

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



ITEM: 3.9
(ID # 14986)

MEETING DATE:
Tuesday, April 20, 2021

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve the Professional Services Agreement with Genasys Inc. for public alert and warning services for five years in the annual amount of \$230,000 with the option to renew for five additional one-year periods, All Districts. [Total cost \$1,150,000 - 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Genasys Inc. for Public Alert and Warning Services for an amount of \$1,150,000 for five years with the option to renew annually for five additional years for a total of ten years; and authorize the Chair of the Board to sign the Agreement on behalf of the County.
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 exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement.

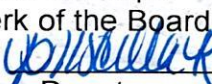
ACTION:


Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 4/8/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: April 20, 2021
xc: EMD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$230,000	\$ 230,000	\$1,150,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: Yes	
			For Fiscal Year: 20/21-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Emergency Management Department (EMD) is the lead agency in fulfilling the County's responsibility under the California Emergency Services Act (California Government Code section 8550 et seq.) and also serves as the Operational Area Coordinator for Riverside County under the Standardized Emergency Management System (California Government Code, § 8607).

In September of 2014, the County was awarded \$225,000 under the FY14 Homeland Security Grant in order to procure a next-generation Early Warning Notification System (EWNS) system. EMD worked with County Purchasing to issue an RFP and awarded a bid to SwiftReach Networks, Inc. for a three-year agreement with the option to renew for two additional years, approved by the Board of Supervisors on March 15, 2016 Item 3.12. That agreement expired on February 28, 2021, and the County issued a Request for Proposals - EMARC 029 on July 17, 2020, to secure a bid for a new system to replace it, of which Genasys Inc. was selected as the most responsive and responsible bidder for these services.

The County of Riverside, on behalf of its Emergency Management Department, sought to secure a new, unified, countywide mass notification system for public alert and warning for its residents. The system will run 24 hours a day, seven days a week, 365 days a year using a Software as a Service (SaaS) model. In Riverside County, public alert and warning is branded under the name of Alert RivCo – which includes the capability of sending emergency alerts and mass 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 cities, twenty-nine unincorporated areas, or combinations and sub-portions of any part of its jurisdictions.

The system shall support County and City access to the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS) and all IPAWS functionality, including Wireless Emergency Alerting (WEA).

Impact on Residents and Businesses

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

Riverside County residents will benefit from being able to create their own message recipient accounts on a sign-up webpage that will provide simple, online registration for community members. The sign-up webpage will enable public users to designate geographic "locations of interest" within Riverside County as well as particular notification groups to receive event-specific, city-specific, or population-specific messages.

Contract History and Price Reasonableness

The Purchasing Department, on behalf of EMD, issued a Request for Proposal (RFP) EMARC-029 for Public Alert and Warning Services. The RFP notification was viewed by 36 vendors and a total of 7 bids were received. The proposals were carefully reviewed by an evaluation team consisting of personnel from EMD, Riverside County and City entities. Each bid response was evaluated based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder approach to Project Implementation and previous successful projects, proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications.

One bidder was disqualified during the initial evaluation phase due to not meeting FEMA requirements. Four additional bidders were later disqualified due to low technical scores. The proposed best and final pricing from the remaining two qualified bidders ranged from \$1,292,686.99 to \$1,150,000.00 in Alert and Warning Consumption costs. Negotiations were initiated with the top two qualified bidders. After careful consideration, the evaluation team recommends awarding the contract to Genasys Inc., the lowest, responsive, and responsible bidder.

The request to perform Public Alert and Warning services was reviewed and approved by the Technology Standards Oversight Committee (TSOC) on March 9, 2021.

ATTACHMENTS:

ATTACHMENT A: Professional Services Agreement for Public Alert and Warning Services between County of Riverside and Genasys Inc.

ATTACHMENT B: TSOC Approval # PR2021-11175

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



Suzanna Hackley, Assistant Director of Purchasing and Fleet Service

4/9/2021



Cheryl Williams

4/13/2021



Gregory L. Priamos, Director County Counsel

4/12/2021



Jim Smith, Chief Information Officer

4/9/2021

PROFESSIONAL SERVICE AGREEMENT

for

Public Alert and Warning Services

between

COUNTY OF RIVERSIDE

and

GENASYS INC.



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This Agreement is by and between GENASYS 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, Payment Provisions.

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 that 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 continue in effect through June 30, 2026, unless terminated earlier, with the option to renew annually for five (5) additional years, for a total of ten (10) years. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable, multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred thirty thousand dollars (\$230,000) annually, including all expenses. 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 first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. No retroactive price adjustments will be considered. The net dollar amount of profit will not increase during the period of the Agreement. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY for any price increases. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index-All Items in Los Angeles-Riverside-Orange County, CA, all urban consumers, not seasonally adjusted, and be subject to satisfactory performance review by the COUNTY and approved for budget funding by the Board of Supervisors if required.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR annually, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Invoices shall be prepared in duplicate. For this Agreement the original and duplicate copies of invoices shall be sent to:

Emergency Management Department, (EMD)

450 E. Alessandro Blvd, Riverside, CA 92508

Attn: BFD Accounts Payable

Email: EMDFiscal@rivco.org

Phone: 951-358-7100

- 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-PSA-0002805-03/26; quantities; item descriptions; unit prices; extensions; sales/use tax, if applicable; and total dollar amount of the invoice.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, 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 Code 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, with no further force and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors, the COUNTY Purchasing Agent, and the COUNTY Purchasing Agent's designee are 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 that results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he or 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 thirty (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.

- (c) 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's servers.

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.

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 in, 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. 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 that 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. 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 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. §12101 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 fingerprint, voiceprint 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, EMD

450 E. Alessandro Blvd, Riverside, CA 92508

Attn: Reyshawn Bobo

Phone: 951-955-6908

CONTRACTOR

GENASYS INC.

16262 West Bernardo Drive, San Diego CA 92127

Attn: Paul Neyman

Email: pneyman@genasys.com

Phone: 408-687-5292

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 the Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, 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 the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its 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 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 one million dollars (\$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:

CONTRACTOR shall maintain 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 one million dollars (\$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 one million dollars (\$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. Cyber Liability:

Cyber Liability Insurance, with limits not less than two million dollars (\$2,000,000) per occurrence or claim, two million dollars (\$2,000,000) aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

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 AM 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 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 five hundred thousand dollars (\$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 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 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 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 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 as 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; 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 COUNTY's 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.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors

Dated: 04-20-2021

GENASYS INC.

By: Paul Neyman
Paul Neyman
Vice President of Sales

Dated: 04/07/2021

ATTEST:
Kecia Harper
Clerk of the Board

By: Melissa R. Cushman
Dated: 04-20-2021

APPROVED AS TO FORM:
Gregory P. Priamos,
County Counsel

By: Melissa R. Cushman
Melissa R. Cushman
Deputy County Counsel

EXHIBIT "A"

SCOPE OF SERVICES

1. System Requirements

The Alert RivCo system shall support permission-based sub-accounts (separation) for County, and cities within the County, access to The Integrated Public Alert & Warning System (IPAWS) and all IPAWS functionality, including Wireless Emergency Alerting (WEA) (support WEA 2.0 and future upgrades within 30 days of FEMA release) using the Common Alerting Protocol (CAP). The Alert RivCo 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 Alert RivCo shall be compliant with all parts of the Americans with Disabilities Act to the extent feasible with currently available technology.

1.1 CONTRACTOR will use enterprise model of deployment. County system will be designated as "HQ" with City and Region systems as sub-organizations with individual virtual environments.

1.1.1 Each suborganization is configured with its own set of administrators and operators (people publishing alerts), registered contacts, enabled and configured channels for publishing alerts.

1.1.2 Each sub-organization can exchange alerts with other systems within the enterprise setup.

1.1.3 The system will be fully extendable to include other systems when needed for seamless alert exchange.

1.2 Enterprise model assures concurrent use and at the same time clear accountability and separation of permissions.

1.2.1 County can run multiple alerts at the same time to different jurisdictions, including WEA and Emergency Alert System (EAS) (i.e., initial alert, follow-up updates, final "all green" status).

1.2.2 At the same time, city representatives can log into their own system to publish individual alerts to personal devices of their respective residents who signed up for the service.

1.2.3 Each city sub-organization will contain sign-ups from residents just for that city. CONTRACTOR will work with cities and County to socialize the Alert RivCo system and drive the sign-ups.

1.2.4 Each published alert and each action on the system are logged.

1.3 CONTRACTOR supports monitoring of national IPAWS feed.

1.3.1 Business rules can be set up in the system which will automatically trigger broadcasts to each region and city staff whenever County publishes an alert.

1.3.2 Rules can be set up to match any parameter of the IPAWS alert, i.e., each city could set up a rule to monitor a broadcast from the County about a wildfire alert and immediately launch a notification with confirmations to City staff or residents for complete coverage.

2. Functional Requirements

General Functional Requirements of the unified countywide Alert RivCo system include, but are not limited to, the following:

2.1 System shall be capable of sending alerts and notifications in multiple languages to devices and address within:

- 2.1.1. The geographic boundaries of any of the Riverside County's twenty-eight (28) cities, and/or subdivisions of the cities.
- 2.1.2. Riverside County's approximately twenty-nine (29) unincorporated areas.
- 2.1.3. The entire Riverside County boundary, including all cities and unincorporated areas.
- 2.2. The Alert RivCo contract shall include one unlimited messaging and voice option for all supported media selections. Messaging shall be unlimited for both system testing and for actual notifications, regardless of incident severity and/or message content.
- 2.3. The system shall be designed specifically to facilitate mass notification distribution using a Software as a Service (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.
- 2.4. The 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.
- 2.5. The system shall allow authorized users to initiate a notification:
 - 2.5.1. On any computer using a standard browser (e.g. Microsoft Edge, Chrome, Firefox, Safari, etc.) through a secure SSL website, and/or
 - 2.5.2. Remotely through a mobile (phone or tablet) application (APP) for both iOS and Android, and/or
 - 2.5.3. Remotely through a phone call to a contractor-run-service center where a customer service representative can assist an authorized user to prepare and issue alert(s) message(s).
- 2.6. The Emergency Telephone Notification System 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.
- 2.7. System upgrades and enhancements shall be managed by the CONTRACTOR and provided at no additional cost during the life of the agreement.
- 2.8. The system shall have the ability to initiate and deliver notifications 24x7x365 with a 99.999% uptime.
- 2.9. The system shall be redundant, with no single points of failure within the CONTRACTOR's infrastructure.
- 2.10. 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.
- 2.11. The system shall not have any limits to the number of system administrators or authorized users who may simultaneously access the system.
- 2.12. 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 have a hearing impairment or a speech disability, which are functionally equivalent to the services available to individuals who do not have a hearing impairment or speech disability.
- 2.13. System functionality for day-to-day County authorized users shall not require intervention from the CONTRACTOR.

3. IPAWS Requirements

- 3.1 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 Federal Emergency Management Agency's (FEMA) IPAWS, including the WEA and using Common Alerting Protocol (CAP).
- 3.2 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 (ESRI ArcGIS or support ESRI ArcGIS ShapeFiles). The mapping platform must be able to support USNG at 1000m as a searchable feature/base layer and have the ability to import and export shapefiles without modification.
- 3.3 The system shall include preset boundaries for:
 - 3.3.1 The entire Riverside County boundary; and
 - 3.3.2 Each city and/or subdivision; and
 - 3.3.3 Riverside County unincorporated areas.

4. Communication Mechanisms

- 4.1 The system shall be capable of sending multiple notifications at the same time to the same or different recipients.
- 4.2 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:
 - 4.2.1. Voice messages to hard-line phones, mobile phones and VoIP phones
 - 4.2.2. TTY/TDD messages to hard-line phones with direct connection to teletypewriters (TTYs)
 - 4.2.3. SMS text messages to mobile phones and enabled devices
 - 4.2.4. Social media providers (i.e., Twitter, Facebook, Whatsapp, Instagram) and support current character limits.

5. Groups

- 5.1 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.
- 5.2 The system shall have the ability to provide each defined group with one or more "Group Administrators," with privileges to:
 - 5.2.1 Add, change or delete individuals from the notification group
 - 5.2.2 Send messages to their group(s) and all sub-groups of their group(s)

6. Public Sign-up

- 6.1 Contractor shall host and manage one or more sign-up webpages to allow public users to create their own message recipient accounts.
- 6.2 The sign-up webpage(s) shall be accessible via:
<https://countyofriverside.us/Residents/Emergencies/AlertRivCo.aspx>
- 6.3 Sign-up pages shall provide simple, online registration for community members.
- 6.4 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.
- 6.5 The sign-up webpage shall enable public users to designate geographic "locations of interest" within Riverside County.
 - 6.5.1 Public users shall define "locations of interest" by providing a physical address.
 - 6.5.2 "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.

6.6 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:

- 6.6.1 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.
- 6.6.2 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. Messages and Notifications

- 7.1 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.
- 7.2 The system shall allow users to create, save, and send voice and text messages in multiple languages.
- 7.3 The system shall allow users to record a voice message directly using a telephone and translate it into multiple languages.
- 7.4 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.
- 7.5 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.
- 7.6 The system shall enable the message sender to select a subset of the available device types for delivery of a particular notification.
- 7.7 The system must support the ability for administrators to manually add, edit, and delete messages and recipients from the system without Contractor intervention.
- 7.8 For voice calls, the system shall distinguish between when a live recipient is reached and when voicemail or an answering machine is reached.
 - 7.8.1 If the recipient answers the phone, the system shall enable him or her to press a button and have the message repeated.
 - 7.8.2 If the call goes to voicemail, the system shall have the ability to leave a message.
 - 7.8.3 If the resident utilizes a caller blocking feature, the system shall override and display "Alert RivCo."
- 7.9 The system must be able to schedule a notification for a future date and time delivery.
- 7.10 The system must be able to restrict user access to send messages based on jurisdictional areas as established by the County system administrator.
- 7.11 The system shall provide an Alpha/Numeric Caller ID that will provide the agency name and number to the message recipient.
- 7.12 The system shall be capable of dynamic message throttling to control message volume during a large regional event when the phone system may be at high capacity.
- 7.13 The system shall include various features to further notify residents and visitors of Riverside County:
 - 7.13.1 Access and Functional Needs considerations
 - 7.13.2 Translation services (i.e., "press 2 for Spanish")
 - 7.13.3 Opt-in features
 - 7.13.4 Loudspeakers & public address systems
 - 7.13.5 Public sirens
 - 7.13.6 Integration with low-power local radio stations, electronic message boards and outdoor billboards
 - 7.13.7 Integration with Travelers' Information Stations (TIS)
 - 7.13.8 Integration with navigational apps (i.e., Google Maps, Waze)
 - 7.13.9 Website override
 - 7.13.10 Internet-based services and IP based browser alerts
 - 7.13.11 E-mail distribution

7.13.12 Video message storage

7.13.13 CONTRACTOR also supports integration with LRAD outdoor mass notification speakers; and other infrastructure such as fire panels in buildings, shot spotter systems, wildfire cameras.

8. Geographical Information System (GIS) based notification

8.1 The system must be compatible with the latest version of ESRI ArcGIS and shall be updated quarterly (or better) to ArcGIS programming.

8.2 The system must be able to edit and save a geographic area for future notification.

8.3 The system shall be able to incorporate polygons from preexisting ESRI ArcGIS shape files (e.g. neighborhood boundaries). This capability shall enable the message sender to quickly select a predefined geographic area for message delivery.

8.4 The system shall enable the message sender to view or hide predefined map layers.

8.5 Interactive map functions shall include zoom in/out using zoom buttons and using movement north, south, east and west.

8.6 The system shall enable the message sender to search for a geographic area using GIS online maps using the following criteria (non-case sensitive):

8.6.1 Address

8.6.2 Streets/cross streets

8.6.3 Latitude/longitude

8.7 The system shall enable the message sender to define the geographic area for message delivery by creating:

8.7.1 Address point and a radius around that address; and/or

8.7.2 Complex polygon shapes, with the ability to resize, modify, rotate, and drag-and-drop selection area shape after initial drawing or placement.

8.8 For GIS-based notifications not using WEA, the system must be able to exclude individual addresses.

8.9 Contractor must be capable of refreshing Emergency 911 and Master Street Address Guide (E911/MSAG) data on a quarterly basis

8.10 Contractor must be able to acquire publicly available white page directory data.

9. Customizable Reports with Automated Delivery Notifications

9.1 The system shall provide a real-time notification tracking dashboard which message senders can monitor.

9.2 For each message sent, the dashboard shall display and update the message delivery status across each medium.

9.3 The system shall allow Administrators to produce reports for both individual notifications and overall system usage without assistance from the Contractor.

9.4 The system shall be able to provide on-screen reports for all notifications. The report must include:

9.4.1 Success percentage and actual number (and "success" definition) for each contract pathway type.

9.4.2 Failures by percentage and actual number (define a failure; network error, busy signal, etc.).

9.4.3 Number each type of contact (e.g. landline, cellular, text, etc.).

9.4.4 Notification start and stop time.

9.4.5 Type of message or subject of message.

9.4.6 Size of the message.

9.4.7 Who initiated the message.

9.4.8 For phone call: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.

9.4.9 Provide message tracking and time stamp database of sent messages.

10. Security

- 10.1 The system co-location facilities shall be housed in physically secure locations.
- 10.2 The system shall be SOC 2 Type II certified by an independent 3rd party.
- 10.3 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 and options for multifactor authentication (especially for administrative accounts).
- 10.4 The system shall use industry best practices for data encryption when transmitting sensitive data over the Internet.
- 10.5 All personal and confidential data shall be encrypted in transit and at rest following industry standard best practices.

11. Data

Riverside County shall retain all data ownership rights. 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.

12. Project Plan

- 12.1 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 based on a sixty (60) calendar day schedule from Notice to Proceed through weeks after Go-Live.
- 12.2 The proposed project plan for Alert RivCo management and implementation services shall include:
 - 12.2.1 Assignment of designated project manager for the duration of system set-up.
 - 12.2.2 Project schedule with County personnel resource hours if applicable.
 - 12.2.3 Training coordination.
 - 12.2.4 Problem-solving and troubleshooting.
 - 12.2.5 Project status reports.
- 12.3 The contract milestones, at minimum, shall include:
 - 12.3.1 Software and data integration and, initial training and implementation is to be completed 45 days after contract award.

MS	Description	Owner	Timeline
0	Contract Award	Customer	TBD
Scope – Phone, SMS, Email			
1	Remote or On-Site Project Kick Off Meeting	Customer & Genasys	MS 0 + 1 Week
2	Operational System Configuration (scenarios, users, any other data)	Customer & Genasys	MS 1 + 10 Days
3	Migration of incumbent data	Customer & Genasys	MS2 + 10 Days
4	Integration and Testing with External Systems	Customer & Genasys	MS 2 + 5 Days
5	Core System Testing	Customer & Genasys	MS 3 + 3 Days
6	Training	Customer & Genasys	MS 4 + 1 Week
7	System Verification and Acceptance	Customer & Genasys	MS 5 + 5 Days

13. Training

13.1 Contractor shall train County and City personnel at all levels to be able to use the system initially and ongoing throughout the life of the agreement.

13.2 Training shall be offered on-site in Riverside County and include an option for continuing education in an online format, via the Contractor's customer portal.

13.3 See Technical Proposal, included herein by this reference, for details.

EXHIBIT B
PAYMENT PROVISIONS

- A. Year 1: CONTRACTOR will be paid in full for configuration, integration, testing, and training upon system verification and acceptance, according to the Project Plan, upon submission of a valid invoice as detailed in section 3.3.
- B. Years 2-5: Annual Fees will be paid in advance upon receipt of a valid invoice from CONTRACTOR.

C. Pricing

a. Contact Summary

County Households	800,000
County Residents	2,500,000

b. Items

Description	Amount	
Unlimited notification to constituents via SMS, phone, email, social media, RSS feed and IPAWS (WEA, EAS)	\$225,000	Annual Charge
Additional sub-organizations for 28 cities	\$0.00	Included
Annual voice and SMS cost	\$5,000	Annual Charge
Implementation and configuration	\$0.00	Included
Customer service costs	\$0.00	Included
Hosting service fee	\$0.00	Included
Transition costs	\$0.00	Included
Technical Support	\$0.00	Included
Training (Technical and Customer)	\$0.00	Included
Maintenance	\$0.00	Included
Marketing Program	\$0.00	Included
Year One Total	\$230,000	
Year Two Total	\$230,000	
Year Three Total	\$230,000	
Year Four Total	\$230,000	
Year Five Total	\$230,000	
Five Year Program Cost	\$1,150,000	

- D. Annual Extensions Years 6-10: Annual extensions will continue at the same rates unless adjusted for growth in the number of households or residents in the County of Riverside.



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

H11 Number:	PR2021-11175		
Requested Purchase:	RIVCO Alert		
Department/Agency:	Emergency Management		
Primary Contact/Phone:	Bruce Barton	Alternate Contact/Phone:	DAVID VILLEGAS/
Purchase Request Type:			
Describe Requested Purchase:	<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 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. The contract with Swiftreach is about to expire and we will need a new system to replace it.</p> <p>On July 17, 2020 the county issued a Request for Proposals (RFP) EMARC 029. An evaluation team was convened to evaluate the eligible vendors and Genasys was awarded the bid.</p>		
Terms:	<p>Is this a Multi Year Contract?: True</p> <p>Length of Contract: 5</p> <p>Start Date: 2/28/2021</p> <p>End Date: 2/8/2026 12:00:00 AM</p> <p>Special Tems and Conditions:</p>		
Business Needs Addressed:	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.		
Are there other county systems that provide the same functionality?	No		
Business Criticality:	Run the Business, Grow the Business, Transform the Business		
Business Impact:	Support Current Operations, Reduce Expenses, Improve Customer Service, Improve Operational Efficiencies		

Current Cost Itemization (Include all the year 1 cost)							
Item Description	Purchase Type	Vendor	Quantity	Unit Cost	Sub_Total	Item Tax	Total Cost
Total:							

Annual Costs				
Item Description	Payment Type	Terms (in Years)	Payment amount	Total Annual Payments
Emergency System	778340000	5.00	\$230,000.00	\$1,150,000.00
Total:				\$1,150,000.00

Grand Total: \$1,150,000.00

Accounting String
To be completed for pass-thru purchases that will be processed by RCIT Only



RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM

%Billed	Accounts (6 digits)	Dept.ID (6 -10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)
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Department Head or Authorized Designee Signature: Bruce Barton

Date: 2/8/2021 12:14 PM

RCIT Review (Standard purchases and renewals < \$25000) - Administrative Review Status

Recommended:

By:

Date:

Denial Explanation:

ACIO Review - ACIO Review Status

Recommended:

BY:

Date:

Denial Explanation:

CIO Review (Purchases and renewals >\$100K) CIO Review Status

Recommended:

Yes

By:

Jim Smith

Date:

2-8-21

Denial Explanation:

TSOC Review (Purchases and renewals >\$100K) TSOC Review Status

Recommended:

Yes

By:

Jim Smith

Date:

3-9-21

Denial Explanation: