SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

307

FROM: FIRE

SUBMITTAL DATE:
October 23, 2014

SUBJECT: Approval to Purchase a Records Management System Software with Annual Maintenance and Licensing for up to ten (10) years from FDM Software, Ltd; All Districts; [$442,638]; [$983,882 potential total cost]; General Fund 14%, Contract Reimbursements 23%, Structural Fire Taxes & Prop 172 19%, Mitigation Trust Fund 44%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Chairman of the Board to execute a one (1) year agreement with the option to extend for up to nine (9) additional one (1) year periods with FDM Software, Ltd. for the implementation, licensing, and maintenance of a Records Management System (RMS) at a cost not to exceed $442,638; and,
2. Approve and authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option for the follow-on software licensing and system maintenance starting at $55,526 annually at an annual rate increase not to exceed 2.07% and to purchase additional modules and licenses up to a maximum 100 licenses, as deemed operationally necessary and funded by the Fire Department, at a cost not to exceed the fixed-price annotated in Price Schedule Two – Option Items of the Agreement.

BACKGROUND:
Summary
Continued on Page 2.

Glenn Patterson, Deputy Chief of Admin for
John R. Hawkins, Fire Chief

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	$ 442,638	$ 55,526	$ 983,882	$ 0	Consent ☐ Policy ☑
NET COUNTY COST	$ 0	$ 13,882	$ 137,743	$ 0	

SOURCE OF FUNDS: General Fund 14%, Contract Reimbursements 23%, Structural Fire Taxes & Prop 172 19%, Mitigation Trust Fund 44%

Budget Adjustment: n/a
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE
BY: Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE 11/15/14

Departmental Concurrence

Purchasing: Mark Seiler, Assistant Director

☐ Positions Added ☐ Change Order
☐ A-30 ☐ 4/5 Vote

Prev. Agn. Ref.: | **District:** All | **Agenda Number:** 3-7

BACKGROUND:

Summary (continued)

Riverside County Fire Department is one of the largest regional fire protection service organizations in California. The Fire Department is currently staffed with approximately 1,033 career and 203 volunteer personnel. There are 94 fire stations including 21 cities and one community service district providing fire protection, rescue, pre-hospital emergency medical care, hazard materials response and fire prevention education. The purpose of the Records Management system is to provide a complete Records Management system for the Department.

A records management system is necessary to allow complete integration, maintenance, and analysis of department records. The Fire Department currently maintains multiple copies of the same data utilizing many different types of software and systems including but not limited to Excel, Outlook, Access, and various state, city, and county systems. A full records management system will help reduce entering and maintaining redundant data, increase productivity by integrating data for utilization across different fire department sections, and increase customer service capabilities by increasing the department's abilities to accept and provide customer related data in a timely manner.

Impact on Citizens and Businesses

The Fire Department will have the ability to provide better customer service to citizens and business if and when Fire Department data is requested. Requests for data information will be timelier.

SUPPLEMENTAL:

Additional Fiscal Information

The Department will expend $442,638 in FY 14/15 and will be funded 100% by the Fire Department's Mitigation Trust Fund. In FY 15/16, the Department estimates expending $55,526 for licensing and maintenance with an annual increase not to exceed 2.07% each year following renewal of the contract until FY 23/24. The potential total cost for the implementation and annual renewal of the contract for licensing and maintenance over the ten (10) year period is $970,782. If the Department operationally requires additional licenses or modules in the future, the cost will increase as appropriate based on the fixed-prices stipulated in the contract price schedule. All possible future year costs will be incorporated into future budget proposals and funded by General Fund, Contract Reimbursements, and Structural Fire Taxes & Prop 172. Per Board Policy H-11, the Department has received approval from the County Technology Standards and Oversight Committee and is attached (Approval #25644).

Contract History and Price Reasonableness

The County Purchasing Department on behalf of the Fire Department, issued a Request for Proposal (RFP FPARC-162) for Records Management Software to twenty-eight (28) companies determined by County staff to be capable of performing the requirements of the procurement. Upon the RFP closing, the County received a total of three (3) proposals. A compliant review of the proposals was conducted by an evaluation committee, consisting of County Purchasing and Fire Department staff, to ensure vendor proposals were in compliance to the submittal requirements of the RFP. Based on this review, it was determined each proposal to be responsive to the submittal requirements and qualified for further evaluation by the evaluation committee. The bids prices ranged from $422,000 to $1,187,237. Through the bid evaluation process, which included vendor product demonstrations, negotiations, and best and final offers, the evaluation committee determined that FDM Software Ltd. provided the most advantages method of fulfilling the County's need. Analysis of cost/price and tradeoff considerations of qualitative technical factors indicated the total ten (10) year price of $983,882 submitted by FDM Software Ltd. represents the best overall value to the County. The low bidder could not meet all of the bid requirements, including the necessary inventory requirements, and therefore was eliminated from further consideration.

25644

12/10

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

To be completed for all departmental purchases of IT systems, services or renewals

REQUESTED PURCHASE:	RECORDS MANAGEMENT RFP
DEPARTMENT/AGENCY:	FIRE
CONTACT NAME/PHONE:	ANDREW MCGEE – 951 940-6944
PURCHASE REQUEST:	☒ NEW EQUIPMENT/SERVICES ☐ UPGRADE ☐ REPLACEMENT
PURCHASE TYPE:	☐ PROFESSIONAL SERVICES ☒ SOFTWARE ☐ HARDWARE ☐ RENEWAL
DESCRIBE REQUESTED PURCHASE	Electronic records management and invenventory tracking, request for proposal. Cost is currently unknown, but estimated at approximately $70,000.
BUSINES NEEDS ADDRESSED	Allow electronic recording tracking and management of department assests and inventory.
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?	☒ NO ☐ YES ☐ UNKNOWN
BUSINESS CRITICALITY	☒ Run the business ☐ Grow the business ☐ Transform the business
BUSINESS IMPACT (SELECT ALL THAT APPLY)	☒ Support current operations ☒ Reduce Expenses ☒ Improve Customer Service ☒ Improve Operational Efficiencies
BUSINESS RISKS	Financial: N/A Operational: N/A Customer: N/A
ALTERNATIVE SOLUTIONS	1. None 2. 3.
TRANSACTION	☒ Cash Purchase ☐ Lease Purchase Lease Years: _____
PURCHASE COSTS	COST BENEFIT ANALYSIS

	ALTERNATIVE	ALTERNATIVE	ALTERNATIVE

25644

12/10

RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

To be completed for all departmental purchases of IT systems, services or renewals

Hardware: None

Software: Aprox $70,000

Labor: None

TOTAL COST: UNKNOWN

	STATUS QUO		
Current Annual Cost			
Ongoing Annual Cost			
Annual Cost Savings			
Net Annual Savings			
Project Implementation Cost			
Project Payback Period? yrs			

Department Head Signature: Date: 12/6/12

RCIT RECOMMENDATION – for purchases and renewals under $100,000

Recommended: ☐ Yes ☐ No (Non-recommended requests submit to TSOC)

RCIT - APPROVED

By. Date: 1/9/13

Chief Information Officer Signature: Date:

Re

RCIT explanation for non-recommended requests:

TSOC RECOMMENDATION: for purchases and renewals over $100,000 and RCIT non-recommended purchases or renewals

Recommended: ☐ Yes ☐ No (In no, provide explanation below)

TSOC Chair Signature: Date:

TSOC explanation for denied requests:

PROFESSIONAL SERVICE AGREEMENT

for

RECORDS MANAGEMENT SYSTEM (RMS)

between

COUNTY OF RIVERSIDE

and

FDM SOFTWARE LTD.

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This Agreement, made and entered into this _____day of _____, 2014, by and between FDM SOFTWARE (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of thirty (30) pages; Exhibit B, Hardware Requirements, consisting of two (2) pages; Exhibit C, Acceptance and Testing, consisting of three (3) pages; Exhibit D, Implementation Plan, consisting of six (6) pages at the prices stated in Exhibit E, Payment Provisions, consisting of three (3) pages; Attachment I – HIPPA Business Associate Attachment to the Agreement, consisting of eleven (11) pages; Attachment II – Software License Attachment to the Agreement, consisting of three (3) pages; Attachment III – Support and Maintenance Attachment to the Agreement, consisting of nine (9) pages. All of these documents are attached to and incorporated into this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit E. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through December 31, 2015, with the option to renew for up to nine (9) additional years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit E, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed $442,638.00 including all expenses as stipulated in Exhibit E of this Agreement. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit E, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 **[DELETED]**

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR in accordance with Exhibit E of this Agreement. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Fire Department
Attn: Accounts Payable
210 W. San Jacinto Avenue
Perris, CA 92570

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number FPARC-92004-001-09/15; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit E.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to its Agencies within county cities. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR, up to the maximum insurance limits stipulated in Section 22 of this Agreement, any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless

from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside County Fire Department
210 W. San Jacinto Avenue
Perris, CA 92570
Attn: John M. Miller

CONTRACTOR

FDM Software Ltd.
113-949 West 3rd Street
North Vancouver, BC V7P3P7
Attn: Ed Colin

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and

certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 [DELETED]

21.5 In no event shall the CONTRACTOR be liable to the other party for any incidental, special, indirect, punitive or consequential damages whatsoever, including, without limitation, damages for loss of profit, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use of the system or inability to use the software of services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if CONTRACTOR has been advised of the possibility of such damages.

To the extent permitted by law, neither party's liability to the other party in connection with any cause of action (excluding copyright infringement by either party or non-payment by COUNTY), whether in contract, tort, or under statute, relating to this Agreement shall in no event exceed the greater of the total amount stated in this Agreement to be payable to CONTRACTOR or the CONTRACTOR's insurance (if the insurance applies).

County acknowledges that, notwithstanding any security precautions implemented by CONTRACTOR or COUNTY, use of or connection to the Internet or third party software not provided by CONTRACTOR provides the opportunity for unauthorized third parties to circumvent such security precautions and gain access to COUNTY'S data. Accordingly, CONTRACTOR cannot and does not guaranty the privacy, security, or authenticity of any data so transmitted or stored in any system connected to the internet or accessible by software not provided by CONTRACTOR; and CONTRACTOR is not responsible for any loss of or access to data so transmitted or stored.

21.6 County shall ensure that all persons operating the hardware and software during times when life or property are at risk are properly qualified, supervised, trained, and have demonstrated effectively that the operator is proficient in the use of the hardware and software and the System. Unless there is no other reasonable option, County warrants that its operators will not rely solely upon recommendations presented by the System when making decisions in situations where life or property is at risk. County acknowledges that the System may not operate totally without interruption and warrants that it shall maintain a manual or mechanical system, as County deems to be appropriate, adequate to back-up the equipment and software should they become unavailable for use, either planned or unplanned.

The COUNTY is responsible for the installation and maintenance, and regular replacement of all hardware (network cabling, switches, hubs, servers and workstations, backup power supplies and all other matters commonly the responsibility of the County) and for ensuring that all major operating system and database service packs are kept current after CONTRACTOR has recommended their installation.

The COUNTY is responsible for ensuring that all workstations and servers are kept free of viruses, worms or other non-CONTRACTOR approved software which may affect the operation of the supplied software.

The COUNTY is responsible for performing and testing the integrity of regular database backups and redundancy process.

The County is responsible for database administration functions and for ensuring the proper maintenance of the database (as per the database supplier's instructions).

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used

in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice

shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate. The cost for additional insurance requirements mandated by the COUNTY shall be mutually agreed upon between both parties and shall not exceed the actual cost incurred by the CONTRACTOR.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. <u>General</u>

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:	**CONTRACTOR:**
Riverside County Fire Department 210 W. San Jacinto Avenue Perris, CA 92570	FDM Software Ltd. 113-949 West 3rd Street North Vancouver, BC V7P3P7
Signature:	Signature:
Print Name: Jeff Stone	Print Name: Edward Colin
Title: Chairman of the Board of Supervisors	Title: President

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR 11/10/14 DATE

EXHIBIT A
SCOPE OF SERVICE

CONTRACTOR shall provide a system which meets the minimum business requirements for the COUNTY as follows:

1.0 Scope of Services

Sections ONE (1) through FIFTEEN (15) of this Agreement describe the functional and performance characteristics the CONTRACTOR shall provide to meet the minimum business requirements of the COUNTY. The system shall provide access to data which allow for creation of an interface with external systems when required and shall provide a module approach that will allow the COUNTY to choose which modules are utilized by the department. All interfaces will be the responsibility of Riverside County.

CONTRACTOR shall provide the following modules:

1.1 A complete inventory-tracking module that is integrated with the system as a whole. This module will track inventory stocked by the COUNTY and used by its staff.

1.2 A module that tracks employee information including employment records as well as other essential information. This module shall be integrated with the system as a whole and allow authorized County staff access to the information.

1.3 Purchased modules shall be integrated with the other modules to allow the information to be shared among the departments.

1.4 Incident Information Tracking: Track basic incident information for the purpose of billing and analysis.

1.5 The system shall include all necessary components for providing the County with a fully integrated (i.e. modules operate on a single database) Records Management System.

1.6 CONTRACTOR shall employ a strategy that minimizes interfaces and allows County staff to utilize a single look-and-feel regardless of the application accessed.

1.7 Hardware and software requirements shall be compliant with specifications listed in Exhibit B – Hardware Requirements.

1.8 The system shall include full functionality of the purchased and implemented components, and be capable of being scalable for Riverside County Fire Department across all locations.

1.9 The COUNTY is to retain ownership of all data entered into the system. Authority regarding how the data is used shall remain with the COUNTY.

1.10 Purging and archiving must be driven by COUNTY policy, and not by system, application or other constraints. The COUNTY has the responsibility for, and must retain control of, all data archiving and purging.

1.11 All data in the system shall be available for review and action to any authorized COUNTY user at any location within Riverside County.

1.12 The system shall allow the COUNTY to export any and all data elements. A non-proprietary database management system that allows for data portability through industry standard access protocols is required.

1.13 The system shall accept data input through a variety of input devices such as: keyboard data entry, laptop pc's, wireless devices, tablet pc's, barcode scanners, document scanners, and pen-tablet devices.

1.14 The system shall have the capability to store and display graphical images in addition to providing links to images stored on third-party applications.

1.15 The system, when installed, shall comply with the County Board of Supervisor's Enterprise Information Security policy, (Policy Number A-58).

1.16 The system shall provide user-level access, according to role-based rights, to all data stored in the system database for reporting purposes. This includes the ability to easily transfer data to desktop applications including Microsoft Word, Excel and Access.

1.17 The system shall be scalable to accommodate future expansion at all levels of the system hierarchy.

2.0 CONTRACTOR'S RMS General Requirements shall provide the COUNTY with the following:

2.1 System shall be available 24 hours a day 7 days a week.

2.2 Support shall be available 24 hours a day 7 days a week.

2.3 Data shall be identified as the property of the COUNTY and must be capable of easy extraction with no additional charges for extraction. Note: data should include images, text, etc.

2.4 System shall be capable of supporting at least 1,500 users at one time.

2.5 System shall auto archive data based on a date parameter controlled by the county administrator.

2.6 All archive data shall be retained as long as the COUNTY is a customer.

2.7 All archived data must be readily accessible for view, printing, and export by the COUNTY for historical purposes.

2.8 System shall operate in a windows environment as described in Exhibit B – Hardware Requirements.

2.9 System shall be accessible on a Mobile Data Computer (MDC) should the COUNTY elect this option.

2.10 System shall display a custom logo and message on initial screen prior to login.

2.11 System shall display homepage based upon user logged in.

2.12 System shall accelerate routine data entry tasks (i.e., workflow functionality) with the auto-fill/auto search, drop-down lists, keyboard macros, etc.

2.13 System shall permit customization of system icons definition and configuration.

2.14 System shall track all dates at HH:MM:SS:YYYY.

2.15 System shall automatically adjust number sequencing for new calendar years.

2.16 System shall automatically account for daylight savings time and any required parameter changes to daylight savings.

2.17 System shall generate all date and timestamps compatible for export to Excel and Access.

2.18 System shall provide user with feedback as to the success or failure of an action.

2.19 System shall permit user to toggle among modules in the RMS.

2.20 System shall permit user to minimize or expand any window.

2.21 System shall accept input from function keys, point and click devices etc.

2.22 System shall permit the configuration of a default including but not limited to application settings for the homepage.

2.23 System shall permit returning to application default settings.

2.24 System shall provide a visible differentiation (e.g., color) between active applications.

2.25 System shall permit cut and paste from one application or window to another.

2.26 System shall permit a page up and down function when necessary.

2.27 System shall permit scrolling up and down.

2.28 System shall permit a spell-check tool to alert the user of apparent misspellings.

2.29 System shall permit a spell-check tool that provides alternate word choices for misspelled words.

2.30 System shall permit the addition of words to spell-check dictionary.

2.31 System shall permit toggling (on/off) spell-check tool.

2.32 System shall permit the identification of the origin of the data from any field.

2.33 System shall track date and time of last session upon user logon; including: date/time, number of attempts, user id, workstation id, code tables, etc.

2.34 Systems shall permit code definitions for drop down menus.

2.35 System shall permit maintenance of code tables.

2.36 System shall permit changes and additions to code tables without modification to or recompilation of the application software.

2.37 System shall permit modification of code tables without advanced database knowledge. FDM Administrator training is required to perform this task.

2.38 System shall provide designation code table values as obsolete and unavailable for current use, preventing further entry of that value, yet retain the value in the table for inquiries on historical data.

2.39 System shall permit storage of a date a code table value when it becomes obsolete.

2.40 System shall permit storage of a date a code table value when it becomes effective.

2.41 Obsolete code table values shall not be displayed on drop down lists for data entry.

2.42 System shall permit an effective date for a code value in advance of the date, with the system recognizing the code as valid only when the system date is equal to or after to the effective date.

2.43 System shall permit code tables to be shared among application components.

2.44 System shall notify users of code table updates upon logging onto the system after the update is made.

2.45 System shall permit manual archiving of information based upon user-specified parameters.

2.46 System shall permit automatic archive of information based upon user-specified parameters.

2.47 System shall permit maintenance of all RMS data in a single database.

2.48 System shall permit information entered in one module to be transferrable to all other modules purchased, implemented.

2.49 System shall permit configuration of formats for dates stored.

2.50 System shall permit configuration of format in displayed dates.

2.51 System shall permit system to automatically adjust number sequencing for new calendar years.

2.52 System shall permit system to automatically account for daylight savings time and any required parameter changes to daylight savings.

2.53 System shall maintain a log and display all times in military (24 hour) clock format.

2.54 System shall permit all date and timestamps to be system generated.

2.55 System shall provide user with feedback as to the success or failure of an action.

2.56 System shall permit saving of data to an off-site backup environment.

2.57 System shall permit seamless integration among system components

2.58 System shall permit hyperlink to related information.

2.59 System shall permit launch of a third party email program when double clicking on an email address field.

2.60 System shall provide user entering a new master record a notification if there is potentially an existing master record match.

2.61 System shall not allow changes or deletions of data in all notes and fields when locked by user.

2.62 System shall support SSL, https, and full encryption standards.

2.63 System shall permit integration with Active Directory.

2.64 System shall perform data validation at time of data entry.

2.65 System shall support Windows features (cut/paste/select/copy/print, column sorts, etc.) on all display screens with the exception of CONTRACTOR Report Builder application.

3.0 CONTRACTOR's System Administration shall provide the COUNTY with the following:

3.1 System shall permit tiered and controlled access for different levels of staff, supervisors, managers and department administrator.

3.2 Department administrators must be able to manually manage and set security levels for access to system based on personnel changes.

3.3 System must permit modification of system users by a start date and end date, including but not limited to Active, Inactive, Role, Group, etc.

3.4 System shall permit system administrator to define message precedence.

3.5 System shall permit system generated messages to system administrator or supervisor when a department defined number of unsuccessful sign-on attempts have occurred.

3.6 System shall permit system administrator to create/edit error messages.

3.7 System shall permit multiple administrative accounts.

3.8 System shall permit system administrators to reset passwords without vendor intervention.

3.9 System shall permit system administrator to add and delete users without vendor intervention.

3.10 System shall permit system administrator to delete a password when deleting a user.

3.11 System shall permit system administrator to disable an account without vendor intervention.

3.12 System shall permit system administrator to control management of configuration files, passwords, and security tables and interfaces.

3.13 System shall permit assigning of users to multiple security groups.

3.14 System shall permit remote log out a workstation.

3.15 System shall permit code definitions for drop down menus.

3.16 System shall permit system administration to maintain code tables.

3.17 System shall permit changes and additions to the code tables without modification to or recompilation of the application software.

3.18 System shall permit code table modification without advanced database knowledge. .FDM Administrator training is required to perform this task.

3.19 System shall permit code table values to be designated as obsolete and unavailable for current use, preventing further entry of that value, yet retain the value in the table for inquiries on historical data.

3.20 System shall permit the entering of a date parameter to make a code table value obsolete.

3.21 System shall permit the entering of a date parameter to make a code table value become effective.

3.22 System shall not display obsolete code values on drop down lists for data entry.

3.23 System shall permit entering an effective date for a code value in advance of the date, with the system recognizing the code as valid only when the system date is equal to or after to the effective date.

3.24 System shall permit retention of deleted table information with the capability to perform an archive and final purge.

3.25 System shall permit code tables to be shared among application components.

3.26 System shall permit acceptance the import of code tables from external databases (e.g., Access, Excel).

3.27 System shall permit vendor support to be provided via unique support accounts.

3.28 System shall require the user to change individual password at logon after a department defined time interval.

3.29 System shall permit system administrators to reset passwords.

3.30 System shall permit all passwords to be changed at department defined intervals, by user, with the ability to set a global maximum time.

3.31 System shall define users' access and capability within the system by their unique login and password.

3.32 System shall permit system administrator to add and delete users.

3.33 System shall permit system administrator to delete password when deleting a user.

3.34 System shall prevent reuse of previous department defined number of passwords.

3.35 System shall permit system administrator to disable an account.

3.36 System shall permit masking of passwords when typed and encrypt passwords when stored and sent.

3.37 System shall permit department to define password and user ID creation criteria.

3.38 System shall permit flexible password validation rules.

3.39 System shall permit System Admin Users to view all users currently logged into the system.

4.0 CONTRACTOR's Inventory Software provided to the COUNTY shall include:

4.1 System shall permit tracking of inventory/asset control tracking, historical testing, use records, and disposition.

4.2 System shall permit assigning an item to the apparatus and individual level.

4.3 System shall permit use of a handheld barcode, RFID, or magnetic chip reader.

4.4 System shall permit handheld devices to download data with minimal or no user intervention.

4.5 System shall permit adding an item, change basic item information, historical testing, and disposition using the handheld device.

4.6 System shall permit handheld to display basic item information for confirmation when an item is scanned.

4.7 System shall permit allowing the usage of security signatures.

4.8 System shall permit business continuity that includes backups and restorations.

4.9 System shall permit searching for an item by any of the fields in the inventory module.

4.10 System shall permit tracking of necessary information on an item. Including but not limited to Make, Type, Manufacturer, Model, Serial Number, Size, Color, use records, historical assignment, and images.

4.11 System shall permit specialized or custom bar codes.

4.12 System shall permit tracking or linking to existing employee information for the purpose of providing contact information.

4.13 System shall permit tracking and setting (both manually and automated) of life expectancy, historical testing, maintenance, and use records. Tracking requirements can be Daily, Weekly, Monthly, or Yearly tracking.

4.14 System shall permit archived data readily accessible for viewing, printing, and exporting by department administrator for historical purposes.

4.15 System shall permit Ad-Hoc reporting.

4.16 System shall permit extraction and import of data and reports.

4.17 System shall permit packaging of individual items.

4.18 System shall permit tracking of custom fields. (Department ID, Account ID, NIGP, and Item Number)

4.19 System shall permit users to automatically check materials and products in and out.

4.20 System shall permit the tracking of usage and disposition based on incident and or project code.

4.21 System shall permit tracking of usage and disposition with historical tracking of maintenance and assignment.

4.22 System shall permit users to transfer items to other individuals with an approval process. (SCBA, ladders, etc.)

4.23 System shall permit users to enter maintenance records with supervisor approval.

5.0 CONTRACTOR's Employee Software provided to the COUNTY shall include:

5.1 System shall permit capture of information in the master name index, including but not limited to Address, Name, Telephone numbers (multiple), Social security number, Driver's License number, Other identification (e.g., school Id cards), Email Address, Alias, etc.

5.2 System shall permit linking a new event to an existing master name record if the person is involved in the new event.

5.3 System shall accommodate Hyphenated names, Multiple word names, etc.

5.4 System shall permit viewing of all related records when querying an individual record.

5.5 System shall permit updating of information while maintaining historical information.

5.6 System shall permit tracking of changes for an individual over time for pieces of information that are subject to change, including, but not limited to Address, Telephone numbers (multiple), Email Address, Driver's License number, Alias, Position, Supervisors, Start and End Date etc.

5.7 System shall permit users to decide whether to link information to an existing master name record or add a new master name record.

5.8 System shall permit users to link information to an existing master name record.

5.9 System shall permit users to add a new master name record.

5.10 System shall permit merging of two or more individual records into one record.

5.11 System shall permit unlinking of distinct records.

5.12 System shall provide running a canned report identifying potential duplicate records.

5.13 System shall permit maintaining of personnel information in custom fields for both purchased and implemented modules including, but not limited to: Address, Assigned equipment, Blood type, certifications, College, Current Assignment, Date of birth, Date of hire, Deploy Status, Driver's license number, education level, emergency contacts, emergency information, employer, exposures, health-related duty restrictions, high school, languages spoken, licensures, name, next of kin, past assignment history, position on team (primary and secondary), history, social security number, special medical conditions, special skills, telephone numbers, training history, vaccinations, wellness and fitness attendance, floating vs. non-floating, schedule types, partial day status, length of shift, start and end times, abatement of seniority accrual, work pattern, coverage area, Assigned Personnel Specialist, Current Vacation Module, Transfer Request Locations, Track 2 year commitment, Performance Evaluations, Exam List Expirations, Job Duty Descriptions, Date of Separation, Type of Separation, Current employee status, Position number, Position Funding Source, Type of tenure, Current Salary, Special past receiving, Date of next salary increase, seniority level, bargaining unit id, Probationary period, date for performance evaluation/probationary reports, salary history, leave, credits (vacation, sick, etc.), benefits (health, dental, vision, etc.), dependents covered by benefits (#), cost of benefits, uniform allowance date, and additional department defined fields.

5.14 System shall permit maintaining of multiple special skills for each individual.

5.15 System shall permit generating and printing of an overall personnel roster, sorted on user-defined criteria, containing department defined information.

5.16 System shall permit querying personnel records by any personnel field.

5.17 System shall permit quickly query personnel records by Id number, Name, Special skills, Station assignment, Team, etc.

5.18 System shall provide quick access to first responder phone numbers.

5.19 System shall linking exposures to incident reports.

5.20 System shall permit personnel summary reports based on any operational data field in the personnel module.

5.21 System shall permit reporting of individual personnel details.

5.22 System shall permit personnel to be added to the log information that does not come from CAD.

5.23 System shall track personnel time spent on department defined events (e.g., inspections, training, drive time, maintenance, work time).

5.24 System shall permit creating of temporary fields to track personnel time on specific activities.

5.25 System manages critical data through Security and Table Code Constraints.

5.26 System should track probation status with predetermined date range set by department based on classification.

5.27 System should permit a link of an assignment record to every assignment/location in which the individual was assigned.

5.28 System should permit adding of notes to an employee record with a historical tracking of previously entered notes.

6.0 CONTRACTOR's Reporting Software provided to the COUNTY shall include:

6.1 Prior to allowing a user to print a report the system shall require date and time, name of user printing report, reason for printing, user id, etc.

6.2 System shall aggregate data by the following, but not limited to date and time range, day of week, fire station involved, geographical area, shift, time of day, public reports act requests, etc.

6.3 System shall aggregate data contained in records to create the following, but not limited to summary reports showing data element totals, summary reports showing data element averages, summary reports showing frequency of occurrence, summary reports showing percentages, etc.

6.4 System shall automatically populate report with query response data.

6.5 System shall automatically route reports to appropriate users based on department defined business logic.

6.6 System shall conduct a data verification and validation process prior to submitting a report for review.

6.7 System shall define criteria for notifying individuals of late reports.

6.8 System shall display all related records when producing a comprehensive response to a query.

6.9 System shall display call data and query results in such a way that it is easy to differentiate between the two types of messages.

6.10 System shall display direct query results to any terminal.

6.11 System shall display selection criteria used to generate report.

6.12 System shall ensure that reports are compliant with NFIRS reporting requirements prior to submission.

6.13 System shall identify incomplete or missing reports.

6.14 System shall identify individuals that changed fields to a report.

6.15 System shall identify which query results to export.

6.16 System shall include incorporated statistical functions into ad hoc reports.

6.17 System shall include subtotals and totals on ad hoc reports.

6.18 System shall limit the databases a user can query by the user's security profile.

6.19 System shall limit who has permission to change information in reports.

6.20 System shall make standard reports available for publishing on the intranet or internet.

6.21 System shall notify personnel that they have reports to write or revise.

6.22 System shall notify personnel to complete an accuracy review for reporting requirement compliance prior to adding report to the RMS database.

6.23 System shall notify personnel to send reports back to supervisors if reports do not comply with reporting requirements.

6.24 System shall notify supervisors that they have outstanding reports to review.

6.25 System shall perform all database queries using string search, wild cards, date ranges, partial information in a data field, conditional logic, Boolean logic, any combination of data fields, etc.

6.26 System shall permit acceleration of routine data entry tasks with drop down lists, type ahead based on drop down lists, default values, etc.

6.27 System shall permit access and update to submitted reports from the field prior to report approval.

6.28 System shall permit access to all incident reports from the field.

6.29 System shall permit Ad-Hoc and standardized reporting.

6.30 System shall permit alternatives to run queries within the system as opposed to the query tool.

6.31 System shall permit analyzing of activity via a third-party application using including, but not limited to frequency analyses, fractal analysis, spatial analysis, link analysis, change over time analysis, regression analysis, simple relational analyses, complex relation analysis, etc.

6.32 System shall permit attachment of files to incident report.

6.33 System shall permit authorized users to access the general library of user-created ad-hoc reports.

6.34 System shall permit automatically generated user-defined date range reports based on a pre-determined schedule, including but not limited to annually, based on request, daily, monthly, weekly, etc.

6.35 System shall permit automatically generating of reports based on any user-defined criteria.

6.36 System shall permit canceling of printing if preview is not acceptable.

6.37 System shall permit configuration of the software to prompt supervisor review of department specified report types.

6.38 System shall permit configuring of user restrictions based upon report type.

6.39 System shall permit configuring of user restrictions based upon user.

6.40 System shall permit consistent reporting and query tool that can access multiple files/tables/data views and stored procedures in a single query, allow the end user to design screen and report formats, create interactive query requests, create printed reports, create reports from any data in the system, define temporary fields which may or may not be output, de-select records/rows in combination with selection of records, sort selected records/rows by key/index and non-key/non-indexed fields, etc.

6.41 System shall permit creating and sharing of stored procedures and data views.

6.42 System shall permit creating of standard reports that can be made available to all system users.

6.43 System shall permit creation and sharing of report/header templates.

6.44 System shall permit creation of a standard public incident report template.

6.45 System shall permit creation of dashboard goals.

6.46 System shall permit creation of dashboards and key performance indicators.

6.47 System shall permit creation of dashboards specific to individual logons.

6.48 System shall permit definition of printing privileges by security group and/or user ID.

6.49 System shall permit designing of a custom form for query output.

6.50 System shall permit direct query results to any printer.

6.51 System shall permit drilling down on query results.

6.52 System shall permit easy formatting of query output.

6.53 System shall permit editing and re-use of queries.

6.54 System shall permit entering of an unlimited number of persons, property, vehicles, buildings, etc.

6.55 System shall permit entering, as part of the incident report, a narrative of unlimited length.

6.56 System shall permit exporting of analysis data into external formats.

6.57 System shall permit exporting of data into ASCII, comma delimited, compatible with MS Office Suite, DBF, HTML, PDF, Rich Text Format, XML, XTML, etc.

6.58 System shall permit exporting of query results into standard tools.

6.59 System shall permit extraction and importing of data and reports in the system.

6.60 System shall permit filtering and limiting of fields in exported data.

6.61 System shall permit generating of a report available to the public for HAZMAT chemicals as well as incidents.

6.62 System shall permit generating of a report showing reasons for returned incident reports.

6.63 System shall permit generating of a report showing the specific version of report by requestor and date of request.

6.64 System shall permit generating of a report showing total incident reports, including but not limited to any combination of period of time, geographical area, fire management zone, incident type, location type, civilian injuries, fatalities, property loss, firefighter injuries, responding fire apparatus, fire cause, responding fire stations, department defined fields, etc.

6.65 System shall permit generating of a report showing total number of incident reports returned based on reviewer/supervisor, author/personnel, incident type, etc.

6.66 System shall permit generating of automatic letters based upon data elements defined by the department.

6.67 System shall permit generating of reports from ad hoc query results.

6.68 System shall permit generating of reports on an on-demand basis, including but not limited to daily, weekly, monthly, etc.

6.69 System shall permit grouping of query results by any criteria.

6.70 System shall permit identical report writing features in a mobile environment as desktop.

6.71 System shall permit identification of responsible parties for completing the report.

6.72 System shall permit identification on redacted fields within a printed report.

6.73 System shall permit identification when changes were made to a report.

6.74 System shall permit modification of field labels from internal data source name.

6.75 System shall permit multiple grouping of criteria.

6.76 System shall permit multiple personnel to provide input to a single incident report once it is created and report number assigned.

6.77 System shall permit narrowing down of searches.

6.78 System shall permit optionally generating a report in HTML.

6.79 System shall permit organization and labeling of files attached to incident report.

6.80 System shall permit other users query access to the information in an uncompleted or unapproved report.

6.81 System shall permit personnel to indicate that a report requires immediate supervisor attention.

6.82 System shall permit personnel to submit a report to a supervisor "group" rather than an individual supervisor.

6.83 System shall permit personnel to submit reports electronically to their supervisors for review.

6.84 System shall permit population of the incident report with information already in the system.

6.85 System shall permit printing direct query results to any printer.

6.86 System shall permit printing of all code tables and screens by ranges.

6.87 System shall permit printing of report options including but not limited to cancel report print jobs, determine length of report prior to printing, queue reports for later printing, select printer, select workstation, specify number of copies, specify page ranges and multiple pages, specify portrait of landscape mode, etc.

6.88 System shall permit printing of the query returns at any time.

6.89 System shall permit query/report generating tool to allow development of user help facilities at the system level, run in background mode, support all record accesses allowed by the DBMS, support the use of third party query tools, support widows within developed applications, etc.

6.90 System shall permit query/report generating tool to handle a full suite of statistical operations, arithmetic operations, including fractals and percentiles, logic operations, prompted queries, etc.

6.91 System shall permit query/report generating tool to handle the following, including but not limited to a full suite of statistical operations, arithmetic operations, including fractals and percentiles, logic operations, prompted queries, etc.

6.92 System shall permit querying of information in an uncompleted or unapproved report.

6.93 System shall permit querying of master indices by any operational data element.

6.94 System shall permit querying of narrative text.

6.95 System shall permit querying of returns to indicate the information source.

6.96 System shall permit querying of the RMS by any data element in a master index.

6.97 System shall permit requirement of department defined reports to be reviewed prior to system acceptance.

6.98 System shall permit restriction of databases from user queries based on permissions.

6.99 System shall permit restriction of user actions by displaying a single page of data at a time, using prompts to continue/refine/alter the query, warning of the number of records found, etc.

6.100 System shall permit retrieving and displaying of all records related to a query return.

6.101 System shall permit running a point in time report on historical data.

6.102 System shall permit running of comparison reports against separate queries.

6.103 System shall permit saving of queries for later use.

6.104 System shall permit saving of queries to a central "query library."

6.105 System shall permit searching and querying of all appropriate databases with one query request.

6.106 System shall permit searching of every data field.

6.107 System shall permit searching using unlimited number of selection criteria.

6.108 System shall permit selection of any result from a query and drill down for detailed information.

6.109 System shall permit selectively printing system information including but not limited to printing of all except specific records, print single record, etc.

6.110 System shall permit sorting and grouping of query results by any criteria.

6.111 System shall permit sorting of query results on multiple returned fields.

6.112 System shall permit storing of Administrative reports and documents including but not limited to staff reports, standard operating procedures, other department defined items, etc.

6.113 System shall permit supervisors to attach electronic notes to a report to indicate to the personnel areas that need to be corrected.

6.114 System shall permit supervisors to edit a report during the review process.

6.115 System shall permit supervisors to receive, review and approve incident reports online.

6.116 System shall permit system to maintain version history of reports.

6.117 System shall permit the department to indicate at what point in the review process the report

shall be locked from further edits.

6.118 System shall permit the locking of reports from further edits.

6.119 System shall permit tracking and analyzing of activity by any combination of multiple data elements, including, but not limited to address range, cause of fire, heat source, equipment type, contributing factors, number of injuries, number of fatalities, types of fatalities, property loss, apparatus involved, EMS data, business name, business type, date range, day of week, fire prevention activates, investigation activities, hazardous materials, incident type, Occupancy type, property use, patient disposition, patient age, property type involved, response area, shift/squad, specific location, station, time of day range, user defined time differentials, X/Y coordinates, geographical range, personnel involved, any combination of above elements, any data element captured, etc.

6.120 System shall permit tracking of public incident reports by the following, but not limited to date of request, requestor, date released, etc.

6.121 System shall permit tracking of the status of reports, including but not limited to unwritten, incomplete, approved, open, re-opened, closed, etc.

6.122 System shall permit tracking of user logon/logoff times for time reporting purposes.

6.123 System shall permit use of predefined data entry forms/screens.

6.124 System shall permit use of standard screen formats for all inquiries.

6.125 System shall permit users to flag reports in a dashboard format.

6.126 System shall permit viewing of all reports in a print preview mode on screen.

6.127 System shall preserve all user created reports and fields when future application patches are applied.

6.128 System shall prevent submission of a final closed report with data entry errors.

6.129 System shall prevent submission of any report until all responsible parties have completed their portion of the report.

6.130 System shall prevent submission of any report with incomplete mandatory fields, invalidated name and address data, other department defined criteria, etc.

6.131 System shall prevent the printing of selected information.

6.132 System shall produce a comprehensive response to a query.

6.133 System shall produce standard reports containing, at a minimum, the following department logo, date and time range for the contents of the report, date report was printed, name of user running/printing report, page number, report author, report header with department name, specified search parameters, etc.

6.134 System shall prompt personnel as to which fields require correction.

6.135 System shall provide a document edit history.

6.136 System shall provide a report-formatting facility that accesses the following, included but not limited to data definitions, data formats, editing rules for a field, field headings, field sizes, formatting rules, font size, font type, font color, cell color, conditional formatting, etc.

6.137 System shall provide a report-formatting tool allowing manipulation of data formats, field sizes, editing rules for a field, field headings, data definitions, formatting rules, etc.

6.138 System shall provide a reporting and query tool that can access multiple files/tables/data views in a single query, allow the end user to design screen and report formats, create interactive query request on line, create printed reports, create reports from any data in the system, etc.

6.139 System shall provide online help for the reporting and query tools.

6.140 System shall provide standard screen formats for all queries.

6.141 System shall provide supervisors the option of approving the report or returning the report to personnel for corrections.

6.142 System shall provide user feedback of data input errors.

6.143 System shall restrict queries that result in large volumes of data by providing a warning of the number of records found, providing a warning of the size of records found, requesting users to prompt the system to continue or cancel the query, etc.

6.144 System shall restrict user actions by displaying a single page of data at a time, using prompts to continue/refine/alter the query, warning of the number of records found, processing time of query, etc.

6.145 System shall send confirmation indicating automated field reporting upload was completed successfully.

6.146 System shall store generated reports in a central repository.

6.147 System shall support automatic data suppression for repetitive data.

6.148 System shall track multiple reasons reports are returned.

6.149 System shall use standard data functions including but not limited to average, sum, count, etc.

6.150 System shall validate data prior to report submission to ensure that only valid codes have been used.

6.151 System shall validate data to ensure all required fields have been completed prior to report submission.

6.152 System shall permit the data dictionary to be integrated with the report module to enable query drawdown on the fly for full Ad Hoc reporting.

6.153 Reports shall be compatible with mainstream document imaging systems.

7.0 CONTRACTOR's Audit Trail Capabilities provided to the COUNTY shall include:

7.1 System shall archive audit trails based on transaction type and/or date.

7.2 System shall automatically archive information based upon department specified parameters.

7.3 System shall capture updates to a master record based on changes to time and date stamp, user id, etc.

7.4 System shall limit access to audit trail by user id and/or security level.

7.5 System shall log all vendor access to system.

7.6 System shall maintain an audit trail based on individual levels, module levels, record levels, etc.

7.7 System shall maintain file history so that field value changes can be viewed both before and after change occurred.

7.8 System shall maintain historical data based on a user-defined length of time.

7.9 System shall maintain historical information upon entry of updated information into a master record.

7.10 System shall maintain logs on all actions including, but not limited: attempted breeches, changes, errors, file maintenance transactions, inquiries to other systems, user messages, override, security violations, successful sign-on, transaction entries, unsuccessful sign-on attempts, etc.

7.11 System shall permit a single master time stamp for all application components.

7.12 System shall permit archiving of audit trails based on transaction type and/or date.

7.13 System shall permit assignment of a unique identifier to each record.

7.14 System shall permit audit and logging functionality to be configurable.

7.15 System shall permit creating and editing of a security group defining who has audit trail access permissions.

7.16 System shall permit extraction of reports from the audit trail.

7.17 System shall permit manual archive of information based upon department specified parameters.

7.18 System shall permit pulling up of a record and easily see modifications made to record (before and after values), time and date stamp of last change to record, who make last change to record, etc.

7.19 System shall permit querying of archived and current information by any combination of criteria.

7.20 System shall permit securing of the audit log from user tampering.

7.21 System shall permit sorting of stored messages based on priority and date/time.

7.22 System shall permit storage of audit trail data including, but not limited to date and time stamp, input, edit, deletion, inquiry, printer Id, security level, terminal id, transaction type, type of data accessed during an inquiry, user id, user name, etc.

7.23 System shall permit storage of messages for later viewing.

7.24 System shall permit the system to assign a unique identifier to each record.

7.25 System shall permit tracking for system and user activity for a given day/period.

7.26 System shall permit viewing of all audit records for all fields.

7.27 System shall permit viewing of audit records for all databases.

7.28 System shall permit viewing of audit trails online.

7.29 System shall permit viewing of historical individual information.

7.30 System shall provide an audit trail when data are sent/received electronically via email. Audit trail data includes, but is not limited to data sent, date and time stamp, received user id, sender user id, terminal id, etc.

7.31 System shall store audit trail data including, but not limited to before and after values of modified data, date and time stamp, input, edit, deletion, inquiry, printer id, reason any information was changed or updated, reason any information was deleted, security level, terminal id, transaction type, type of data accessed during an inquiry, user id, user name, etc.

7.32 System shall time stamp messages when sent, delivered, read, and deleted

7.33 System shall provide a comprehensive search feature that will allow easy access to related audit components.

8.0 CONTRACTOR'S Data Entry Requirements provided to the COUNTY shall include the following:

8.1 System shall provide narrative/comment fields of unlimited length.

8.2 System shall provide basic word processing capabilities on narrative and comment fields, including, but not limited to cut and paste, paragraph formatting, spell check, grammar check, text wrap, use of bullets and numbering, etc.

8.3 System shall permit entering of data in a non-case sensitive format.

8.4 System shall provide templates for entering narratives.

8.5 System shall allow department specific templates to be created.

8.6 System shall permit automatic translation of standard text entries into NFIRS codes.

8.7 System shall automatically translate NFIRS codes into standard text entries.

8.8 System shall permit authorized users to override automatic data population.

8.9 System shall provide code lists for data elements to facilitate standardized data entry.

8.10 System shall permit creation of a relational edit between data fields.

8.11 System shall permit drop down lists to incorporate NFIRS codes where applicable.

8.12 System shall permit definition of mandatory fields in data entry screens.

8.13 System shall prevent appearance on a data entry screen of a field for which a value should not be entered.

8.14 System shall validate any data field that requires master index data against master indices.

8.15 System shall advise user of data entry or command errors.

8.16 System shall permit corrected data in a field to auto populate across related modules.

8.17 System shall advise user of required data necessary to complete a transaction or report.

8.18 System shall permit correction of data errors after saving record.

8.19 System shall permit linking of all system data via master indices.

8.20 System shall maintain master indices, including, but not limited to name, locations, organizations, service requests, businesses, department defined category, etc.

8.21 System shall permit transferring of information collected in one module to other system modules including, but not limited to incident reporting, inspections, investigations, occupancy, permitting, etc. for both purchased and implemented modules.

8.22 System shall eliminate redundant data entry by allowing reuse of previously stored information when entering new records or reports.

8.23 System shall automatically update master indices upon entry of information.

8.24 System shall support linkages among any information, including, but not limited to locations to organizations, locations to organizations, locations to parcel, organizations to organizations, parcel to organizations, people to parcels, people to people, fire management zones to organizations, fire management zones to parcels, fire management zones to people, district maps to organizations, district maps to people, district maps to parcels, etc.

8.25 System shall permit linking of phone numbers, including, but not limited to locations, organizations, parcels, people, etc.

8.26 System shall maintain subject information upon modification of select data fields.

8.27 System shall identify mandatory fields by incident type.

8.28 System shall identify mandatory fields by previously entered values.

8.29 System shall provide data entry fields based on incident type.

8.30 System shall limit available values in subsequent code tables based on previously entered data.

8.31 System shall provide a means for users to distinguish between mandatory and optional fields.

8.32 System shall prompt user to complete any mandatory fields not completed.

8.33 System shall have the ability to turn off any fields not required by the department.

8.34 System shall define fields that are not auto populated with data already in the system.

8.35 System shall not be case sensitive on data entry.

9.0 CONTRACTOR'S Alerts and Triggers Requirements provided to the COUNTY shall include the following:

9.1 System shall permit creation of an alert based on records matching specified criteria.

9.2 System shall permit creation of visible alerts.

9.3 System shall permit creation and definition on an unlimited number of alert categories.

9.4 System shall limit viewing of alerts by security profile.

9.5 System shall permit creation of business rules for flag categories.

9.6 System shall permit group notifications should there be more than one alert occurring.

9.7 System shall permit entering of comments regarding the alerts associated with a record.

9.8 System shall permit attaching an alert to a specific record so that if a record is updated in any other context, the appropriate user is alerted.

10.0 CONTRACOTR'S Fire Investigation Requirements provided to the COUNTY shall include the following:

10.1 System shall permit investigators to document case activity including, but not limited to arrests, case notes, developing and tracking leads, disposition, evidence collection, initiating criminal charges, supplemental reports, etc.

10.2 System shall link case activities to person who entered or updated information.

10.3 System shall track tasks assigned to other investigators or officers by case.

10.4 System shall permit generating of reports including but not limited to monthly return of arson offenses known to law enforcement, basic crime report, supplemental reports, arrest reports, etc.

10.5 System shall track investigations management activities including, but not limited to capturing and storing investigation data, producing supplemental reports, case disposition, unique case number, actions and outcomes tracked by incident number, actions and outcomes tracked by individual, etc.

10.6 System shall permit department to define the specific investigations management activities it wants to track.

10.7 System shall prevent the release of reports involving juvenile information.

10.8 System shall prevent the release of any report while still under investigation.

10.9 System shall prevent the release of any report in accordance with Public Records Act exclusions and exceptions.

10.10 System shall permit department to define the time allocation for each activity it wants to track.

10.11 System shall permit attaching of files to the incident.

10.12 System shall limit access to case information by security profile at the case level, case document level, and field level.

10.13 System shall create and use dashboards to monitor investigation activities.

10.14 System shall permit flagging of juvenile status at the time of incident.

10.15 System shall permit sealing of records based on a court order.

10.16 System shall pre-populate data fields with public records request information.

10.17 System shall permit personal information in the investigations record, including but not limited to the following first name, last name, middle name, date of birth, sex, ethnicity, address, organization, mobile phone number, home phone number, business phone number, hair, eyes, height, weight, driver's license number, driver's license state, social security number, email, law enforcement classification, date of death/injury, fire death/injury status, comments, occupation, title, school, area of residence, date and time of arrest/filing/petition, filing information, location of arrest, factual circumstances, location held, amount of bail, all charges including warrant, parole or probation holds, unique case number, incident number, case status, date case opened, date case closed, CAD incident date, CAD incident time, investigation date, investigation time, etc.

10.18 System shall list multiple Origin & Cause Investigators

10.19 System shall list multiple Follow-up Investigators

10.20 System shall permit capture fields including but not limited to the following Multiple Fire Prevention Officers, Citizen complaints against a peace officer, Case Type, Law Enforcement Fire Cause, Cause and classification, Evidence chain of custody, Evidence photos taken, Evidence special studies, NFIRS jurisdiction, Law enforcement jurisdiction, Total (Property and Contents) damaged, Property damaged, Contents damaged, Law enforcement property class, Law enforcement property description, Post incident inspection actions, Post incident outcomes, Offense Code(s), Offenses Reported, Unfounded, Number

of Actual Offenses, Offenses where structures were uninhabited, abandoned or not normally in use, Actions and outcomes to be taken based on individuals, Action(s) (e.g., Cost Recovery, Arrest, Fire FRIENDS Contract Offer), Date, Individual taking action, Department taking action, Comments, Dollar amount (if cost recovery, Outcome comments, Fire Friends Interviewer, Entered into Fire FRIENDS database, and Fire Friends comments

10.21 System shall permit investigator supervisors to view unassigned cases online.

10.22 System shall permit an investigator supervisor to electronically assign case responsibility to a primary investigator.

11.0 CONTRACTOR'S Calendar Requirements provided to the COUNTY shall include the following:

11.1 System shall restrict viewing access to the master calendar.

11.2 System should prevent a user from modifying another user's calendar/activities.

11.3 System should permit users to enter all time including drive time from a single point in the system without opening a separate module.

12.0 CONTRACTOR'S Case Reports Requirements provided to the COUNTY shall include the following:

12.1 System shall permit assignment of cases to multiple investigators.

12.2 System shall permit investigators or officers to receive electronic notification that they have been assigned a new case.

12.3 System shall permit secure of cases at case, document, and record levels.

12.4 System shall permit investigator to whom a case is assigned to determine who has access to cases assigned to that investigator, documents within cases assigned to that investigator, and records related to cases assigned to that investigator.

12.5 System shall permit investigator supervisors to monitor case activity including, but not limited to case status and responsible investigator.

12.6 System shall permit investigator supervisors to monitor investigators' workloads.

12.7 System shall permit investigator supervisors to communicate with investigators through the case management system.

12.8 System shall permit tracking of investigation staff time spent on cases.

12.9 System shall permit capture of communications that occur within the case management system.

12.10 System shall permit investigator supervisors to reassign cases to different investigators.

12.11 System shall track history of assignments.

12.12 System shall permit investigator supervisors to electronically notify investigators of case reassignments.

12.13 System shall generate reports based on assigned cases, case dispositions, cases aging report, cases pending assignment and pending activity.

12.14 System shall track the NFIRS jurisdiction.

12.15 System shall track total (property and contents) damaged.

13.0 CONTRACTOR'S Incident Information Requirements provided to the COUNTY shall include the following:

13.1 System shall comply with all NFIRS reporting requirements.

13.2 System shall permit merging of 2 incidents.

13.3 System shall export incident information to NFIRS.

13.4 System shall comply with all Cal Fire reporting requirements.

13.5 System shall permit attaching of specific wildland/wildfire information on incident reports, including but not limited to vegetation types, fuel types, elevations, slopes, narrative, etc.

13.6 System shall permit assignment of a sequential incident number to a report.

13.7 System shall permit department to determine the incident number format.

13.8 System shall indicate that an incident occurred outside of the department's jurisdiction.

13.9 System shall capture demographic information for persons, including, but not limited to age, hair color, height, weight, ethnicity, school attended, contact information, parent/guardian name, address, phone number, etc.

13.10 System shall capture name information for witnesses, victims, suspects, property owner, juvenile, insurance agent, tenant, other persons, etc.

13.11 System shall link an incident report to related call for service record.

13.12 System shall capture weather information for an incident.

13.13 System shall handle multiple incident reports per CAD incident.

13.14 System shall link all associated reports and forms to a common incident number.

13.15 System shall automatically back up or save reports periodically without user intervention.

13.16 System shall capture HAZMAT exposure as part of the incident report.

13.17 System shall link HAZMAT exposures to the personnel module.

13.18 System shall provide a separate report for HAZMAT exposures dependent upon the incident report.

13.19 System shall permit electronically redacting of information from reports prior to printing a public copy.

13.20 System shall indicate that information has been redacted from a report.

13.21 System shall permit printing of a full version of the un-redacted report.

13.22 System shall permit viewing of individual incident reports electronically.

14.0 CONTRACTOR'S HazMat Requirements provided to the COUNTY shall include the following:

14.1 System shall permit automatically updating of master indices upon entry of hazardous materials data.

14.2 System shall utilize master index information to populate hazardous materials information.

14.3 System shall permit attaching of files to hazardous materials records.

14.4 System shall permit association of multiple hazardous materials information with a single parcel.

14.5 System shall electronically notify user of any hazardous materials information associated with the information being entered, including but not limited to address, address range, chemical name, etc.

14.6 System shall provide a hyperlink to a Emergency Response Guidebook for hazardous materials definitions.

14.7 Hazardous materials module shall include but not limited to industry accepted chemical reference records, fire code hazard classifications, technical information, mixtures with variable concentrations and combinations, etc.

14.8 System shall use standard Windows functions to search the hazardous materials chemical database.

14.9 System shall track the receipt of information for administrative enforcement order, business emergency plan, California accidental release program, hazardous materials disclosure, hazardous materials data collection, etc.

14.10 System shall capture Hazardous Materials information, including but not limited to business owner, contact person, inspector name, inspector company, inspector shift, inspection/business id number, telephone number, mailing address, business emergency plan submitted, hazardous materials disclosure completed, hazardous materials inventory statement completed, X/Y coordinates, site address, narrative, beginning date, ending date, billing information, emergency contacts name, emergency contact phone, emergency contact email, facility name, chemical location, chemical location confidential, chemical name, common name, trade secret, fire code hazard class, type, pure, mixture, waste, radioactive, radioactive curies, physical state, solid, oxidizing, corrosive, flammable, highly toxic, organic peroxide, pyrophoric, toxic, unstable reactive, water reactive, liquid, oxidizing, corrosive, flammable, highly toxic, organic peroxide, toxic, unstable reactive, water reactive, corrosive gas, flammable gas, highly toxic gas, inert gas, oxidizer gas, pyrophoric gas, toxic gas, corrosive, flammable, non-flammable, oxidizer, fire, water reactive, pressure release, acute health, chronic health, average daily amount, maximum amount, annual waste amount, state waste code units, state waste code gallons, state waste code pounds, state waste code cubic feet, state waste code tons, state waste code largest container, state waste code date on site, aboveground tank, underground tank, pressurized tank, magazine, drum, plastic container, metal container, VAT, images and videos of sites, in machinery, on truck, bag, box, cylinder, glass container, rail care, silo, tank inside, carboy, tot bin, tank wagon, ambient pressure, above ambient pressure, below ambient pressure, ambient temperature, above ambient temperature, below ambient temperature, annotations for marking the above, etc.

14.11 System shall permit department to add data elements to be captured.

14.12 System shall permit applicants to enter HAZMAT information electronically.

14.13 System shall produce a summary of Hazardous Materials information by business type, city, hazardous materials type, location, owner, department defined criteria, etc.

14.14 System shall notify of hazardous materials including but not limited to upcoming certification dates, introduction of hazardous materials, user defined follow up dates, etc.

14.15 System shall notify stations and/or area supervisor within a user-configurable area of modifications to a site with hazardous materials.

14.16 System shall permit reporting of x/y coordinates for actual reporting.

14.17 System shall permit tracking of inventory materials used on incident or training.

15.0 CONTRACTOR'S Wildland Requirements provided to the COUNTY shall include the following:

15.1 System shall store residential data, including but not limited to HOA/Property manager, tenant, organization, department defined field, etc.

15.2 System shall track/plot grant areas, outreach areas, countywide pre-plans, fire plans, fuel breaks, tree treatment, brush clearance, manage work crews and contractors, job and cost estimates and bid information required by national forest management systems, etc.

15.3 System shall track grant funding.

15.4 System shall track program level and geographic area data.

15.5 System shall define and meet automated reporting requirements for Cal Fire, including but not limited to fire acres, size and class of fire, fuel treatment area and acres, type of treatment, tons of material, etc.

15.6 System shall permit electronic sending of reports to external agencies.

15.7 System shall track resource management, preserves, conservancies, reserves and county park properties and contacts.

15.8 System shall collect and store weather data.

15.9 System shall collect, store, and analyze fuel moisture data.

15.10 System shall attach specific wildland/wildfire data to incident reports.

EXHIBIT B
HARDWARE REQUIREMENTS

County is responsible for the purchase, installation and ongoing maintenance of all hardware components. The tables below describe the minimum configuration requirements for the different parts of the FDM system.

Workstations

	FDM RMS Workstation
Operating System	Microsoft Windows 7, 32 bit or 64 bit Windows 8, 32 or 64 bit
Available RAM	4 GB RAM
Processor	Multi Core Processor 1.33GHz
Hard Disk Space	100 GB Hard Drive
Video Card (standard)	1 x NVIDIA Quadro K2000 (if mapping is used, otherwise, no special requirement)
Video Card (low-profile)	1 x NVIDIA Quadro K600 for up to 2 simultaneous displays 2 x NVIDIA Quadro K600 for up to 4 simultaneous displays (if mapping is used, otherwise, no special requirement)
UPS	n/a
Monitors	21" display
Mapping	

Database

	Database Servers
Operating System	Microsoft Windows Server 2012
RDBMS	Microsoft SQL Server® 2012
Processor	Intel Xeon 5000 Series, Quad Core – 4 Processors
Memory	128 GB
Hard Disk	Mirrored 250+ GB SCSI hard disk storage with high-speed hard drive OR RAID 5/10 hard drive controller and minimum 3 hot swappable drives and 1/2 hot spare
Disk Space	At installation, the FDM Software and database engine components require approximately 10 gigabyte of disk space. The database will require 100 gigabytes per year for FDM data.

	Database Servers
Power Supply / UPS	Hot swappable dual power supplies.
Additional Media	DVD ROM
Backup Media	Tape or external storage
Remote PC Access	Remote access for FDM to maintain the system

Network Services - Connectivity Infrastructure

	Requirements
LAN	1 Gbps connection bandwidth using a TCP/IP protocol.

A separate test server is also required for development and testing of new customizations and configuration changes.

EXHIBIT C
ACCEPTANCE/TESTING

1.0 Acceptance Testing Overview

CONTRACTOR shall work with the COUNTY to develop acceptance tests for each module and individual interfaces to verify the compliance of the installed system with the specifications outlined in Exhibit A – Scope of Work of this Agreement.

CONTRACTOR shall test all off-the-shelf software and databases prior to installation. System and final acceptance testing is required to verify that the fully configured and customized system meets the functionality outlined in Exhibit A – Scope of Work of this Agreement.

Testing includes but is not limited to:

Developing a User Acceptance Test Plan

CONTRACTOR shall develop comprehensive RMS Acceptance Test Plans that are modified to include any agreed changes that are documented during the Detailed Design Document definition phase. The COUNTY shall review and approve the CONTRACTOR Acceptance Test Plan prior to implementation.

2.0 Developing Test Scripts

CONTRACTOR shall develop internal test scripts. CONTRACTOR shall share these scripts with the COUNTY if and when deemed appropriate.

3.0 Testing All Software Components

CONTRACTOR is not responsible for system performance or system testing for any component not provided by the CONTRACTOR. CONTRACTOR shall work in good faith with the COUNTY to resolve any problems or issues should they arise.

4.0 Security Testing

CONTRACTOR shall not be responsible for testing security on any component not provided by the CONTRACTOR. Security testing demonstrates that access to user and system administration functionality is, based on a valid User ID, password-protected.

5.0 Hardware and Network Capacity Testing

CONTRACTOR shall work with the COUNTY on performance and reliability testing of the servers and switches. CONTRACTOR shall not be responsible for system and network performance or system testing for any component not provided as part of the proposal.

6.0 Data Conversion

COUNTY shall be responsible for allocating the resources necessary for analysis, data cleanup, trouble shooting, and data load preparation.

CONTRACTOR shall assist the COUNTY to identify the data required to be accessible in the new system and supply the COUNTY with worksheets needed to work through the COUNTY'S legacy data.

CONTRACTOR shall assist with a thorough analysis of the type, amount of data, and data structure provided by the COUNTY and determines with the COUNTY where the data should reside in the target database.

COUNTY shall export the source data into a format that can be read in an Excel workbook.

7.0 Post Implementation

COUNTY is responsible for the following list of project tasks and responsibilities. Responsibilities include work tasks, providing access to COUNTY facilities and data and transmission network, and providing trainees. This list can be refined, added to and changed as agreed upon in writing by CONTRACTOR and the COUNTY.

7.1 Configure, program, establish security measures, and make operable any network components of the project.

7.2 Provide information needed for all custom work requested that requires a custom SOW. Custom SOWs are required for such things including but not limited to: database conversion, foreign network connections, onsite installation and configuration.

7.3 Use reasonable efforts to provide supporting information to aid in resolving any problems discovered during installation, implementation, or post installation phases of the project.

7.4 Provide information, data, records, and documents, and make such decisions in a prompt and timely manner as may be reasonably required by CONTRACTOR to perform under the SOW.

7.5 Notify and coordinate schedule changes with CONTRACTOR, which may require a written change order.

7.6 Assume sole responsibility for the accuracy and completeness of data supplied by third-party vendors and/or end user requirements to CONTRACTOR Software.

7.7 Provide the applicable number of Virtual Private Networks (VPN) or dedicated communication lines system connectivity.

7.8 Ensure the operating environment is fully functional and meets CONTRACTOR's minimum operating requirements for CONTRACTOR software products.

7.9 Ensure sufficient power, grounding, lightning protection, and HVAC is available as required for the proper operation of the COUNTY's operating environment.

7.10 Assume full responsibility for facility-specific work and activity, including, but not limited to, construction, core drilling, ladder rack, computer/relay rack installation, category 5 and structured wiring testing.

7.11 Ensure appropriate conduit has been run / placed prior to cable running, if required.

7.12 Assume sole responsibility for the procurement, installation, and testing of all site-required cabling, excluding material and tasks purchased through CONTRACTOR.

7.13 Procure and participate in CONTRACTOR provided training for onsite support technicians.

7.14 Provide direct contact and support at the COUNTY locations.

7.15 When applicable, submit custom IP and computer naming conventions to CONTRACTOR at least 21 days prior to scheduled equipment ship date.

7.16 Provide extender cables, as required, for power, monitor, mouse, keyboard, etc.

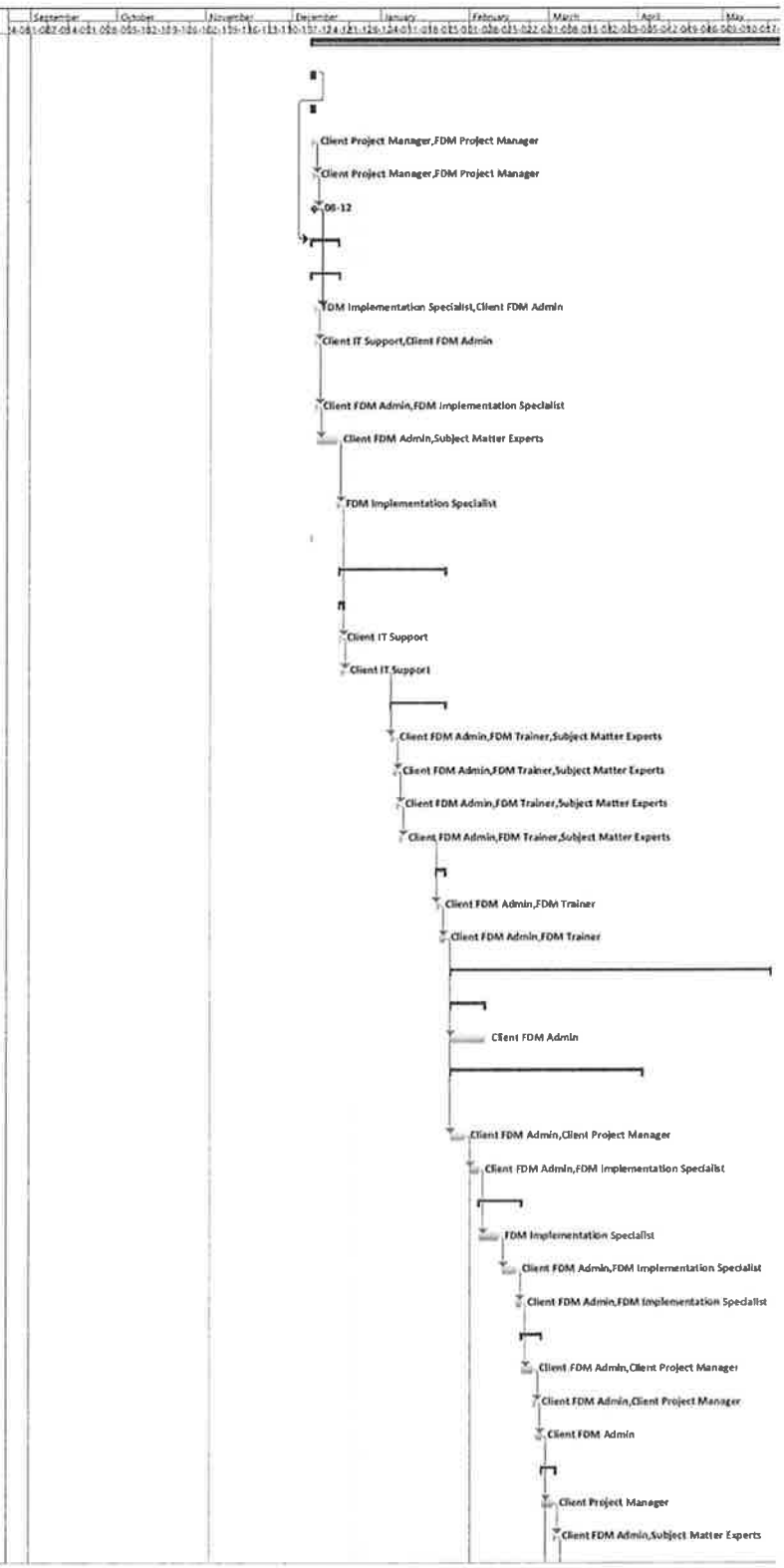
7.17 Assume responsibility for removal of all equipment and cable being supplanted by the CONTRACTOR system.

7.18 Assume responsibility for all material and services not specifically contracted through CONTRACTOR.

7.19 Anticipate and plan for configuration changes and/or fine-tuning to the various CONTRACTOR products installed once the COUNTY begins using the system.

EXHIBIT D
IMPLEMENTATION PLAN

ID	Task Name	Duration	Start	Finish
1	**Riverside County RMS Implementation**	**106.5 days**	**Mon 08-12-14**	**Thu 21-05-15**
2	**Project Planning and Scoping**	**1 day**	**Mon 08-12-14**	**Mon 08-12-14**
3	**Project Kick off**	**1 day**	**Mon 08-12-14**	**Mon 08-12-14**
4	Project Review	0.5 days	Mon 08-12-14	Mon 08-12-14
5	Finalize Project Plan	0.5 days	Mon 08-12-14	Mon 08-12-14
6	Circulate Project Plan	0 days	Mon 08-12-14	Mon 08-12-14
7	*Hardware Procurement <if necessary>*	*7.75 days*	*Mon 08-12-14*	*Wed 17-12-14*
9	**Database Delivery & Data Collection**	**8 days**	**Mon 08-12-14**	**Wed 17-12-14**
10	**Deliver FDM Standard Database**	0.5 days	Tue 09-12-14	Tue 09-12-14
11	Install FDM Standard Database in Dev & Training Environment	0.25 days	Tue 09-12-14	Tue 09-12-14
12	Data Collection Workbook Review Session	0.25 days	Tue 09-12-14	Tue 09-12-14
13	Completion of Data Collection Worksheet for training <subset>	5 days	Wed 10-12-14	Tue 16-12-14
14	Prepolutate Database for training	1 day	Wed 17-12-14	Wed 17-12-14
15	**Initial Configuration for training**	0.5 days	Mon 08-12-14	Mon 08-12-14
16	**FDM Administrator Training**	**17 days**	**Thu 18-12-14**	**Fri 23-01-15**
17	**Facility Set Up**	**1.5 days**	**Thu 18-12-14**	**Fri 19-12-14**
18	Install & Test FDM on Workstations	0.5 days	Thu 18-12-14	Thu 18-12-14
19	Setup Training Facility Computers for Admin Training	1 day	Thu 18-12-14	Fri 19-12-14
20	**FDM Module Training - Administrators**	**14 days**	**Mon 05-01-15**	**Fri 23-01-15**
21	Basics and Navigation	1 day	Mon 05-01-15	Mon 05-01-15
22	Personnel	1 day	Tue 06-01-15	Tue 06-01-15
23	Properties	1 day	Wed 07-01-15	Wed 07-01-15
24	Incidents	1 day	Thu 08-01-15	Thu 08-01-15
25	**FDM Tools Training - Administrators**	**3 days**	**Wed 21-01-15**	**Fri 23-01-15**
26	Security	1 day	Wed 21-01-15	Wed 21-01-15
27	Tools & FDM Importer	2 days	Thu 22-01-15	Fri 23-01-15
28	**Implementation**	**78.25 days**	**Mon 26-01-15**	**Mon 18-05-15**
29	**Data Collection**	**10 days**	**Mon 26-01-15**	**Fri 06-02-15**
30	Completion of Data Collection Worksheet	10 days	Mon 26-01-15	Fri 06-02-15
31	**Phase 1 - Personnel (PRS), Properties (PRF) and Incident (INC)**	**47.5 days**	**Mon 26-01-15**	**Fri 03-04-15**
32	Requirements Gathering <configuration>	5 days	Mon 26-01-15	Fri 30-01-15
33	Document Requirements <configuration>	3 days	Mon 02-02-15	Wed 04-02-15
34	**Phase 1 - Configuration**	**9 days**	**Thu 05-02-15**	**Thu 19-02-15**
35	Import Data	5 days	Thu 05-02-15	Wed 11-02-15
36	Modify Forms	2 days	Fri 13-02-15	Tue 17-02-15
37	Populate Picklists	2 days	Wed 18-02-15	Thu 19-02-15
38	**Security Set up**	**5 days**	**Fri 20-02-15**	**Thu 26-02-15**
39	Requirements Gathering	2 days	Fri 20-02-15	Mon 23-02-15
40	Document Requirements	1 day	Tue 24-02-15	Tue 24-02-15
41	Build Out Security	2 days	Wed 25-02-15	Thu 26-02-15
42	**Phase 1 Module Testing**	**3 days**	**Fri 27-02-15**	**Tue 03-03-15**
43	Build Test Plan	2 days	Fri 27-02-15	Mon 02-03-15
44	Requirements Testing	1 day	Tue 03-03-15	Tue 03-03-15



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	Task Name	Duration	Start	Finish
5	**Phase 1 - End User Training**	**32 days**	**Mon 02-02-15**	**Thu 19-03-15**
6	Build training plan	5 days	Mon 02-02-15	Fri 06-02-15
7	Customize Standard Documentation	2 days	Fri 27-02-15	Mon 02-03-15
8	Train-the-Trainer Training	2 days	Wed 04-03-15	Thu 05-03-15
9	End User Training	10 days	Fri 06-03-15	Thu 19-03-15
10	**Phase 1 - Go Live**	**10.5 days**	**Fri 20-03-15**	**Fri 03-04-15**
11	Go Live	0.5 days	Fri 20-03-15	Fri 20-03-15
12	System Monitoring	10 days	Fri 20-03-15	Fri 03-04-15
13	**Phase 2 - Asset Mangement (AM), Preventative Maintenance (PM)**	**41.25 days**	**Fri 20-03-15**	**Mon 18-05-15**
14	Requirements Gathering <configuration and customization>	4 days	Fri 20-03-15	Wed 25-03-15
15	Document Requirements <configuration>	5 days	Thu 26-03-15	Wed 01-04-15
16	**Phase 2 - Configuration**	**9 days**	**Thu 26-03-15**	**Tue 07-04-15**
17	Import Data	5 days	Thu 26-03-15	Wed 01-04-15
18	Modify Forms	2 days	Thu 02-04-15	Fri 03-04-15
19	Populate Picklist	2 days	Mon 06-04-15	Tue 07-04-15
20	**AM Module Customization**	**10 days**	**Thu 26-03-15**	**Wed 08-04-15**
21	Customization	10 days	Thu 26-03-15	Wed 08-04-15
22	**Testing and End User Training**	**24 days**	**Thu 09-04-15**	**Tue 12-05-15**
23	**Module Testing**	**7 days**	**Thu 09-04-15**	**Fri 17-04-15**
24	Build Test Plan	2 days	Thu 09-04-15	Fri 10-04-15
25	Requirement Testing	5 days	Mon 13-04-15	Fri 17-04-15
26	**Train the Trainer**	**17 days**	**Mon 20-04-15**	**Tue 12-05-15**
27	Build Training Plan	2 days	Mon 20-04-15	Tue 21-04-15
28	Customize Standard Documentation	2 days	Wed 22-04-15	Thu 23-04-15
29	Train-the-Trainer Training	3 days	Fri 24-04-15	Tue 28-04-15
30	End-User Training	10 days	Wed 29-04-15	Tue 12-05-15
31	**Phase 2 - Go Live**	**0.25 days**	**Wed 13-05-15**	**Wed 13-05-15**
32	Cutover, Go Live - onsite	0.25 days	Wed 13-05-15	Wed 13-05-15
33	**FDM Analytics Implementation**	**3 days**	**Wed 13-05-15**	**Mon 18-05-15**
34	System Configuration	2 days	Wed 13-05-15	Fri 15-05-15
35	Training	1 day	Fri 15-05-15	Mon 18-05-15
36	**FDM Advanced Tools Training - Administrators**	**2 days**	**Mon 18-05-15**	**Wed 20-05-15**
37	Workflow Tools	2 days	Mon 18-05-15	Wed 20-05-15
38	**Project Acceptance**	**1.25 days**	**Wed 20-05-15**	**Thu 21-05-15**
39	Project Review	1 day	Wed 20-05-15	Thu 21-05-15
40	Project Sign off	0.25 days	Thu 21-05-15	Thu 21-05-15

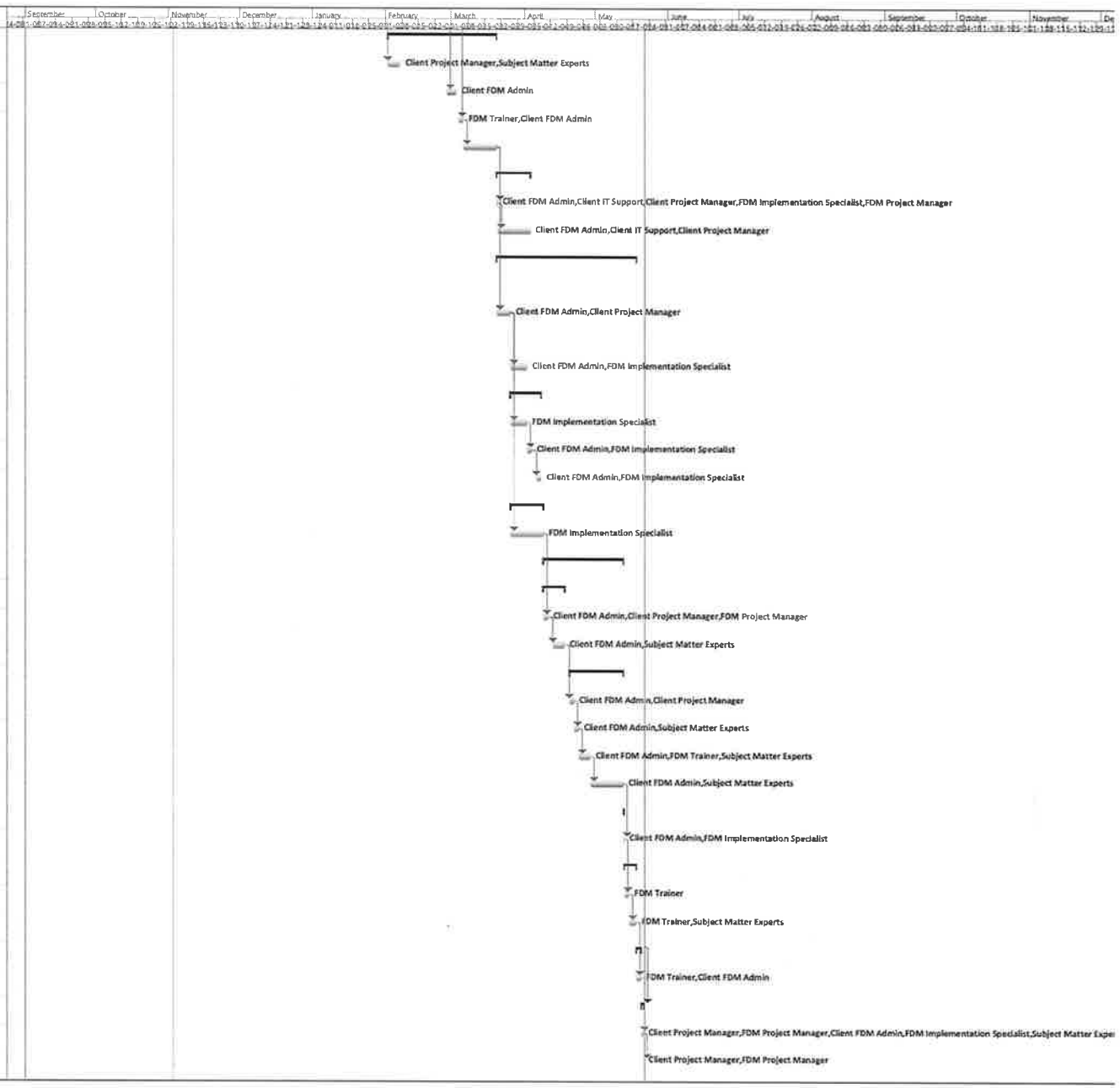

EXHIBIT E
PAYMENT PROVISIONS

PRICE SCHEDULE ONE				
Line	**RMS Software Licenses**	**50 Concurrent Users System**		**50 Concurrent Users System**
		One Time Licenses Fee		Annual Support and Maintenance
1	Property Module	Included		Included
2	Personnel Module	Included		Included
3	Incident (Fire) Module	$73,650.00		$14,730.00
4	Asset Management Module	$58,920.00		$11,784.00
5	Preventative Maintenance Module	$58,920.00		$11,784.00
6	**Total:**	**$191,490.00**		**$38,298.00**
	One Time Fee Implementation Services	**# Days/Licenses**	**Unit Price**	**Extended Price**
7	Training	12	$1,250.00	$15,000.00
8	Implementation Services	25	$1,250.00	$31,250.00
9	Database Pre-loading	10	$1,250.00	$12,500.00
10	Project Management	20	$1,250.00	$25,000.00
11	FDM Importer Training	1	$1,250.00	$1,250.00
12			**Total:**	**$85,000.00**
	One Time Fee New Features Development			**Total Price**
13	Add on to Asset Management Module			**12,500.00**

	Utilities	**One Time Fee (Unlimited Users)**	**(Unlimited Users)**
		Licenses Fees	Annual Support & Maintenance
14	FDMeBiz	Included	Include
15	FDM eConnect	Included	Include
16	dbUpdate	Included	Include
17	FDM Schema Tools	Included	Include
18	FDM Workflow Tools	$10,000.00	$2,000.(
19	FDM Report Builder	Included	Include
20	FDMSecurity Utility	Included	Include
21	FDM Importer (for data conversion)	$5,000.00	$1,000.(
22	**Total:**	**$15,000.00**	**$3,000.(**

	FDM Analytics (basic package for 1 named user and 4 document CALs)	Qty	**Extended Price One Time Fee**	**Annual Support and Maintenance Up To Unlimited Users**
23	Server license	1	$7,000.00	$1,400.(
24	Named user license	1	$1,300.00	$260.(
25	Document license ($300.00 Each)	4	$1,200.00	$240.(
26	INC dashboard	1	$2,000.00	$400.(
27	INS dashboard	1	$2,000.00	$400.(
28	TRN dashboard	1	$2,000.00	$400.(
29	Implementation services and training ($1,250.00 Each)	3	$3,750.00	$0.0
30		**Total:**	**$19,250.00**	**$3,100.(**

		One Time License Fee	**Annual Support and Maintenan**
31	Gold Key	**$50,000.00**	**$10,000.(**
32	**Travel Expenses (Billed as Incurred)**		**$15,000.00 NT**

	Year One Grand Total
Grand Total: (lines, 6, 12, 13, 22, 30, 31, 32)	**$442,638.00**

PRICE SCHEDULE TWO – OPTION ITEMS
Pricing is firm-fixed-price and not subject to escalation.
The County may purchase "option items" at the prices stipulated and at any time during the contract period of performance (base or option term)

ncludes: RMS Software, Utilities, FDM Analytical, Gold Key. Prices annotated are firm-fixed-price not subject to any escalation	**Annual Support & Maintenance 50 Concurrent User System**	**(Option) Add-on Price for 10 additional licenses**	**(Option) 100 Concurrent User System Annual Support & Maintenance**
	Annual Fee	**Annual Fee**	**Annual Fee**
ear 1 (This price is included in grand total annotated in price schedule one)	$54 ,398.00 (prorated upon go live)	$6,630.00	$83,776.00
ear 2	$55,485.96	$6,762.60	$85,451.52
ear3	$56,595.68	$6,897.85	$87,160.55
ear 4	$57,727.59	$7,035.81	$88,903.76
ear 5	$58,882.14	$7,176.53	$90,681.84
ear 6	$60,059.79	$7,320.06	$92,495.47
ear 7	$61,260.98	$7,466.46	$94,345.38
ear 8	$62,486.20	$7,615.79	$96,232.29
ear 9	$63,735.93	$7,768.10	$98,156.94
ear 10	$65,010.65	$7,923.46	$100,120.08

OPTION ITEMS The County may purchase the "options" at the prices stipulated and at any time luring the contract period of performance (base or option term).			**Add-on price for Groups of 10 additional licenses**	**Add-on price for Groups of 10 additional licenses**	**50 Concurrent Users System**	**50 Concurrent Users Add-on Fee**	**Upgrade from 50 to 100 Concurrent Users**	**Site License 100 Concurrent Users Add-on Fee**
	Qty/Days	Unit Price One Time Fee	Licenses One Time Fee	Annual Support & Maintenance	Licenses One Time Fee	Annual Support & Maintenance	Licenses One Time Fee	Annual Support & Maintenance
Add-on to Existing Licenses								
ncident (Fire) Module (*Optional Item)			$12,750.00	$2,550.00			$52,650.00	$25,260.00
Asset Management Module			$10,200.00	$2,040.00			$42,120.00	$20,208.00
Preventative Maintenance Module			$10,200.00	$2,040.00			$42,120.00	$20,208.00
Additional RMS Modules								
Mobile RMS (Unlimited Users)	40	$1,500.00			$60,000.00	$12,000.00		
GISA (Unlimited Users)	1	$15,500.00			$15,500.00	$3,100.00		
nspection Module			$10,200.00	$2,040.00	$58,920.00	$11,784.00	$42,120.00	$20,208.00
Permit Module			$2,550.00	$510.00	$14,730.00	$2,946.00	$10,530.00	$5,052.00
Training Module			$8,500.00	$1,700.00	$49,100.00	$9,820.00	$35,100.00	$16,840.00
Roster Module (Scheduling)			$12,750.00	$2,550.00	$73,650.00	$14,730.00	$52,650.00	$25,260.00
ncident EMS			$3,400.00	$680.00	$19,640.00	$3,928.00	$14,040.00	$6,736.00
mplementation Services for additional modules	25	$1,250.00			$31,250.00			
					Unlimited Users	**Unlimited Users**		
nterfaces					Licenses Fees One Time Fee	Annual Support & Maintenance		
CAD TO RMS Interface					$15,000.00	$3,000.00		
RVC\OSS to Staffing Interface					$25,000.00	$5,000.00		
DASIS Interface					$25,000.00	$5,000.00		
SANSIO Interface					$20,000.00	$4,000.00		
mplementation Services for interfaces	20	$1,250.00			$25,000.00			

PAYMENT PLAN

LICENSES and SERVICES	Billing Milestone	Payment Amoun
20% of the total project cost	Upon Contract Signing	$74,648.00
25% of the total project cost	County Acceptance of Phase One Module Testing	$93,310.00
25% of the total project cost	County Acceptance of Phase Two Module Testing	$93,310.00
30% of the total project cost payment to be made upon final acceptance by the County	Estimate end of March 2015	$111,972.00
Total		**$373,240.00**

TRAVEL EXPENSES	Billing Milestone	Payment Amoun
Estimated travel expenses	as incurred	$15,000.00
Total		**$15,000.00**

SUPPORT AND MAINTENANCE	Billing Milestone	Payment Amoun
Support Year 1 - 2015	2015 - Upon go live of the system (prorated)	$54,398.00
Support Year 2 - 2016	January 1 2016	$55,485.96
Support Year 3 - 2017	January 1 2017	$56,595.68
Support Year 4 - 2018	January 1 2018	$57,727.59
Support Year 5 - 2019	January 1 2019	$58,882.14
Support Year 6 - 2020	January 1 2020	$60,059.79
Support Year 7 - 2021	January 1 2021	$61,260.98
Support Year 8 - 2022	January 1 2022	$62,486.20
Support Year 9 - 2023	January 1 2023	$63,735.93
Support Year 10 - 2024	January 1 2024	$65,010.65
Total		**$595,642.92**

- Travel expenses shall only include reimbursable expenses for such items as coach airfare, ground transportation, lodging and meals. Expenses shall be billed for actual costs incurred. The County reserves the right to request and review all supporting documentation regarding reimbursements for Contractor travel related expenses. Travel expenses shall not exceed $15,000.00 (total) during the implementation period as stipulated in Exhibit D "Implementation Plan". Contractor shall comply with County's Reimbursement for General Travel and Other Actual and Necessary expenses, Policy D-1, dated February 26, 2013.

- Annual support and maintenance will be invoiced annually in advance.

Attachment I

HIPAA Business Associate Agreement
Between the County of Riverside and FDM Software

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of, Contract # FPARC-92004-001-09/15 (the "Underlying Agreement") between the County of Riverside ("County") and FDM Software ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a

manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. <u>Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI</u>.

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

a) The disclosure is required by law; or,

b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

ii. Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

1) Not to use or disclose PHI for fundraising , unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

1. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

2. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

3. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

4. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

5. Ensure compliance with the Security Rule by Contractor's workforce;

6. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

7. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

8. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

i) SYSTEM. The term "System" means the Fire Department Records Management software system to be designed, supplied, installed, configured, tested and commissioned by the Contractor and having the characteristics and specifications defined under the Underlying Agreement, including but not limited to all Software.

2. LICENSE OF SOFTWARE AND DOCUMENTATION

Grant of License and Right to Use

The Contractor retains exclusive title and ownership of all copies of the Software licensed under this Addendum and hereby grants to County and its affiliates a non-exclusive, non-transferable, royalty free, worldwide license in perpetuity to use the Software and the Documentation in accordance with the terms of this Addendum. All rights not specifically granted in this Addendum are reserved to the Contractor.

Permitted Uses

The County may use the Software and the Documentation solely for the purpose of operating a Fire Department Records Management system. The Software may be installed on any and all workstations owned or controlled by the County. Additional users may be added by purchase of additional licenses from the Contractor according to Exhibit E "Payment Provisions" of the Underlying Agreement. The County acknowledges that users who attempt to use the Software may not be able to log on successfully when the maximum number of Concurrent Users is exceeded. The County is authorized to make reasonable copies of the Software and of the Documentation for redundancy, archival internal backup purposes, testing, training and as required for the reasonable operation of the System.

Return of Software Upon Termination

Upon termination of the license granted herein, not including the data within the system, the County shall, within thirty (30) calendar days, return all physical versions of the Software for which licenses have been terminated with a certified statement by an authorized agent of the County stating the Contractor provided software was removed from the County server.

Prohibitions

The County shall not sell, rent, lease, sub-license, lend, time-share or transfer, in whole or in part, or provide unlicensed third parties access to the prior or present versions of the Software, any Upgrades, or to County's other rights under this Addendum. The County shall not reverse engineer, de-compile, or disassemble the Software. The County shall not alter or modify the Software unless authorized by this Addendum. The County shall not remove or obscure any of the copyright or trade-mark notices. The County may not provide copies of the Documentation that accompanies the Software to any third party. Except as provided in this Addendum, no right is granted for the use of Software directly by any third person.

Transfer

Should the County wish to transfer or install the Software to another user or location; the Contractor will provide a replacement copy, registered for the new user or location at the price stipulated in Exhibit E of the Underlying Agreement. Upon receipt of the replacement copy, the County agrees to destroy all working and backup copies of the Software at the original site. It is understood that the authorized user may utilize the Software on a temporary basis at other locations without any additional fees or registration procedures.

Attachment III

Support and Maintenance Agreement
Between the County of Riverside and FDM Software

This Support and Maintenance Agreement (the "Addendum") supplements, and is made part of, Contract # FPARC-92004-001-09/15(the "Underlying Agreement") between the County of Riverside ("County") and FDM Software ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS:

The Contractor has licensed to the County the use of certain modules of the Fire Department Records Management software system, and the County wishes to retain the Contractor to provide Support and Maintenance Services for this software system.

1. DEFINITIONS

In addition to the definitions set forth herein and Schedule A attached hereto, the following terms have the following meanings for the purposes of this Addendum :

a) BUSINESS DAY. The term "Business Day" means any day other than a Saturday, a Sunday, a statutory holiday in the Province of British Columbia, or a day on which the administrative offices of the County are closed.

b) CERTIFIED SUPPORT STAFF. The term "Certified Support Staff" means the County's staff that has undertaken the training prescribed for the implementation of the Software.

c) CLIENT SERVICES REPRESENTATIVE. The term "Client Services Representative" means a person employed by or contracted by the Contractor to work on behalf of the Contractor to provide support and implementation services to the County.

d) CURRENT RELEASE. The term "Current Release" means the latest version of the Software offered for general commercial distribution at a given point in time, including all Upgrades.

e) CUSTOMIZATIONS. The term "Customizations" means all newly-developed software relating to the Software created for a separate fee by the Contractor or its subcontractors for the County, including but not limited to all interfaces between different components of the System and between the System and other systems.

f) DATABASE. The term "Database" means the software application that is licensed to house the data.

g) DOCUMENTATION. The term "Documentation" means, without limitation, all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the System or any component thereof, and which are published or provided to the County by the Contractor or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

h) ENHANCEMENTS. The term "Enhancements" means modifications to the Software to change current functionality.

i) SUPPORT AND MAINTENANCE SERVICES. The term "Support and Maintenance Services" means the support and maintenance services to be provided by the Contractor as described in this Addendum.

j) SOFTWARE. The term "Software" is used interchangeably to mean all pre-existing software owned by the Contractor or provided to the County by the Contractor, as set forth in the Underlying Agreement, and all Upgrades, Customizations and Enhancements to the foregoing.

k) STATUTORY HOLIDAYS. The term "Statutory Holidays" means those days declared as provincial holidays in British Columbia. These are New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or as amended by Provincial or Federal Statute.

l) SYSTEM. The term "System" means the Fire Department Records Management software system to be designed, supplied, installed, configured, tested and commissioned by the Contractor and having the characteristics and specifications defined under the Underlying Agreement, including but not limited to all Software.

m) UPGRADES. The term "Upgrades" means program changes to the Software made to enhance the functionality of the Software and related Documentation delivered hereunder, most commonly given a new version number, that are made generally available to the Contractor's licensees. The term "Upgrades" does not include separate modules that are separately licensed and priced per Exhibit E in the Underlying Agreement.

2. SUPPORT AND MAINTENANCE SERVICES

During the term of this Addendum, the Contractor shall provide to the County Support and Maintenance Services for the Software, as defined below, in accordance with the terms of this Addendum and the response time described in Schedule A attached.

Definition of Support

Support means access to pre-defined Client Services Representative who may assist the County with:

- Information
- Access to website/FTP site
- Access to Documentation
- Assisting with changes to the database
- Assisting with reports building
- Troubleshooting errors
- Assisting with configuration and testing problems
- Assisting with problems related to queries, advanced queries, calculated columns
- Supporting the County with issues that may arise from database upgrades to latest Contractor release
- Access to 24/7/365 Support for System critical issues

Definition of Maintenance

Maintenance means the provision of fixing Software defects, Upgrades that are generally made available without additional charge to other users of the Software with similar support and maintenance agreements relating to the Software that the County is licensed to use.

Billable Support Services

The following support services are not included in Support and Maintenance and shall be billed by the Contractor at its then current rates:

- Creating reports
- Creating new tables and/or columns
- Creating calculated columns
- Creating interfaces between FDM and other data sources or CAD systems
- Creating scripts to fix issues that were not caused by FDM
- Database customization review
- Database clean up provided database corruption in not casused by Contractors software.
- Converting current database to another database software system
- Upgrading client databases to latest FDM release, either at the County's site or at the Contractor's location
- Additional training
- Travel expenses for on-site support or training are extra and billable as incurred for travel and training expenses not included in Exhibit E of the Underlying Agreement.

Hours of Support

The Contractor shall provide Support Services during the hours as described in Schedule A.

New Releases

The Contractor shall, from time-to-time issue new releases of the Software, and when it does, it will immediately provide to the County a copy of the release documentation, and updated user or system documentation. If any part of the County's custom code is not part of the general release delivered by the Contractor, then the Contractor will assist and provide guidance for integrating the custom code into the new release.

Exceptions

The Contractor is not responsible for maintaining unauthorized County modified portions of the Software, County data files or for maintaining portions of the Software affected by unauthorized County modified portions of the Software. The County agrees that the equipment on which the Software operates will be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the equipment or a properly qualified service organization. Corrections for difficulties or defects traceable to the County's errors or unauthorized changes, County's hardware, or conflicts with other software not identified by the Contractor as compatible or part of the recommended operating environment may be subject to additional fee(s) agreed to by both parties. The County will be responsible for properly testing and applying routine virus updates and security patches without the need for additional Contractor notification. The Contractor will be responsible for testing FDM Software Upgrades prior to making them available to the County. The County acknowledges responsibility for testing FDM Software Upgrades before applying them to the County's production systems. For servers running FDM Software, the County acknowledges responsibility for communicating with the Contractor prior to installation of non-FDM software service packs, implementation of new releases or versions of non-FDM software, or installation of new non-FDM software products. Except for emergency replacement of a failing server, the County acknowledges responsibility for communicating with the Contractor prior to replacing a server on which FDM Software is being used. For workstations running FDM Software, the County acknowledges responsibility to test new workstation configurations, software service packs, new releases or versions of software, and new software products prior to implementation.

The Contractor does not provide support for the County's Database software application.

3. COUNTY'S OBLIGATION

Access to Data and System

The County shall provide the Contractor with data dumps, as requested, access to the Software, and with sufficient test time on the County's computer system to duplicate the problem, to certify that the problem is with the Software, and to certify that the problem has been corrected.

The County shall install and maintain for the term of the Underlying Agreement, to include all Addenda, a reasonable and satisfactory method of direct computer access to the Software. Contractor shall use this access service in connection with error correction, Software updating and user support only, and only upon prior written notice to the County.

The County shall make reasonable efforts to upgrade the Software in its entirety to a release version that is not more than one (1) release version older than the most recent version of the Software, but will not exceed two (2) release versions older than the most recent version of the Software. Contractor is not obligated to provide Support Services for release versions that are more than two (2) release versions older. All upgrades provided by the Contractor shall maintain the minimum functionality stipulated in Exhibit A of the Underlying Agreement

The County, subject to and in accordance with the County's internal policies and guidelines, will upgrade the computer operating software, hardware and underlying database engines of the Software as necessary to meet the changing requirements of the Software as specified by the Contractor as part of a Current Release of the Software, or as the parties mutually agree. The parties agree that the Contractor is not obligated to ensure that its new release of the Software is compatible with outdated (namely, exceeding three (3) years from date of initial release) hardware, computer operating software or database engines. All upgrades provided by the Contractor shall maintain the minimum functionality stipulated in Exhibit A of the Underlying Agreement

SCHEDULE "A"

Contractor Hours of Support and Maintenance Service are as follows:

Regular Hours of Service (pacific time)	After Hours of Service (pacific time)
6:00am to 4:30 pm Monday to Friday	4:30 pm to 6:00 am Monday to Friday
	Saturdays & Sunday
	Statutory holidays in BC
Call received by: Contractor staff	Call received by: Answering Service

Incident/Request for Service Priority

All Support and Maintenance incidents/ requests for service will be prioritized on the following basis:

Priority A (High)	**Priority B (Medium)**	**Priority C (Low)**
Work Outage		
The Software System has failed and causes the users to be unable to work or perform some significant portion of their job. Examples could include such things as the system is down and cannot be restarted, File System Corruption.	Priority B issues are software faults where normal system operation is affected to some degree and a workaround is not available, but users are still able to complete most other tasks. Examples could include such things as a user cannot extract data using a report, calculated column is not functioning as expected.	Priority C issues are for software faults where a fault was detected, but normal operation is not affected. Priority C calls also include enhancement requests for potential modification to system software. Examples could include "how to" reset passwords, changing default colours, etc.
Response Time During Regular Hours of Service		
Within 30 minutes after receiving call from Client Administrator or designate.	Within three business days of Contractor's receipt of verbal, written or electronic notice from Client Administrator or designate. Contractor will work with the Client to come to a mutually agreed upon resolution date. .	For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.
Response Time During After Hours of Service		
Within 2 hours after receiving call from answering service	Not Available	Not Available

Incident/Request for Service Reporting Procedure

All problems, queries or requests for assistance must be made to the Contractor Client Service Department by phone at 800 986 9941 or by electronic mail at clientservices@fdmsoft.com .

When reporting an issue, be prepared to provide your name, phone number, workstations affected, where you can be reached, a description of the problem/service, and the impact of the problem.

Contractor will deal with problem/incident according to the priority assigned. In the case that a problem cannot be readily resolved, Contractor will attempt to identify a work around.

As soon as Contractor corrects an Issue, Contractor will notify the County that the Issue has been corrected by sending an electronic mail.

For all Priority A calls:

Contractor will provide an update to the County regarding the status of the problem incident along with the action plan and anticipated resolution time within 2 hours after responding to the call and every 2 hours thereafter until the system has been made operational or the issue is downgraded to a Priority B or Priority C call. Contractor will provide resolution to the problem if the hardware, operating system, network connectivity, SQL server software is functional and software and database backups are available. Contractor is not responsible for hardware, operating system, SQL server or network connectivity related problems.

Escalation Process

n) If problem incident remains unresolved within 6 hours after responding to the call the Manager of Support or their designate at Contractor will contact the County's Administrator to provide a verbal update and action plan.

o) If problem incident remains unresolved within 12 hours after responding to the call the President of Contractor will contact the Fire Chief or the Director of ITS of the County to provide a verbal update and action plan. This process will continue every 12 hours thereafter.

p) If the problem incident remains unresolved within 48 hours after responding to the call then Contractor agrees to provide an on-site staff resource until the problem is resolved or downgraded to a Priority B or Priority C call. All travel meal and lodging costs will be at the expense of Contractor. If the Priority A issue is the result of a condition that is in the County's control (hardware, OS / database software, network connectivity or unauthorized changes to the database) Contractor will be entitled for reimbursement of all expenses.

q) Upon resolution of the problem incident, a debriefing meeting will be held to discuss process for resolution, proposed improvements, and follow-up actions required.

Where temporary solutions are provided, Contractor shall provide a permanent fix within 30 calendar days or as mutually agreed but the application of the permanent fix will not exceed 6 months. The temporary solutions must resolve the original issue with before the work around is downgraded to a level B or C call.

For Priority B and Priority C calls:

Contractor shall provide, at the County's request, a report of call history and the status of any active Priority B and C calls including the anticipated resolution date, to include, the Contractors method of approach to resolve the situation.