

SERIAL 11030 RFP EMERGENCY NOTIFICATION SYSTEM

DATE OF LAST REVISION: January 15, 2015 CONTRACT END DATE: January 31, 2018

CONTRACT PERIOD THROUGH JANUARY 31, ~~2015~~ 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **EMERGENCY NOTIFICATION 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 **January 05, 2012**.

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, Chief Procurement Officer
Office of Procurement Services

SA/jl
Attach

Copy to: Office of Procurement Services
Richard Langevin, Emergency Management

(Please remove Serial 05198-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11030-RFP

This Contract is entered into this 5th day of January, 2012 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **Airbus DS Communication, Inc.** ~~Dialogic Communications Corp (dba Cassidian Communications)~~, a Tennessee Corporation ("Contractor") for the purchase of Emergency Notifications System services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Three (3) years, beginning on the 5th day of January, 2012 and ending the 31st day of January, ~~2015~~**2018**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment shall be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials shall be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. **Separate invoices for taxable and non-taxable items shall be submitted** At a minimum, the invoice shall provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms

- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 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.

6.0 TERMS AND CONDITIONS:

6.1 INFRINGEMENT INDEMNIFICATION:

6.1.1 The Contractor agrees to hold County harmless from liability to third parties resulting from infringement of any United States patent or copyright or trade secret by the Contractor software purchased hereunder and Contractor further agrees to pay all damages and costs, including reasonable legal fees, which may be assessed against County under any such claim or action. Contractor shall be released from the foregoing

obligation unless County provides Contractor with (i) written notice within fifteen (15) days of the date County first becomes aware of such a claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Without limiting the foregoing, if a final injunction is, or Contractor believes, in its sole discretion, is likely to be, entered prohibiting the use of the software by County as contemplated herein, Contractor will, at its sole option and expense, either (a) procure for County the right to use the infringing software as provided herein or (b) replace the infringing software with non-infringing, functionally equivalent products, or (c) suitably modify the infringing software so that it is not infringing; or (d) in the event (a), (b) and (c) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to County an equitable portion of the license fee paid therefore. Except as specified above, Contractor will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Contractor assumes no liability for infringement claims with respect to software (i) not supplied by Contractor, (ii) made in whole or in part in accordance to County's specifications, (iii) that is modified after delivery by County, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where County continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where County's use of the software is not strictly in accordance with this Agreement. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CONTRACTOR AND THE EXCLUSIVE REMEDY OF COUNTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE.

6.2 GENERAL INDEMNIFICATION:

- 6.2.1 Contractor agrees to indemnify, save, hold harmless and at County's request, defend County, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with any bodily injuries or damages incurred as a result of Contractor's negligence while traveling to or from County's premises or while performing services on County's premises.
- 6.2.2 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.
- 6.2.3 The scope of this indemnification does not extend to the sole negligence of County.

6.3 INSURANCE REQUIREMENTS:

- 6.3.1 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 A-, VII or higher. 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 shall be acceptable to County.
- 6.3.2 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.
- 6.3.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 6.3.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.3.5 The insurance policies may provide coverage that 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. Contactor 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.
- 6.3.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.
- 6.3.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 6.3.8 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, and shall not contain any provision which would serve to limit third party action over claims. 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.
- 6.3.9 Automobile Liability.
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 6.3.10 Workers' Compensation.
- 6.3.10.1 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 under this Contract; and 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.
- 6.3.10.2 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 Contract.
- 6.3.11 Certificates of Insurance.
- 6.3.11.1 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 UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

6.3.11.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

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

6.3.12 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.

6.4 WARRANTY OF SERVICES:

6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract, including but not limited to the warranty provisions specified in Exhibit E, Services Agreement. County’s acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 INSPECTION OF SERVICES:

6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.5.3 If any of the services do not conform to the Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.5.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.5.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.5.4.2 Terminate the Contract for default.

6.6 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.7 **INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.8 **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 85003-2494

For Contractor:

Airbus DS Communications, Inc.
Attn: Legal Department
117 Seaboard Lane, Suite D-100
Franklin, TN 37067

6.9 **REQUIREMENTS CONTRACT:**

6.9.1 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 (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.9.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be cancelled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable 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 or notice to proceed.

6.9.3 Purchase orders will be cancelled in writing.

6.10 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.11 TERMINATION FOR DEFAULT:

6.11.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.11.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.11.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.11.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.13 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.

6.14 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.

6.15 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.~~

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

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.16 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.17 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 shall reference the Proposal Serial Number and identify the job project.

6.18 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.19 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.19.1 In accordance with section MCI ~~367~~ **371** of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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.

6.19.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation 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.

6.19.3 **If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

6.20 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.

6.21 ALTERNATIVE DISPUTE RESOLUTION:

6.21.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.21.1.1 Render a decision; Notify the parties that the exhibits are available for retrieval; and

6.21.1.2 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.21.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.21.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.22 SEVERABILITY:

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

6.23 RIGHTS IN DATA:

The County shall own have the use of all 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.

6.24 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.25 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.

6.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Shall the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

- 6.27.1 ~~By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~
- 6.27.2 ~~The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Shall the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.28 CONTRACTOR LICENSE REQUIREMENT:

- 6.28.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or EXHIBIT A s part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.29 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.29.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 6.29.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.29.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.29.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.29.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.29.2 Should the Contractor not be able to provide this certification, an explanation as to why shall be attached to the Contact.

6.29.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.30 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.31 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.32 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.33 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.33.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.33.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.34 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.34.1 Exhibit A, Pricing;

6.34.2 Exhibit B, Scope of Work;

6.34.3 Exhibit C, Vendor Questionnaire

6.34.4 Exhibit D, Materials Management Contractor Travel and Per Diem Policy

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

CONTRACTOR

Emma R Forrest

AUTHORIZED SIGNATURE

Emma L. Forrest, Legal Counsel

PRINTED NAME AND TITLE

117 Seaboard Ln., Ste D-100, Franklin, TN 37067

ADDRESS

12.21.11

DATE

MARICOPA COUNTY

[Signature]

CHIEF PROCUREMENT OFFICER
OFFICE OF PROCUREMENT SERVICES

1/25/12
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

Jan 12 2012
DATE

RFP) at no cost.

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

An EMERGENCY NOTIFICATION SYSTEM (ENS) with components is required to support Maricopa County communications capability during a critical event that could potentially result in a serious disruption of governmental operations for an extended period. The ENS shall allow management to: notify key internal staff, other governmental agencies, other political subdivisions within Maricopa County, quickly and effectively, using a variety of communication devices as identified below. It shall initiate, log and manage all emergency notifications, and be capable of automatically delivering messages, collecting the responses in real-time and connecting individuals to a conference bridge. The hosted service shall allow the dissemination of messages, either pre-recorded or created on-the-fly, to specific individuals or selected groups of individuals throughout Maricopa County. Activation of a notification or scenario shall be accomplished either by phone or via the Internet. In addition, the ENS shall provide a Text-to-Speech capability.

The ENS shall be capable of delivering voice/text messages to the following devices:

- EMAIL (w/attachments)
- Cellular/Wire Phones
- PAGER (Alpha & Numeric)
- PDA
- SMS
- Satellite Phones

The ENS shall also be capable of FAX.

The ENS shall be a hosted based system.

The ENS shall support the delivery of the message to each contact in any order or to any combination of devices, with the ability to wait between devices.

The ENS shall include the following:

(10) TEN separate databases (one for each division and one for headquarters).

(60) SIXTY administrator accounts (ability to obtain more, if needed) with full access to the ENS and the ability to add users, import/export all data, update all information and set access rights.

(200) TWO-HUNDRED additional users with limited access as granted by the administrators, to create scenarios, messages, groups and activate scenarios.

The system shall be capable of separate billing by database.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.11, below)

2.0 SCOPE OF WORK:

2.1 TECHNICAL REQUIREMENTS – APPLICATION/CONNECTIVITY

- 2.1.1 The emergency notification system shall be able to automate communications and send notifications to individuals based on grouping structures and other criteria (e.g., emergency teams, management, etc.).

CASSIDIAN COMMUNICATIONS RESPONSE: COMPLY:

The system provides for message delivery during a notification through multiple communication technologies to predefined groups of individuals and allows users to create, classify and notify groups based on virtually any criteria.

- 2.1.2 The emergency notification system shall be operational 99.99% of time.

CASSIDIAN COMMUNICATIONS RESPONSE: COMPLY

- 2.1.3 The emergency notification system shall be completely web-based. No hardware or software will be installed on-premise, excluding web browsers.

CASSIDIAN COMMUNICATIONS RESPONSE: COMPLY:

The Communicator! NXT system is fully web-based.

- 2.1.4 The emergency notification system shall be provided through a service supported by back-up operations geographically separated and redundant architecture (alternate hosted facility).

CASSIDIAN COMMUNICATIONS RESPONSE: COMPLY:

The proposed Communicator! NXT solution shall reside on a secure server inside one of Cassidian Communications geographically dispersed hosting facilities, which are ISO 9001:2008 certified or SAS 70 Type II data centers. Data centers are located in Franklin, TN and Mesa, AZ.

- 2.1.5 The emergency notification system shall be scalable in the event more phone resources are required. Describe system capability and limitations

CASSIDIAN COMMUNICATIONS RESPONSE: COMPLY:

Hosting systems shall be sized to accommodate Maricopa County's individual needs. With dedicated hosting, Maricopa County can size a hosted system to specific phone resource requirements that are dedicated solely to their use. Within the shared hosted environment, Maricopa County shall be configured in a shared pool of phone resources, as Maricopa County places demands on the system the additional available phone resources will be allocated to Maricopa County. This shall be done seamlessly without any requirement on Maricopa County's part.

- 2.1.6 The emergency notification system shall be able to deliver the message using a calling sequence. If a call recipient is not available on the first device, the emergency notification system will try the next device on the list (and so on).

CASSIDIAN COMMUNICATIONS RESPONSE: COMPLY:

The Cascade Calling feature allows Maricopa County to contact the first members of each group simultaneously. It will attempt to contact members by each device associated with that contact before notifying the next contact in each group.

- 2.1.7 The vendor shall provide access to inbound-only phone lines during an outbound notification. Paged parties can call into the emergency notification system to: (a) confirm receipt of the page, and or (b) obtain additional information.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The system will allow the allocation of inbound-only telephone lines during an outbound notification, so that paged parties can call into the system to (a) confirm receipt of the page and (b) obtain additional information via the Inbound Bulletin Board.

- 2.1.8 The emergency notification system shall have the ability to record speech via the Internet (i.e., make voice recordings).

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Messages can be recorded over the phone or over the Internet. While a message from a recognized person is best, messages can also be typed and converted to speech, using Text-to-Speech technology.

- 2.1.9 The emergency notification system shall be able to provide multiple, simultaneous access for developing, maintaining and activating notifications.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The solution is specifically designed to provide the means to send multiple activations concurrently. The web-based application accommodates enterprise/regional use, allowing multiple operations to safely and securely share critical resources in times of need.

- 2.1.10 The emergency notification system shall have the ability to record speech for messages over the phone.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Messages can be recorded over the phone.

- 2.1.11 The winning proposal shall provide a complete system with all data; e.g. contacts, groups, messages, and scenarios moved to the new system so as to provide a turnkey implication without loss of data or downtime by November 31, 2011.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.2 TECHNICAL REQUIREMENTS – CAPABILITIES

The solution shall include web-based, scenario-driven functionality for calling employees. Users shall be able to pre-establish multiple scenarios (minimum of 300) that include the following elements:

- 2.2.1 The contacts application element of the emergency notification system should be capable of storing contact information on 20,000 individuals per database.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.2.2 The contacts application element of the emergency notification system shall be able to include a field for a personalized identification code that can be assigned by the user rather than automatically assigned by the emergency notification system.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The application also includes a means for delivering security-sensitive information through user-defined ID codes (up to 20 digits), such as PINs, badge numbers or the last four digits of the user's social security number.

- 2.2.3 The contacts application element of the emergency notification system shall allow for as many telephone numbers, email addresses, and pager numbers (including multiple pager services) for each individual as desired.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The application provides the ability to include up to 66 devices per contact, multiple telephones, and email and pager numbers can be used for each individual.

- 2.2.4 The contacts application element of the emergency notification system shall allow Maricopa County to define our own fields (user-defined fields) for, among other purposes, dynamic creation of groups using specific look-up criteria.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT emergency notification system provides Maricopa County with the interactive ability to build notification groups by either (a) defining a simple query based on contact database to automatically place contacts in a Dynamic group, or (b) assigning a specific contact to a Static group. Contacts that are imported into the database will show up in dynamic groups automatically if their data matches the queries in those groups. The groups can be used as often as necessary and included in as many scenarios as required. Likewise, a contact can belong to any number of groups.

- 2.2.5 The contacts application element of the emergency notification system shall be able to automatically poll contacts or allow contacts members to update their own contact information.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT systems allows Maricopa County to keep their contact data current by allowing individuals to update their own contact information, including the best way to reach them. The included survey module can poll individuals automatically.

- 2.2.6 The contacts application element of the emergency notification system shall be searchable on any field within the contact database.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT system allows Maricopa County users to search within Contacts for members based on selected criteria.

- 2.2.7 Emergency notification system shall discontinue calling a person once that person has been contact by any calling method.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.2.8 The emergency notification system shall allow the import and export of contact information in a common format.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT import option automatically imports data contained in the Maricopa County data file, into the Contacts database. Maricopa County data file can be an .xls or comma delimited .csv file. The Communicator! NXT solution also offers a desktop import validation utility to analyze, identify and allow corrections to contact data prior to importing to ensure import data meets the database format requirements. Group member listings can also exported to Microsoft Excel.

2.3 TECHNICAL REQUIREMENTS – GROUPING

- 2.3.1 The group application element of the emergency notification system shall allow the user to build notification groups by either (a) dragging and dropping individual contacts into a group, or (b) using look-up criteria of one or more fields to automatically place contacts in a group at the time of scenario activation.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT allows Maricopa County to create groups of individuals that can be used over and over again in different scenarios. This module provides Maricopa County the ability to build notification groups by using look-up criteria of one or multiple fields to automatically place contacts in a group. Optionally the system also allows a Maricopa County user to select specific individuals into named groups.

- 2.3.2 The emergency notification system shall allow any number of groups in a scenario.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Groups can be used as often as necessary and included in as many scenarios as required. Likewise, a contact can belong to any number of groups.

- 2.3.3 The emergency notification system shall include the ability to prioritize the groups within a scenario.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The system also provides the ability for Maricopa County users to prioritize notifications, allowing the system queue messages based on that priority.

- 2.3.4 Contacts shall be able to be in any number of groups.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.3.5 The emergency notification system shall allow import and export of group information in a common format.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.3.6 Individuals (users) that create groups shall be able to grant access to security users for the purpose of updating or deleting the groups where necessary.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Maricopa County System Administrator controls all system functions, including assigning roles for other Maricopa County users. They have unrestricted access to all system functions.

- 2.3.7 Individuals that create or modify groups shall be able to define as much criteria as may be necessary to pull in the appropriate contacts.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.3.8 Individuals that maintain groups shall be able to sort individuals within groups by any field within the contact database.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.4 TECHNICAL REQUIREMENTS – SCENARIOS

- 2.4.1 The scenario application element of the emergency notification system shall allow a user to assign groups to be notified, including as many groups as desired, in addition to:

- Order in which personnel within a group are to be notified
- Number of personnel within the group to be notified

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution helps you to **identify** the Groups to be notified and the order in which individuals within a group are to be contacted as well as choose the number of people within the group to be notified.

- 2.4.2 The scenario application element of the emergency notification system shall allow a user to assign the sequence in which communication devices are to be contacted (e.g., page first, wait, then call work number, wait, then call home number, wait, then call cell number).

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution allows a Maricopa County user to specify the device order and the system will call in the specified order until contact and confirmation is

made. The solution also allows Maricopa County to specify two calling sequences (during normal business hours and after business hours).

- 2.4.3 The scenario application element of the emergency notification system shall allow a user to assign a separate sequence for communication devices to be contacted after-hours.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The solution also allows Maricopa County to specify two calling sequences (during normal business hours and after business hours).

- 2.4.4 The scenario application element of the emergency notification system shall allow a user to assign the number of attempts to reach individuals and the amount of time to wait between attempts.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution allows a Maricopa County user to define the number of attempts to reach individuals and the amount of time to wait between attempts.

- 2.4.5 The scenario application element of the emergency notification system shall be capable of executing multiple scenarios simultaneously without user intervention; the system shall also provide the ability to allocate phone line resources based on the priority level of the scenario.

- Low priority scenarios shall yield phone line resources to high priority scenarios.
- Scenarios with comparable priorities shall share phone line resources.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

With the Communicator! NXT system Maricopa County can differentiate standard communications from emergency notifications and those with a higher priority setting will be allocated more telephone line resources.

- 2.4.6 The scenario application element of the emergency notification system shall allow a selection of reports to be distributed to specify contacts.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Reports can be emailed and/or printed throughout the notification, providing status updates for multiple recipients.

- 2.4.7 The scenario application element of the emergency notification system shall allow a user to assign the reporting methodology to multiple email recipients.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Reports can be emailed and/or printed throughout the notification, providing status updates for multiple recipients.

- 2.4.8 The scenario application element of the emergency notification system shall allow an authorized user to assign specific people the authority to access, modify, delete, or activate certain scenarios.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution allows authorized users to assign security permissions to designated security users to allow a scenario to be Modified, Activated and/or Deleted.

- 2.4.9 The scenario application element of the emergency notification system shall allow a user to choose whether a personal ID code should be entered before the emergency notification system will deliver the message.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The option to require a unique Identification Number for each scenario, which must be provided when activating by telephone, is available.

- 2.4.10 The scenario application element of the emergency notification system shall allow a user to choose the answering machine procedures to be used (i.e., whether activation message is delivered, a call-back number or an alternate message).

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The system is capable of detecting an answering machine or voice mailbox, and can leave an alternate message (as opposed to leaving the notification message) or a callback number. This ensures sensitive information is not left for unauthorized recipients to hear.

- 2.4.11 The scenario application element of the emergency notification system shall allow a user to assign the duration of call-out (e.g., 1 hour, 30 minutes, 5 minutes, 24 hours, etc.).

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution allows Maricopa County to designate the Scenario Duration. The notification scenario can be set up to run until all group members are notified or for a certain period of time.

- 2.4.12 The scenario application element of the emergency notification system shall allow a user to assign the sequence of events during the call with the following options:

- Introduction
- Request for personal ID code
- Incident-specific (on-the-fly) message
- Questions (e.g., estimated time of arrival, do you understand, need more time to respond, fit for duty, transfer to live operator, repeat message, and others including user-defined questions)

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.4.13 The emergency notification system shall allow import and export of scenario information in a common format.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Scenario Activation reports can be downloaded in .csv format or viewed within The Communicator! NXT system in .pdf using Adobe® Acrobat® Reader® (version 5.0 or higher) and/or delivered as a Rich Text Format (.rtf) attachment via email.

2.5 TECHNICAL REQUIREMENTS – ACTIVATION

- 2.5.1 Once the user has activated a call list via phone, outbound phone calls shall begin being placed immediately and be delivered at a contracted Service Level Agreement (SLA).

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY WITH EXCEPTION:

It is critical to note the distinction between call activation and call delivery. Cassidian Communications will gladly provide a call volume service level for initiated calls, which is usually some volume of calls per hour based upon presumed call duration of sixty seconds. However, no notification solution will be able to guarantee message delivery simply because this function is outside of the solution's environmental control. Call delivery is contingent not only upon the accuracy of the data furnished by the customer, but upon the bandwidth of the telephone carrier utilized, as well.

- 2.5.2 The emergency notification system solution shall be capable of processing simultaneous activations without call lists being placed into queue for later delivery.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution offers the ability to run multiple scenarios simultaneously.

- 2.5.3 Maricopa County shall be able to activate a call-out from any location (through a PC with Internet access or via a touch-tone phone) given that proper security access is granted.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Activation is possible by an authorized Maricopa County user through Microsoft® Internet Explorer 6.0 or higher, by touch-tone telephone (provided proper security codes are entered) or by a mobile device (i.e., Blackberry).

- 2.5.4 Maricopa County shall be given the option to record a message at the time of activation (on-the-fly) or to use a previously recorded message.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT system allows Maricopa County users to define and store predefined notification scenarios or record messages on the fly via the Internet or by telephone

- 2.5.5 The emergency notification system shall include the ability to tag contacts in and out of the call-out at the point of activation.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Using tab controls a Maricopa County user can edit scenario options, such as tag out and individual.

- 2.5.6 The emergency notification system shall include reports that can be viewed on-line “real time”, emailed or printed to multiple persons/locations.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.5.7 The emergency notification system shall include a variety of reports available for viewing at pre-determined intervals or upon call-out completion.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT can generate a variety of reports at intervals as the scenario runs and/or upon completion.

- 2.5.8 The emergency notification system shall allow an authorized user to stop a call-out and activate it again; only contacting those individuals not previously called.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution can stop a notification and start it again, contacting only those individuals that did not receive the original message or everyone included in the activation.

- 2.5.9 The emergency notification system shall include the ability to stop a call-out via the Internet or phone.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.5.10 Activations do not require vendor intervention, such as an operator.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.5.11 The authorized user shall be able to change scenario options at activation.

CASSIDIAN COMMUNICATIONS RESPONSE

COMPLY: The Communicator! NXT allows authorized Maricopa County users to select scenario options which can be changed during activation.

- 2.5.12 Activations will be scheduled and automatically activated by the emergency notification system without any user invention.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.5.13 The emergency notification system shall send an e-mail to the system administrator that the scenario has been activated including, date, time and the user who started the activation.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The system can be configured to send an email to the system administrator when a scenario has been activated.

2.6 TECHNICAL REQUIREMENTS – CALL LIST SELECTION

- 2.6.1 The final call list for a scenario used for a call-out shall be based on a single department contact database from which individuals are pulled into groups.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The call out list would be based on the Contact database within The Communicator! NXT System.

- 2.6.2 The emergency notification system shall have the ability to create groups of individually selected contacts or dynamically based on common information.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT emergency notification system provides Maricopa County with the interactive ability to build notification groups by either (a) defining a simple query based on the contact database to automatically place contacts in a Dynamic group, or (b) assigning a specific contact to a Static group. Contacts that are imported into the database will show up in dynamic groups automatically if their data matches the queries in those groups. The groups can be used as often as necessary and included in as many scenarios as required. Likewise, a contact can belong to any number of groups.

- 2.6.3 The emergency notification system shall allow the use of multiple groups for different call-outs and allow a group to be used on more than one call-out.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Groups can be used as often as necessary and included in as many scenarios as required. Likewise, a contact can belong to any number of groups

- 2.6.4 The emergency notification system shall not allow individuals to opt out of future call-outs.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.7 TECHNICAL REQUIREMENTS – MESSAGES

- 2.7.1 The emergency notification system provides capabilities indicating whether the call recipient has received the notification message via a confirmation receipt.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.7.2 The emergency notification system shall allow for message security. Users shall enter their own unique 1- to 9-digit pin code to receive the notification message.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT application includes a means for delivering security-sensitive information through user-defined ID codes (up to 20 digits), such as PINs, badge numbers and/or the last four digits of the user's social security number.

- 2.7.3 The emergency notification system shall provide Maricopa County with a means to indicate whether to deliver messages to answering machines or voice mail systems and indicate which message will be delivered.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT system is capable of detecting an answering machine or voice mailbox, and can leave an alternate message (as opposed to leaving the notification message) or a callback number. This ensures sensitive information is not left for unauthorized individuals to hear.

- 2.7.4 The emergency notification system shall include the capability of storing predefined messages per device type, per scenario.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution allows Maricopa County to define and store predefined notification "scenarios".

- 2.7.5 The emergency notification system has to provide the means to deliver messages to all devices including: landline, satellite, wireless, email, SMS and alpha and numeric pagers.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.7.6 The emergency notification system shall provide the means for users to record messages via voice (phone or Internet) as well as convert text to speech and deliver the voice message.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT application allows Maricopa County users to deliver messages by recording voice messages, using Text-to-Speech to convert a message or uploading of .wav files.

- 2.7.7 The emergency notification system shall include the ability to transfer a call-recipient to a conference bridge.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.7.8 The emergency notification system shall not require vendor intervention to record the message to be delivered.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.7.9 Email and fax notifications shall be able to include attachments (drawings, maps, lists, etc.). Define any limitations and exceptions.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Attachments may be included in email messages (attachments totaling 4 MB or less are suggested based on the standard recommended limit for email servers).

- 2.7.10 Email notifications shall have the ability to include the wave file of the voice message.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The messaging component of the system allows the Maricopa County user to include a .wav file as an attachment of the email, allowing recipients of the email to listen to the actual voice message.

- 2.7.11 Messages shall have the ability to include auto text such as system, contact, and group or scenario information.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT system can use auto text to relay incident-specific information.

- 2.7.12 Message input shall provide separate verbiage for each device type: live call, voice mail, SMS, pager, email.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT system allows Maricopa County to assign a Call Flow or conversation template to be applied and messages for each device type. Call flow templates organize the overall telephone conversation or notification using speech segments. The Communicator! NXT comes with a variety of call flow templates that enable you to control the conversation or actions based on the call recipient's response.

- 2.7.13 The emergency notification system shall allow the import and export of all message information in a common format.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Messages can be imported into the system in a number of ways. For voice recordings messages can be recorded using a headset directly from the workstation that the user is logged in from to the application. A wav file can be imported into the system for the voice recording or optionally text to speech can be employed to create the message.

2.8 TECHNICAL REQUIREMENTS – DELIVERY CONFIRMATION

- 2.8.1 The emergency notification system shall provide a means for Maricopa County to receive both email and printed reports of notification deliveries.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT system allows Maricopa County to print and/or email a variety of comprehensive reports detailing notification status and/or results.

- 2.8.2 Audit trail reports shall be automatically received at the end of each call-out without requiring a telephone request to the vendor.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

- 2.8.3 The emergency notification system shall be able to provide a secure means for message confirmation such that, an individual call-recipient shall have their own unique ID for calling in to get secured messages.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

A personalized identification number (PIN) that can be assigned for additional scenario security when calling in to retrieve a secure message.

- 2.8.4 Audit trail reports shall be stored on the system for 120 days.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.9 TECHNICAL REQUIREMENTS – PAGING/EMAIL

- 2.9.1 The emergency notification system shall allow pager script protocols for a particular pager service to be managed by the administrator. Contacts shall be easily associated with appropriate pager services.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT application supports multiple alpha pager modem service providers. Pager script protocols for a particular pager service can be established through the Settings module, which is accessible by administrator-level users. Once the service providers are added, authorized contacts can select them to create or update their device information in their contact record. Pager Services provide the necessary information to use pagers, cell telephones and/or SMS as messaging devices for individuals in the Contacts module.

- 2.9.2 The emergency notification system shall be able to send pages to all pagers, regardless of whether the pager service provider uses one generic phone number and a PIN or, each pager has its own phone number.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The application provides support to allow for multiple pager servers that either uses generic phone number and pin or each pager has its own phone number.

- 2.9.3 For ease-of-use, the emergency notification system shall provide an email interface to allow Maricopa County users to email notifications and reports, including:

- Storing unlimited email messages
- Sending different email messages with different call-outs
- Sending predefined email messages or on-the-fly email messages
- Maintaining multiple email addresses per person
- Attachment of files to the email body
- Have the option to attach the body of the message to the email
- Have the option to attach the audio message file to the email.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.10 TECHNICAL REQUIREMENTS – INBOUND CALLING

- 2.10.1 The emergency notification system shall allow the retrieval of information so; staff can receive updates on subjects such as report to work status, weather-related information, etc.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT systems optional Inbound Bulletin Board is used to deliver status updates or general information to incoming callers (e.g., citizens, community groups, staff members, etc.). It essentially provides a means for obtaining situation updates, details of upcoming events, neighborhood watches, weather warnings, work status, alternate work locations, etc. It can be used to provide emergency or everyday information, saving time and resources from answering routine informational calls.

- 2.10.2 The emergency notification system shall be able to store large amounts of information segments that can be managed remotely through a touch-tone phone (provided security codes) or via the server. Define

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The application provides the ability to store large amounts of messaging information. This can be managed remotely through a touch-tone phone when an authorized Maricopa County user is launching a call or as well through the applications web interface which is the standard method for managing the data.

- 2.10.3 The emergency notification system shall be able to perform outbound call-outs for staff recalls while simultaneously delivering community information through an inbound calling feature.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The system can perform outbound notifications, while simultaneously making other information available through the Inbound Bulletin Board option.

2.11 TECHNICAL REQUIREMENTS – ADDITIONAL FEATURES

2.11.1 User assistance tools shall include the following:

- Extensive on-line, interactive help including key subject areas and indexed subject matter.
- All customer data Import / Export capability

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT emergency notification system is backed by Cassidian Communications industry renowned technical services and training program. These comprehensive offerings include telephone and email support from a dedicated, highly skilled team of experts. A technical services website is available for customers to browse a knowledge base, obtain product manuals, and review best practices and more. Clients can also choose to take part in the Cassidian Communications Training University, the company's in-house, on-site/regional, and web-based training courses, all offered to meet any schedule or budget.

2.11.2 The vendor shall be able to provide specific training for administrators, creators and users.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.11.3 The vendor shall be able to provide training via web cast, on-site at our facility or off-site at a vendor-hosted facility.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY

2.11.4 The vendor shall provide 24x7x365 support.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Cassidian Communications maintains a 24/7/365 support staff. Technical services maintain normal business hours and after hours emergency support is easily contacted via our paging services. After hours support is for emergency situations only.

2.12 TRAINING (Mandatory):

Prospective Vendors are required to submit with their proposals a thorough training plan and provide comprehensive train-the-trainer sessions for end-users in all aspects of operation, including data entry, scanning, workflow, retrieval and any other necessary functions. Provide hands-on training for technical staff in all aspects of managing, configuring, operating and troubleshooting the software and hardware. Provide an hourly training cost breakdown to include, comprehensive train-the-trainer sessions via web and onsite training per user.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Cassidian Communications provides training through a comprehensive training and education program. To help Maricopa County get the most out of their system Cassidian Communications offers a variety of training options that cover all topics necessary for optimum system performance. Either through on-site training or in the classroom environment at our Training University (located in Franklin, Tennessee), users can comfortably share ideas and network, exploring best practices for utilizing the technology within their operations.

2.13 **BUSINESS CONTINUITY; DISASTER RECOVERY; DATA BACKUP and RESTORE; ARCHIVE, RETENTION and DISPOSAL PRACTICES (See Exhibit C)**

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

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Cassidian Communications shall undergo regular audits in their hosting centers to validate the security of Maricopa County data against internal, external and Internet security threats. Other assessments for which we have completed include product assessments by federal government customers, using the National Institute of Standards and Technology (NIST) SP 800-14, "Generally Accepted Principles and Practices for Securing Information Technology Systems," and Controlled Access Protection Profile, Series 5, "Functional Requirements." Data centers that are used to house Cassidian Communications infrastructure are also audited. All data centers are SAS 70 Type II. Cassidian Communications has three data center sites in total. One site is located in our facilities, a second site is located in Nashville, Tennessee and the third site is located in Mesa, Arizona. The TN and AZ sites are naturally geographically disparate. A notification that has been started in one site does not continue should an event occur that disrupts this callout. Cassidian Communications facilities do not share common infrastructure (including local networks, phone service, switches, servers, databases, etc.) in order to insure that no single failure can render both a primary and a back-up server unavailable.

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

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Disaster Recovery processes are critical to the data center environment. Using SQL Server™ backup and restore technology, Cassidian Communications offers a DataSync Back-up option to provide near real-time back-up of The Communicator! NXT to a standby server located in Mesa, AZ. This option creates a redundant system, which allows Maricopa County to use an alternate server should their primary server be rendered unavailable or inoperable for any reason. If a situation should occur mandating access to the standby server, the system will automatically promote the back-up server to the primary server, and the synchronization activity (back-up activity) will pause. All Hosted customer data is backed up daily, and media is rotated off-site weekly to ensure "worst case" recoverability.

2.13.3 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.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

- See Exhibit C

2.14 **SYSTEM SECURITY**

2.14.1 Product shall provide ability to restrict edit access to screens / records.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Please refer to the full response below in 2.14.4

2.14.2 Product shall provide ability to restrict view access to screens/records.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Please refer to the full response below in 2.14.4

- 2.14.3 Product shall provide logging of all changes to screens/records and identify who has made the changes.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

This is a future enhancement. The Cassidian Communications NSS development team is working on the next full release of The Communicator! NXT application. This new version will incorporate enhanced auditing that will provide change logging.

- 2.14.4 Product shall provide adequate access/authorization controls and adjust access (read, write/update, delete) accordingly.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator! NXT solution from Cassidian Communications, in the hosted environment, shall undergo regular audits in their hosting centers to validate the security of Maricopa County data against internal, external and Internet security threats. Other assessments for which we have completed include product assessments by federal government customers, using the National Institute of Standards and Technology (NIST) SP 800-14, "Generally Accepted Principles and Practices for Securing Information Technology Systems," and Controlled Access Protection Profile, Series 5, "Functional Requirements."

Data centers that are used to house Cassidian Communications infrastructure are also audited. All data centers are SAS 70 Type II. Infrastructures of these facilities are described in the next section.

- 2.14.5 Product shall support HTTPS.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The Communicator NXT! web services supports HTTPS 2048 bit level encryption.

- 2.14.6 Product provides programmatic controls for common web vulnerabilities.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

Cassidian Communications hosting center is routinely tested for common web vulnerabilities. Please refer to response to 2.14.7 for additional information

- 2.14.7 Product shall comply with the requirements of Maricopa County standards for access from the Internet.

CASSIDIAN COMMUNICATIONS RESPONSE COMPLY:

The system does not access the Maricopa County network from the internet. Maricopa County users of the Communicator! NXT application will access the application from within the Maricopa County network out to the internet where the application servers reside at our hosting center.

For The Communicator! NXT in the hosted environment, Cassidian Communications shall undergo regular audits in their hosting centers to validate the security of Maricopa County data against internal, external and Internet security threats. Other assessments for which we have completed include product assessments by federal government customers, using the National Institute of Standards and Technology (NIST) SP 800-14, "Generally Accepted Principles and Practices for Securing Information Technology Systems," and Controlled Access Protection Profile, Series 5, "Functional Requirements."

Data centers that are used to house Cassidian Communications infrastructure are also audited. All data centers are SAS 70 Type II. Infrastructures of these facilities are described in the next section.

2.15 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.16 ACCEPTANCE:

For Customer's Initial purchase of all Equipment and Software products. 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 Contract. 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.

2.17 INVOICES AND PAYMENTS:

2.17.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. **Separate invoices for taxable and non-taxable items shall be submitted.** At a minimum, the invoice shall provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of ~~Purchase (services)~~ **service Provided**
- Pricing per unit of service
- **Freight (if applicable)**
- Extended price
- **Mileage w/rate (if applicable)**
- Total Amount Due

2.17.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.17.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.17.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is

required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.18 TAX: (SERVICES)

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.

2.19 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.20 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.

2.21 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

EXHIBIT C

VENDOR QUESTIONNAIRE

1. Describe long distance per minute rate (including minimum and incremental charges).

Maricopa County shall not incur any long distance charges when using The Communicator! NXT system.

2. Vendor to explain their multiple carrier connectivity.

Cassidian Communications hosting centers are provisioned in a fully redundant hosting center configuration with the centers geographically disparate from each other. Two centers are located in Tennessee and the other in Mesa, Arizona. Hosting centers are provisioned with dialing capacity in a cross connect configuration with multiple carriers ensuring redundant multiple paths for calls. AT&T and XO are used for voice communications and Level3, AT&T and XO are used for data communications.

3. Vendor to describe hardware and network geographical diversity.

Cassidian Communications centers hosting facilities are located at SunGuard in Nashville, TN; Peak10 in Brentwood, TN, and at AT&T in Mesa, AZ. Geographic diversity is maintained for each client with replicated data backed to a secondary site that is removed from the primary site.

Infrastructure & Facilities utilize the following:

- Continuous available power through redundant UPS systems and diesel generators
- Consistent environmental controls through redundant HVAC systems
- Raised floors and early warning fire detection systems
- Closed-circuit television cameras recording all data center activity
- Multiple security checkpoints to gain access to data center
- Tier 1 ISP backbones to various local loops for redundant OC-3s
- Cisco-powered Internet mesh platform
- Local Loop Providers over multiple SONET rings
- Hubbed DS-3s for PTP and Frame Relay Connections
- Dual Ethernet drops to every customer cabinet
- Multiple security layers to safeguard against unauthorized access

4. Vendor to provide help desk support, explain availability.

Cassidian Communications maintains 24 x 7 x 365 technical support helpdesk for emergency situations. Normal business hours are Monday through Friday, excluding holidays, from 8:00AM to 5:00PM, Central Time. Our customers have access to our technical helpdesk made up of a team of full-time professionals, dedicated to providing the highest level of technical support.

- Unlimited support by telephone
- Newsletters and information on new products and services
- Technical website available, which can be accessed using your Company ID and email address

5. Describe reporting capabilities and provide examples of standard reports.

The Communicator! NXT solution generates a variety of reports at intervals as the scenario runs and/or upon completion. These standard reports, specifically formatted to meet the needs of most users, provide results for response and management with a complete audit trail. Whether you need a list of contacts that have not responded to a notification or those that have, response status reports, summary reports or any one of the other standard reports, you will find these documents to be very useful in managing your critical communications efforts. Reports can be viewed within The Communicator! NXT system in .pdf (Portable Document Format) using Adobe® Acrobat®

Reader® (version 5.0 or higher) and/or delivered as an RTF (Rich Text Format) attachment via email. Reports are stored in The Communicator! NXT system reports module for future reference or as a convenient analysis tool.

Default reports include:

- • **Activation Detail Report (by name)**
- • **Activation Detail Report (by time)**
- • **Activation Contact Status Report**
- • **Activation Summary Report**
- • **Exception Report**
- • **Qualification Report**
- • **Qualification and Exception Report**
- • **Response Status Report**
- • **Scenario Personnel Status Report**

In addition, system reports can be generated for group (.pdf and .xls formats), custom fields (.pdf), security users (.pdf, .csv and .html), departments (.pdf) and pager services (.pdf).

6. Describe emergency notification system ability to interface with People Soft software.

An API (Application Program Interface) is available for The Communicator! NXT web based system. The API provides the tools necessary to build interfaces that promote information exchange between The Communicator! NXT and other important applications (e.g., HR management systems).

The API is based on Simple Object Access Protocol (SOAP) standard. It can be easily integrated with programming languages like Java, .NET and PHP. All files necessary to use the Cassidian Communications API for The Communicator! NXT solutions are accessible through a company-provided URL. Downloads are fast and secure; there is no need to work with DLL files or other types of installable objects. Additional technical resources are available through Technical Services.

The API provides the ability and has been successfully integrated with Peoplesoft, EcoSoft, Global Alert Link, WebEoc and EBRP, among others.

7. Vendor to describe import and export of databases.

Data can be imported in a variety of ways. Data may be manually imported into the system using the easy to use web interface located within the application itself.

Auto-import of data can also be accomplished; auto-import allows a user to securely place an updated data file in a secure directory and the file will automatically be imported into the system.

The third way that imports may be accomplished is by use of the API. Using the API the customer can have complete seamless updates to data within the Communicator application from any third party database such as Peoplesoft.

8. Define user priority (Where does Maricopa County fall).

Our customers are all distributed across multiple systems within the hosting center to ensure that individual customers are not hampered by others use of the systems. This approach has been successful in that hosting center dialing resources have never exceeded 52% of our total available capacity within the hosting center.

9. Define options for receipt authorizations/confirmations receipt.

The Communicator! NXT solutions activations can be configured to request a response from recipients for various statuses. Responses are configured by the use of call flows when building a scenario activation. Two such call flows are simple response and secure response. Both these call flows when used in an activation will prompt the recipient if they are able to respond and can also request an Estimated Time of Arrival (ETA) from the recipient.

Simple Response – This option delivers a greeting, a message, the opportunity to repeat the message, a farewell message and asks the individual if they can respond to the scenario situation. If the response is “Yes”, the individual will be asked to key in their ETA in military time format (four digits, indicating HHMM, e.g., 0000-2359).

Secure Response – Delivers a greeting, then prompts the individual to enter his/her User ID (Created at the User ID field in the Contacts module). Next, the actual message is spoken, then a “Repeat the Message” option is given to the user. And finally, the system asks the individual if they can respond to the scenario situation. If the response is “Yes”, the individual will be asked to key in their ETA in military time format (four digits, indicating HHMM, e.g.,0000-2359).

For reporting purposes the user can pull reports for responses using the following reports:

- **Qualification and exception report**
- **Qualification report**
- **Exception report**
- **Response status report**
- **Scenario Personnel Status report**

10. Define options for bilingual messages and translations.

The Communicator! NXT messages can be recorded in any language. There are several methods for bringing messages into the system. Messages may be recorded directly into the system or messages can be imported from a wav file. In either case, any language of choice can be used for the recording of the message.

EXHIBIT D**MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

AIRBUS DS COMMUNICATIONS, INC., P.O. BOX 9007, TEMECULA, CA 92589-9007
~~DIALOGIC COMMUNICATIONS CORPORATION dba CASSIDIAN COMMUNICATIONS~~
~~117 SEABOARD LANE, SUITE D-100, FRANKLIN, TN 37067~~

PRICING SHEET: NIGP CODE 91579

Vendor Number: **2011005551 0** ~~2011000634 0~~
Certificates of Insurance Required
Contract Period: To cover the period ending **January 31, 2015 2018.**