreover, the County accepts that the CTY Service is not designed for use in any situation where failure of the CTY Service could lead to death, personal injury, or damage to property. Contractor will use commercially reasonable efforts to assure that the CTY Service remains available for access by County twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, excluding scheduled maintenance. In the event the CTY Service experiences unscheduled unavailability, Contractor will notify the party/parties responsible within twenty-four (24) hours and cooperate with the party/parties to resolve such problem as soon as possible. In the event that the CTY Service fails to comply with the above warranty, the County shall promptly inform Contractor of such fact, and Contractor, upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the CTY Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the County ("Cure Period"). In the event that such repair or replacement cannot be done within the Cure Period, then the County, at its sole option, may either: (i) extend the time for Contractor to correct such breach, if correction is commercially reasonable; or (ii) terminate the Contract, in which case, in addition to any other right or remedy the County may have, Contractor shall refund to the County the prorated sum of monies paid but not utilized hereunder.
- a. Contractor will have no obligation with respect to the foregoing limited warranty to the extent the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the CTY Service by the County or a third party, or a breach by the County of its obligations under this Contract. Nor will Contractor be responsible for delays, errors, failures to perform, interruptions or disruptions in the services contemplated under this Contract caused by or resulting from any act, omission or condition beyond Contractor's reasonable control, whether or not foreseeable or identified, including without limitation, the loss of, or improper access to Recipient Data, unauthorized access or interception of such data, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, strikes, lockouts, riots, acts of war, governmental regulations, shortage of equipment,

materials or supplies, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the County's, a User's or any third party's applications, hardware, software or communications equipment or facilities.

- b. Except as expressly stated otherwise in this Contract, the CTY Service is provided "AS IS" with no guarantee that it is error free, will perform or be uninterrupted, or that defects can or will be corrected. Contractor makes no warranties, express or implied, with respect to the CTY Service, including without limitation, in connection with third party applications, and Contractor specifically disclaims all other warranties regarding the CTY Service including any implied warranties of merchantability or fitness for a particular purpose, or any warranties arising from a course of dealing, course of performance, usage of the trade or trade practice.

H. Patent/Copyright Materials/Proprietary Infringement: Contractor will defend or settle any action brought against the County to the extent that it is based upon a claim that the CTY Service, as provided by Contractor to the County under this Contract and used within the scope of this Contract, infringes any copyright, trade secret, U.S. patent or other proprietary right. Contractor's obligations hereunder are contingent on the following conditions:

1. The County must notify Contractor in writing promptly after County becomes aware of a claim or the possibility thereof; and
2. The County will cooperate with Contractor in the settlement, compromise, negotiation, and defense of any such action. Contractor will reimburse County for reasonable out of pocket expenses that it incurs providing that assistance; and
3. The County must provide Contractor with all information related to the action that is reasonably requested by Contractor; and
4. If as a result of an infringement claim the County's use of some or of all the CTY Service is enjoined by a court of competent jurisdiction, Contractor will at its option and at expense either:
 - a. Modify or replace either all or the infringing part(s) of the CTY Service so that they are no longer infringing, provided that the so modified CTY Service is functionally equivalent in all material respects to the infringing parts of the CTY Service; or
 - b. Procure the right for Contractor to continue using the infringing part of the CTY Service; or
 - c. If neither of the foregoing options is available to Contractor using commercially reasonable efforts, Contractor will terminate the Contract and promptly refund to the County all amounts paid by the County to Contractor, with respect to such affected service.
5. Contractor shall not be liable hereunder for any settlement made by County without Contractor's advance written approval or for any award from any action in which Contractor was not granted control of the defense.

I. Assignment or Sub-contracting: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. Termination:

Termination for Convenience. The County can terminate this Contract for convenience by giving Contractor thirty (30) days prior written notice of termination, provided, however, that, the County agrees that in the event of such Termination for Convenience, the County will pay to Contractor all costs incurred by the Contractor and accepted by County in providing the CTY Service to the County to the date of such termination. These costs will specifically include one hundred percent of the cost incurred by the Contractor for licensing data to the County, and any other verified costs incurred by Contractor, which will be prorated to the date of termination, provided however, that the aggregate of such costs will not exceed the annual Service Fee.

Termination With Cause. Either party may terminate the Contract in the event of a material breach by the other party, which breach remains uncured for ten (10) days following written notice to the breaching party. In the event of a termination by County for an uncured material breach, the County will receive a pro rata refund of any amounts paid but not utilized hereunder.

L. Consent to Breach Not Waiver: No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. Remedies Not Exclusive: The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

N. Independent Contractor: Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.

O. Performance: Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. Indemnification/Insurance:

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract, as specified in Attachment A, Scope of Work. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "claims made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers'

Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claim made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- Contractor Information:** The County will maintain the confidentiality of Contractor Data, the CTY Service, Account Information, training materials, and the member pages of the Contractor Website (collectively, "Contractor Information") with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care, provided, however, that, the County may disclose Confidential Information to the extent required by law or in response to a written Public Records Request under California Law. In the event that disclosure is mandated, each Party agrees to provide notice to the other prior to such disclosure together with a list and copies of, all documents that will be disclosed.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney’s fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract, including Attachments, specifies the contractual terms and conditions by which Contractor shall provide County a Public Mass Notification Solution under a fixed price contract for services as further set forth in this Contract.
2. **Term of Contract:** The initial term of this Contract is for three (3) years effective on the date execution is completed by both Parties, continuing for three (3) years from that date, unless terminated by County. Contract may be renewed for up to two (2) additional one-year, consecutive terms, upon mutual agreement of the Parties. County is not required to provide a reason, or rationale in the event it elects not to renew the Contract. Approvals are subject to approval by the County Board of Supervisors.
3. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
4. **Precedence:** The Contract documents consist of this Contract including its Attachments. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments.
5. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
6. **County and Contractor Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract ("County Project Manager"). The County Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract ("Contractor Project Manager"). Contractor Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County Project Manager. The County Project Manager shall have the right to require the removal and replacement of the Contractor Project Manager from providing services to the County under this Contract. The County Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor Project Manager from providing services to the County under this Contract.

7. **Contractor Personnel:** In addition to the rights set forth in paragraph 6, the County Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County Project Manager shall notify the Contractor Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.

8. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of four years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.
10. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, relatives, sub-tier Contractors, and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.
11. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

The County acknowledges and accepts that the Connect-CTY Service ("CTY Service") and all documents, data, and other materials provided by Contractor to the County pursuant to the provision of the CTY Service are not purchased or developed with County funds. Accordingly, nothing in this Contract grants or transfers to the County any ownership rights in the foregoing materials. However, any materials provided by the County to Contractor pursuant to the provision of the CTY Service, will belong to the County.

12. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
13. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 1. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and
 2. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 3. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and

4. County may terminate the Contract immediately without penalty.

14. **Contract Disputes:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

15. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either
 1. Cancel the stop work order; or
 2. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by County.
16. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
17. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid

registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

The NTI Group, Inc.
15301 Ventura Blvd., Bldg. B, Suite 300
Sherman Oaks, CA 91403
Attn: Daniel Petersen
Phone: 818-808-1452

For County:

County of Orange
CEO/IT/Finance & Contracts
1501 E. St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Barbara Voelkel
Deputy Purchasing Agent
714-834-7144
714-796-8416 Fax

18. **Incorporation:** This Contract, its Attachments A through G, are attached hereto and incorporated by reference and made a part of this Contract.
19. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
20. **Audits/Inspections:**
Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

21. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
22. **Documentation:** The Contractor shall provide County with and maintain two (2) copies of a comprehensive Solution Documentation manual designed to document the Software functions, guide trained users and train future users as well as providing technical specifications to allow Software and Solution management by County staff.

The Contractor further agrees that the County may reproduce such manuals for its own use in maintaining the Software Products provided hereunder. The County agrees to include the Contractor's copyright notice on any such documentation reproduced in accordance with copyright instructions to be provided by the Contractor.

Failure to supply the requested user manuals and other associated printed materials shall be considered a material breach. County may immediately terminate without penalty.

23. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.
24. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
25. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
26. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
27. **County of Orange Child Support Enforcement Requirements (Exhibit I – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 28. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.
- 29. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 30. **Web Link:** Contractor grants to the County a limited non-exclusive, royalty-free license to place one of the digital images of the Contractor's *Connect-CTY* Sign-up Logo (the "Image"), on an appropriate page of the County's Internet site ("County Site"), with a hyperlink to Contractor 's CTY Web Portal ("Link").
- 31. **Security:** All passwords and user names (collectively, "Account Information"), provided by Contractor are deemed *Contractor Confidential Information*. The County is responsible for (i) knowing who has access to its applications and servers; (ii) keeping track of login accounts; (iii) County-side security with respect to Account Information; (iv) for activities that occur under its account; and (v) providing its Users with notice of the terms and conditions under which access to the CTY Service is granted. The County agrees to (i) immediately notify Contractor of any unauthorized use of Account Information or breach of security pertaining to the CTY Service,

and (ii) ensure that Users exit from their accounts at the end of each session. Contractor is responsible for implementing adequate security precautions for matters under its direct control.

32. **Transmission of Messages; Data:** County will be responsible for the content of the messages transmitted by Users using the CTY Service and agrees not to send communications to a Recipient who “opts-out”, i.e., who has indicated that he/she does not wish to receive a communication from the County. The County will only use the Contractor Data to contact individuals pursuant to the use of the CTY Service and is prohibited from downloading or making copies of Contractor Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the CTY Service.

33. **Limitation of Liability:** If the County suffers damages arising from or relating to the CTY Service, then Contractor’s aggregate liability to the County will be as follows: (a) For intentional or willful misconduct on the part of Contractor, Contractor’s liability will not be limited. (b) For all other misconduct, Contractor’s aggregate liability will be limited to the lesser of (i) actual direct damages or (ii) the total fees paid by the County to Contractor under this Contract. In no event will Contractor, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other damages of any kind or nature whatsoever, suffered by the County or any third party arising out of this Contract or the transactions contemplated hereby, even if Contractor has been advised of the possibilities of such damages or should have foreseen such damages.

34. **Cooperative Agreement (Other Orange County Jurisdictions Only)**

Other jurisdictions within Orange County who have not contracted for their own requirements may desire to participate in this Contract. The Contractor will be requested to service these entities and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply the other entities, orders will be placed directly by the entity, and each entity will make payment directly to the Contractor.

These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contract Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

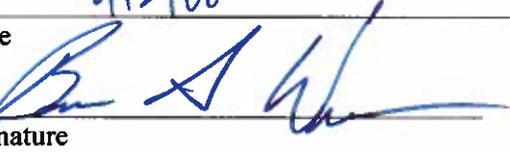
THE NTI GROUP, INC.:


Signature

Paul Ouyang
Print Name

President of Blackboard Connect
Title

4/2/08
Date


Signature

Bruce Worman
Print Name

SVP of Finance
Title

4/2/08
Date

*** If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph.**
The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

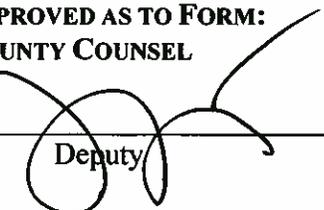
COUNTY OF ORANGE
A political subdivision of the State of California

By 

Date 5/6/08

Approved by Board of Supervisors on: 5/6/08

APPROVED AS TO FORM:
COUNTY COUNSEL

By 
Deputy

Date 4/7/2008

**ATTACHMENT A
SCOPE OF WORK
PUBLIC MASS NOTIFICATION SYSTEM**

A. BACKGROUND

The County seeks to enhance its ability to deliver critical, time-sensitive information to citizens and businesses by broadcasting to phone and e-mail devices for emergency notification purposes through a mass notification system with County-wide citizen contact data and geographical zoning capability. County has contracted with the County's top two phone providers, Verizon and AT&T, for County-wide E911 phone data. An online citizen subscription process will be implemented via the County's website to collect additional citizen contact information (mobile, VOIP and e-mail), and possibly preference data (preferred language, notification types, etc.). At minimum, County shall update phone provider data quarterly. Citizen subscription data is expected to be updated in real-time or daily.

Within Orange County, a variety of mass notification services or systems have already been implemented by individual cities. The primary use of these systems is to provide citizens with safety information; however, some are also used for general information notices as well. The goal of the County is to benefit from economies of scale by implementing a County-wide system that will be accessible to all Orange County cities including those not participating in the County's law enforcement services program.

B. SCOPE OF PROJECT

Contractor shall implement a County-wide public mass notification system with the primary objective of quickly delivering alert, warning and instructional emergency messages via phone and/or e-mail to County residents and businesses during time of disaster. The production ready system shall be licensed for use throughout Orange County's entire region.

Contractor shall implement a system for County with sufficient administrative controls to manage system use across County and city public safety jurisdictions. System users shall only be capable of accessing information and launching notification sessions to citizens within their jurisdiction. The system shall have sufficient functionality, security and bandwidth to accommodate County-wide data, regional use, multilingual outbound messages, geographical call list generation and tiered system administration and use.

Business Requirements of a County-wide mass notification system include, but are not limited to, a solution that: (not specified in order of priority):

- Is established and specifically designed to facilitate public mass notification distribution.
- Offers tiered administration and security levels to optimize, manage and control system use.
- Allows citizens to register phone numbers and e-mail addresses via the County's website.
- Is capable of disseminating messages via telephone and e-mail.
- Is capable of disseminating messages to TTD\TTY devices.
- Is capable of disseminating messages in citizen's preferred language (Spanish, Vietnamese or English).
- Contains accurate, up-to-date County-wide constituent phone and e-mail data.
- Contains up-to-date County geographical maps.
- Is capable of geo-coding AT&T and Verizon phone data to County-wide geographical maps.
- Is capable of generating call lists via geographical map selection.
- Is designed and managed with sufficient security, backup and redundancy.
- Is available 99.05% of the time. .05% allowed for planned system maintenance.
- Can deliver a 30 second message to 10,000 citizen phone numbers within 10 minutes.

C. CONTRACTOR RESPONSIBILITIES

Contractor shall perform services as follows or otherwise agreed to in writing by County:

1. **Contractor Solution**

Contractor shall provide a fully-hosted, web-based Application Service Provider (ASP) solution that will provide the County an emergency public mass notification system, including all hardware, software and communications equipment required to support the business objectives. "Emergency" shall be defined as any communication deemed by County to be:

- Life-threatening to the public; or
- Harmful to individuals, animals and/or property from man-made or natural threats

Contractor's solution shall provide the following:

- a. **Speed of Message Delivery - SLAs:** Contractor shall maintain Service Level Agreements (SLAs) with multiple telecommunications providers which allow it to initiate at least 2,000,000 60-second voice messages per hour. Contractor shall be able to initiate at least 1,000,000 e-mail and e-mail-based text messages (SMTP) per hour; Contractor shall be able to initiate at least 360,000 SMS text messages (SMPP) per hour. Further, the Contractor shall utilize reliable and proven delivery methods, including superior call routing, throttling, and load balancing via proprietary algorithms.
- b. **System Reliability and Redundancy:** Contractor shall maintain a redundant, zero single point-of-failure system. Contractor shall utilize multiple delivery methods (e.g., Time Division Multiplexing (TDM), Voice over Internet Protocol (VoIP), SMS, and e-mail), multiple telecommunications partners, and draw from multiple data centers that span all three national power interconnects.
 - **Compatibility:** Contractor's service utilizes an open architecture which allows for ongoing expansion to include new technologies as well as contact capacity. Further, as a fully-hosted, web-based Application Service Provider (ASP) solution, Contractor's service does not require any software download or hardware installation. The service can be utilized on any standard web-enabled device or telephone.
- c. **System Security:**
 - **Transmission Security:** Contractor shall utilize secure transmission for all data transfer to and from County's sites. This includes secure socket layer or secure ftp that uses 128 bit SSL encryption or better.
 - **LDAP Security Provision:** Contractor's system will integrate directly via LDAP for County end user authentication, allowing users to have the same user name and password for Contractor's service that they currently use for their employee log-in, but that information is not passed to Contractor. It also ensures that, should a user no longer be an employee, that user is immediately unable to use the system without the County having to take further action.
 - **Call Authorization:** Contractor's Call Authorization feature will require County-authorized individuals to approve any message before it is sent based upon client-defined issues as well as user roles and rights. Approval may be granted securely using just a telephone. County may set its own parameters around notification events which will prevent users from sending an unauthorized call or sending a call at an inopportune time of night.
 - **PIN Authentication:** Contractor's service offers the option to require the call recipient enters a PIN before a message is played. This feature may be turned on for a call by call basis. This feature is primarily used for inter-office and/or divisional transmissions to confirm that the correct recipient is reviewing confidential information.
 - **Hierarchical Controls:** County will be able to segment which users have access to communicate with which recipients based upon County-defined and controlled roles and rights per user type.
 - **Audit Trail:** The System provides an audit trail of all user and session activity.
- d. **System Data:**
 - **Data Management:** The solution has an interface to allow System users, who have been granted appropriate system permission, to Add, Edit and Delete contact records as desired. This includes all records; entered manually, E911 data and citizen opt-in.
 - **Data Import:** Contractor shall provide data upload (i.e. "bulk loading"), data integrity cleansing and management of County-provided data, including initial and routine E911 data sets. System shall identify E911 data record source accordingly.

- **Data Integrity:** The Systems contact database is designed to conform with the NENA 2.1 standard data structure. Uploaded and manually entered contact records shall be stored using standard terminology where applicable (ie address prefix, address suffix, city name, etc.). System to enforce data integrity throughout the entire application.
 - **Data Backup:** Contractor is responsible for providing sufficient data backup and disaster recovery operations to protect the County’s data from becoming damaged, destroyed or unavailable.
 - **User-defined Configurable fields:** Contractor’s service will allow for user-defined configurable fields.
 - **Data Provision from Directory Services:** Upon County’s request and upon execution of a written amendment to this Contract, Contractor may provide telephone data at additional cost to the County.
- e. **Ease of Use and Access Features:**
- **Remote Access:** Contractor’s service provides a streamlined solution for priority situations that allows users to record and send messages from a remote location using just a touch-tone phone. All County approved authorized users will be provided with Dial-In Messaging Cards.
 - **Bilingual Community Web Portal:** Contractor shall provide a secure County-specific Web page to gather County constituents’ e-mail addresses, cell phone numbers, unlisted phone numbers and language preference. At minimum, web portal shall be available in English, Spanish and Vietnamese languages. Citizens shall have the ability to Add, Edit and Delete opt-in data. Web portal shall offer security mechanisms to validate users and prevent unauthorized use.
 - **Ease of Grouping for Targeted Messaging –** Contractor’s service will enable users to quickly and easily pre-define groups for staff, volunteers, intra-department teams, languages, and specialty groups (e.g., day care centers, senior care facilities). The user has the ability to store recipients by an unlimited number of groups.
- f. **Features for Ease of Use & Maximum Outreach:**
- **Multi-Modality Delivery Methods and Devices:** Contractor shall provide a zero-single-point-of-failure system through multiple delivery methods (e.g., Time Division Multiplexing (TDM), Voice over Internet Protocol (VoIP), SMS, and e-mail). The service delivers via multiple methods, including e-mail and SMS, and allows for delivery to multiple device types—including cell phone, PDA, pager, and TTY/TDD devices, as well as the traditional land phone—for rapid and inclusive access.
 - **Interactive Survey:** Contractor’s interactive survey feature allows users to create a message in the form of a customized survey to send to contacts. The recipients hear a message that contains a question that they are asked to respond to via their telephone keypad. The results are tabulated by the Contractor’s service and then provided to users via the website and e-mail reports.
 - **Message Scripting and Storage:** Contractor’s service shall come with a library of sample scripts and provides the option for the authorized user to record and send a message immediately or pre-record and store messages in their message library for use at a later time or date.
 - **GIS Compatibility:** Contractor shall provide compatibility with the County’s GIS maps. With or without GIS, users can target specific areas on a map using the Systems integrated Geo-Calling feature. Contractor’s service will be capable of creating specific call lists for a certain area of the County using criteria such as radius, ZIP code, and arbitrary shapes using GIS mapping. Users can also create a polygon area by clicking as many points on a map as are needed to indicate the desired calling area. The user may even draw a shape of a donut to remove a segment of the database (e.g., the “hole” of the donut is excluded from the call). This feature provides great flexibility in mapping selections to optimally geo-target the audience to receive specific messages.
 - **CAP:** Contractor’s service is fully compatible with the “Common Alerting Protocol Version 1.1” (CAP v1.1). Therefore, the service user has the ability to create and issue CAP alerts that

adhere to the 1.1 standard. As a result of the service's compatibility, the County can easily access this simple format for exchanging all-hazard alerts and warnings across multiple networks, maximizing outreach to all constituents through a user friendly process. This protocol also adheres to expected upcoming WARN Commission recommendations for best practices in alerting systems. These alerts can be utilized by additional entities and agencies for the purposes of disseminating CAP related information.

g. Reports:

- **Built-in Reports:** The Solution includes several detailed reports to assist users to monitor and maximize usage of the system. Report data can be exported to MS Excel.
- **Ad-hoc Reports:** The solution offers ad-hoc report generation. Contractor's Client Care Team will support and/or aid in the development and creation of additional reports as needed.

2. **Technical architecture, functional components, implementation requirements and maintenance requirement**

Contractor's service is a fully-hosted, web-based Application Service Provider (ASP) solution. The service does not require any specific hardware or software requirements from the County. No components or specific configurations are required to use the service. So long as the County user has a telephone and web-enabled device (e.g. computer) available, the user can send a message. The user can also record and send a message using only a telephone when necessary. The service is fully independent of the County's IT hardware and telecommunication system. Contractor utilizes an open architecture to allow for rapid expansion as our clients' needs grow. The architecture exists on hardware ranging from Dell web and application servers, to Cisco networking equipment, to EMC storage arrays.

3. **Staffing:** Contractor shall provide staffing as specified in Attachment C.

4. **Implementation Services:** Contractor shall perform and complete the services, tasks, and obligations in accordance with Attachment D, "Implementation Plan/Project Schedule".

5. **Training, Manuals and Documentation:** The Contractor shall provide County with and maintain two (2) copies of a comprehensive Public Mass Notification System Manual designed to document the proposed solutions software functions, guide trained users on detail process steps and train future users. Additionally, technical specifications, including a network diagram of the systems architecture, data dictionary and data schema, shall be provided to allow proper maintenance of the System by County network and database administrator staff. The County may copy all Manuals and Documentation provided by Contractor for use and distribution to County public safety departments as needed. The contractor shall provide all technical, administrative and user training required for county staff to use the software solution.

6. **Support Services:**

Contractor shall provide support services in accordance with Attachment E to this Contract.

7. **Testing and Acceptance:** Contractor shall provide a testing and acceptance plan (Attachment F) to be agreed to and completed by County prior to award of Contract. Said tasks shall include, but shall not be limited to verifying: system installation and configuration, tiered administration, user creation and management, County-wide data and map import, reconciliation and maintenance, citizen opt-in data processes, custom and geographic call list generation, outbound telephone message launch, outbound e-mail message launch, use of surveys, monitoring of outbound session activity and validation of reports.

8. **Training**

Contractor shall provide training in accordance with Attachment G.

ATTACHMENT B

**COST/COMPENSATION FOR
CONTRACTOR SERVICES**

1. **COMPENSATION:** This is a fixed price Contract between the County and the Contractor for a Public Mass Notification System as further described in this Contract. The Contractor agrees to supply all goods and services to provide and fully implement the Public Mass Notification System Solution. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by amendment.

2. **PAYMENT:** The total base Contract amount for the first three years shall not exceed: \$1,688,037
 - a. **Base Costs – Unlimited Emergency and Inter-Department Message Usage:** County shall purchase Unlimited Emergency Message Usage service from Contractor at a cost of \$0.55 per household. The Parties agree that for the purposes of this fixed-price Contract, the number of households (including residence and estimated business addresses) shall be 1,023,053, based on available consensus household count data. Base cost includes an unlimited number of County and City user access accounts.

Base Costs	Year One	Year Two	Year Three
Unlimited Emergency & Inter-Department Message Usage			
\$0.55 x 1,023,053	\$562,679	\$562,679	\$562,679

- b. **Optional Costs - Premium Data:** County has elected not to purchase Premium Data from Contractor at execution of this Contract. Should County elect to purchase such Premium Data from Contractor at a future date, a written amendment executed by both Parties shall be issued, and pricing for such data, for the term of this Contract, shall be as follows:

Optional Costs
Premium Data
\$0.40 per household

- c. **Optional City (or other Orange County jurisdiction) Costs - Upgrade to include Unlimited Non-Emergency Message Usage:** For any jurisdiction within Orange County there shall be the option to upgrade, through separate contract with Contractor, to include Unlimited Non-Emergency Message Usage at a cost not to exceed:

Optional City Costs
Upgrade to include Unlimited Non-Emergency Message Usage
\$1.00 per jurisdiction household

3. PAYMENT TERMS:

- a. **Unlimited Emergency and Inter-Department Message Usage – Invoices will be paid monthly in arrears upon receipt of invoice.**

- b. Premium Data – If County elects to purchase Premium Data, invoices will be paid on a one-time basis in advance.
- c. City Upgrade to include Non-Emergency Message Usage: City Upgrade will be paid for under separate contract(s) between Contractor and the City.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS:

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency or department
4. County Contract number
5. Cost
6. Contractor's Federal I. D. number
7. Total

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

Invoices and support documentation are to be forwarded to:

County of Orange – CEO/IT
Attn: Teara Le Blanc, Program Manager
10 Civic Center Plaza, 2nd Floor
Santa Ana, CA 92701

ATTACHMENT C

STAFFING PLAN

Staff to perform Contract duties

Name	Classification/Designation
Bing Chen	Project Manager
Tom Melander	Project Specialist (Client Care)
Deanna Ellis	Technical Manager
David Garcia	Integration Specialist
Mario Joy	Vice President, Client Care
Joshua Roth	Chief Technology Officer

Contractor shall obtain approval from County Project Manager in advance and in writing prior to making any substitutions for individual project team members. Contractor may not request changes to the number of types of classifications.

Roles and Responsibilities

Contractor Roles and Responsibilities shall include, but not be limited to, the following:

- 1. Contractor Project Manager:** This individual leads the implementation, training, and roll-out process from a management perspective. All daily activities, such as ensuring timely scheduling and training, ultimately rest with the Contractor Project Manager. The rest of the project team supports this resource. In addition, the Contractor Project Manager will report to the Program Manager and will work together to ensure all issues, risk, and change is managed, monitored and controlled.
- 2. Project Client Care Specialists:** An additional team of Client Care Specialists work under the leadership of the Contractor Project Manager. Their role is to provide training, support, and client services for all County needs, requests and support issues. The Team shall include dedicated Specialists who will be dedicated to the County for the life of the Contract. Each Project Specialist will be assigned as a liaison to a specific component of the Project, such as Divisional Training, City and Agency Training, and is responsible for day-to-day management as well as performing regular new user – and refresher training.
- 3. Technical Manager:** This individual works under the Project Manager to ensure the smooth progression of all technical deliverables, including but not limited to managing the testing process and managing any customization that needs be delivered. This resource will also work with the Contractor Integration Team to ensure the upload of data and automation of all notification services. This resource is the technical project lead responsible for creating, and achieving sign-off on the test plan.
- 4. County's Project Team:** The County's Project Team will include at least the County Project Manager. This resource will meet weekly with the Contractor Project Manager to discuss steps towards achievement of deliverables and additional items.

ATTACHMENT D
IMPLEMENTATION PLAN/PROJECT SCHEDULE

Contractor will have its Connect-CTY service configured and ready for County testing within thirty (30) days of award of contract. Contractor and County Project Managers will mutually work together to refine the attached exemplar Gantt chart to accommodate the County's Mass Notification System deliverable and implementation Go Live timeframe.

1. Deliverable 1: Project Control Document

Within two weeks of contract signature, Contractor will provide the County with a detailed project control document (PCD). Project Control Document will include the following:

- a. Project organization roles and responsibilities
- b. Assumptions
- c. Detailed Work Plan
- d. Deliverable List
- e. Milestone Chart
- f. Project Gantt Chart
- g. Communication Plan
- h. Risk Management
- i. Change Management Process
- j. Testing Strategies
- k. Training Strategies
- l. Escalation Procedures

The following deliverables will be provided within the timeframes of the agreed upon (revised) implementation Gantt schedule:

2. Deliverable 2: Project Management

Contractor's Project Manager shall address documentation needs, including weekly Project Status Reports and any variances. If variances are recommended and approved, the Project Manager shall be responsible for regular updates to the Detailed Work Plan, Milestone Chart and Risk Management sections of the PCD within the required timeline. Contractor's Project Manager shall meet with the County's Project Manager at least weekly or as requested by the County. Contractor shall prepare the first status report within 14 calendar days of Contract execution, which will include the following data as per the County's request:

- a. Period covered by the Report;
- b. Tasks scheduled for completion which were completed;
- c. Tasks scheduled for completion which were not completed;
- d. Tasks not scheduled for completion which were completed;
- e. Tasks scheduled for completion next reporting period;
- f. Issues resolved;
- g. Issues to be resolved with recommended solution; and,
- h. Summary of project status as of reporting date.

Additional reporting may be included as agreed upon by the County and Contractor Project Managers in consultation.

3. Deliverable 3: Business Process Overview

Upon the completion of the discovery phase of the project with the County, Contractor will provide the required summary report of the existing mass notification systems, needs assessment, and recommendations for best practices.

Contractor will provide a Best Practices for Use Guide as part of the Implementation. Clients' typical needs in this phase are: identification of User Rights and Roles for system use and establishment of best practices policies and procedures.

4. Deliverable 4: Data loading and maintenance

Contractor will work with the County to load E911 data and additional data files as needed. Contractor will assign an Integration Specialist to work with the County's team. The upload and update process will be performed in a secure environment. Contractor will provide a system that allows the County to send data over encrypted lines using SSL to ensure data is fully protected.

Deliverable 4.1 – Successfully Loaded Data

Contractor will provide the requisite Data Load Report and Certification to the County.

5. Deliverable 5: System Test Plan and Results Report

Contractor will provide the County with a System Test Plan which includes a Module Test, and Integration Test, and Stress Test, and a Regression Test in accordance with Attachment F, Testing.

Deliverable 5.1 – Perform System Test

Contractor will perform the requisite system tests as required by the County in Contractor's existent testing environment or other appropriate environment as governed by the System Test Plan for component and functionality testing for County sign-off.

Deliverable 5.2 – System Test Results Report

Contractor will provide the County with reporting of documented results of each System Test conducted and certify successful testing results as required.

6. Deliverable 6: User Acceptance Test and Test Results Report

Contractor will provide User Acceptance Test as required in a simulated environment as required, per Attachment F, Acceptance.

Deliverable 6.1 – User Acceptance Test Results Report

Contractor will provide the required User Acceptance Test Results Report within one week of tests as required per Attachment F, Acceptance.

7. Deliverable 7: System Training and Documentation

Contractor will provide a detailed training plan, perform user training as desired by the County and provide system documentation training material per Attachment G, Training.

8. Deliverable 8: System Implementation

Contractor will roll-out Public Mass Notification Services to the County. A post-implementation review report will be developed and provided to the County.

9. Deliverable 9: Performance Benchmark Verification

Deliverable 9.1 – Performance Benchmark Verification Plan

Contractor will provide the requested Performance Verification Plan with test plan and scenarios for the County's approval. The Performance Verification Plan shall dovetail with the sample Gantt chart, as customized vis-à-vis the County requirements.

Deliverable 9.2 – Performance Benchmark Verification

Contractor shall conduct the Performance Benchmark Verification of the System mutually agreed upon with the County, and complete corrective action as needed, and certify as such in writing at the time of completion.

10. Deliverable 10: Initiate Post-Implementation Maintenance and Support

Contractor will implement, and continue to provide through the life of the contract, maintenance and support services per Attachment E of this Contract.

11. Deliverable 11: Post-Implementation Services

Contractor shall provide ongoing “post-implementation” services throughout the lifetime of the Contract. Such services include, but are not limited to, the following:

- **Ongoing Training:** Unlimited training, new user training and refresher training are included at no additional cost within the lifetime of the Contract.
- **24/7/365 Technical and Client Support:** Provided through a toll free number and via e-mail. All users have unlimited access to this level of support through the life of the Contract.
- **Usage Reports:** Contractor provides usage reports quarterly. Each user’s account also contains real-time access to reports.
- **Assessment and Evaluation** –Contractor will work with the County to develop benchmarks and assist in evaluating progress toward those benchmarks.

Deliverable 11.1 – Provide Additional Training

Contractor provides this service at no additional cost to the County. Contractor shall include a systemized method for ongoing training within the Training Plan to be delivered to the County.

Deliverable 11.2 – County Approved Consulting Services

Contractor provides a Project Manager at the County’s disposal to address these needs.

Deliverable 11.3 – Additional System Documentation

Contractor provides a Project Manager at the County’s disposal to address these needs.

Orange County Public Mass Notification Project Gantt Chart

Contractor's Gantt chart will be customized as part of the PCD deliverable within two weeks of contract signature. The Gantt chart is based upon two separate timelines: 1) County EOC office and 2) additional departmental implementation. As additional departments roll-out, they can easily be added to the implementation process. Please see the segments below for exemplar Gantt Charts for use.

ID	Task Name	Duration	Predecessors	Resources Names
0	Orange County Public Mass Notification Project	57.06 days		
1	Contract is signed	0 days		
2	Implementation Tasks	57.06 days		
3	Discovery Phase - Portfolio / Program Planning	43.81 days		
4	HTI Pre-engagement Preparation	3.94 days		
5	Identify Primary County Sponsor, Stakeholders, and Champions	0.5 hrs	1	N/A, CID
6	Identify County PM	2 days	5	County Sponsor
7	Client Kick-off Meeting	1.25 days		
8	Validate Engagement Objectives, Deliverables & Expectations	1 day	6	N/A, County Sponsor, County PM
9	Determine Logistics (Work Space, Phones, Computer Access, ...)	2 hrs	6	N/A, County Sponsor
10	Deliverable 2.1: First Project Status Report Delivered to County PM	0 days	9	
11	Develop Project Control Document (PCD)	0.88 days		
12	Document System Description	1 hr	8	N/A
13	Document Project Scope and Objectives	1 hr	8	N/A
14	Document Project Organization, Roles and Responsibilities	1 hr	13	N/A
15	Document Project Assumptions	1 hr	14	N/A
16	Develop Work Plan	1 hr	15	N/A
17	Document Deliverables List	1 hr	16	N/A
18	Develop Milestone Chart	1 hr	17	N/A
19	Develop Gantt Chart	1 hr	18	N/A
20	Document Communications Plan	1 hr	14	N/A
21	Develop Risk Management Plan	1 hr	13	N/A
22	Document Change Management Process	1 hr	13	N/A
23	Document Testing Strategies	1 hr	16	N/A
24	Document Training Strategies	1 hr	16	N/A
25	Develop Escalation Procedures	1 hr	16	N/A
26	Deliverable 1.1: PCD Delivered to County PM	0 days	12, 19, 20, 21, 22, 23, 24, 25	
27	Current Environment	2 days		
28	Review Current Business Environment (Org., Barriers, Needs, ...)	2 days	4	N/A
29	Deliverable 3.1: Business Analysis Summary Report Delivered to County PM	0 days	28	
30	Review Current County Telecommunications Environment (PBX)	2 days	4	N/A
31	Deliverable 4.1: System Hardware and Network Certification Delivered to County PM	0 days	30	
32	Portfolio & Program Management	38.75 days		
33	Create Program Management Team	1 day	6	N/A, County PM
34	Develop Program Management Charter (focus on building County portfolio-rolout strategy)	2 days	33	N/A, County PM
35	Organize Orientation Workshop for County Execs about MNS Opportunities	4 days	34	N/A, County PM
36	Conduct MNS Demonstration for County Execs	1 hr	35	N/A
37	Survey County Department Heads about MNS Interest	4 hrs	36	N/A, County PM
38	Create Prioritized County Departmental Rollout Plan	1 day	37	N/A
39	Secure Sponsors Approval on Prioritized Portfolio	1 hr	38	N/A
40	Manage County Departmental Rollout Plan	30 days	39	N/A

Gantt Chart (II): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
41	Prepare Technical Configuration and System Implementation Plan	3 days 27,32		NPI
42	Deliverable 9.1: System Cutover and Installation Plan	0 days 41		
43	Project Management	33 days		
44	Project Charter	1.5 days		
45	Complete Project Charter	1 day 34		NPI
46	Obtain necessary reviews and approvals on project charter	4 hrs 45		NPI
47	Integration Management - Project Plan	31.5 days		
48	Complete project plan	1 day 46		NPI
49	Obtain necessary reviews and approvals on project plan	4 hrs 48		NPI
50	Update project plan on regular basis	30 days 49		NPI
51	Scope Management	0.75 days		
52	Review Change Management Guidelines with County Sponsor	1 hr 46		NPI,County Sponsor,County PM
53	Determine Escalation Procedures for Scope Changes	4 hrs 52		NPI,County PM
54	Secure Approval on Change Management Guidelines and Procedures	1 hr 53		NPI
55	Risk Management	1.75 days		
56	Review Risk Management Guidelines with County Sponsor	1 hr 48		NPI,County Sponsor,County PM
57	Develop Risk Management Plan and Review with County PM	1 day 56		NPI,County PM
58	Determine Escalation Procedures	4 hrs 57		NPI,County PM
59	Secure Approval on Risk Management Guidelines and Procedures	1 hr 58		NPI
60	Resource Management (County Project Team)	9.5 days		
61	Assign Project Team Members to project	3 days 7,46		County PM
62	Arrange release dates for each resource/ notify resources of team selection	3 days 81		County PM
63	Coordinate coverage for the project team and testing team	2 days 62		County PM
64	Schedule regular team status meetings	2 hrs 63		County PM,NPI
65	Estimate Assignments & Schedules	1 day 64		County PM
66	Create Staff Assignments	2 hrs 65		County PM
67	Communication Management	1.25 days		
68	Define Reporting Schedule, Format and Media	1 hr 46		County PM,NPI
69	Create Communications Plan	1 day 68		NPI
70	Secure Approval on Communications Plan	1 hr 69		NPI
71	Quality Management	31.13 days		
72	Define Quality Guidelines and Requirements	1 hr 48		County PM,NPI
73	Establish Quality Review Schedules	1 day 72		NPI
74	Manage to defined Quality Review Schedules with Client Champions	30 days 73		NPI
75	Pilot Phase	6.25 days		
76	Project Kick-off meeting with Demo	0.5 days		
77	Schedule Kick-off meeting	2 hrs 49,54,59,66,70,73		NPI
78	Conduct Project Kick-off meeting with MNS Demo	2 hrs 77		NPI,County Project Team
79	Project Pilot	4.75 days 78		
80	Develop System Test Plan	1 day		NPI

Gantt Chart (III): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
81	Deliverable 6 1: Test Plan Delivered to County PM	0 days	80	
82	Develop User Acceptance Test Plan	2 days	78	County PM, NT
83	Setup system access for MNS team and test team	0.25 days		County PM, NT
84	Define User Access Needs	1 hr	80	NT
85	Create list of all users and keep current for go-live	1 hr	84	NT
86	Build Pilot	4.75 days		County PM, NT
87	Schedule Pilot Review Meetings	1 hr	78	
88	Define Pilot Users Rights and Roles	0.44 days		NT
89	Create County Organization in Pilot Account	1 hr	83	NT
90	Configure Authentication Approach	0.5 hrs	89	NT
91	Configure View Customizations	0.5 hrs	90	NT
92	Configure Groups	0.5 hrs	91	NT
93	Update Security Matrix	1 hr	92	NT
94	Pilot Training	0.25 days		NT
95	Train Pilot Super User	2 hrs	93	NT
96	Train Pilot Data Lead	2 hrs	93	NT
97	Train Pilot Account Administrator	2 hrs	93	NT
98	Deliverable 8 1: Trained Staff			
99	Deliverable 8 2: System Documentation Delivered to County PM	0 days	95, 96, 97	
100	Prepare Pilot Account	0 days	94	
101	Define GIS Map Center Location	0.25 hrs	95	NT, Pilot Super User
102	Define GIS Zoom Range	0.25 hrs	101	NT, Pilot Super User
103	Define GIS Radius Range	0.25 hrs	102	NT, Pilot Super User
104	Set Caller ID and Email ID	0.25 hrs	103	NT, Pilot Super User
105	Determine Scope of Messages to Be Sent in Pilot (Residents, Businesses, Staff)	4 hrs	80	County PM
106	Test Messages to Staff	3.25 days		
107	Prepare staff data	3.25 days		
108	Obtain Staff Phone Data for Pilot	2 days	105	County PM
109	Fill Out Staff Data Grouping and Importing Worksheet	1 hr	108	NT, County PM
110	Review Data Group Names	1 hr	109	NT, Pilot Data Lead
111	Create Data Group Names	1 hr	110	Pilot Data Lead, NT
112	Prepare Sample Staff Data File	1 hr	111	NT, Pilot Data Lead
113	Test Import Sample Staff Data File	1 hr	112	NT, Pilot Data Lead
114	Review and Refine Staff Data Import	1 hr	113	NT, Pilot Data Lead
115	Prepare Full Staff Data File	1 hr	114	NT, Pilot Data Lead
116	Import Full Staff Data File	1 hr	115	NT, Pilot Data Lead
117	Share Data Import Automation Script with Pilot Data Lead	1 hr	116	NT, Pilot Data Lead
118	Test Automation	1 hr	117	NT, Pilot Data Lead
119	Determine Who Will Be Sending Test Messages to Staff	1 day	105	NT, County PM
120	Prepare Message Scripts for Test Calls to Staff	2 hrs	119	NT, Pilot Super User

Gantt Chart (IV): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
121	Record Test Messages to Staff	0.25 hrs	120, 116	NTI, Pilot Super User
122	Create Test Call to Staff Group via Web Interface	0.25 hrs	121	NTI, Pilot Super User
123	Create Test Call to Staff Group via Dial-In Messaging Card	0.25 hrs	122	NTI, Pilot Super User
124	Brief on Staff Test Call Results	1 hr	123	NTI, County Project Team
125	Deliverable 6.2A: System Test Results Report (Staff Calls) Delivered to County PM	0 days	124	
126	Test Message to Residents and Businesses	3.69 days		
127	Obtain and Load Resident and Business Pilot Contact Data	2 days	105	NTI, Pilot Data Lead
128	Deliverable 5.1: Data Load Report and Certification Delivered to County PM	0 days	127	
129	Determine Who Will Be Sending Test Messages to Residents and Businesses	1 day	105	NTI, County PM
130	Prepare Message Scripts	2 hrs	129	NTI, Pilot Super User
131	Record Message	0.25 hrs	130, 127	NTI, Pilot Super User
132	Send Messages	0.25 hrs	131	NTI, Pilot Super User
133	Brief on Call Results	1 hr	132	NTI, County Project Team
134	Deliverable 6.2B: System Test Results Report (Res/Business Calls) Delivered to County PM	0 days		
135	Refine Pilot (as required)	1.6 days		
136	Review Pilot with Implementation Team	2 hrs	134	County Project Team, NTI
137	Refine Pilot Based on Implementation Team Review	1 day	136	County Project Manager, NTI
138	Document Configuration Settings	2 hrs	137	NTI
139	Deliverable 4.2: Software Installation Report and Certification Delivered to County PM	0 days	135	
140	Deliverable 7.1: User Acceptance Test Results Report Delivered to County PM	0 days	135, 82	
141	Pilot Complete	0 days	139, 140	
142	Post-Pilot Phase	55 days		
143	Deliverable 9.2: System in Production Use	0 days	141	
144	Conduct Post-Implementation Review Session	2 hrs	143	NTI, County Project Team
145	Deliverable 9.4: Post Implementation Review Report Delivered to County PM	0 days	144	
146	Deliverable 9.3: Non-Deficient System in Production Use for 30 Consecutive Days	0 days	143FS-30 days	
147	Performance Benchmarking	4 days		
148	Develop Performance Benchmark Verification Plan	2 days	146	NTI
149	Deliverable 10.1: Performance Benchmark Verification Plan Delivered to County PM	0 days	148	
150	Conduct Performance Benchmark Verification	2 days	149	NTI
151	Deliverable 10.2: Performance Benchmark Verification Results Delivered to County PM	0 days	150	
152	Create Use Guidelines and Protocols	8 days		
153	Prepare Draft of Use Guidelines and Protocols	5 days	141	County Project Manager
154	Review Draft of Use Guidelines and Protocols	2 days	153	County Project Team
155	Finalize Use Guidelines and Protocols	1 day	154	County Project Manager
156	Prepare County for On-Going Messaging to Residents and Businesses	56 days		
157	Determine Scope of County Messaging to Residents and Businesses	1 day	6	County PM
158	Determine Sources Available to County for Resident and Business Data	5 days	157	County PM
159	Order E911 Data from Telco	45 days	158	County PM
160	Clean-up E911 Data	3 days	159	NTI, County Pilot Data Lead

Gantt Chart (V): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
161	Load ES11 Data	1 day 160		NT, County Pilot Data Lead
162	Maintenance and Support Phase	1.5 days		
163	Establish Ongoing Support Procedures (reporting, usage analysis, user identification / resolution)	1 day 141		NT
164	Establish Ongoing Client Care Support	1 hr 163		NT
165	Deliverable 11: Maintenance and Support	0 days 164		
166	Establish New User Training Process	2 hrs 165		NT
167	Establish New User Updates Process	1 hr 166		NT
168	Deliverable 12.1: Additional Training	0 days 167		
169	Deliverable 12.2: County Approved Consulting Services	0 days 141		
170	Deliverable 12.3: Additional System Documentation	0 days 141		
171				
172	Implementation Per County Department (Repeatable for Each Department)	33 days		
173	Planning & Organization Phase Per County Department	2 days		
174	Identify Sponsors at Departmental Level	1 day		County Project Manager
175	Define Scope of Project	1 day 174		County Project Manager
176	Project Management	33 days		
177	Project Charter	1.5 days		
178	Complete Project Charter	1 day		NT
179	Obtain necessary reviews and approvals on project charter	4 hrs 178		NT
180	Integration Management - Project Plan	31.5 days		
181	Complete project plan	1 day 179		NT
182	Obtain necessary reviews and approvals on project plan	4 hrs 181		NT
183	Update project plan on regular basis	30 days 182		NT
184	Scope Management	0.75 days		
185	Review Change Management Guidelines with County Sponsor	1 hr 179		NT, County Sponsor, County PM
186	Determine Escalation Procedures for Scope Changes	4 hrs 185		NT, County PM
187	Secure Approval on Change Management Guidelines and Procedures	1 hr 186		NT
188	Risk Management	1.75 days		
189	Review Risk Management Guidelines with County Sponsor	1 hr 179		NT, County Sponsor, County PM
190	Develop Risk Management Plan and Review with County PM	1 day 189		NT, County PM
191	Determine Escalation Procedures	4 hrs 190		NT, County PM
192	Secure Approval on Risk Management Guidelines and Procedures	1 hr 191		NT
193	Resource Management (County Project Team)	9.5 days		
194	Assign Project Team Members to project	3 days 179		County PM
195	Arrange release dates for each resource/ notify resources of team selection	3 days 194		County PM
196	Coordinate coverage for the project team and testing team	2 days 195		County PM
197	Schedule regular team status meetings	2 hrs 196		County PM, NT
198	Estimate Assignments & Schedules	1 day 197		County PM
199	Create Staff Assignments	2 hrs 198		County PM
200	Communication Management	1.25 days		

Gantt Chart (VI): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
201	Define Reporting Schedule, Format and Media	1 hr 179		County Pk, NTI
202	Create Communications Plan	1 day 201		NTI
203	Secure Approval on Communications Plan	1 hr 202		NTI
204	Quality Management	31.13 days		County Pk, NTI
205	Define Quality Guidelines and Requirements	1 hr 179		NTI
206	Establish Quality Review Schedules	1 day 205		NTI
207	Manage to defined Quality Review Schedules with Client Champions	30 days 206		NTI
208	Project Kick-off meeting with Demo	5.25 days		NTI
209	Schedule Kick-off Meeting	2 hrs 175		NTI
210	Conduct Project Kick-off meeting with IAMS Demo	2 hrs 209		NTI, County Project Team
211	Determine Number of Divisional Related Programs / Projects	1 hr 210		NTI, County Project Manager
212	Determine Departmental Divisions and Agencies Involved	1 hr 211		NTI, County Project Manager
213	Setup system access for Departmental Users	0.25 days		NTI, County Project Manager
214	Define User Access Needs	1 hr 210		County Pk, NTI
215	Create list of all users and keep current for go-live	1 hr 214		NTI
216	Schedule Roll-out Team Meetings	1 hr 210		County Pk, NTI
217	Define Department's Users Rights and Roles	0.44 days		NTI
218	Create Dept's Organization in Account	1 hr 213		NTI
219	Configure Authentication Approach	0.5 hrs 218		NTI
220	Configure View Customizations	0.5 hrs 219		NTI
221	Configure Groups	0.5 hrs 220		NTI
222	Update Security Matrix	1 hr 221		NTI
223	Dept User Training	0.25 days		NTI
224	Train Dept Super User	2 hrs 222		NTI
225	Train Dept Data Lead	2 hrs 222		NTI
226	Train Dept Account Administrator	2 hrs 222		NTI
227	Training for launch complete	0 days 224, 225, 226		
228	Prepare Dept Accounts	0.13 days		
229	Define GIS Map Center Location	0.25 hrs 224		NTI, Dept Super User
230	Define GIS Zoom Range	0.25 hrs 229		NTI, Dept Super User
231	Define GIS Radius Range	0.25 hrs 230		NTI, Dept Super User
232	Set Caller ID and Email ID	0.25 hrs 231		NTI, Dept Super User
233	Account Established for Pilot	0 days 232		
234	Prepare staff data	3.25 days		
235	Obtain Staff Phone Data	2 days 175		County Pk
236	Fill Out Staff Data Grouping and Importing Worksheet	1 hr 235		NTI, County Pk
237	Review Data Group Names	1 hr 236		NTI, Dept Data Lead
238	Create Data Group Names	1 hr 237		Dept Data Lead, NTI
239	Prepare Sample Staff Data File	1 hr 238		NTI, Dept Data Lead
240	Test Import Sample Staff Data File	1 hr 239		NTI, Dept Data Lead

Gantt Chart (VII): Orange County & Contractor

ID	Task Name	Duration	Predecessors	Resource Names
241	Review and Refine Staff Data Import	1 hr 240		NTI,Dept Data Lead
242	Prepare Full Staff Data File	1 hr 241		NTI,Dept Data Lead
243	Import Full Staff Data File	1 hr 242		NTI,Dept Data Lead
244	Share Data Import Automation Script with Data Lead	1 hr 243		NTI,Dept Data Lead
245	Test Automation	1 hr 244		NTI,Dept Data Lead
246	Data Load Complete	0 days 245		
247	Test Messages to Staff	5.22 days		
248	Determine Who Will Be Sending Test Messages to Staff	1 day		NTI,County PM
249	Prepare Message Scripts for Test Calls to Staff	2 hrs 248		NTI,Dept Super User
250	Record Test Messages to Staff	0 25 hrs 243,249		NTI,Dept Super User
251	Create Test Call to Staff Group via Web Interface	0 25 hrs 250		NTI,Dept Super User
252	Create Test Call to Staff Group via Dial-in Messaging Card	0 25 hrs 251		NTI,Dept Super User
253	Debrief on Staff Test Call Results	1 hr 252		NTI,Dept Project Team
254	Test Message to Staff Complete	0 days 253		
255	Department Launch Complete	0 days		

ATTACHMENT E
SUPPORT SERVICES

1. **Support Services Availability:** Contractor’s Client Care Team will be available to assist County 24/7/365. Contractor shall provide 24/7/365 human Client Care technical and customer support for County to address service and/or maintenance issues through a 24 hour toll-free support line at (866) 435-7684. The “hot line” number connects users to our Client Care Specialists directly. Telephone response time, in the unlikely event that it is not immediate, is within fifteen (15) minutes or less. Client Care support is also available through e-mail access.
2. **Contractor Staffing:** Contractor shall not outsource Client Care to call centers or other third party agencies. All Client Care is performed directly by full-time employees of Contractor who have cleared through background checks and are trained in the secure handling of data and County/municipality-specific needs. All Client Care Specialists are cross-trained in customer and technology support. Should they encounter an issue that needs escalation for resolution, the Specialist will immediately involve the appropriate member of the Contractor technology team. Additionally, County will be assigned two (2) account personnel that are specific to the account for proactive and ongoing care. County shall be provided unlimited, included support for all purposes (e.g. lost password, support placing a call) and for all County users. Contractor has Client Care Specialists located throughout the country to maximize Client Care up-time should a regional disruption occur.
3. **Client Care Services:**
 - a. Contractor shall empower technical directors to load and integrate data from their database systems to our contact management system.
 - b. Contractor shall provide “Quick Reference Guides” for users, replete with message script templates as well as “tips and tools” on how to create quality outbound messages to the community.
 - c. Contractor shall assign County a Client Care Specialist who will help drive usage of the system. Based on experience in serving other clients of Contractor’s service, Specialists offer coaching on message length, frequency of use, content, and tone to ensure receptiveness and satisfaction from recipients. The Specialist leads the County through an assessment and evaluation process to ensure the benefits from using the Contractor’s service are tracked and documented.
4. **Escalation:** County shall address all questions and complaints first through Contractor’s Help Desk, or, at County’s discretion, immediately escalate issues to the Account Manager and/or Director. If the Client Care Specialist supporting the County user is unable to resolve the issue immediately for the user, the Specialist will open a trouble ticket and immediately escalate the issue to the next tier of Client Care management. The tiers of escalation are typically as follows:
 - Level One – Help Desk
 - Level Two – Account Manager
 - Level Three – Account Director
 - Level Four – Senior Account Director
 - Level Five – Vice President of Client Care
5. **Release cycle and process for installing system updates, patches, fixes, etc.:** Contractor rolls out all minor updates and revisions onto the website as seamless upgrades, typically on a quarterly basis. Changes are made to the Help Menu simultaneously.

ATTACHMENT F
ACCEPTANCE AND TESTING PROCEDURES

1. Testing

As part of Contractor's service project deliverables for rollout, Contractor shall provide the County with a System Test Plan which includes a Module Test, and Integration Test, and Stress Test, and a Regression Test. Contractor's System Test Plan shall include but not be limited to the following:

- a. Introduction;
- b. Assumptions;
- c. System Test Plan;
- d. System Test Objectives;
- e. System Test Acceptance Criteria;
- f. System Test Schedule;
- g. Responsibilities;
- h. Resource Requirements;
- i. Procedures;
- j. Test Cases;
- k. Performance Tests;
- l. Disaster Recovery Tests.

Many of the Tests listed above are part of Contractor's regular testing process. Contractor's service is tested through daily use. Additionally, Contractor will expand the listing above into a comprehensive System Test Plan for the County's approval.

Contractor shall perform the requisite system tests as required by the County in Contractor's existent testing environment or other appropriate environment as governed by the System Test Plan for component and functionality testing for County sign-off.

Contractor shall provide the County with reporting of documented results of each System Test conducted and certify successful testing results as required.

2. Acceptance

Contractor will provide the required User Acceptance Test Results Report within one week of tests as required. Contractor shall include all County required elements in the plan, such as purpose, scripts, objectives, roles, and problem resolution. A high level Test & Acceptance Results Report format that Contractor has found successful previously is listed below. This format will be customized to meet the specific needs of the County.

Test and Acceptance Results Report

- a. Scope & Plan Overview
- b. Testing Approach
- c. Test Schedule (Test ID#, name, description, time and date of execution)
- d. Description of SetUp Procedures
- e. Description of Action Procedure
- f. Description of System Results
- g. Description of Expected Results
- h. Description of Actual Results
- i. Variance Reporting
- j. Resource Requirements for Resolution
- k. Corrective Action
- l. Summary of Results (with Signature/sign-off line)
- m. Conclusion

This Test and Acceptance Results Report shall demonstrate services perform as required and that all features and functions operate as specified.

3. New Feature and Enhancement Testing

Contractor shall put all new features and enhancements through rigorous testing including Alpha and Beta phase as appropriate prior to rolling out the feature to the client-facing interface. Contractor uses a combination of automated and manual testing to perform ongoing quality assurance testing of the service. For automated testing, Quality Assurance (QA) personnel shall utilize Mercury's QuickTest Pro. Manual testing will be performed on a case-by-case basis for testing where automation will not suffice. All issues are tracked in an internal bug tracking system and subsequently monitored by not only the individual QA personnel, but also all the Directors involved in the development and release of a feature. QA personnel are involved from the beginning of the software development lifecycle and see each feature through from development to final launch and validation. Contractor shall employ QA personnel who has undergone and cleared thorough background checks and possess quality assurance backgrounds and expertise.

All major upgrades and updates shall include new user documentation and training as requested. Unlimited new and refresher training is available to all users at any time throughout the lifetime of the contract, should it be desired.

If a problem is identified during testing of the proposed system that cannot be remedied within the agreed upon time, the Contractor shall submit a written response to the County indicating as such and the County shall then return the system to the Contractor and the Contract shall be terminated in accordance with Paragraph F, Acceptance, of this Contract.

ATTACHMENT G TRAINING

Contractor shall provide unlimited training, new user training, and refresher training to all County users as an included cost of service throughout the lifetime of the Contract. Contractor recommends a web-enabled computer and telephone to accomplish the training. Training can begin within two (2) to four (4) weeks of Contract execution. Contractor will train as many users as the County deems fit, at all levels of staff and management that will be using the service. Initial training for Technical Training (System Administrators) and End Users typically is performed in a ninety (90) minute training session. Sessions can seat up-to 25 participants per session. For on-site training, the County provides a central site for training. The number of users can be adjusted at the County's request. Contractor shall provide a Train-the-Trainer model at County's request.

Contractor shall provide refresher training on-site or via web-access training, at the County's preference. Typically, refresher and new user training is requested by the County annually, and the County may request it at any time, as many times as preferred. Additionally, online help menus and refresher Flash videos are available on the service as well.

Contractor shall provide the following documentation to County:

1. End Users - User Guides, Send-A-Message Cheat Sheet, and Dial-In messaging card.
2. System Administrators/Technical – All items above, plus the following items: User Management Guide, County Best Practices Guidelines, Introduction Letters, and other Forms, Data Reference Guide and Upload Reference Guide.
3. Train the Trainer Users - All items above minus the Data Reference Guide, plus the following items: Trainer Script for Presentation, Trainer's handbook, Trainer's Guide to Best Practices.

EXHIBIT I
County of Orange Child Support Enforcement
Certification Requirements

In order to comply with child support enforcement requirements of the County of Orange, within 10 days of award of Contract, the successful Contractor must furnish to the agency/department deputy purchasing agent:

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

After notification of award, the successful Contractor may use the forms supplied herein, to furnish required information listed above.

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:**

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:**

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature	Name	Title
----------------------	------	-------