

FORM APPROVED COUNTY COUNSEL  
 3/2/16  
 DATE  
 BY: JAMES E. BROWN

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

902



**FROM:** Emergency Management Department

**SUBMITTAL DATE:**  
 March 15, 2016

**SUBJECT:** Approve the Agreement with SwiftReach Networks, Inc. to provide Emergency Warning Notification System (EWNS) services, for the Emergency Management Department for three years [All Districts]; [\$225,000 Three Year Total] 100% FY14 Homeland Security Grant Program (HSGP) Federal Funds.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the service agreement with SwiftReach Networks, Inc for \$225,000 for three years with the option to renew for two additional years based upon availability of funding; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

**BACKGROUND:**

Summary  
 (Continued on Page 2)

*Kim Saruwatari*

Kim Saruwatari, Director  
 Emergency Management  
 Department

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 225,000	\$ 0	\$ 225,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 100% FY14 HSGP Federal Funds  
 Budget Adjustment: NO  
 For Fiscal Year: 15/16 – 18/19

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY: *Steven C. Horn*  
 Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: March 15, 2016  
 xc: EMD, Purchasing

Kezia Harper-Ihem  
 Clerk of the Board  
 By: *Kezia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: 11/24/14, 3.41 | District: All | Agenda Number:

**3-12**

PURCHASING & FLEET SERVICES:  
*Lisa Brandl*  
 Lisa Brandl, Director

Departmental Concurrence

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approve the Agreement with SwiftReach Networks, Inc to provide Emergency Warning  
Notification System (EWNS) services, for the Emergency Management Department for three years  
[All Districts]; [\$225,000 Three Year Total] 100% FY14 Homeland Security Grant Program (HSGP)  
Federal Funds.**

**DATE: March 15, 2016**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

Riverside County is the fourth largest county in the State of California, with a population approaching 2.5 million people (800,000 households). Riverside County shares borders with densely populated Los Angeles, Orange, San Diego, and San Bernardino Counties. It is located in the southeastern portion of the Governor's Office of Emergency Services (OES) Southern Region.

The County Emergency Management Department (EMD) is the lead agency in fulfilling the County's responsibility under the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the CA Government Code) and also serves as the Operational Area Coordinator for Riverside County under the Standardized Emergency Management System (CA Government Code 8605).

In 2007, the County established an Early Warning Notification System (EWNS) service for the purpose of sending voicemail alerts to citizens of Riverside County using a combination of 911 Emergency phone records and phone numbers registered by residents of the County on the County website.

In September of 2014 the County was awarded \$225,000 under FY14 Homeland Security Grant Funding in order to procure a next-generation EWNS system.

**Impact on Residents and Businesses**

Implementation of the new EWNS will significantly improve the County's ability to quickly notify the public of emergency incidents as necessary via voice messages, text, or email and in multiple foreign languages using translation software provided as part of the EWNS services.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Up to two annual service renewals following the initial three-year service commitment may be authorized based on availability of funding and evaluation of services. A reduction in services due to budget constraints or an increase in services due to service need and/or cooperative participation from other County entities will be considered when exercising these annual options. Each annual service commitment renewal will be subject to fixed pricing as stated in Exhibit B of the contract, ranging from \$15,000 (150,000 minutes) to \$195,000 (unlimited minutes).

**Contract History and Price Reasonableness**

On September 28, 2015, County Purchasing released Request for Proposal (RFP) # FPARC-252. The RFP was sent to twenty-five vendors and was advertised on the Purchasing website. Three responses were submitted in response to the RFP. The evaluation committee was composed of representatives from County EMD, Fire, Sheriff, Tribal, and Desert cities. The evaluation team reviewed and scored each proposal based on the bidders overall responsiveness to the County's functional system requirements, bidder's experience and ability, technical capability and project methodology, overall cost and best value, reference checks and financials. All three bidders conducted a presentation of their systems to Purchasing and the evaluation team. Each bidder was given the opportunity to present their Best and Final Offers (BAFO) and all 3 bidders presented BAFO's for the County's final evaluation.

The cost proposals ranged from \$75,000 annually to \$191,250 annually; Price range per message \$0.110 to \$0.255.

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select SwiftReach Networks, as the most responsive/responsible bidder for these services.



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

PR2016 -

03800

Tracking Number for  
Internal Use Only

311

<b>REQUESTED PURCHASE:</b>	<b>EARLY WARNING NOTIFICATION SYSTEM</b>
<b>DEPARTMENT/AGENCY:</b>	<b>EMERGENCY MANAGEMENT DEPARTMENT</b>
<b>CONTACT NAME/PHONE:</b>	<b>KIM SARUWATARI (951) 232-6230</b>
<b>PURCHASE REQUEST:</b>	<input type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	<p>Riverside County is the fourth largest county in the State of California, with a population approaching 2.5 million people (800,000 households). Riverside County shares borders with densely populated Los Angeles, Orange, San Diego, and San Bernardino Counties. It is located in the southeastern portion of the Governor's Office of Emergency Services (OES) Southern Region. The County Emergency Management Department (EMD) is the lead agency in fulfilling the County's responsibility under the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the CA Government Code) and also serves as the Operational Area Coordinator for Riverside County under the Standardized Emergency Management System (CA Government Code 8605).</p> <p>In 2007, the County established an Early Warning Notification System (EWNS) service for the purpose of sending voicemail alerts to citizens of Riverside County using a combination of 911 Emergency phone records and phone numbers registered by residents of the County on the County website. The current EWNS system is now 9 years old and does not offer the latest technological capabilities. Our current vendor did not bid on the RFP that was submitted for the new system.</p> <p>In September of 2014 the County was awarded \$225,000 under FY14 Homeland Security Grant Funding in order to procure a next-generation EWNS system. EMD worked with County purchasing to issue an RFP for a new EWNS system that included additional technological capabilities. An evaluation team was convened to evaluate the eligible vendors and Swiftreach was awarded the bid.</p>
<b>BUSINESS NEEDS ADDRESSED</b>	<p>Implementation of the new EWNS will significantly improve the County's ability to quickly notify the public of emergency incidents as necessary via voice messages, text, or email and in multiple foreign languages using translation software provided as part of the EWNS services.</p>
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

<b>BUSINESS CRITICALITY</b> <input type="checkbox"/> Run the business <input checked="" type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business		<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input type="checkbox"/> Support current operations <input type="checkbox"/> Reduce Expenses <input type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies																													
<b>BUSINESS RISKS</b>		Financial: This can help mitigate further damage or loss caused by the emergency  Operational: Lives can be lost without effective means of communicating emergency messaging.  Customer: Without this system residents are at greater risk of not receiving timely emergency information.																													
<b>ALTERNATIVE SOLUTIONS</b>		1. Keep existing system with limited abilities. 2. [Solution] 3. [Solution]																													
<b>TRANSACTION</b>		<input type="checkbox"/> Cash Purchase <input checked="" type="checkbox"/> Lease Purchase      Lease Years: <u>  3  </u>																													
<b>PURCHASE COSTS</b>  Hardware: \$  Software: \$  Labor: \$  <b>TOTAL COST: \$</b>  <b>Is this Budgeted?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>COST BENEFIT ANALYSIS</b> <table border="1"> <thead> <tr> <th></th> <th>ALTERNATIVE STATUS QUO</th> <th>ALTERNATIVE</th> <th>ALTERNATIVE</th> </tr> </thead> <tbody> <tr> <td>Current Annual Cost</td> <td>\$16,000 + usage</td> <td>\$75,000 includes 750,000 minutes</td> <td></td> </tr> <tr> <td>Ongoing Annual Cost</td> <td>\$16,000 + usage</td> <td>\$75,000 includes 750,000 minutes</td> <td></td> </tr> <tr> <td>Annual Cost Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Net Annual Savings</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Implementation Cost</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Project Payback Period? yrs</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost	\$16,000 + usage	\$75,000 includes 750,000 minutes		Ongoing Annual Cost	\$16,000 + usage	\$75,000 includes 750,000 minutes		Annual Cost Savings				Net Annual Savings				Project Implementation Cost				Project Payback Period? yrs			
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Department Head Signature: *Kim G. ...* Date: 03/01/2016

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Chief Information Officer Signature: *[Signature]* Date: 3/1/16

**RCIT explanation for non-recommended requests:**



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

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Internal Use Only

[Empty box for additional information]

**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: *[Signature]* Date: 3/3/12

**TSOC explanation for denied requests:**

[Empty box for TSOC explanation for denied requests]

**PROFESSIONAL SERVICE AGREEMENT**

for

**EARLY WARNING NOTIFICATION SYSTEM**

between

**COUNTY OF RIVERSIDE**

and

**SWIFTREACH NETWORKS, INC.**



FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* 3/2/16  
NEAL R. KIPNIS DATE

FORM APPROVED COUNTY COUNSEL  
BY: *James E. Brown* 3/4/16  
JAMES E. BROWN DATE

MAR 15 2016 3-12

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This Agreement, made and entered into this 15th day of March, 2016, by and between SWIFTREACH NETWORKS, INC., (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, at the prices stated in Exhibit B to the Agreement, and inclusive of the Federal Terms and Conditions stated in Exhibit C.

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 B. 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 continues in effect through February 28, 2019, 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.

2.2 The COUNTY reserves the right to renew this agreement on an annual basis beginning March 1, 2019 for up to two (2) additional one-year periods, up to February 28, 2021, subject to annual available funding.

**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 B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$225,000.00 for the total 3-year base contract period including all expenses. Annual fees for renewal periods after February 28, 2019 will be based on the availability of fiscal funding and selected by the County on an annual basis prior to the beginning of a performance period using the pricing structure in Exhibit B 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 B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the period of performance of this Agreement. All price decreases, or ratio of minutes per dollar charged (for example, if CONTRACTOR offers lower prices or a greater ratio of minutes per dollar to another governmental entity) will automatically be extended to the COUNTY.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within thirty (30) days from the expiration of a performance period, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made at the beginning of each performance period to CONTRACTOR. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Emergency Management Department

Attention: Kathleen Henderson

4210 Riverwalk Parkway, Suite 300, Riverside, CA 92505

- 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 EMARC-99029-001-03/21; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered annually (as applicable).

3.4 The COUNTY obligation for payment of this Agreement beyond the stated thirty-six (36) month base period is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered annually. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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/she 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.

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 and shall reimburse COUNTY, on a pro-rated basis, the lesser of either (a) un-used months of annual fee divided by 12 or (b) annual fee divided by total minutes less minutes used by County. CONTRACTOR shall remit reimbursement to COUNTY within thirty (30) days from date of termination of this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a 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 that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. 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 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/Employment Eligibility**

**9.1** 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.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations

including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**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,  
EMERGENCY MANAGEMENT DEPARTMENT  
ATTN: KATHLEEN HENDERSON  
4210 Riverwalk Parkway, Suite 300  
RIVERSIDE, CA 92505  
TEL: 951-955-4700

**CONTRACTOR**

SWIFTREACH NETWORKS, INC.  
14 INDUSTRIAL AVE., SUITE 4  
ATTN: JEFF ALWARD  
MAHWAH, NJ 07430  
TEL: 800-794-3891-8115

**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](http://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, action, claim or damage 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. 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 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 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**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. [DELETED]**

**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 County'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.

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. General**

**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.

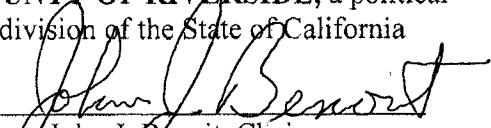
**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**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.

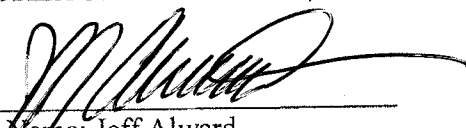
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed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

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
John J. Benoit, Chairman  
Board of Supervisors

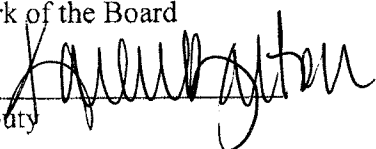
SWIFTREACH NETWORKS, INC.

By:   
Name: Jeff Alward  
Title: President, SwiftReach Networks, Inc.

Dated: MAR 15 2016

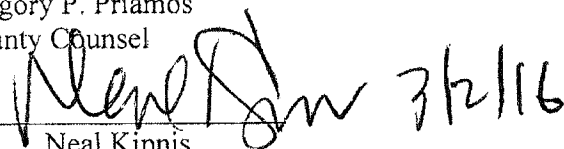
Dated: 3/2/2016

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:  3/2/16  
Neal Kipnis,  
Deputy County Counsel

FORM APPROVED COUNTY COUNSEL

BY:  3/4/16  
JAMES E. BROWN DATE

**EXHIBIT A  
SCOPE OF WORK  
EARLY WARNING NOTIFICATION SYSTEM (EWNS)**

**SCOPE OF SERVICES**

SwiftReach will provide the County with their "Swift 911" Emergency Alerting services (Swift 911) to serve as the County's Emergency Warning Notification System (EWNS), a Software as a Service (SaaS) system, accessible via the internet, without the need for any software or hardware residing on or within County controlled property (physical or virtual), with capabilities and features as described herein.

The EWNS will be capable of sending alerts and notifications with multiple methods of communication and in multiple languages to devices within the geographic boundaries of Riverside County (est. 2.5 million persons and 800,000 households), as well as to sub-regions of the County, including any of its individual twenty-eight (28) Cities, twenty-nine (29) unincorporated areas, or combinations and sub portions of any part of its jurisdictions.

In support of the successful implementation of the EWNS, the EWNS Contractor shall provide training and reporting to system administrators and authorized users, as well as a public-facing website for system opt-in sign-ups. The EWNS must have the minimum capability to dispatch up to a ninety (90) second voice message in multiple languages to at least two hundred fifty thousand (250,000) notifications within the first sixty (60) minutes of the broadcast being sent, and must support simultaneous message delivery to multiple types of destinations, including voice calls to landline and cellular phones, e-mail, short message service (SMS) and push notifications to mobile devices.

**1. SYSTEM REQUIREMENTS**

The EWNS shall support County and City access to the Federal Emergency Management Agency (FEMA) Integrated Public Alert Warning System (IPAWS) and all IPAWS functionality, including Wireless Emergency Alerting (WEA) using the Common Alerting Protocol (CAP). The EWNS shall support concurrent use by multiple representatives from different jurisdictions. The system shall have the ability to send multiple notifications at the same time to the same or different recipients. The System shall support concurrent use by multiple representatives from different jurisdictions. The EWNS shall be compliant with all parts of the Americans with Disabilities Act to the extent feasible with currently-available technology.

1. Requirements of the Unified Countywide EWNS include, but are not limited to, the following:

**A. General Functions**

(1) Contractor shall establish a Unified Riverside County and Cities' EWNS. System shall be capable of sending alerts and notifications in multiple languages to devices and addresses within:

(i) The geographic boundaries of any of the Riverside County's twenty-eight (28) cities, and/or subdivisions of the cities.

(ii) The Riverside County's approximately twenty-nine (29) unincorporated areas, and/or

(iii) The entire Riverside County boundary, including all cities and unincorporated

areas.

- (2) The system shall be designed specifically to facilitate mass notification distribution using SaaS model. The Contractor shall maintain all infrastructure aspects of the system, and separate installation of software and/or hardware shall not be required by the County or Cities.
- (3) Contractor shall provide documentation that their system meets the Minimum Standard for Emergency Telephone Notification Systems, Documents 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.
- (4) System shall allow authorized County users to access the system, create and store messages, and initiate a notification:
  - (i) On any computer using a standard browser (e.g. Internet Explorer, Chrome, Firefox, etc.) through a secure SSL website, and/or
  - (ii) Remotely through a mobile (phone or tablet) application (APP), and/or
  - (iii) Remotely through a phone call to a Contractor-run service center where customer service representative can assist an authorized user to prepare and issue alert(s) message(s).
- (5) The EWNS shall be capable of accepting and distributing Application Programming Interface (API)-provided messages of up to ninety (90) second audio duration in text or audio files, as well as SMS messages.
- (6) System upgrades and enhancements shall be managed by the Contractor and provided at no additional cost during the life of the contract.
- (7) The system shall have the ability to initiate and deliver notifications 24x7x365 with a 99.99% uptime.
- (8) The system shall be redundant, with no single points of failure within the Contractor's infrastructure.
  - (i) The system must have backup, fail-safe redundancy in the event that a regional earthquake, terrorism event, or other disaster should overwhelm or incapacitate the power, phone, or internet systems in Riverside County.
  - (ii) Contractor shall provide a copy of their risk aversion / recovery procedures
- (9) The Contractor shall sign a Standard Service Agreement (SSA) directly with the County. SSA between the County and Contractor shall include:
- (10) The system shall not have any limits to the number of system administrators or authorized users who may simultaneously access the system.



(11) The system shall comply with the Americans with Disabilities Act (ADA) to the extent feasible with currently-available technology. In particular, the system shall provide sign-up and messaging services to individuals who are deaf or have a speech disability which are functionally equivalent to the services available to individuals who are not deaf or do not have a speech disability.

(12) County authorized users shall not require Contractor intervention.

(13) System shall enable residents of the County to opt in or out of any custom notification programs the County or Cities would like to offer to their citizens via secured website.

**SWIFTREACH ADDITIONAL COMMENT:** *Swift911™ SaaS can be accessed (without vendor intervention) through an internet browser, a smartphone app, through a toll-free telephone menu or by contacting customer support. Multiple users in multiple jurisdictions can concurrently send alerts. Swift911™ is ADA compliant and exceeds the NENA document 56-003. An API interface is available to customers using WCTP (paging protocol), SMTP and/or HTTP POST. Other platform requirements for deeper integration using our API would involve developers. There are no limits on the number of users, administrators, messages or contact lists. SwiftReach is an FCC carrier-class network with 4X geographic diverse call centers.*

**1. B. IPAWS**

(1) The system shall support County and city access to the IPAWS and all IPAWS functionality, including WEA. Contractor shall have documented experience with the proposed system to communicate with the FEMA's IPAWS, including the WEA and using Common Alerting Protocol (CAP).

(2) The system shall be able to geographically target messages to individuals using county-based Specific Area Message Encoding (SAME) and Geographical Information System (GIS) mapping. The system shall include preset boundaries for:

- (i) The entire Riverside County Boundary, and
- (ii) Each Riverside County, City, and/or subdivisions; and
- (iii) Riverside County Unincorporated Areas.

**1. C. Communication Mechanisms**

(1) The system shall be capable of sending multiple notifications at the same time to the same or different recipients.

(2) The system shall have the ability to simultaneously deliver multiple message formats, through multiple communication channels, to multiple contact devices. This includes, at a minimum:

- (i) Voice messages to hard line phones, mobile phones and VoIP phones
- (ii) TTY/TDD messages to hard line phones with direct connection to teletypewriters (TTYs)
- (iii) SMS text messages to mobile phones and enabled devices
- (iv) Set TDD/TTY as a global default.

**SWIFTREACH ADDITIONAL COMMENT:** *Swift911™ is capable of sending multiple notifications via multiple mediums (voice, SMS/text, fax, email, social media, IPAWS) at the same time. Swift911™ uses true-SMS (dedicated short-code) for texting. TDD/TTY is a global default but can be customized per message or by specific recipient if desired. Custom TDD/TTY messages are also an option. Swift911™ gives the County the ability to have polling with voice calls, replies with text/SMS messages or emails. Swift911™ gives the County at least one inbound hotline that can be used as the caller-display or any phone number can be entered to best ensure the call is picked up.*

1. D. Groups

- (1) The system shall have the ability to support unlimited custom alerting groups. The system shall have the ability to structure these alerting groups hierarchically, with sub-groups “nesting” into larger groups.
- (2) The system shall have the ability to provide each defined group with one or more “Group Administrators,” with privileges to:

- (i) Add, change or delete individuals from the notification group
- (ii) Send messages to their group(s) and all sub-groups of their group(s)

**SWIFTREACH ADDITIONAL COMMENT:** *Swift911™ supports hierarchical relational data. The County has an unlimited ability to establish sub-groups/sub-lists. Administrators can add/edit/delete the individuals from the groups or send messages to the entire group or a sub-group thereof. The County will have the ability to allow the public to sign-up to any group via the internet or the free Swift911™ Public smartphone application.*

1. E. Public Sign-up and Data

- (1) Contractor shall host and manage one or more sign-up webpage(s) to allow public users to create their own message recipient accounts.
- (2) The sign-up webpage(s) shall be accessible via:  
<http://countyofriverside.us/Residents/Emergencies/EarlyWarningNotificationSystem.aspx>
- (3) Sign-up pages shall provide simple, online registration for community members.

(4) The sign-up webpages(s) shall allow public users to designate multiple contact devices, communication medium, and language options per household or per device to receive system messages.

(5) The sign-up webpage shall enable public users to designate geographic "locations of interest" within Riverside County.

(i) Public users shall define "locations of interest" by providing a physical address.

(ii) "Locations of interest" shall associate a public user's communication devices with point(s) on a GIS map. This GIS map shall be used by the message sender for preset or on-the-fly notification boundaries.

(6) The sign-up webpage shall enable public users to sign up for particular notification groups (groups will be defined during the implementation process) to receive event-specific, City-specific, or population-specific messages, for example:

(i) Public user checks box for the "Corona" group. Contact devices in his/her user profile will receive messages sent by City of Corona Group administrator.

(ii) Public user checks box for "High Winds" group. Contact devices in his/her user profile will receive High Winds Warning messages issued for Riverside County by the National Weather Service.

(7) Riverside County shall retain all data ownership rights.

(i) Within three (3) business days of the County's request, Contractor shall export system data to the County and/or provide data on a physical memory device if data is not readily accessible by a designated County user with existing reporting tools.

(ii) Upon termination of the contract (e.g. for convenience, end of contract term, or other) Contractor will provide a final copy of all system data on a physical memory device to the County and a formal written declaration that all related data has been permanently erased from the Contractor servers.

**SWIFTREACH ADDITIONAL COMMENT:** *A web-portal(s) will be embedded into specified web pages AND a free smartphone application is available for the public. Through either, the public can sign-up (or subscribe) to messaging lists. Users can enter multiple phone numbers, emails, physical addresses etc. and prioritize them for notification. Users can specify language preferences. Additionally, the smartphone application is location aware (an option) – the public with this app will receive messages based upon their current location (regardless of whether they are on another list). The data will entered is the property of the County and will be exported when requested and deleted at the termination of the contract.*

1. F. Messages and Notifications

- (1) The system must allow users to initiate sessions, activate saved messages and create new message from iOS and Android mobile devices, as well as Windows and Mac desktop computers from authorized system users.
- (2) The system shall allow users to create, save, and send voice and text messages in multiple languages.
- (3) The system shall allow users to record a voice message directly using a telephone and translate it into multiple languages.
- (4) The system shall allow users to enter a message in English-language text and have it converted to speech (i.e., "text-to-speech" conversion) for delivery to appropriate devices in multiple languages.
- (5) The system shall have the ability to send a voice message and text message in a single notification to all recipients for delivery to appropriate devices.
- (7) The system shall enable the message sender to select a subset of the available device types for delivery of a particular notification.
- (8) The system must support the ability for administrators to manually add, edit, and delete messages and recipients from the system without Contractor intervention.
- (9) For voice calls, the system shall distinguish between when a live recipient is reached and when voicemail or an answering machine is reached.
  - (i) If the recipient answers the phone, the system shall enable him or her to press a button and have the message repeated.
  - (ii) If the call goes to voicemail, the system shall have the ability to leave a message.
  - (iii) If the resident utilizes a caller blocking feature, the system shall override and display "RivCo Emergency Notification" (or something similar)
- (10) The system must be able to schedule a notification for a future date and time delivery.
- (11) The system must be able to restrict user access to send messages based on jurisdictional areas as established by the County system administrator.
- (12) The system shall provide an Alpha/Numeric Caller ID that will provide the agency name and number to the message recipient.
- (13) The system (shall/must) be capable of dynamic message throttling to control message volume during a large regional event when the phone system may be at high capacity.

**SWIFTREACH ADDITIONAL COMMENT:** *Messages can be recorded – translation services can only be accomplished through the Swift911™ application – not through a phone call only. If necessary, Customer Support could be called to send out the message in multiple languages if no computer is immediately available.*

1. G. Geographical Information System (GIS) Based Notification

- (1) The system shall be compatible with the latest versions of ESRI ArcGIS or approved equal. Please include other mapping capabilities you support.
- (2) The system shall be able to update quarterly (or better) to ArcGIS programming.
- (3) The system must be able to edit and save a geographic area for future notification.
- (4) The system shall be able to incorporate polygons from preexisting ESRI ArcGIS shapefiles (e.g. neighborhood boundaries). This capability shall enable the message sender to quickly select a predefined geographic area for message delivery.
- (5) The system shall enable the message sender to view or hide predefined map layers.
- (6) Interactive map functions shall include zoom in/out using zoom buttons and using movement north, south, east and west.
- (7) The system shall enable the message sender to search for a geographic area using GIS online maps using the following criteria:
  - (i) Address
  - (ii) Streets/cross streets
  - (iii) Latitude/longitude
  - (iv) Search criteria shall not be case-sensitive.
- (8) The system shall enable the message sender to define the geographic area for message delivery by creating:
  - (i) Address point and a radius around that address, and/or
  - (ii) Complex polygon shapes, with the ability to resize, modify, rotate, and drag-and-drop selection area shape after initial drawing or placement.
- (9) For GIS-based notifications not using WEA, the system must be able to exclude individual addresses.
- (10) Contractor shall be capable of refreshing Emergency 911 and Master Street Address Guide (E911/MSAG) data on a monthly basis.

- (11) Contractor shall be able to directly acquire publicly-available white page directory data.

**SWIFTREACH ADDITIONAL COMMENT:** *ESRI compatible shape files can be imported Swift911 mapping functionality includes the ability to draw freehand polygons, radius (in 1/10 of a mile increments), standard shapes and intersections. The amount of contacts can be viewed inside each map area. Areas for mapping can be located by address, intersection Lat/Long and National Grid for radius maps. White page data is available through SwiftReach. Exception: (9) through mapping, an address or series of addresses can be excluded or specific contact information can be excluded. Map layers may be edited.*

#### 1. H. Reporting

- (1) The system shall provide a real-time notification tracking dashboard, which message senders can monitor.
- (2) For each message sent, the dashboard shall display and update the message delivery status across each medium.
- (3) The system shall allow Administrators to produce reports for both individual notifications and overall system usage without assistance from the Contractor.
- (4) The system shall be able to provide on-screen reports for all notifications. The report must include:
- (i) Success percentage and actual number (and "success" definition) for each contract pathway type.
  - (ii) Failures by percentage and actual number (define a failure; network error, busy signal, etc.)
  - (iii) Number each type of contact (e.g. landline, cellular, text, etc.).
  - (iv) Notification start and stop time.
  - (v) Type of message or subject of message.
  - (vi) Size of the message.
  - (vii) Who initiated the message
  - (viii) For phone call: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
  - (ix) Provide message tracking and time stamp database of sent messages

**SWIFTREACH ADDITIONAL COMMENT:** Reporting dashboards are available on the Swift911™ program and the Swift911™ Mobile app. Detailed reporting is available without contractor intervention. Reporting (see attachment for further) is available in a detailed tabular format or in pie/bar charts for quick representations. Near real-time reporting also has the ability to pause or abort a messaging campaign as well as a "re-try" button to re-call all records that show that contact was not made. Reporting also includes responses for voice (1-9) or text/SMS (yes/no, list, numbers, all replies valid) when required.

## 1. I Security

- (1) The system co-location facilities shall be housed in physically secure locations.
- (2) The system shall utilize industry security standards to prevent inappropriate messages and maintain user data privacy. Standards include login/password authentication for message recipients and system users.
- (3) The system shall use industry best practices for data encryption when transmitting sensitive data over the Internet.
- (4) All personal and confidential data shall be encrypted in the database following industry standard best practices.

**SWIFTREACH ADDITIONAL COMMENT:** All SwiftReach equipment resides in a secure, telecommunication switching facilities, which require both card access and a member of the facility's staff to physically escort personnel into the site. All data is hosted by SwiftReach and secured behind firewalls. All system activity is logged in a series of audit tables. Audit logs contain username, timestamp and the transaction type as well as all transaction data where appropriate. All sensitive information is physically secure on SwiftReach's servers and uses 128-bit secure socket layer encryption. Users can be assigned a robust set of permissions and roles to limit access to sensitive information.

## 2. System Support Services

- (1) The Service Level Agreement shall address Riverside County dedicated resources.
- (2) The Service Level Agreement shall include:
  - (i) Metrics for response time and message delivery
  - (ii) Hours for live support staff (customer service shall be staffed with live support staff 24x7x365)

### 3. Project Plan

- (1) Contractor shall develop a proposed project plan for the System in accordance with a series of milestones and measures of success that delineate the responsibilities assigned to County and Contractor from Notice to Proceed through post Go-Live.
- (2) The proposed project plan for EWNS management and implementation services shall include:
  - (i) Assignment of designated project manager for the duration of system set-up;
  - (ii) Project schedule with County personnel resource hours if applicable;
  - (iii) Training coordination;
  - (iv) Problem-solving and troubleshooting;
  - (v) Project status reports;

### 4. Training

- a. Contractor shall train County and County authorized personnel at all levels to be able to use the system initially and ongoing throughout the life of the contract.
- b. Training shall be conducted on-site in Riverside County for two consecutive days and via Contractor provided web conferencing services as necessary.



**Scope of Services, Checklist of System Features / Functions**

Vendor: **SwiftReach Networks, Inc.**

**A. DATABASE REQUIREMENTS**

		<u>Additional Comments</u>
1. System is capable of sending alerts and notifications in multiple languages to multiple devices (cellular, telephone, VOIP, email, SMS, etc.) within the geographic boundaries of Riverside County.		Up to 44 languages for voice calls (mobile, land-line, VOIP), up to 44 languages for email and fax. Direct SMS translation is not available since all mobile carriers do not support. Pictures/documents can be attached or embedded in emails. There is no associated cost.
2. System is designed and managed with sufficient confidentiality, data security, data backups, and redundancy to ensure system is operational 99.9% of the time, particularly during natural (or otherwise) disasters when the system requirement is at its highest public need.		
3. Capable of maintaining a minimum of 3 million telephone numbers or records.		Unlimited
4. Database is scalable (able to expand with County growth)		Unlimited
5. Vendor must import data from Riverside County <ul style="list-style-type: none"> <li>The system must have compatibility with electronic format of the MSAG provided by Riverside County</li> </ul>		
6. MSAG to be updated quarterly(minimum)		
7. Ability for residents to self-register any phone number or email whether already in the MSAG system or not.		Via embedded web portal or through free Swift911™ smartphone app (iOS, Android, Windows)
8. County will have the ability to import vendor database with MSAG and public provided data on-demand in order to update the County's internal data files.		

9. Contractor Redundancy and back-up systems maintained and clearly defined.		
10. Back-up systems are located in 2 or more physically different locations.		Secured mirrored call centers are located in Chicago, Dallas, Miami and New York City.
11. Can communicate messages to and from the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS)		
12. System must be capable of automatically updating land-line phone numbers with new area codes in the event of an area code change?		

**B. CALL-OUT REQUIREMENTS**

		<u>Additional Comments</u>
1. The system shall be capable of transmitting any combination of designated types of numbers (e.g. home or cellular phone, audio message, text,) to provide information about emergency situations that have local impact as selected by the Riverside County (or other authorized) system administrator(s).		
2. The system is capable of delivering 250,000 – 90 second pre-recorded audio notifications within one hour.		If the local phone infrastructure can accommodate the concurrent ports necessary – then yes during most conditions.
3. The system shall be accessible for activation via any computer or smart-phone application (APP) by an authorized user with a secured log-in password.		Swift911™ Mobile is a free smartphone app available for Android, Apple and Windows smartphones/tablets. Creation of new maps or applying previously saved maps is included.
4. The system will buffer callouts, so not to over-load telephone or cellular networks.		SwiftReach's proprietary switching algorithm routes through at least 20 different carriers into the targeted area, eliminating congestion.
5. The County must have the ability to establish callout priorities when multiple events occur within the county.		The County will be able to pause any message sent out by another sub-jurisdiction under this contract.

<p>6. The system shall be able to perform a minimum of two redial attempts when receiving a busy signal.</p>		<p>Retry attempts can be 0-9 with an ability to change the interval (in minutes) between retries.</p>
<p>7. The system shall have the ability to recognize human voice vs. an answering machine and/or voice mail.</p>		<p>Answering machine detection is available</p>
<p>8. The system shall have the ability to wait until the answering machine or voice mail's outgoing message has ended prior to leaving the emergency notification message.</p>		
<p>9. The system shall have the ability to send multiple (2 or more) different messages to multiple activation areas simultaneously.</p>		
<p>10. System will accommodate multi-lingual needs. Please provide a clear description of the process involving the selection and utilization of this translation function.</p>		<p>Translation is available into up to 44 languages. The message can be entered and translations made. The translations can be recorded in the human voice or through a computer generated voice (text-to-speech). Residents can select language preference or it can be assigned</p>
<p>11. The system must be TDD/TTY compatible.</p>		<p>By default all messages are TDD/TYY compatible. Defaults can be over-ridden either with a message or through the contact list data.</p>
<p>12. The system must provide a user defined contact schedule. For example, if it doesn't obtain contact with a citizen on the first attempt, the County must have the ability to set specific parameters for how many times to retry the same number.</p>		<p>All messages can be run immediately or scheduled for a later time or series of dates. The County can choose the number of re-tries and the interval in between those re-tries.</p>
<p>13. The system shall have the ability to create and save different activation areas or zones that have been pre-identified through other planning efforts.</p>		<p>Individual or multiple mapping zones can be saved for later use. Additionally, the individual contact within that zone can be viewed.</p>
<p>14. The system shall have the ability to save message activation scenarios.</p>		<p>Swift911™ allows you to save complex, multiple, multi- mode, multi message (including CAP/IPAWS) and inbound hotline into a scenario for easy activation.</p>

<p>15. The system will be able to notify residents who utilize call ID functionality, who may not pickup if number is out of the area code or not recognizable as a local call.</p> <ul style="list-style-type: none"> <li>The system shall override call-blocking technology by displaying "RivCo Emergency Notification" (or something similar)</li> </ul>	<p>Riverside County will be assigned local area "hotline numbers" that can be re-named to your designation. These hotlines can repeat messages, translate, serve for FAQ's, or re-route calls. Alternatively the authorized user can choose any other valid number to appear on the caller ID.</p>
<p>16. Indicate call-out options that are available using this system (Web, phone, fax)</p>	<p>Internet connected: computer, tablet, smartphone app. Standard phone: menu-driven, text automation or call customer support.</p>

**C. ACCESSIBILITY REQUIREMENTS**

	<u>Additional Comments</u>
<p>1. System must be supported, operational and accessible 24x7x365. Support requirement includes the access to a point of contact for system support. Immediate notification from vendor of any system failure or temporary unavailability including the reason for unavailability and anticipated time of system being fully operational Voice &amp; email notification (County point of contact will be provided)</p>	
<p>2. Riverside County must have priority to access the system and initiate callouts.</p>	
<p>3. System Access must accommodate multiple users entering multiple alerts simultaneously.</p>	
<p>4. Must provide a web-based solution accessible from computers or smart phones.</p>	<p>Swift911™ program is mobile-friendly (tablet/smartphone). Swift911™ Mobile is a dedicated smartphone app for sending alerts/notifications</p>
<p>5. The System must be secured and encrypt the access as well as determine the hierarchy of the users.</p>	

<p>6. System must allow County to change/update message during an active call-out. Can pause or cancel an existing broadcast, change the message, and continue with the remaining call group or resend to the entire group.</p>		<p>Existing notification broadcasts can be paused, resumed or cancelled. Voice messages can be re-recorded and re-sent to the entire group.</p>
<p>7. System must be able to accommodate multiple call-out lists and/or groups, where each list or group can be called with different procedures under one call out activation. For example; Group A gets one message and Group B gets a different message and this can be accomplished via one broadcast.</p>		
<p>8. Access time to activate Response time from initiation of callouts to actual commencement of callouts</p>		<p>30 seconds</p>

**D. FUNCTIONAL REQUIREMENTS**

		<u>Additional Comments</u>
<p>1. The system shall utilize a "Search Box" where all search criteria including sort order can be selected by the user.</p>		
<p>2. The system shall have the ability to save the search result as an activation area.</p>		<p>The results of the search can be saved as a sub-list if desired.</p>

<p>3. The application shall be able to search by the following criteria:</p> <ul style="list-style-type: none"> <li>• Specific Address</li> <li>• Street Names (entire street must be displayed)</li> <li>• Street block range (Hundred block ranges)</li> <li>• Cross streets</li> <li>• Community</li> <li>• Various GIS coordinates, including Latitude and Longitude.</li> </ul>		<p>Contacts can be searched by: Name, phone, email, street, city, zip code or tag (unique and open field to each contact). Partial entries are accepted (no wildcards needed) and searches are not case-sensitive</p>
<p>4. System shall not be case sensitive (Lower and upper case entries shall generate the same results).</p>		<p>Only passwords are case sensitive.</p>
<p>5. If more than one record matches the search criteria the system shall give options for determining the correct record.</p>		<p>Individual records in the results can be modified as desired</p>
<p>6. The search results shall be returned in some sort order (e.g. street, name, street address, etc.). This sort of order shall be selected by the user in the Search Box.</p>		<p>The search results order can be reversed by clicking on the header at the top of results</p>
<p>7. When a search is completed the results shall be highlighted on the map. For example, if a street is queried the area nearest the address range entered shall be highlighted. This highlighting shall remain even if user scrolls or zooms in and out.</p>		<p>"Pins" are placed to highlight specific area or contact within a shape file (layer).</p>

<p>8. GEO-CODING The system must provide mapping technology to the County to identify notification recipients.</p> <ul style="list-style-type: none"> <li>The system shall have a graphic user interface (GUI) and provide a geographic map view of the County allowing the user to scroll up and down and zoom in and out.</li> </ul>		<p>Swift911™ uses Microsoft Bing maps – which can be scrolled by using a mouse or on-screen controls. The map can also be rotated at birds-eye view.</p> <p>SwiftReach does not have the in-house ability to compare County provided geocoded files and SwiftReach obtained geocoded files.</p>
<p>9. The system shall have the capability to define activation areas by automatically completing a polygon when points are selected on a map.</p>		
<p>10. List the file types that are utilized for the data transfer.</p> <ul style="list-style-type: none"> <li>The system shall have the ability to import pre-existing shape files from other applications to quickly select activation area.</li> </ul>		<p>*.csv files can be used to import contacts *.shp and *.shx files (ESRI-compatible) to import shape files</p>
<p>11. What options are available to obtain these mapping layers?</p>		<p>Layers can be imported as ESRI compatible shape files. Multiple shape files can be saved to one map</p>
<p>12. Must have the ability to pre-record outgoing messages and create impromptu messages</p>		
<p>13. If possible, the County would like for the system to interface with our emergency management software, “Web EOC”.</p>		<p>SwiftReach has a “Restfull API” that vendors can write into. If WebEOC can send an email (SMTP), Swift911™ can send alerts (voice, text/SMS, email) to specific contact lists.</p>

**E. ADMINISTRATIVE REQUIREMENTS**

	<u>Additional Comments</u>
1. Administrative access must be through a secure and encrypted environment.	All usernames/passwords are encrypted.
2. The County must have access to real-time reporting allowing staff the ability to view and evaluate the call-out process.	Both on the "desktop" and the smartphone app
3. The system will generate reports and logs identifying what numbers/areas have been called with a calculated success (contact) rate.	Detailed reports are immediately available in a spreadsheet and calls/minute and total results are immediately available as a bar and pie graph respectively.
<p>4. A report containing the following information shall be included as a standard report:</p> <ul style="list-style-type: none"> <li>• Activation Name</li> <li>• Date and Time of Activation</li> <li>• All addresses and their associated telephone numbers</li> <li>• If the number is published or un- published</li> <li>• User name and logon ID whom initiated the activation</li> <li>• Status of each record within the activation sequence utilizing the following: <ul style="list-style-type: none"> <li>✓ Busy</li> <li>✓ No Answer</li> <li>✓ Notification Confirmed by resident</li> <li>✓ Length of Call</li> <li>✓ Number of times message was repeated.</li> <li>✓ Numbers rejected, timed out, or incorrect data</li> </ul> </li> </ul>	*Please note listed/vs unlisted may show in contacts ONLY if data was provided by your State's ESL vendor.



<p>5. Need a historical report showing the calls made for the last (3) three years (when applicable)</p>		<p>By month/year in both bar graph and actual numbers for calls, minutes, emails, text/SMS and pages</p>
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<p>6. Transactional data must be accessible to determine the following information:</p> <ul style="list-style-type: none"> <li>- Who triggered the callout?</li> <li>- When did they trigger the callout?</li> <li>- Type of callout made?</li> </ul>		
<p>7. Need a function that allows pre-delivery preview of the message before a callout is sent.</p>		<p>There is a "test alert" button where the alert can be sent to one phone, one email, etc.</p>

**F. TRAINING REQUIREMENTS**

		<u>Additional Comments</u>
<p>1. Training is a critical phase to the successful implementation of the system. Training must be comprehensive and tailored to the needs of the County and should include:</p> <ul style="list-style-type: none"> <li>• Project organization chart</li> <li>• Implementation and Training methodology, including proposed training plan</li> <li>• Project Management Approach</li> <li>• Estimated timeframe and deliverables for each stage of the project. Gantt Chart should be included.</li> </ul>		
<p>2. Provides at least two (2) levels of training:  Administrators Users</p>		<p>Administrator training and user training are standard. Other levels can be offered by request.</p>

**ATTACHMENT A  
SCOPE OF WORK  
ADDITIONAL CLARIFICATION OF  
FEATURES, SERVICES, AND TRAINING TO BE PROVIDED BY SWIFTREACH**

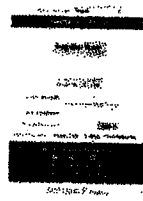
**1. CITIZEN / PUBLIC PORTAL**

**Public Portal**

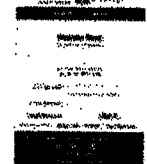
The SwiftReach portal for residents/visitors to sign up for the Riverside County EWNS will be embedded in the County's website (see examples below). Residents signing up through the website will be verified via email and residents signing up through the Swift911™ Public App will be verified by email, mobile or landline number. Riverside County, can, at no extra cost, add customizable questions (no limit) to the database for residents to answer through the website or the app. Graphics cannot be changed on the portal link or the public app without significant cost.



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**Registration**  
Name: [Text Field]  
Email: [Text Field]  
Phone: [Text Field]  
[Submit Button]



1. CITIZEN / PUBLIC PORTAL (CONTINUED)

**Swift911™ Public  
Smartphone Application  
& Web Portal**

**Registration/subscribers**

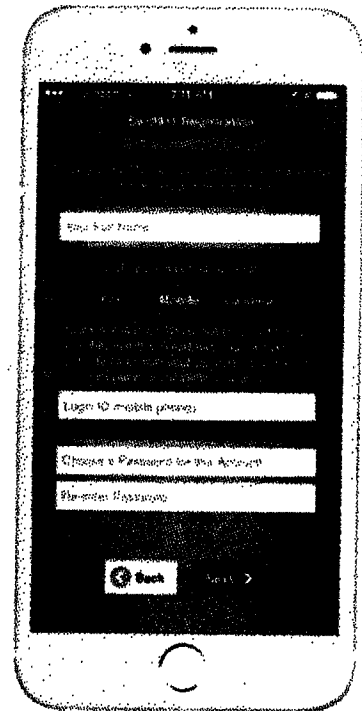
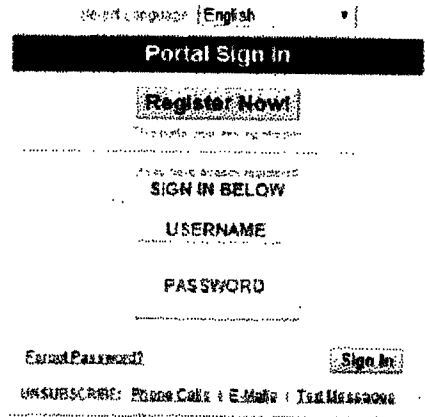
SwiftReach makes it easy for citizens/public to volunteer other contact information.

Public can register through a web-portal that is embedded in the customer's web page or through the Swift911™ smartphone app.

Both the web portal and the smartphone app have the same functionality. Both are free.

Benefits of registration include:

- Access to mobile numbers
- Access to email addresses
- Citizen can specify the order phone numbers will be called
- Citizen can change the default language for their contact
- Customer can give choices to citizens for what type of notifications/information they would like to receive
- Pictures can be uploaded



**1. CITIZEN / PUBLIC PORTAL (CONTINUED)**

**Subscriptions**

Contact Lists can be created (or modified) to:

- Allow residents to signup
- Permit non-residents to signup

Signups can require approval (or not)

Lists can even be hidden – where you give someone a code to sign up.

People can sign up by using the web portal, smartphone app or even just texting a code.

By default, lists are NOT exposed to the portal/web/app.

**Add New Contact List**

**List Name:**

**Description:**

Allow signup via home portal

Allow signup via visitor portal

Subscription requests require approval

Hide from portal subscription search

Associate with category

Edit After Saving

Sign Up | Maywood, Borough of Help

**MY ALERTS / SUBSCRIPTIONS**

**My Contact Information**

Add and edit contact information such as phone, address and more.

**My Household Members**

Manage household and family members associated with your account.

**Remove Me Completely**

Remove yourself and your contact information completely from the system.

**Recent Alerts (Past 48 hours)**

There are no recent alerts - you may wish to add subscriptions.

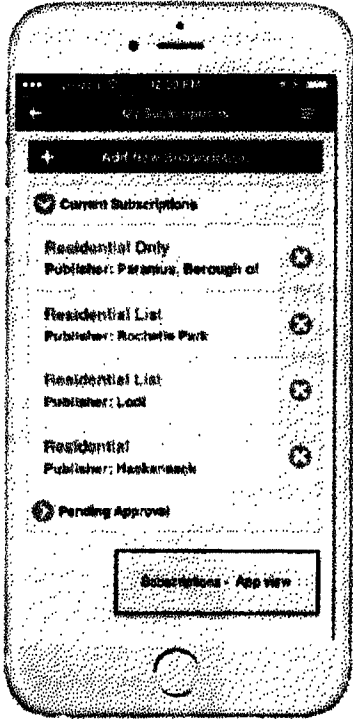
**Active Subscriptions** + add subscriptions

	Publisher	Subscription	Target Address
Delete	Paramus, Borough of	Residential Only	Primary Address
Delete	Rochelle Park	Residential List	Primary Address
Delete	Lodi	Residential List	Primary Address
Delete	Hackensack	Residential	Primary Address

**Subscription Requests Pending Approval**

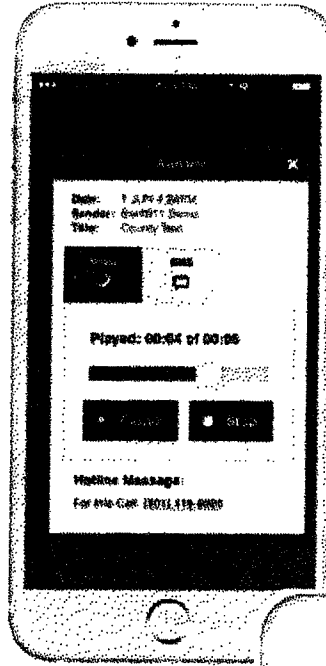
You have no subscription's pending approval

Individual's subscriptions from the web portal view



# 1. CITIZEN / PUBLIC PORTAL (CONTINUED)

## Swift911 Smartphone App



Swift911™ Public is a free smartphone application for residents that supports Push Notifications.

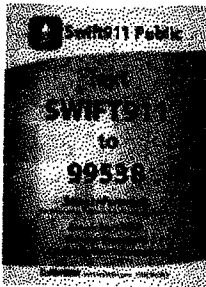
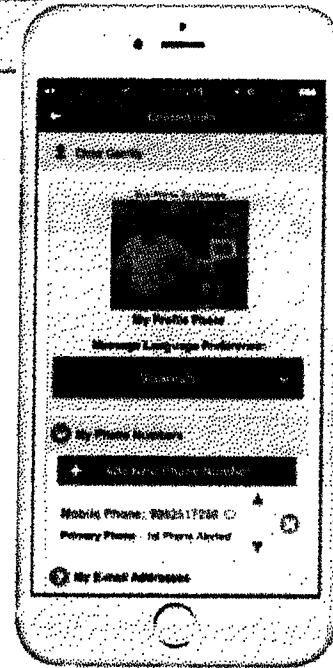
Users of this app get to:

- Replay/view past alerts
- Manage their contact information
- Add pictures
- Add/remove subscriptions
- Link family members
- Answer your custom questions (if published)
- Roaming users – using location aware GPS – app users receive alerts based upon their current location

Swift911™ Public is available for Android, Apple/iOS and Windows phones.

We've made it super easy to get – just text Swift911 to 99538 and it will go to your phone's store, explain the app and allow you to install it.

Customers receive free posters instructing residents (see below).



## 2. REPORTING OVERVIEW

Swift911™ provides both real-time progress reporting (with the ability to pause and/or cancel a notification campaign) AND detailed results upon conclusion.

### Real-Time Alert Progress

- View progress of an alert as it is happening

### Comprehensive Alert Summary

- Complete statistical information
- All options including message content

### Detailed Reports for each Alert Medium

- Complete detail on all message delivery
- See who got the alert message and who

**General Information**

Job Code: 348135    Alert Name: Snow 3.3.14    Total Duration: 1 Hours 45 Minutes  
 Launched by: [redacted] on 2/25/2014 10:02:03 AM and completed on 2/25/2014 12:00:00 PM    [Go to Alert]  
 Contact List: (201403) County Wide Telephone Numbers

---

**Voice Results** (Message: (1382208) LEAD ADVISORY: SNOOW 2.3.14)

Maximum Prime Lines Utilized: 8700    Total Mobile Minutes: 314264  
 Maximum Calls Per Minute: 991    All first call attempts were completed in: 21:02:00

**Call Stats**

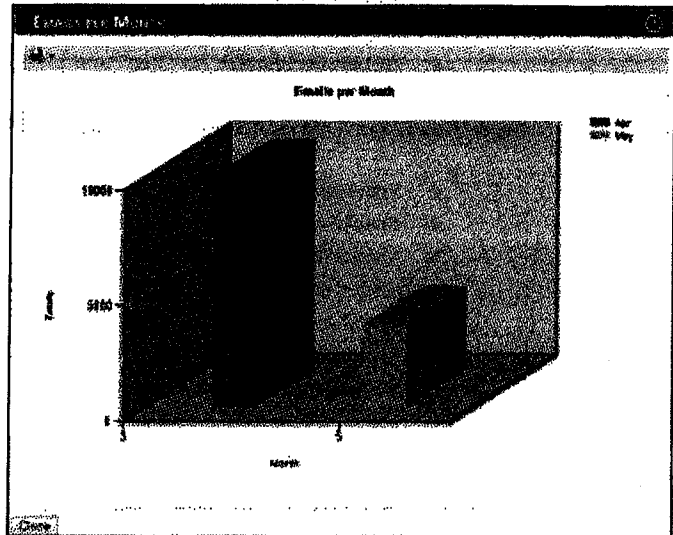
Answered: 20457	20457 contacts answered the call
Unanswered: 72827	0 contacts answered the call and typed a valid response (indicate)
Busy: 14267	15120 of contacts who answered the call listened to the entire message
Defer: 21384	20723 of the answered calls were answering machines
Completed: 65053	0 of the contacts answered in 60s
Total: 85937	0 of the contacts connected to the job

**Reports**

All Call Records    Answered Calls    Unanswered Calls    Busy    Messages Completed    Low Answered    Low Connected    All Other Calls

Call report extract example

Call Type	Time	Area	Code	Call	Call	Call	Call
Unanswered	10:02:03 AM	0000	0000	00	00	00	00
Unanswered	10:02:03 AM	0000	0000	00	00	00	00
Unanswered	10:02:03 AM	0000	0000	00	00	00	00
Unanswered	10:02:03 AM	0000	0000	00	00	00	00
Unanswered	10:02:03 AM	0000	0000	00	00	00	00



### 3. IMPLEMENTATION AND TRAINING

#### Implementation & Training Plan

This document outlines the SwiftReach recommended Implementation Plan for Riverside County. This Plan has been created based on information provided in this RFP and is customizable based on Riverside County's feedback upon award of this contract.

#### Pre-Implementation Conference – Average Meeting 30-90 Minutes

Pre-Implementation meeting with key stakeholders from Riverside County and SwiftReach.

In addition to what is already stated in this RFP, SwiftReach will determine any additional goals and objectives that Riverside County may have for implementing the Swift911 system. Example goals may include:

- Transfer all existing contact data to the Swift911 platform.
- Deliver phone calls to 300,000 people within 2 hours.
- Messages should be created in text-to-speech and/or live voice.
- Discussion of features and best practices that will assist Riverside County in attaining these goals.
- Establish a customer "Super User"/"Super Admin" who will be the primary account administrator.
- Determine the intended implementation date.
- Obtain certificates for "live" and testing COGs for IPAWS from FEMA and send to SwiftReach

#### Implementation – 4-8 hours (Performed by Swiftreach)

- Provision the Riverside County Swift911 Account.
- Create users and permissions determined by the Pre-Implementation Meeting
- Create Standard Lists (Residential and Commercial)
- Order contact data, determined in Pre-Implementation Meeting.
- Email each user with login URL, usernames, and passwords.
- Schedule administrative Orientation with Key Stakeholders.
- Provision IPAWS Certificates.

#### Administrative Orientation / Train the Trainer – 1-4 hours

- Orientation will entail guiding Super Users and Administrators through administrative tasks, including list and message management.

#### Standard User Training – Approx. 30 Minutes

- Pre-Implementation training of the "Super User" and backup "Super User".
- Live in-depth training to take place at a location chosen by Riverside County Government.
- Establish Riverside County Swift911 users and custom roles based on the needs of the County.
- Define specific requirements of the City with respect to managing contact lists, alerts, etc.
- Discussion and take-away documentation on Swift911 "best practices".

### 3. IMPLEMENTATION AND TRAINING (CONTINUED)

- In addition to what is already stated in this RFP, define any existing data that the County would like to transfer from its existing system into Swift911.
- Determine if SwiftReach Networks or Riverside County (or both) will provide the contact data.
- Determine inbound toll-free hotlines, conference bridges, and Caller-ID/Reverse SMS enabled local DID's.
- Establish a schedule for user training sessions.
- Provisioning of Riverside County's pre-production account.
- Application structure and features created.
- Obtain certificates for "live" and testing COGs for IPAWS
- Create user accounts and establish custom roles set by the "Super User".
- Creation of Web Portal link to be embedded into Riverside County's website.
- Create in-bound toll-free hotlines, conference bridges, and Caller-ID/Reverse SMS enabled local DID's.
- Import data into the customer's application database and create a default contact list.
- Import existing map shape files or create new boundary maps.

#### Pre-Production Meeting – 1-2 days

- Pre-Implementation user training based on the needs of Riverside County.
- Full testing of the application in a pre-production environment.
- Provide login credentials to all Riverside County users and ensure each one has access to Swift911.
- Discuss options for public registration – web portal/public smartphone app and initial messaging to generate registrations from public.

#### Ongoing / Post-Production

SwiftReach will provide 24 x 7 x 365 customer support to the City.

#### Training Plan

This plan outlines specific areas of training we recommend during the implementation process and ongoing learning through refresher courses.

#### Train the Trainer / Super-Users

Training can be effectively performed to a group of 10 participants. The T-T-T will provide detailed information on all alerting capabilities which are relevant to Riverside County, which may include;

- 2-way texting
- Customizable message options
- Web portal
- Translating to foreign languages
- Delivering voice, text and email messages simultaneously

T-T-T participants will receive an electronic version of the slide show, reference sheets on key strategies to successful notification and a 3 column format lesson plan. The T-T-T training is typically 2-4 hours in length.



### 3. IMPLEMENTATION AND TRAINING (CONTINUED)

#### User Training – Approx. 30 Minutes

User training sessions are typically performed with a group of up to 10 participants. Objectives will include familiarization with the Swift911™ platform, logging on, creating/managing data lists, creating/managing messages (voice, SMS, email, fax, paging, RSS, CAP and social media), mapping, key words and categories for alerting and reporting. Additionally, there will be a guided discussion on key strategies to successful notification. The participants will receive an electronic copy of the MS PowerPoint slide show.

#### Specialty Training – Typically 1-2 hours

Depending upon the customer's needs, specific training can be held on a variety of discrete functions within the Swift911™ platform. Importing layers, IPAWS messaging, message recording, telephone polling, hotline set-up/maintenance, call routing and conference calling (among others) can be set up to accommodate specific needs. Detailed, specific training can take up to one hour per topic. Participants will receive detailed documentation to refer to the specific task of training.

#### Unlimited Ongoing Training

SwiftReach hosts weekly training for existing or new staff.

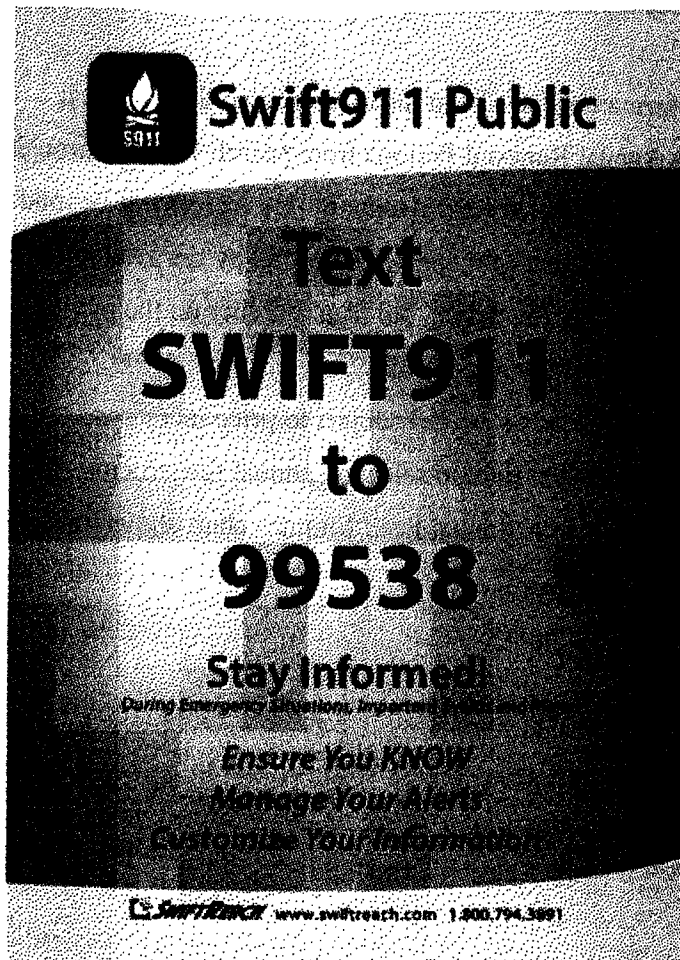
SwiftReach will provide a detailed plan with the following materials during implementation and training:

- Simple User Guide
- Operational Manual
- Notification Best Practices (Successful Strategies)
- Swift911 Screenshots
- Online tutorials and help

#### 4. PUBLIC OUTREACH MEDIA

##### Public Outreach Media

SwiftReach supplies all new customers with a welcome pack that, in addition to other information, provides examples of press releases, residential post cards and best practice information to maximize residents signing up to the County's EWNS service. Additionally, and upon request, posters and brochures regarding the Swift911™ Public App are available. New customers can receive six posters (of varying size) and 200 brochures at no cost. Additional posters/brochures are available – costs would be determined by the size of the jurisdiction and the size of the request. An example of the poster is below:



**EXHIBIT B**  
**PAYMENT PROVISIONS**

1. Period of Performance and Optional Annual Renewal Periods:

A. Base Period: Upon Fully Executed Contract MARCH 2016 – FEBRUARY 28, 2019

- i. COUNTY selects the Annual Fee structure of \$75,000, for each of the 3 base years, for a total of \$225,000 payable in total within 30 days of a fully executed contract Agreement.

2. Subsequent Annual Performance Periods (at the discretion of the County):

A. Up to two (2) Annual Renewal Periods from March 1, 2019 through February 28/29, 2021.

- i. The COUNTY obligation for payment of this Agreement beyond the base period of performance 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 February 28, 2019.
- ii. Annual Renewal Periods are not subject to price increases.
- iii. COUNTY reserves the right to select an annual fee structure based on the available funding from the SwiftReach Annual Fee / Minutes chart shown in Exhibit B, Section C.

3. Price Matrix

SWIFTREACH NETWORKS INC. 14 INDUSTRIAL AVE MAHWAH, NJ 07430 201-236-8625

Annual Contract Fees / Minutes

	Billing Increment Seconds	Cost Per Minute If Total Minutes Exceeded	
Voice Message	30/30		
Text to Text (SMS/SMPP)	60		
Email to Text (SMTP)	\$0.00 *		
Training (2 days onsite)	Included		
* email to text does not incur a charge			
Other			
Annual Fee	Total Minutes Provided	Voice Calls	Text to Text
\$15,000	150,000	0.08	0.08
\$25,000	250,000	0.08	0.08
\$50,000	500,000	0.08	0.08
\$75,000	750,000	0.08	0.08
\$100,000	1,000,000	0.08	0.08
\$125,000	1,250,000	0.08	0.08
\$150,000	1,500,000	0.08	0.08
\$195,000.00 (Includes Set up)	Unlimited	0	0

Please provide additional explanation if/as necessary including optional services/features.

Conference Bridge - Minutes deducted from minute bank if utilizing the minute bank

Optional Scrubbed Data (residential/commercial) \$17,000.00 per update

Geo-coding of the ESL Data in NENA 2.1 format to correct Format for Swiftreach Networks Included

Additional consideration #6 - no additional charges will be accessed by the county from other parties

Additional consideration #8 - no additional charges will be accessed by the county if the call back number is controlled by the county in their call center. If the County utilizes a Swiftreach Toll free number the minute will be deducted from the minutes provided and then charged accordingly

Additional consideration #9 - the only additional billable items would be the Optional Scrubbed Data and the Toll free hotline if utilized

**EXHIBIT C**  
**FEDERAL PROVISIONS**

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.  
§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]