SERIAL 05133 RFP CRISIS INCIDENT MANAGEMENT SYSTEM

DATE OF LAST REVISION: February 08, 2006 CONTRACT END DATE: JANUARY 31, 2009

CONTRACT PERIOD THROUGH JANUARY 31, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CRISIS INCIDENT MANAGEMENT SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 02, 2006 (Eff. 02/01/06).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Warren Leek, Emergency Management
Mirheta Muslic, Materials Management

CONTRACT PURSUANT TO RFP

SERIAL 05133-RFP

This Contract is entered into this 1st day of February, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ESI Acquisition, Inc., an Delaware corporation ("Contractor") for the purchase of Crisis Incident Management Software and applicable implementation and support services.

1.0 TERM

1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of February, 2006 and ending the 31st day of January, 2009.

1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the RFP.

2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contract number, purchase order number, item numbers, description of equipment and services, quantities, unit prices, and extended totals and applicable sales/use tax.

3.0 DUTIES

3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

3.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.

3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 **INDEMNIFICATION**

4.1.2 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.3 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY.**

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

4.1.4 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

CLARIFICATION: Coverage will be primary for all policies where the county is named as an additional insured.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

CLARIFICATION: Insurance carrier can name the county, its agents, representatives, officers, directors, officials and employees as Additional Insureds on the General Liability and Umbrella.

The County can be added as Additional Insured on the Auto, but cannot name agents, representatives, officers, directors, officials and employees.

Agents, representatives, officers, directors, officials and employees cannot be added under the Workers Compensation or Professional Liability.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

CLARIFICATIONS: A Waiver of Subrogation cannot be added.

4.1.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

CLARIFICATION: Maricopa can be named as an Additional Insured for operations – not products. Provider cannot provide a form as broad as the CG 20 10 10 01.

4.1.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than $1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.4.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

4.1.5 Certificates of Insurance.

4.1.5.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.5.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

ESI Acquisition, Inc.
Curtis R. MacDonald – Vice President, Operations
699 Broad St., Suite 1100
Augusta, GA. 30901
PHONE: 706-823-0911
FAX: 706-826-9911

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

BY: _____ _____
DIRECTOR, MATERIALS MANAGEMENT DATE

BY: _____ _____
CHAIRMAN, BOARD OF SUPERVISORS DATE

ATTESTED:

_____ _____
CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

_____ _____
DEPUTY MARICOPA COUNTY ATTORNEY DATE

EXHIBIT - A

SERIAL 05133-RFP
PRICING SHEET C7030003/NIGP 20845

BIDDER NAME:	ESi Acquisition, Inc.
VENDOR # :	58-2498832
BIDDER ADDRESS:	699 Broad Street, Suite 1100, Augusta, GA 30901
P.O. ADDRESS:	na
BIDDER PHONE #:	706 823 0911
BIDDER FAX #:	706 826 9911
COMPANY WEB SITE:	www.esi911.com
COMPANY CONTACT (REP):	Curtis R. MacDonald
E-MAIL ADDRESS (REP):	cmacdonald@esi911.com

ACCEPT PROCUREMENT CARD: __X___ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES __X__ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X__YES _____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

NET 30 _____X_____

1.0 PRICING: HYBRID SOLUTION

Hybrid Solution - WebEOC Professional - Standard Edition and MapTac are installed locally on customer provided server. One (1) NSI Double-Take Software License would be installed on Maricopa's local server in order to mirror data from the local (Maricopa) server to ESi's ASP back-up site.

1.1 BASE SOFTWARE PRICING (Applicable Breakdown Below 1.1.1 - 1.1.2)

1.1.1 WebEOC Professional - Standard Edition
1.1.2 MapTac

1.2 ADDITIONAL MODULE PRICING (OPTIONAL)

1.3 THIRD PARTY SOFTWARE PRICING*

1.4 TECHINCAL SERVICES

To Include any and all Installation,
Training, and Travel
Costs

1.5 SUPPORT/SUBSCRIPTION/MAINTENANCE FEES

Provide Detail on any and all Applicable
Annual Fees

Year 1 ASP Subscription + ASP Setup

Year 2 ASP Subscription (Fee if prepaid Annually)
Double-Take Std Annual Support and Maintenance Renewal (per License)

Year 3 ASP Subscription (Fee if prepaid Annually)
Double-Take Std Annual Support and Maintenance Renewal (per License)

2.0 PRICING OPTIONAL SOFTWARE

	Product ID	Description
2.1	WebEOC GISe (Estimated)	
	2004-CIMS-GISE	WebEOC®GISe
2.2	WebEOC Professional Edition - ENTERPRISE (As a substitution to Standard Edition (See 1.1.1 Above)	

3.0 PRICING TECHNICAL SERVICES

3.1	11-TSWIT-CU	WebEOC®GISe Remote Installation Tech Support
	OR	
3.2	11-TSWIT-A4	WebEOC® GISe Onsite Installation (Estimated)
3.3	11-TSTDR-AA	Technical Services - Each Additional Day Onsite (Travel included)
3.4	11-TSPHR-AA	Technical Services - Normal Hourly Rate (WebEOC Software Configuration)

EXHIBIT – B
SCOPE OF WORK
05133-RFP

05133- RFP CRISIS INCIDENT MANAGEMENT SYSTEM

1.0 INTENT

To supply a web-based crisis information management system product that will aid in the management of any multi-jurisdictional incident in the Maricopa County Emergency Operations Center (EOC) and be capable of sharing that information with other entities, municipalities, or like through a web browser interface.

2.0 SCOPE OF WORK:

2.1 GENERAL SYSTEM REQUIREMENTS:

2.1.1 Product must provide an interface to collect and store digital information relating to an emergency event.

2.1.2 Product must be compatible with, and capable of integrating, and establishing connectivity with Microsoft and ESRI software platforms.

2.1.3 Product must be capable of sharing incident specific information between positions in the EOC, between internal EOC users, and outside agencies. Product must be capable of creating a log of incident related information including but not limited to incident developments, response actions, temporal log, resource allocation, and shift information. The log must be accessible in the user interface and be readable when projected in an EOC. The product must provide export capabilities. Product must provide for export into common data formats such as Excel, Access, and comma delimited.

CLARIFICATION: WebEOC supports export to comma delimited data format.

2.1.4 Product must have capability to display incident related information using database forms. These forms must be flexible enough for the system administrator to be able to create custom forms and modify existing forms to meet the information needs of a dynamic incident response. Default forms must be part of the core product.

2.1.5 Product must have the capability of saving any incident response information and provide the ability to replay incident for post incident review. In addition the product must be capable of building a simulated incident for playback to facilitate EOC training requirements.

2.1.6 User interface must be customizable to support dynamic incidents which require flexibility in data input, storage, retrieval and display. The user interface must be simple and straightforward. The product must require minimal end user training.

2.1.7 Product must support database queries and text string searches of the database.

2.1.8 Vendor must provide bandwidth requirements to support different modes of access.

2.1.9 Product must use a mainstream application platform and database structure / format. Product must be able to run in a Microsoft Windows operating system and utilize Microsoft SQL Server database software (Most current version of SQL Server).

2.1.10 Product must provide for system back-up and restore procedures for the application data and database log files. The standard SQL Server data and log backup capabilities must be exposed to the system administrator.

CLARIFICATION: The data is not exposed through the WebEOC application itself, but through SQL Enterprise Manager tools or other backup software.

WebEOC® Professonal and MapTac meet ALL requirements as outlined in Section 2.1.

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

2.2.1 Installation – Customer

Customers are responsible for securing their WebEOC implementation.
Microsoft SQL Server and Microsoft Internet Information Service (IIS) are the database and web server software used with WebEOC. Both can reside on the same computer (server), or separate web and database servers can be implemented.

Although not a requirement of WebEOC, if your agency requires user access from the "internet" then ESi *recommends* SQL and IIS on separate servers. When deploying separate servers, placing the Web server in a DMZ offers an additional layer of protection. *In addition, ESi recommends against making your Web server accessible to the public without implementing SSL.* Implementing Windows Authentication should also be considered.

CONTRACTING ENTITY WILL BE RESPONSIBLE FOR THE FOLLOWING

- Designate a Project Manager.
- Designate an IT or EM resource who will accompany ESi during software installation and testing.
- Provide server(s) as per ESi hardware specifications.
- Prior to WebEOC installation
  - Install latest Operating System (Microsoft Windows Server 2000 or 2003) security and service pack updates.
  - Implement all required network security measures (e.g. hardware firewall) prior to WebEOC installation.
  - IIS should be installed on designated web server(s) with all current updates.
  - Unless MSDE 2000 will be installed by WebEOC (see Database Software discussion below), SQL Server 2000 should be installed on designated database server or combined web/database server with all latest security and service pack updates.
  - Open port 80 (443 for SSL) when placing the web server behind a firewall.
  - Open TCP/UDP ports 1100 and 1105 if replicating (using Double-Take) through a firewall.
  - Open SQL port 1433 if placing a separate web server in a DMZ.
  - If WebEOC's Messaging component is to be used to pass email, SMTP traffic (Port 25) must be allowed on the network.
  - Server(s) should be attached to network.
  - Provide server IP address(es). If internet access to WebEOC is required, obtain and assign a *public* IP address.
- Obtain SSL certificate (if SSL will be implemented) and install on [Web] server.

- Install Anti-virus software after WebEOC installation is complete.
- Provide software and hardware to backup WebEOC's database (as required). Customer is responsible for implementing database backups.
- Provide facility where WebEOC Administrator training will occur. Trainees should have their own computers and be able to access the WebEOC server. An overhead projection capability should also be provided.

2.3 SYSTEM SECURITY

2.3.1 Product must provide ability to restrict edit access to screens / records.

2.3.2 Product must provide ability to restrict view access to screens/records.

2.3.3 Product must provide logging of all changes to screens/records and identify who has made the changes.

2.3.4 Product must provide adequate access/authorization controls and adjust access (read, write/update, delete) accordingly.

2.3.5 Product supports HTTPS.

2.3.6 Product provides programmatic controls for common web vulnerabilities.

2.3.7 Product must comply with the requirements of Maricopa County standards for access from the Internet.

Application Security – Programmatic Controls

ESi contracts with Aspect Security, Inc. to conduct penetration testing and application security code reviews of WebEOC software. These reviews cover: authentication, authorization, parameter use, cross-site scripting, buffer-overflows, command injection, error handling, cryptography, system administration and server configuration. They also thoroughly examine unnecessary and malicious code, concurrency, denial of service, privacy, logging, integrity, pooling, caching, reuse, code quality, legislative compliance, and site-specific policies. They are also involved in ESi's Application Security Policy Development.

Every ESi WebEOC developer attends Aspect Security's Web Application Security Developer Training.

ESi takes application security very seriously. Patrick Morrissey, Deputy Director, Law Enforcement and Intelligence Sub-Division, NationalCyber Security Division (DHS) was a speaker at ESi's recent Annual WebEOC User Conference. In addition to Aspect Security's presentation on application security, ESi conducted several sessions specific to WebEOC security for our users.

2.4 SYSTEM REQUIREMENTS

On the assumption that Maricopa implements WebEOC based on a local installation model and that Maricopa *users* will require access from the internet, a minimum of three servers (customer provided) are recommended.

- (Primary) Web Server in a DMZ
- (Primary) Database Server behind Firewall
- Redundant Web/Database Server

Server system (hardware/software) requirements are as follows:

<u>WebEOC Server(s) > 50 Concurrent Users</u>
Dual Xeon or P4
2GB RAM
Three 36GB SCSI 15K RPM Hard Drives (RAID5)
RAID Controller Card
CD-RW/DVD
10/100 NIC
Dual Power Supplies

CIMS Application Software
WebEOC*Professional* – Standard Edition
WebEOC Second Server Software
WebEOC MapTac

OEM/Third Party Software
Microsoft Windows Server™ 2003
Microsoft® Internet Information Services (IIS)
Microsoft® SQL Server™ 2000 STD (Per CPU or CAL)
NSI Double-Take Standard Edition (per database server)

OR

<u>WebEOC Server(s) > 50 Concurrent Users</u>

Dual Xeon or P4
4GB RAM
Two 18GB SCSI 15K RPM Hard Drives (RAID1)
Three 36GB SCSI 15K RPM Hard Drives (RAID5)
RAID Controller Card / Split Backplane
CD-RW/DVD
10/100 NIC
Dual Power Supplies

CIMS Application Software
WebEOCProfessional – Standard Edition
WebEOC Second Server Software
WebEOC MapTac

OEM/Third Party Software
Microsoft Windows Server™ 2003
Microsoft® Internet Information Services (IIS)
Microsoft® SQL Server™ 2000 STD (Per CPU or CAL)
NSI Double-Take Standard Edition (per database server)

NOTE 1: Two different hardware solutions are provided. The latter is more redundant (e.g. increased number of hard drives) or offers better performance (increased memory). Multiple hard drives or redundant power supplies also guard against single points of failure.

NOTE 2: Hardware requirements need not be identical if implementing separate Web and Database servers (e.g., a RAID1/RAID5 Hard drive set would not be required for Web Servers).

NOTE 3: WebEOC and Double-Take software are included in this proposal.

Minimum System Requirements (User):

Any PC running Microsoft Internet Explorer 6.0 or higher

NOTE: Microsoft's recommended system configuration for Internet Explorer 6 SP1 is Microsoft Windows 2000, Windows Millennium Edition (Windows ME), or Microsoft Windows NT® 4.0 with the high encryption version of Service Pack 6a (SP6a) and higher, Windows 2000, or

Windows XP on a computer with a Pentium III processor and 128MB of RAM. Minimum requirements can be found on Microsoft's Web site.
Minimum System Requirements (PDA)
Microsoft Pocket Internet Explorer 3.02

Bandwidth Requirements. WebEOC has no specific bandwidth requirements. Users should be able to access WebEOC over any connection (to include dial-up) recognizing that connection speed may affect board refresh rates.

2.5 REPORTING REQUIREMENTS

2.3.8 The system must provide a flexible reporting environment for analyzing information during and after an event without the use of external report generators. This reporting capability must include the ability to organize information into user developed formats.

2.6 ACCEPTANCE:

For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Agreement. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.7 BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES (MANDATORY)

Each vendor proposal must include a full description of and provide a detailed overview for:

2.7.1 Your current and proposed Business Continuity Practices and Approaches as they relate to the daily operation and possible interruptions of service (OUTAGES).

2.7.2 Your current and proposed Data Backup and Restore practices. This should include an explanation of the standards, procedures, methods, cycles, turnover, retention periods and offsite capabilities.

2.7.3 Your current and proposed Disaster Recovery Procedures and Standards and how they will be implemented into the proposed system solution to cover any disruptions in service (OUTAGES) and minimize any downtime.

ESi proposes to provide a redundant system capability by installing a WebEOC® Professional Second Server license and NSI® Double-Take® software, a third party replication/fail-over utility.

Disaster Recovery

For locally hosted systems, we recommend hardware redundancy to the extent budgets allow.

We recommend installing the primary WebEOC server within the EOC. This allows continued use during an internet outage/loss of connectivity. The backup WebEOC server can be installed in the EOC or in a geographically separate facility. Regardless of location, backup power (UPS and Generator) should be provided. ESi has customers (e.g. Maryland EMA)

whose primary WebEOC server is at the Maryland State EOC and their backup server is hosted by ESi. Several customers have installed WebEOC on a laptop equipped with PCMCIA video cards capable of driving three projectors. This "mobile command post" concept will fit in one bag for easy relocation/transportation to an alternate facility

Microsoft SQL Server 2000 Enterprise Manager's Maintenance Plan can be used to perform regular backups of the database to an alternate location/server. Third party backup software (with the ability to backup an open SQL database) can also be used to conduct regular tape backups.

If the WebEOC database and system files were properly backed up, a complete system restore should take no longer than 20 minutes, assuming the OS and database software had already been installed. A system that has been imaged would just copy the latest system files and attach the restored database.

2.8 TERMS AND PAYMENT:

Incremental/progress payment schedule shall be as follows:

- ***25% of Applicable Software and System Implementation Cost – Upon Delivery of Applicable Software and Delivery of Implementation Schedule***
- ***25% Applicable Software and System ImplementationCost - Installation completion to include establishment of connectivity.***
- ***Upon Acceptance (as defined in Section 2.6 ACCEPTANCE) REMAINING Applicable Software and System Implementation cost, plus any other additional applicable outstanding costs.***

2.9 TRAINING:

WebEOC Installation and Training

Technical services assume one person onsite for three days of installation and WebEOC training.

Software installation on a single server can normally be accomplished within one hour. Multiple servers, multiple servers in different locations, installation of mirroring software, etc., require additional time. Once software installation is complete, the remainder of day one is reserved for training.

- WebEOC Administrator and User training will be provided to the person or persons responsible for administering the system. Administrator training will provide instructions on how to setup and manage WebEOC.
- Administrators need not be IT professionals. Customer will ensure that employees or contractors responsible for program implementation and knowledgeable in their agency's emergency response process and procedures attend Administrator Training. Attendance by agency personnel with the authority to dictate how the software will be used during an emergency response is essential to successful implementation.
- Class size should not exceed ten students. Although a minimum number is not specified, training should include enough system administrators to ensure one is available for duty during any protracted event.
- ESi does not routinely train individual users, nor should *users* attend administrator training. Esi will provide user training to WebEOC Administrators. Unless Esi is contracted to provide user training, customer's designated administrators will be responsible for this activity. User training should not be scheduled or conducted until an agency's system is fully configured and customized in accordance with local policy.
- Upon completion of administrator training, the balance of time onsite is used to better understand an agency's process, discuss implementation, and assist with user setup. Based on Esi's understanding of an organization's internal process, an overview of 'best practices' adopted by similar agencies can be provided along with any status boards developed by other WebEOC customers.
- Additional training days or consulting services can be contracted.

PLEASE SEE APPENDIX 1 – STANDARD WebEOC Training Syllabus for full outline of proposed Training.

2.10 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.11 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

- Maricopa County/ESi execute Contract.
- Maricopa County submits Purchase Order for desired products to ESi.
- ESi/Maricopa will coordinate and schedule three days of onsite installation and training based on receipt of purchase, products purchased, customer and vendor availability, installation of hardware, etc.
- Two weeks prior to installation, ESi makes travel arrangements.
- One week prior to installation, ESi adds Maricopa County to the ASP and orders 3rd Party Software (NSI Double-Take Standard). See Notes
- ESi travels to Maricopa County.
- Day One [Onsite]: Install Double-Take software on Maricopa's local WebEOC server. Software installation on a single server can normally be accomplished within one to two hours. Once software installation is complete, WebEOC administrator training will commence.
- Days Two and Three [Onsite]: Administrator training (if not completed on Day one) and implementation of Maricopa's basic emergency management process elements continues.
- ESi returns to Augusta, GA.

NOTE 1: Software support begins on the day that Maricopa is set up on the ASP. If WebEOC software is shipped in advance of ASP setup, then WebEOC software support will commence at the time the software is shipped.

NOTE 2: Year 1 software support on Double-Take begins the day the software is *shipped* by the vendor to ESi. Software assurance/support on third-party products will typically expire prior to that of WebEOC.

2.12 LICENSED SOFTWARE WARRANTY:

The Contractor shall provide Emergency Management with the manufacturer's warranty for all applicable licensed software provided by contractor. The length of the manufacturer's warranty shall be deemed the Base Licensed Software Warranty Period for each software product. During the Base Licensed Software Warranty Period for each software product, Contractor shall, **without** additional cost to Emergency Management and in a timely manner without delay, provide to Emergency Management all changes to the licensed software packages that are necessary to maintain the software warranties, or deemed necessary by the software publisher(s), such as minor or major patches or upgrades to fix bugs or problems in the software. Corrective actions that require access to Emergency Managements computer systems or network shall be performed at a time and manner agreed to by the Emergency Management Manager. Contractor shall provide Emergency Management with copies of all software manufacturer's warranty terms and registration materials.

2.13 SERVICE LEVEL AGREEMENTS - SUPPORT

WebEOC Software Support

Year 1 software support is included with the purchase of WebEOC®*Professional*. Software support begins on the 1st day of the month after the software is *shipped* to the customer or is installed by ESi. Normally, WebEOC software is hand carried by ESi personnel performing installation and training (I&T). However, software will be shipped in advance if requested.

NOTE: Year 1 software support on third party products (e.g. Double-Take, ServletExec, ArcIMS) begins the day the software is *shipped* by the vendor to ESi. Software assurance/support on third-party products will typically expire prior to that of WebEOC. Similarly, when WebEOC*GISmp* is

elected, the subscription to Microsoft's Web service can also be expected to expire prior to that of ESi's WebEOC software support.

WebEOC Software Support includes 24/7 phone support and all WebEOC®*Professional* software updates. Software updates include:

- Correction Release: Provided to resolve software anomalies (e.g., v6.0.1, 6.0.2, etc.)
- Point Release: Modifications to current generation of software that include enhancements, improvements (e.g. v6.3, to 6.4)
- Level Release: New release or new generation of software (e.g., v6.0 to 7.0)

Software updates and their associated release notes are normally downloaded from our website and applied by the customer. Email is used to notify customers when and where new releases are available. Customers must provide and maintain current contact information for those individuals designated to receive these notices. Contact information should include name, title, business mailing address, email address, phone and fax number.

Beginning with Year 2, customers may choose to continue software support or opt for software upgrades/technical support at ESi's then current rates.

2.14 WEB EOC TECHNICAL SUPPORT CONTACTS AND ESCALATION PLAN

When requesting technical support, customers should call the Tech Support Help Desk number listed below. Alternatively, questions or problems of a non-critical nature may be emailed to support@esi911.com or submitted through the WebEOC forum at www.esi911.com/forum.

	Toll Free
WebEOC Tech Support Help Desk	(877) 771-0911
WebEOC Tech Support Pager	(888) 243-7204

If no one is available to answer your call (when dialing the Toll Free Help Desk Number) you may:

- Leave a message and your call will be returned as soon as possible. Calls received outside ESi's normal duty hours (Monday – Friday 0800-1630 Eastern) will be returned the next business day.
- Alternatively, you be prompted to page the on-duty technician. If electing this option (or dialing the pager number direct), ensure that the call back number includes your area code.

ESi will field trouble reports for supported GIS interfaces (WebEOC*GISe* or WebEOC*GISmp*) on a 24/7 basis. However, GIS mapping support is only available 8x5, Monday through Friday.

Software support for WebEOC*GISe* and WebEOC*GISmp* is in addition to Software Support for WebEOC®*Professional*. Because *GISmp* is both an interface and a *subscription* to Microsoft's MapPoint Web Service, customers must renew *GISmp* software support annually for continued access to mapping data.

Customers who dial ESi's commercial number must ask to be transferred to tech support. If no answer, you may elect to page the on-duty technician or leave a message. Messages will be returned as described above.

2.14.1 ESCALATION PROCESS

If your call is for emergency support, and after paging the support technician you do not receive a call back within 10 minutes, call the following in the order listed:

Help Desk Lead	Brad Pond	(706) 823-0911 x 319 (Office) (803) 215-6449 (Cell)
VP Product Development	Nadia Butler	(706) 823-0911 x 308 (Office) (706) 836-5151 (Cell)

Chief Technology Officer	John O'Dell	(706) 823-0911 x 309 (Office) (706) 831-3753 (Cell)
Vice President, Operations	Curt MacDonald	(706) 823-0311- x 306 (Office) (706) 831-3660 (Cell)

2.15 SOFTWARE LICENSE AGREEMENTS

APPLICABLE LICENSE AGREEMENTS ATTACHED AS EXHIBIT C

2.15.1 TERMS AND CONDITIONS – WebEOC Professional Standard Edition

Proposed Model will Maricopa County to grant access to their WebEOC to other entities as users only – they can not be granted administrator persmissions to add users, set permissions, configure boards, or any other duties applicable to System Administration. All system Administration must be performed by Maricopa County Emergency Management.

2.15.2 TERMS AND CONDITIONS – WebEOC Professional – Enterprise Edition

The Enterprise version of WebEOC®*Professional* allows an agency to scale WebEOC over multiple web servers.

Utilizing Microsoft technology, a load-balanced WebEOC 6 environment is able to communicate among multiple web servers in order to synchronize updates and message alerts. All WebEOC data is centrally stored in a single active SQL Server Database, but the Web Server load may be shared across multiple servers using a Microsoft load-balanced cluster.

- Allows for the use of up to 32 Web Servers in a load-balanced cluster environment.
- The WebEOC Database is centrally located and accessed by all Web Servers with the ability to incorporate database redundancy.

Platform Requirements

- Microsoft Windows 2003 Server® (Enterprise Edition is needed if implementing Failover Clustering)
- SQL Server 2000 Standard Edition or Enterprise Edition (Enterprise Edition is needed for Failover Clustering)

Cost

The Enterprise Edition of WebEOC*Professional* is $55,000.00 vs $35,000.00 for the Standard Edition included in our response.

EXHIBIT C
SOFTWARE LICENSE AGREEMENT

WebEOC® Server License Agreement

ESi Acquisition, Inc.

WebEOC® Server License Agreement

IMPORTANT: NOTWITHSTANDING ANYTHING IN THE WRITTEN DOCUMENTATION, BY CLICKING ON THE "ACCEPT BUTTON," OR BY INSTALLING, READING, OR OTHERWISE USING THE SOFTWARE, OR BY OPENING THIS PACKAGE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE LICENSEE OR USER OF THIS SOFTWARE AND SUCH LICENSEE OR USER IS CONSENTING TO BE BOUND BY, AND IS BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL THE TERMS, YOU MUST CLICK ON THE "CANCEL BUTTON", OR CANCEL THE INSTALL, IF APPLICABLE, AND YOU WILL NOT HAVE ANY LICENSE TO ANY PART OF THE SOFTWARE, OR YOU MUST RETURN THIS PRODUCT, AND ALL MANUALS AND DOCUMENTATION, TO THE PLACE YOU OBTAINED THEM WITHIN TEN (10) DAYS OF PURCHASE FOR A REFUND. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THIS PRODUCT, ESi'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED QUANTITY, PRICE, PAYMENT AND LICENSE RESTRICTION TERMS AGREED UPON BY YOU AND ESi IN WRITING); IF THESE TERMS ARE CONSIDERED AN OFFER BY ESI, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS:

1. DEFINITIONS.

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b. "You" or "Your" means the person or business entity which accepted this License to use the Software or for whom such License was obtained.

c. "Server Software" collectively means all of the WebEOC® software You have received from ESi with this License.

d. "Licensed Machine" means a single box, whether a computer or server, with a single or multiprocessing unit.

e. "Documentation" means the WebEOC Administrator and User Manuals and any other WebEOC material provided by ESi with the Software, whether supplied as printed material or supplied electronically.

f. "License" has the meaning set forth in Section 2.1.

2. LICENSE AND PROTECTION.

2.1 License Grant. ESi grants to You, and You accept, subject to the following terms and conditions and payment of the applicable license fee, a limited nonexclusive, nontransferable, nonsublicensable, and revocable right to use the Software in accordance with this Agreement on one (1) Licensed Machine (the "License"). Additional licensing fees are required to use the Software on more than one (1) Licensed Machine. Such licensing fees are due and payable on a per Licensed Machine basis. In all instances, ESi reserves all rights not expressly granted to You. The Software is solely for Your use and the use of Your affiliates, contractors and third parties, including but not limited to County and State Emergency Management Agency personnel who require the information for a purpose directly related to Your authorized use of the Software. There is no limit to the number of devices that may access or utilize the Software installed on the licensed machine.

2.2 Protection of Software. You agree to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of ESi and/or its licensors. The Software source code and embodied trade secrets are not licensed to You. You agree not to disassemble or otherwise reverse engineer the Software in order to discover the source code and/or the trade secrets contained in the source code, and You will not allow third parties to do so. You may not, nor allow third parties to, modify or alter the Software in any way.

2.3 Confidentiality. The Software and Documentation contain confidential trade secrets of ESi. You agree to hold in confidence, not disclose and not use (except as expressly provided herein) the Software and Documentation and ensure that there is no breach, compromise or violation by Your employees, consultants, or independent contractors of such confidentiality obligations and ESi's trade secrets. You recognize and agree that there is no adequate remedy at law for a breach of this Section 2.3, that such breach would irreparably harm ESi for which monetary damages would not be an adequate remedy and that ESi is entitled to equitable relief (including, without limitation, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

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7.1 ESi shall have the right to terminate the license granted hereunder by giving written notice of termination to you only if You shall fail to pay the specified license fee when due or shall fail in any other material respect to comply with Your obligations regarding the use and protection of the Software and Documentation and such failure to pay or comply is not remedied to ESi's satisfaction within sixty (60) days after You receive written notice thereof from ESi. You acknowledge and agree that ESi may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

7.2 Upon termination, You shall immediately destroy the original and all copies of the Software and Documentation, or return them to ESi. The following sections shall survive the termination of this Agreement: the opening paragraph ("IMPORTANT: NOTWITHSTANDING ANYTHING . . . EXPRESSLY LIMITED TO THESE TERMS"), and Sections 2.2, 2.3, 2.4, 4, 5, 8, 10, 11, 12 and 13.

8. LIMITED WARRANTY. ESi is the owner of the Software or otherwise has the right to grant this license without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right.

8.1 ESi warrants that the Software will perform in accordance with the accompanying Documentation for a period of one (1) year from the date of purchase.

8.2 If programming errors or defects do occur during this period and during the term of any Software Support Plan, and ESi is promptly notified in writing of the nature of the error, ESi will correct the error without charge.

8.3 ESi's entire liability and Your exclusive remedy shall be, at ESi's option, either (a) correction of the error or (b) return of the license fee. This limited warranty does not cover errors attributable to accident, abuse or misapplication.

8.4 ESi disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with respect to the Software or accompanying Documentation. In no event shall ESi be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising out of the use of or inability to use the Software or accompanying Documentation.

8.5 Unless a Software Support Plan is in effect, any supplements or updates to the Software, including without limitation, any hot fixes provided to You after the expiration of the One (1) year warranty period are not covered by any warranty or condition, express, implied or statutory.

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11. NO DISABLING CODES, TIMERS, COUNTERS OR OTHER LIMITATIONS. The Software shall not include or contain any disabling code, timer, clock, counter or other limiting design or routine which causes the Software to be erased, inoperable or otherwise incapable of being used in the full manner for which it was designed and licensed pursuant to this Agreement after being used or copied a certain number of times, or after the lapse of a certain period of time, or after the occurrence or lapse of any similar triggering factor.

12. HIGH RISK ACTIVITIES. The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale in hazardous environments regarding fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). ESi AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

13 GENERAL CONDITIONS.

13.1 Governing Law. Unless otherwise stated in the Purchase Order, this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Arizona, USA regardless of application of choice of law rules or principles. This Agreement expressly excludes the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts sitting in Maricopa County, Arizona. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by the state of Arizona or U.S. federal law.

13.2 DELETED – NOT APPLCABLE

13.3 Waiver. No waiver of any right under this Agreement shall be effective unless in writing, signed by a duly authorized representative of ESi. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

13.4 Severability. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected.

13.5 Export Controls. Unless an appropriate license, exemption, or similar authorization has been duly obtained to ESi's satisfaction, You shall not, nor shall You authorize or permit Your employees, distributors, dealers, and/or agents to, export or re-export the Software or Documentation (including any information relating thereto) to any country specified as a prohibited destination in applicable U.S. laws, regulations, and ordinances, including the Regulations of the U.S. Department of Commerce, the Department of the Treasury and/or other government agencies. You agree to defend, indemnify, and hold harmless ESi from and against any claim loss liability, expense, or damage (including fines or legal fees) incurred by ESi with respect to any of Your export or re-export activities contrary to the foregoing instructions.

13.6 DELETED – NOT APPLICABLE

13.7 Language. English will be the controlling language of this Agreement.

13.8 Operating System. It is Your responsibility to fully comply with the applicable license agreements for any operating systems You may use with the Software. Results of benchmark tests or other performance tests run on the Software may not be disclosed to a third party without the prior written approval of ESi.

13.9 Other. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorney's fees. All terms other than references to this Agreement or those business terms necessary to process and complete an order, contained in any Purchase Order are void.

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- Use restrictions and authorizations for the software specified by NSI in its quotation, invoice or terms that accompany the software; and

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Copying

You may make and maintain one backup copy of the software provided it is used only for your own backup purposes and you keep possession of all backup copies.

Pre-Printed Terms

Any pre-printed terms and conditions of any documents used by any third party in connection with this Agreement shall not be binding on NSI and shall not be deemed to modify this Agreement.

Termination

NSI may terminate Your license upon notice for failure to comply with any of the license terms set forth herein. Immediately upon termination, the software, and all copies of the software, at NSI's option, will be destroyed or returned to NSI.

Limitation of Liability

EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW, IN NO EVENT WILL NSI OR ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFIT, LOST DATA, OR DOWNTIME COSTS), ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE SOFTWARE, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT NSI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any case, NSI's entire liability under any provision of this License shall be limited to amount received by NSI. Your use of the software is entirely at your own risk.

Limited Warranty

NSI warrants only that the software media will be free of physical defects for a period of ninety (90) days from delivery.

Exclusive Remedy. The entire liability of NSI and Your exclusive remedy for software that does not conform to this Limited Warranty shall be the repair or replacement of the defective media. This warranty and remedy are subject to Your returning the defective media during the warranty period to NSI or to the Distributor whom You obtained the software.

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If the software is licensed for use in the performance of a U.S. government prime contract or subcontract, You agree that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under vendor's standard commercial license.

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You acknowledge that this Software is subject to the export laws of the United States and agree to comply at all times with such laws. This Software or any

omponents, data, code or technology thereof may not be exported except in full compliance with all United States and other applicable laws and regulations. You hereby represent and warrant that you: (A) are not a citizen or resident of Cuba, Iraq, Libya, Sudan, North Korea, Iran, or Syria, and if a legal entity, (B) are not an entity formed under the laws of Cuba, Iraq, Libya, Sudan, North Korea, Iran, or Syria, or (C) are not included on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Commerce Department's Table of Deny Orders.

Severability

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

APPENDIX 1 – STANDARD WebEOC Training Syllabus

Standard WebEOC Training Syllabus

Overview

WebEOC Administrator and User training will be provided to the person or persons responsible for *administering* the system.

ESi does *not* routinely train individual users, nor should *users* attend administrator training.

ESi will provide user training to WebEOC Administrators. Unless ESi is contracted to provide user training, customer's designated administrators will be responsible for this activity.

User training should not be scheduled or conducted until an agency's system is fully configured and customized in accordance with local policy.

WebEOC *Administrator* training is hands-on training structured in a "Train the Trainer" format.

Administrators need not be IT professionals. Customer will ensure that employees or contractors responsible for EM Program implementation and knowledgeable in their agency's emergency response process and procedures attend Administrator Training.

Attendance by senior EM personnel (e.g. Director or Deputy Director) is essential to successful implementation.

For maximum effectiveness, trainees should be afforded the opportunity to participate during each day of training without interruption. Trainees repeatedly called away either miss important elements or cause delays when they have to be "caught up" upon their return.

Class size should not exceed ten students. Although a minimum number is not specified, training should include enough system administrators to ensure one is available for duty during any protracted event.

Pre-Installation Activities:

Agencies must provide the following in support of onsite installation and training.

- User Names and Positions.
- Copies of Forms and/or Status Boards used locally for incident management.
- Trainees should have access to a PC or laptop running Internet Explorer 6.0 (or higher), each with connectivity to your WebEOC server.
- The room where training will occur should have at least one projector connected to a computer with access to the WebEOC server.

Training Outline

Part One: WebEOC Overview

Overview
--Logging in to WebEOC
--Understanding the Control Panel
--Displaying Information in WebEOC
--Adding & modifying information in WebEOC
--Understanding Forms, Links & Plug-ins
--Accessing, displaying and printing a Report

Chat
--Create, Use, Delete Chat Rooms
--Setting/Clearing Passwords

Contacts
--How to manage contact information
--Setting permissions
--How to Add, Edit, View, Search, Sort
--Importing & Exporting Contacts

Checklists
--Access, Display & View Checklists
--Checklist Statuses
--Add, View & Edit Remarks

Messages
--Access Messages
--Messages Window
--Messaging Functions
--New Message Notification

File Library
--Access File Library
--Add, Edit, View, Delete Files

NWS Alerts
--Access & View NWS Alerts

CAP
--Access, View & Send CAP Messages through the Disaster Management Interoperability Service (DMIS)

Pocket PC
--Update/View Status Boards, Messages, Contacts & Checklists

MapTac
--Add, Edit, & Delete Files, Markers, Tabs
--View & Print Maps
--Place, Move & Delete Markers
--Place & Delete Shapes
--Add (& Clear) Labels to Markers

Part Two: Administrator Training

Users: Agency's position hierarchy outlines basic structure of the agency

Roles: Review Functionality

Groups: Outlines functional groups and provides basic structure to implement process

Links: Create Links and enable them via Groups

Menus: Create Menus and add to Groups

Incidents: Create Incidents

Master Views: Create Master Views

Jurisdictions: Outlines how positions are grouped

Reporter: Create Reports and add to Groups

Admin Profiles: Create "super users"

Archives: Create Archive via Incidents

Audit Log: Demonstrate Audit Log Functionality

CAP Messaging: Common Alerting Protocol through the Disaster Management Interoperability Services (DMIS) CAP Service

Dual Commit: Dual Commit Configuration and Test (if possible)

General: Setting Security Permissions & Email Server Configuration

Scroller: Multi-Board Data Display

Sessions: Demonstrate Sessions Functionality

Simulator: Create & Run Simulations

Boards: Create status boards for training that may be used later

Lists: Create lists that will be used in crafting boards

Checklists: Create Checklists

MapTac: Configuration and Use

Part Three: Process

Use what you have learned during Parts One & Two to begin setup of your WebEOC system and implement your basic emergency management process elements.

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