

CONTRACT FOR INTERACTIVE VOICE RESPONSE AND INTERACTIVE WEB RESPONSE SOFTWARE LICENSING AND ASSOCIATED SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101 and SELECTRON TECHNOLOGIES, INC. (hereinafter the "Company") having its principal office located at 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223.

SECTION A – Contract Form

The subject matter of this Contract is to provide the Software license and services, which include project planning, data collection, application development, testing, integration, acceptance testing, installation, final acceptance, implementation, training, support and maintenance for Interactive Voice Response (IVR) and Interactive Web Response (IWR).

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) *"Acceptance or Accepted"* means written notification by the City to the Company that the Deliverables received in their current form are satisfactory to the City according to the terms of the Contract, or at the point the City begins using the Deliverables in a production environment.
- (b) *"Acceptance Testing Period"* means the sixty (60) days following completion of the installation and, if required, customization of the Software during which the City will formally test the Software to determine whether it performs according to the functional requirements.
- (c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (d) *"City"* means the employees, agents, consultants, or contractors of the City of Las Vegas, or Facilities Managers, and Persons who need to use the Licensed Product(s) in the performance of their duties for the City and who are authorized and enabled by an Affiliate to access and utilize the Licensed Product(s).
- (e) *"City Council"* means the governing body of the City of Las Vegas.
- (f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (g) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (h) *"Concurrent User"* means number of users allowed to simultaneously access a system.
- (i) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (j) *"Defect"* means (a) any bug error, contaminate, malfunction, omission or other defect in the Software caused by, arising from or emanating from the Software within reasonable control of the Company which produces results or actions other than those described in the Specifications and would otherwise render the Software in violation of the Contract; or (b) the media on which the Licensed Product(s) is delivered is damaged such that the software does not load properly, or (c) the Documentation contains gaps and/or erroneous information with regard to the Licensed Product(s).
- (k) *"Deliverable"* means any report, Software, hardware, data, Documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (l) *"Development Services"* means the professional services required to design and develop a software or integration solution for the City, and as specified in Exhibit B.

- (m) *"Disaster"* means an unplanned interruption (a) in the City's Processing Services or (b) in telecommunications to or from one or more of the City's facilities due to a cause beyond the control of the City and which at the time of occurrence can be reasonably projected to last over four hours.
- (n) *"Disaster Recovery Computer(s)"* means one or more computers which are not Licensed Computers and which the City has a right to use in the event of a Disaster.
- (o) *"Documentation"* means explanatory information or materials concerning the Licensed Product, in printed or electronic format, which the Company will provide to the City in connection with the use of the Licensed Product, including, without limitation, specifications, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, contained on visual media such as paper or photographic film, or on other physical storage media in machine-readable form.
- (p) *"Enterprise"* means the entire organization of the City and is inclusive of all systems and users. The City's Enterprise networking infrastructure involves a myriad of interfaces that integrate disparate computing and communications systems.
- (q) *"Escrow Agent"* means the person or company with whom the Escrow Materials will be deposited and maintained.
- (r) *"Escrow Materials"* means a current copy of the source code and all documentation for the Licensed Product(s) (including the deposit of each Update within thirty (30) days after release).
- (s) *"Firm-Fixed Price"* means a firm price that is not subject to any adjustment on the basis of the company's cost experience in performing the Scope of Work agreed to in the Contract.
- (t) *"Hardware"* means any central processing unit and/or the data processing equipment utilized by the City.
- (u) *"Intellectual Property Rights"* means trade secret, copyright, patent, and all other intellectual property rights of the Company.
- (v) *"License Fee(s)"* means the fee(s) charged by the Company to the City for the Licensed Product(s) and Documentation.
- (w) *"Licensed Computer(s)"* means one or more of the computers located at any facility of the City.
- (x) *"Licensed Product(s)"* means all computer programs or other electronically readable product, in machine readable, or object code, all documentation, all Software modifications, and all technical information provided to the City or created for the City pursuant to this Contract now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.
- (y) *"Licensed Site(s)"* means the City of Las Vegas, Nevada sites as designated by the City.
- (z) *"New Release(s)"* means an update of Licensed Product issued as a "New Release", which includes all Program Temporary Fixes (PTF), together with such other corrective updates and improvements to Licensed Product which the company may, in its discretion, develop and deem ready for distribution. A New Release is licensed to City's Licensed Site only under the same terms as the old release. A New Release will have a new number to the right of the decimal point in the product number. For example: a change of the product numbering from Version 2.2 to Version 2.3 would evidence a New Release.
- (aa) *"New Version(s)"* means Software with an enhanced feature or performance characteristic that is identified by the numeral(s) to the left of the first decimal point, with the newer version having the larger numeral.
- (bb) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (cc) *"Person(s)"* means one or more natural persons and/or legal entities.
- (dd) *"Processing Services"* means the data processing services necessary for the City to conduct its business in the ordinary course. These data processing services include but are not limited to allowing the City and third parties (a) to use the Licensed Product(s), (b) to have access to the Licensed Product(s), and/or (c) benefit from the Licensed Product(s).

- (ee) *"Program Temporary Fixes (PTF's)"* means a patch or corrective update of the Licensed Product which the company prepares on an interim basis to correct programming errors which prevent or obstruct normal operation of the Licensed Product in accordance with the applicable then-current Documentation. PTFs are licensed to City under the same terms as Licensed Product.
- (ff) *"Project Manager (PM)"* means the City representative who is responsible for the coordination of the Contract between the City and the Company.
- (gg) *"Proprietary Information"* means the Licensed Product and Documentation, any modifications, updates or enhancements, and the Company's written technical, business, financial or marketing information relating to inventions or products, research and development, production, manufacturing or engineering processes, costs, profit, or margin information, employee skills and salaries, finances, the City's marketing and production, know-how and data, whether written, oral or graphical, which may have been provided or may be provided by either party, (including any analysis, materials, product or conclusions drawn or derived there from) or which may be derived from or related to any visits by either party's personnel to the other party's locations or may be otherwise known to either party through its visits or contacts with the other party, and future business plans which are clearly marked as proprietary or confidential.
- (hh) *"Software"* means the programs, routines, and symbolic languages that control the functioning of the Hardware and direct its operation, including, without limitation, computer software programs, , object code, executable code, or other program or code format whatsoever, whether now known or hereafter developed, existing on any storage media whether machine executable or human readable, printed or imprinted form, including, without limitation, modifications, enhancements, translations, updates and upgrades thereto.
- (ii) *"Software Maintenance Fee"* means the cost of maintenance per user license.
- (jj) *"Source Code"* means a series of machine instructions in human readable form from which an object code may be generated.
- (kk) *"Source Code Escrow"* means an arrangement whereby certain content (including without limitation, the Source Code) is held in escrow by an escrow agent in accordance with certain provisions, including, without limitation, that such content shall be released to the City under the conditions set forth in the escrow agreement.
- (ll) *"Specifications"* means the information which fully describes the capacity and functionality of the Licensed Product(s) as set forth in the Documentation, written proposals, if any, and any additional specifications as set forth in the Licensed Product schedule.
- (mm) *"Support and Maintenance Program"* means the services addressing the repair and upkeep for continued optimum performance and functionality of the Software including, without limitation, the Company providing the City with all Updates, telephone support, and membership in the user groups for Licensed Products.
- (nn) *"Training Services"* means those services provided by the Company at no charge that consists of instruction on functionality, utilization and operation of the Software.
- (oo) *"Training Workbook"* means a workbook that provides a step-by-step guide to the material covered in training with picture examples of all screens and selection items.
- (pp) *"Travel Expenses"* means authorized expenses associated with activities and duties required to provide services, such as air fare and per diem.
- (qq) *"Updates"* means all updates, enhancements, modifications, alterations, improvements, corrections, revisions, releases, and program temporary fixes, to the core product, purchased modules, and interfaces created by the Company for the licensed product as outlined in the Support and Maintenance agreement.
- (rr) *"User"* means either (a) a natural Person, or (b) a computer application or process; either of which is authorized to access, use, and receive the benefit of the Licensed Product(s) pursuant to this Contract under the terms authorized in the Licensed Product(s) Schedule specified in Paragraph B-3 (Prices/Costs).
- (ss) *"Version"* means the distribution of the Licensed Product(s) by the Company such that ongoing changes made to such Product are designated usually in the form of Updates.

- (tt) "Virus(es)" means viruses, worms, Trojan horse, built-in, or use-driven destruction mechanisms and any injurious or damaging formulas, instructions or other materials.

B-2 Contract Type

The Contract type provides for the payment of a Firm-Fixed Price for Software and associated services. This is a Non-exclusive Contract.

B-3 Prices/Costs

- (a) The City will pay the Company the amounts listed below, with detailed provided in Exhibit A. The Company is not obligated to incur expenses and the City is not obligated to pay claims above these amounts, unless the Contract is modified upon mutual agreement by both parties.

Item No.	Description	Amount
SOFTWARE LICENSE(S) (AS FURTHER DESCRIBED IN EXHIBIT A):		
1	VoiceCourt (Interactive Voice Response solution)	\$137,700
2	WebCourt (Interactive Web Response solution)	\$67,000
3	VoicePermits (Interactive Voice Response solution)	\$145,400
4	WebPermits (Interactive Web Response solution)	\$24,950
5	System Wide (Enterprise) Functionality	\$84,000
	Total	\$459,040
ADDITIONAL MODULES AND SERVICES (PRICING FOR ITEMS THAT MAY BE PURCHASED LATER)		
6	Annual Support & Maintenance	\$71,855
7	ProMonitor Services (Pro Active Monitoring of IVR environment)	\$3,000
8	Optional – Correction Codes	\$3,000
9	Optional – Who's My Inspector Notification	\$5,000
10	Optional – Same Day Scheduling – Add. Fees (Custom)	\$5,250
11	Optional – Desktop Delivery Engine	\$12,500
	Optional – Licensing Tier 2 (15 Users)	\$7,500

- (b) ANNUAL SOFTWARE SUPPORT AND MAINTENANCE PROGRAM (as detailed in Exhibit B):

The Company shall provide the Support and Maintenance Program at no charge to the City during the 12-month warranty period, which begins upon completion of the acceptance test and training period for each licensed Product licensed hereunder.

Following the Warranty period, the City will pay the Company an annual amount for the annual Software Support and Maintenance program (Exhibit B) for the licenses purchased in this Contract, as long as the City Project Manager deems necessary. This fee will be invoiced annually, approximately 45 days prior to the due date, beginning one year after the completion of the Acceptance.

Any escalation of fees, not including fees which reflect additional functionality agreed to and purchased by the City, must be requested in writing by the Company 60 days prior to the date the annual fees are due. Any escalation of said fees to be no more than 3% per year.

This fee includes only those services identified in Exhibit B.

- (c) **ADDITIONAL SOFTWARE LICENSES SUPPORT AND MAINTENANCE PROGRAM:** The Software Support and Maintenance Program for additional Software licenses that are purchased after the Acceptance Testing Period date will be paid on the date the annual Software Support and Maintenance Program is due for the original purchase.
- (i) The first annual payment for the additional Software Support and Maintenance Program will be prorated based on the number of days during the term that preceded the licensing of the additional Software.
- (d) The City will be invoiced, as per Paragraph B-5 (Invoices), upon commencement of the Contract for the Software license(s) and upon Company completion of the Tasks listed above.
- (e) **TRAVEL EXPENSES:** All Travel Expenses and associated expenses for the on-site installation and training work included for the services in this Agreement are included in the Contract price. If travel is requested by the City, or required in performance of additional services authorized under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, parking, and incidental expenses, will be paid at a per diem rate of \$180.00 per day. This per diem rate will start concurrently with the first day of work performed on-site at the City and end with the last day of scheduled on-site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. The Company shall coordinate all travel in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures. If changes are required by the City to agreed-upon and confirmed travel plans, the City is responsible for any and all associated change fees or price changes incurred as a result of said change.

B-4 Performance Period

This Contract commences from Award Date through project completion as represented on the approved Work Plan. The Performance Period may be extended through mutual agreement by both parties only once substantial progress has been made. The Support and Maintenance Program provisions of this Contract remain in effect for 24 hours per day, 7 days per week until the City terminates such services through written notification. Should the City later elect to reinstate the Support and Maintenance Program, the City may do so by paying the Company's then current reinstatement fees in effect at the time of the reinstatement. In no event will Support and Maintenance Program be a condition of any license granted hereunder and the availability of Support and Maintenance Program on each Licensed Product licensed hereunder shall be independent of the same services for any other Licensed Product.

B-5 Invoices

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs). All invoices should identify the following items:
- (i) the date of the invoice;
 - (ii) the Contract Item against which charges are made;
 - (iii) performance dates covered,
 - (iv) the associated purchase order number.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

- (c) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

- (d) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 "Project Manager/Company Representative".

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the:

- (a) IVR/IWR Software License(s), as specified in Licensed Product Schedule, in Attachment 2; and

The associated services, as specified in attached Attachment 3 "Associated Services by Task" and; Attachment 1 "Statement of Work"

- (b) The Support and Maintenance Program, as specified in attached Attachment 4 "Support and Maintenance Program".

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

- (a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service;
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Selectron Technologies, Inc.
 President, CEO
 7405 SW Tech Center Drive, Suite 140
 Portland, Oregon 97223
 Fax: (503) 443-2052

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over \$10,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Elizabeth Mielke as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of the Contract.

- (b) The Company designates Dan Porter as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract. The Company conducting business with the City must have a City of Las Vegas Business License.

D-4 Representations and Warranties

- (a) *General Warranty.* The Company covenants, represents and warrants:
 - (i) that it has the authority to enter into this Contract and that it is not bound by any agreement, obligation or restriction, and will not assume any obligation or restriction or enter into any agreement, which would interfere with its obligations hereunder or the rights granted to the City hereunder;
 - (ii) that there are no rights outstanding which would diminish, encumber or impair the enjoyment or exercise of the rights granted to the City hereunder;
 - (iii) that each Licensed Product (including Updates made after the Award Date) shall operate in accordance with the Specification(s) published by the Company;
 - (iv) that the Company owns the Licensed Product(s) (including, but not limited to, all Intellectual Property Rights therein) or has the rights there under necessary to grant the City the rights intended to be granted hereunder;
 - (v) that there are no pending actions or proceedings in law or equity and no claims asserted in arbitration, in any other tribunal or otherwise that the Company believes will affect any right, title or interest granted to the City hereunder and that the Company is not aware of any unasserted claims of any third party affecting the same;
 - (vi) that the Licensed Product(s) does not infringe or otherwise violate any Intellectual Property Right or other right of any third party; and
 - (vii) that in developing and licensing the Updates and providing the Support and Maintenance Program and virus services, the Company will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party.
- (b) *Operate According to Documentation.* The Company warrants and represents to the City that the Licensed Product(s) shall operate in accordance with the Documentation for the Performance Period, as specified in Paragraph B-4, and for all periods that the City is current with Support and Maintenance Program for all Licensed Sites which implement the Licensed Product.
- (c) *Workmanship.* The Company represents and warrants all services performed under this Contract will be performed in a good and workmanlike manner.
- (d) *Financial Capability.* The Company represents and warrants that it is financially capable of fulfilling all requirements of this Contract. The Company further represents and warrants that there are no legal proceedings against it that are likely to threaten performance of this contract, and that the Company is a validly organized entity with the ability to enter into the contract. Further, the Company is not aware, after diligent inquiry, of any prohibition contained in any Company loan, contract, financing arrangement, etc. from entering into this Contract.
- (e) *Infringement.* In addition to the obligations in this entire Paragraph D-4, in the event that the Licensed Product(s) or any part thereof become subject of any claim that their use infringes, misappropriates or otherwise violates an Intellectual Property Right or other right of any third party, the Company at its expense will either:
 - (i) comply with the Agreement
 - (ii) return the price paid for the module or component of noncompliant Software
 - (iii) replacement of the non-compliant software.
 - (iv) modify the Licensed Product(s) so that they do not infringe any third party's claimed rights, provided that such modification does not prevent the Licensed Product(s) from performing its present and intended function.

The foregoing warranty is void if failure of the Software results from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

- (f) *Virus Free.* The Company covenants, agrees represents and warrants, to the best of its information, knowledge and belief, that when shipped to the City, the Licensed Product(s) and any Updates will be free of Viruses, and that it will test each element of the Updates prior to delivery to the City to endure to the best of its information, knowledge and belief that it is free of any Viruses. In the event the City notifies the Company that they have been informed of or have reason to believe that a Licensed Product has been affected by a Virus, the Company will promptly assist them in remedying the situation and will work continuously with them until the remedy is effectuated (The foregoing is referred to as "Virus Services").
- (g) *Illicit (Harmful) Code.* The Company represents and warrants that the Licensed Product(s):
- (i) contains no hidden files;
 - (ii) does not replicate, transmit, or activate other City computer systems beyond the Licensed Product, without control of a person operating computing equipment on which it resides;
 - (iii) does not alter, damage, or erase any data or computer programs of other City computer systems beyond the Licensed Product, without control of a person operating the computing equipment on which it resides; and
 - (iv) does not contain programs, subroutines, code, instructions, data, key, node lock, time-out, "back door", "trap door", "booby trap", "drop dead device", "data scrambling device", "worms", "date bombs", "time bombs" or other function, whether implemented by electronic, mechanical or other means, which is intended to cause the Licensed Product(s) to cease operating, or to damage, interrupt, interfere with, restrict use or access to any Licensed Product(s) under this Contract or any other software or data on such system or any other system with which it is capable of communicating or otherwise permit the unauthorized access to the City's systems or data (hereinafter "Illicit Code").

For the avoidance of doubt, the provisions of this paragraph, shall apply to each delivery of the Licensed Product(s), in whole or in part, to the City including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Licensed Product. Provided and to the extent any Licensed Product has any of the foregoing attributes that were intentionally written into the Licensed Product(s), and notwithstanding anything elsewhere in this Contract to the contrary, the Company shall be in default of this Contract, and no cure period will apply. The Company agrees, in order to protect the City from damages which may be intentionally or unintentionally caused by the introduction of Illicit Code to the City's computer network, that no software will be installed, executed, or copied on the City's equipment without the express approval of the City. The Company also acknowledges that it does not have any right to electronically repossess the Licensed Product(s). This provision does not relate to Viruses. In the event of a breach of this representation and warranty, the Company will also be responsible for all damages (including but not limited to consequential, incidental and indirect damages) sustained by the City up to the amount equal to the amount of the License Fees and Support and Maintenance Program fees paid by the City to the Company pursuant to this Contract.

- (h) *Illicit Code in Updates.* The Company represents and warrants that if Illicit Code is installed in any Update, the Company will immediately provide the City with written notice of the installation of such Illicit Code. The Company represents and warrants that even if Illicit code is installed in any Update, the Company will never utilize the Illicit Code. If Illicit Code is enacted and the City is damaged, the Company will be responsible for all damages (including but not limited to consequential, incidental and indirect damages) sustained by the City up to the amount equal to the amount of License Fee(s) and Support and Maintenance fees paid by the City to the Company pursuant to this Contract.

D-5 Grant of Rights

- (a) *License(s).* The Company hereby grants to City a perpetual, nonexclusive license under all of Company's intellectual property rights to the Licensed Product(s) to install, execute, use, have access to benefit from, copy, test, display and perform the Licensed Product(s) on any Hardware at the Licensed Site(s) and to make back-up and archival copies of the Licensed Product(s) to perform the Processing Services, in its normal course of business, including, but not limited to all officers, affiliates, third party subcontractors, contractors, divisions, outsourcing The Company, suppliers and constituents of the City. There will be no limit on the number of machines, number of Users, number of locations or size of hardware of which the City can operate the Licensed Product(s). The City will have the right to receive delivery of Updates to the Licensed Product(s) as required for the production and test servers purchased for the City's

business operations, provided the City is under contract to receive support and maintenance services. The Licensed Product(s) may not be relicensed, rented or leased, nor may they be used for third-party training or service bureau use.

(b)

- (c) *Third Party Service Provider Access.* Notwithstanding the confidentiality, non-disclosure and restriction of usage provisions contained in this Contract, the City may provide access to any Licensed Product(s) by its authorized consultants, agents, auditors, contractors, counsel and other representatives for the purpose of providing assistance (whether that be assistance in the form of using, benefiting from and/or accessing the Licensed Product[s]) to the City in the ordinary course of the City's operations of the Licensed Product(s), provided that any such third party shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract, and no such third party shall be engaged in the business of providing data processing services under a facilities management, service bureau, outsourcing or similar arrangement. The City will not provide access to the licensed IVR/IWR systems without the prior written approval of the Company.
- (d) *Copy.* The Licensed Product(s) must not be copied or used, except as specified in this Contract. The City agrees not to cause or permit the reverse engineering, disassembly or decompile of the Licensed Product(s), except to the extent required to obtain interoperability with other software utilized by the City. The City shall not acquire any rights, express or implied, in the Licensed Product(s) other than those specified in this Contract.
- (e) *Modify.* The City agrees that the City shall not modify the Software, with the exception of using the Company-provided Administration Tool. The City agrees that it shall not modify a Licensed Product in any manner which would affect the performance of the Licensed Product in such a manner as to cause it to fail to meet warranties set forth in D-4 (Representations and Warranties).
- (f) *Merge* The City shall have the right to have Company merge the Licensed Product(s) with, and to use it in conjunction with, other software, programs, routines and subroutines developed or acquired by the City. The Company shall have no ownership interest in any other third party software, program, routine or subroutine owned or developed by the City or acquired by the City from a third party, by virtue of its having been merged with or used in conjunction with any Licensed Product hereunder.
- (g) *Use in the Normal Course of Business.* Any documents, forms, and/or spreadsheets that are generated from the utilization of the functionality of the Licensed Product(s) can be used by the City in its normal course of business, including but not limited to the City sharing such documents with its business partners and other third parties. There cannot be the intent to violate copyright, intellectual property rights, or other competitive use.

D-6 Delivery Method

- (a) The City can elect one of the following acceptable delivery methods for each Licensed Product, which is specified in the applicable Licensed Product Schedule, as attached in Exhibit A:
- (i) *Electronic Delivery.* The Company shall transfer electronically to the City copies of each Licensed Product and the Documentation, no later than the delivery date specified and in strict accordance with the delivery instructions set forth in the applicable Product Schedule in Exhibit A. Failure to electronically deliver the Licensed Product(s) by such date or in strict accordance with the delivery instructions will give the City the right to immediately terminate this Contract as to such Licensed Product(s). The Company understands that it will not leave tangible copies of the Licensed Product(s) or Documentation at the installation location, but will arrange for the electronic downloading of those items. The City may make multiple copies of the Licensed Product(s) or Documentation up to the number specified in the Product Schedule. The Company also agrees to replace the Licensed Product(s) as originally delivered hereunder, at no charge, in the event of loss or damage to the Licensed Product(s). If the Licensed Product(s) are delivered by this method, the Company and the City will execute a Certificate of Delivery and Installation after the delivery has been completed.

D-7 Source Code Escrow

The City has not purchased, does not possess rights to, nor will receive Source Code for the Licensed Product, other than through a 3rd Party Escrow Agreement as defined within the terms below:

- (a) No payment is necessary for the City to exercise its rights to obtain the deposit from the Escrow Agent other than the reasonable and incidental fees of the Escrow Agent in producing a copy of the Escrow Materials for the City.
- (b) The Source Code will be delivered to Escrow, to an Escrow Agent. Deliverable form is specified in Exhibit A (Licensed Product Schedule) for each Licensed Product.

Delivery of Source Code. Upon delivery of each Licensed Product, Company will provide to the Escrow agent a complete copy of the most recent version of the Source Code for the Licensed Product.

A. Delivery to Escrow:

1. *Escrow Agent.* Within ten days of Acceptance of Software, the Company at the City's expense shall maintain a current copy of the Escrow Materials with Guard-IT who will act as the Escrow Agent under this Contract, will add the City as a beneficiary to the Company's escrow account for all intellectual property. All fees for the Escrow Agent shall be borne by the City.
2. *Escrow Materials.* The Company covenants, represents and warrants that the Company will make deposits upon any version updated that is applied to the Licensed Product. The Escrow Materials shall constitute a complete and correct version of the Licensed Product(s) and shall be sufficient for an expert computer programmer experienced and skilled in design, creation and implementation of source code. The Company shall provide for the verification of the content of the escrow deposit(s) against the Company's deposit transmittal correspondence. In addition, upon the City's request, the Escrow Agent shall reconstruct the Licensed Product(s) from the Escrow Materials provided. Further, the Escrow Agent shall notify the Company and the City in writing within ten days of the success or failure of each deposit verification attempt.
3. *Triggering Events.* The Escrow Agent shall immediately release the Escrow Materials to the City in the event:

- (c) The Company refuses to provide Support and Maintenance Program to the City for any Licensed Product, provided and notwithstanding that the City is current in its Support and Maintenance Program and agrees to pay for Support and Maintenance Program, or

- (i) The Company ceases to be in the business of providing a Support and Maintenance services for any Licensed Product, or
 - (ii) The Company is declared to be insolvent and/or bankrupt by a Court of competent jurisdiction.
 - (iii) The City is unable to verify that the Company is still in business.

D-8 Acceptance of Software

- (a) *Acceptance Testing Period.* The City and Company have agreed to a phased delivery and implementation approach for the Licensed Product. Based on this delivery methodology, there will be multiple Acceptance Periods. Following the installation of each Phase of the Project and completion of training of the City's personnel, the Company will provide a sixty (60) day Acceptance Testing Period. The City will be allowed to test the Licensed Product and determine its conformance to the applicable Specifications, and the Licensed Product's ability of running on a repetitive basis on a variety of the City's actual data without Software failure.

- (i) *Non-Acceptance.* During the Acceptance Testing Period, the City will notify the Company of any failure of the Software to operate as specified in the Documentation, or this Contract with respect to any material operational or functional capability or feature. When such notice is given, the Company shall have a maximum of 14 days, unless otherwise agreed to in writing, to correct the reported nonconformities, and the Software shall not be deemed Accepted unless and until the City states in writing that all such nonconformities have been corrected. If the Company has not corrected all such nonconformities within 45 days after the date the City first notified the Company of such nonconformity, the City shall have the right to terminate this Contract without further liability. The Company shall refund to the City all fees, if any, paid for such Licensed Product(s) for that phase of the project.
 - (ii) *Extension of Acceptance Testing Period.* In the event the Company agrees, at the City's request, to revise the Licensed Product(s) to correct a problem or deficiency identified by the City during the Acceptance Testing Period, the Company shall do so promptly, whereupon the City will have a additional, subsequent sixty (60) day Acceptance Testing Period within which to test the Licensed Product(s).

(iii) *Use*. In no event shall any use of the Software during the Acceptance Testing Period constitute acceptance of the Software.

(b) *Acceptance*. At the end of the Acceptance Testing Period the City will notify the Company if the Software is accepted.

D-9 Documentation

The Company shall provide to the City user manuals and installation manuals sufficient to allow the City to utilize fully the Licensed Product(s) in accordance with the descriptions on the capacity and functionality (Specifications) set forth in Documentation. This Documentation will include but not be limited to overview descriptions of all major functions, plus detailed step-by-step operating procedures for each screen and activity. This is in addition to any on-line help which is part of the Licensed Product(s) user interface. The Company shall deliver to the City upon Installation a hard copy of the Documentation and a CD Rom version, and shall revise such documentation as Company deems necessary to reflect any modifications made by the Company to the Licensed Product(s). The City can make copies of the hard Documentation and have unlimited use of the CD Rom. The City may incorporate the Documentation in works prepared for the City's business endeavors so long as the City includes all copyright, trademark and other notices of the Company in the same form as they appear on or in the Documentation. The Company warrants and represents that the Documentation and all modifications or amendments thereto and any other documentation which the Company is required to provide pursuant to this Contract shall be in accordance with the Documentation standards in the present Documentation. If any user manual or portion thereof is the Proprietary Information or Intellectual Property of any other party, the Company shall convey to the City the right (to the extent possible under law) to make whatever copies and use of the material the City deems necessary.

D-10 Advance Notification

The Company will provide the City with at least 30 days advance, written notification of new releases or versions of the Licensed Product.

D-11 Support and Maintenance Program

The Company shall provide the technical support and maintenance for the Licensed Product(s) as further described in attached Exhibit B (Support and Maintenance Program), unless the City declines the Support and Maintenance Program in writing and/or does not pay the annual Support and Maintenance Program fee.

D-12 Testing and Disaster Recovery

The City shall have the right to make copies of and install, execute, use, copy, test, display and perform any of the Licensed Product(s) on disaster recovery computers:

- (a) for the duration of a disaster, and
- (b) for the purpose of conducting testing of their disaster recovery plan procedures and effectiveness for a reasonable period. The Person that provides the testing and disaster recovery services shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.

D-13 Other Licenses

The parties hereto acknowledge and agree on behalf of themselves and their successors and assigns that all license agreements relating to the Licensed Product(s) between the Company and/or its predecessors on the one hand and the City on the other hand shall be superseded by this Contract. The licensees of the previous license agreements and the City shall have no further obligation to make any payments there under, and all claims by the Company, including claims for payments or alleged payments due prior to the Award Date, are released for the previous license agreements.

D-14 Survival

The following paragraphs of the Contract will survive termination or expiration of the License Agreement, no matter how the License Agreement is terminated:

- D-1 Notices
- D-4 Representations and Warranties
- D-5(c) Third Party Service Provider Access

- D-7 Source Code Escrow
- D-11 Support and Maintenance Program
- D-12 Testing and Disaster Recovery
- D-14 Survival
- E-3 Termination for Convenience
- E-4 Termination for Cause
- E-6 Indemnification
- E-7 Assignment
- E-9 Taxes/Compliance with Laws
- E-19 Confidentiality/Protection of the City's Proprietary Rights

D-15 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

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SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services, hardware, and non-refundable third party licensing requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08] R

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within thirty (30) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (d) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (e) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (f) Termination of this Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the City's obligation to pay any fees that may be owed. The Company shall return to the City all payments previously received by it with respect to the Licensed Product for the specific phase of the project terminated. Upon termination, the City shall cease using, and shall upon Company's request, return at Company's expense or destroy, all copies of the applicable Licensed Product(s), except that the City may retain a single copy of the Licensed Product and User Documentation for archival purposes. Upon Company's request, City shall purge all copies of the applicable Licensed Product or any portion thereof from all computer systems and from any computer storage medium or device on which the City has placed or permitted others to place the Licensed Product, other than as necessary to retain a single copy of the Licensed Product and user Documentation for archival purposes. Notwithstanding the foregoing, the City shall not be obligated to retrieve any copy of the Licensed Product that resides on any backup media unless the retention period of such media is greater than 60 days and no attempt has been made to recover such copy there from for any purpose.
- (g) If the Company terminates the license for any Licensed Product, the City will have a reasonable period from the receipt of Company's notice of termination to migrate from the Licensed Product to the software of another licensor. During this migration period, the City may continue using such Licensed Product and user Documentation subject to the terms and conditions of this Contract as necessary for migration.

E-5 Insurance [CAO-1/12/09]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
 - (iii) Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not

require the use of vehicle to perform, Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

- (iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
- (b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to the City within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Any exclusion to the effect that the insurance carrier will "endeavor to inform" must be stricken from the certificate of insurance.
- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the

coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

- (c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.
- (d) In no event will the Company be liable for any consequential, indirect, exemplary, special or incidental damages, including any lost data and lost profits, arising from or relating to this Contract. The Company's total cumulative liability in connection with this Contract and the services provided hereunder, whether in contract or tort or otherwise, will not exceed the amount of fees paid to the Company. The City acknowledges that the fees reflect the allocation of risk set forth in this Contract and that the Company would not enter into the Contract without these limitations on its liability.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08] R

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The

Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this, subject to a cap of \$2,500.00.

- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be

deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

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SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 1	Statement of Work		47
Attachment 2	Licensed Product Schedule		1
Attachment 3	Associated Services by Task		1
Attachment 4	Support and Maintenance Program		2

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylva 5-14-10
Deputy City Attorney Date

SELECTRON TECHNOLOGIES, INC.

TODD A. JOHNSTON, PRESIDENT, CEO

"Company"

**ATTACHMENT 1
STATEMENT OF WORK**

***To be inserted in final draft



Selectron
TECHNOLOGIES, INC.

Microsoft
GOLD CERTIFIED
Partner

Statement of Work

VoicePermits™

WebPermits™

VoiceCourt™

WebCourt™

Outbound Delivery Services™

CommunitySelect

www.SelectronTechnologies.com

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1.0 Overview

This Statement of Work (SOW) outlines the software, hardware, and implementation services included with the purchase of an interactive solution from Selectron Technologies. Additionally, this document describes the Customer's responsibilities in providing a suitable environment and facilitating a successful implementation of the Selectron Technologies' interactive solution.

2.0 Functionality

This section details the functionality of each application included in the implementation of this interactive solution. All functions and features are dependent upon required application¹ data availability. The interactive solution must be able to retrieve data from the application databases either through direct access or through an indirect interface provided by the Customer and/or database vendor. In addition, the interactive solution is required to post data back to the application databases. Normally, an indirect interface is provided to ensure system integrity for posted data.

The exact data required for retrieval and posting by the interactive solution is determined by final product definition including agreed upon call flow, business rules, and work process. Additionally, the call flow, business rules, and work process may be limited by the availability and access to data.

2.1 VoicePermits

The VoicePermits application interacts with the Customer's permitting database to deliver information and services over the phone to callers.

2.1.1 Standard Feature Set

This section details the standard features included with the VoicePermits application.

2.1.1.1 Inspection Scheduling

VoicePermits allows callers to schedule, reschedule, and cancel inspections. Additionally, callers can leave messages for inspectors; messages are stored on the interactive solution's server for 90 days. Once the caller has scheduled, rescheduled, or cancelled an inspection, they will receive a confirmation number. To access scheduling functionality, callers must enter a valid permit number. When an inspection is scheduled against a permit on which the inspection's type has not previously been added, the inspection type will be added to the permit prior to scheduling.

2.1.1.2 Posting Inspection Results

Inspectors can use VoicePermits to post inspection results, hear messages left by the permit holder, and leave a message for the permit holder. To ensure security, inspectors must enter a PIN prior to recording results. The PIN can be determined by the Customer, but must be validated by the permitting database.

1. The terms "application databases" and "application systems" refer to all Customer databases that have been integrated with the interactive solution (e.g., permitting database, utility database, court database, etc.).



2.1.1.3 Obtain Inspection Results

Permit holders can call VoicePermits to listen to the results of their scheduled inspection and listen to any messages left by the inspector; messages are stored on the interactive solution's server for 90 days. To access inspection results, callers must enter a valid permit number.

2.1.1.4 PIN Access

Callers must enter a valid PIN to gain access to the system. VoicePermits relies on the Customer's permitting system to manage and verify PINs.

2.1.2 Additional Features

This section details the optional, add-on modules included with the VoicePermits application.

2.1.2.1 Correction Codes

When posting results for a failed inspection, the inspector can enter a correction code. Correction codes detail the specific reason for inspection failure. The description of the correction code is available to callers requesting inspection results.

The permitting database must allow the input of correction codes, as well as access to the field storing the codes, to allow full functionality of this module. The Customer is responsible for maintaining correction code data ([section 3.1.21, Maintain Correction Codes](#)).

2.1.2.2 Inspection Prerequisites

System administrators can configure VoicePermits to disallow inspections from being scheduled until other, associated inspections have been scheduled or approved. When callers attempt to schedule an inspection whose prerequisites have not been met, the system speaks back the specific unmet prerequisites. The Customer's business rules determine whether or not inspection prerequisites must be scheduled or approved prior to scheduling associated inspections.

2.1.2.3 Limit Inspections

When implemented, this module allows the jurisdiction to set a maximum number of scheduled inspections per day, per defined group. This module can be implemented to allow inspection limitation using one of two schemes: by inspection group (such as Electrical, Plumbing, etc.) or by a jurisdiction-defined custom group (limitations set by city, by inspection type, location, or other criteria desired by the Customer). The implemented grouping scheme is dependent upon jurisdiction requirements.

Inspection groups that have reached the daily maximum limit are not available for caller selection. When contractors arrive at the Customer's office for scheduling, staff members can use the included Inspection Calendar web page to view availability prior to scheduling inspections in the permitting system or by using VoicePermits.



VoicePermits regularly polls the permitting database ([section 3.1.19, Maintain Inspection Limitation](#)) to verify the number of scheduled inspections per group. The information is then updated to the VoicePermits server and is used to present callers with scheduling information and update the Administration Tool ([section 4.2, Software](#)) and the Inspection Calendar web page. If concurrent scheduling requests occur between polling attempts, the daily inspection count may be exceeded. The Customer may configure the polling schedule in the Administration Tool. However, Selectron Technologies recommends periodically polling the permitting database, rather than on-demand schedule verification, to minimize processor use.

2.1.2.4 Modify Inspection Conditions

Each inspection type is accompanied by a standard set of rules for allowing/disallowing inspection scheduling. Using the Administration Tool ([section 4.2, Software](#)), the Customer's staff can enable or disable each rule at the inspection type level. The specific rules to be implemented are mutually agreed upon by the Customer and Selectron at the onset of implementation. The same conditions logic applies to both VoicePermits and WebPermits.

2.1.2.5 Payment Processing: Credit Card

VoicePermits accepts credit card payments, allowing callers to pay inspection fees, project fees, and building application fees. The Customer's business rules determines whether the system can process over payments, partial payments, remainder amounts from previous partial payments, and payments for specific inspections when there are multiple outstanding inspection fees. Visa®, MasterCard®, and Discover® are all pre-configured credit card types within VoicePermits; credit card types not used by the Customer will be unavailable to the caller. Additionally, VoicePermits accepts Visa or MasterCard debit cards; payments using debit cards are processed as a credit transaction.

Once a payment has been processed, VoicePermits issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

Fee data must be available to VoicePermits to ensure functionality of this module.

VoicePermits provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's permitting system.

The following payment processing fees and services are not covered by purchase of the VoicePermits application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software



The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.1.2.6 Payment Processing: Shopping Cart

The Shopping Cart module allows callers to make a single payment for multiple fees. During the call, when a caller opts to make a payment on an item such as an inspection, the item and the associated cost is added to the caller's "shopping cart." Once the caller has selected all desired purchases, the caller indicates to VoicePermits that no additional purchases are desired and the caller wishes to make a payment. VoicePermits speaks the number of items in the caller's shopping cart, any applicable convenience fees, and the total amount to be paid. The caller may choose to make the payment or to clear the contents of the "shopping cart" and start over.

2.1.2.7 Inspection Type-based Transfer Numbers

When a caller requests a transfer to customer service from VoicePermits, the interactive solution determines the transfer extension based on the type of inspection with which the caller is currently working. If the caller is not working with an inspection, or if the transfer extension has not been defined for that inspection type, VoicePermits transfers the caller to a primary customer support number defined by the Customer.

Selectron implements VoicePermits using the associated transfer extensions provided by the Customer at the beginning of implementation. It is the Customer's responsibility to maintain the list of transfer extensions associated with inspection types. The Customer may add, modify, or delete extensions associated with inspection types using the Administration Tool ([section 4.2, Software](#)). No more than one transfer extension may be associated with an inspection type.

2.1.2.8 Professional Voice Recording

All system prompts (including call flow), correction code descriptions, and street names are professionally recorded prior to installation. Additionally, all outbound notification prompts are professionally recorded ([section 2.5.1.1, Outbound Notify](#)). The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting ([section 3.1.4, Append an Optional Greeting](#))

For more information regarding non-system prompt recording, refer to [section 3.1.8, Record Prompts and Responses](#).

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis (street names will be updated on a quarterly basis as described in [section 3.1.7, Add New Streets](#)).

2.1.2.9 Same Day Scheduling - Additional Fees

Callers may schedule an inspection for the same day on which they are calling. The system speaks any additional fees that are required for same-day



inspections. VoicePermits relies on the permitting system to provide fee amounts and calculated amounts owed. The Customer may specify a cutoff time after which same day inspections cannot be scheduled.

2.1.2.10 SmartDelivery

SmartDelivery software enables VoicePermits to send faxes and/or e-mail to callers.

When requesting a fax, callers are prompted to use their telephone keypad to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.

Prior to receiving an e-mail, callers must have an e-mail address on file in the permitting database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.1.2.11 Speak Inspector Information

With this module, a permit holder with an inspection scheduled for the current day can verify the identity of the scheduled inspector. The permit holder calls VoicePermits and enters the inspection confirmation number or, alternatively, the permit number and inspection type. When the permit holder selects the relevant menu option, VoicePermits speaks the name of the scheduled inspector, the scheduled inspector's telephone number, and a brief generic message (the content of the message is decided upon by the Customer prior to system implementation).

2.1.2.12 Subcontractor Registration

The Customer's permitting system houses subcontractor information. Subcontractors wishing to use VoicePermits (or WebPermits) must validate their identity using a PIN. Selectron modifies the interactive solution to accept PIN input from subcontractors and validate against PINs existing within the Customer's permitting system.

2.1.2.13 Subcontractor Add to Company Grid

In order to schedule inspections against a permit, a subcontractor must be assigned to that permit. Selectron modifies the interactive solution to accept self-assignment from subcontractors. The interactive solution's reporting suite (section 3.1.1, Run System Reports) indicates activities performed on a given permit, including subcontractor identification numbers.

2.2 WebPermits

The WebPermits application interacts with the Customer's permitting database to deliver information and services over the web to citizens. WebPermits works in conjunction with VoicePermits and cannot be run as an independent application. The WebPermits application resides on the Customer's web server (section 5.2.2.8, Provide Web Server).



2.2.1 Standard Feature Set

When citizens access the main WebPermits page, they are required to log in with a permit number and security code. The security code can be determined by the Customer, but must be verified by the permitting database. Most jurisdictions use the site address associated with the permit as the security code.

This section details the standard features included with the WebPermits application.

2.2.1.1 Inspection Scheduling

WebPermits allows citizens to schedule, reschedule, and cancel inspection using a web interface. When scheduling an inspection, the citizen can select the specific inspection type as well as inspection date from a calendar. Available dates on the calendar are determined by the Customer's business rules. Additionally, citizens can select a preference of a morning or afternoon inspection. Once citizens have scheduled, rescheduled, or cancelled an inspection, they receive a confirmation number; WebPermits provides a printer-friendly page allowing the citizen to easily print the confirmation.

To access scheduling functionality, a valid permit number must be entered during the login process.

2.2.1.2 Obtain Inspection Results

Permit holders can access WebPermits to view the results of their scheduled inspection. WebPermits displays the inspection type, the completed date, inspection result, inspector, and a confirmation number. WebPermits provides a printer-friendly page allowing permit holders to easily print the inspection results associated with a permit.

To access inspection results, a valid permit number must be entered during the login process.

2.2.1.3 E-mail Link

WebPermits provides an e-mail link, allowing citizens to directly e-mail the Customer's jurisdiction. When citizens click the link, their default e-mail client displays with the appropriate, pre-defined e-mail address and configurable subject heading filled in.

2.2.1.4 PIN Access

Users must enter a valid PIN to gain access to the system. WebPermits relies on the Customer's permitting system to manage and verify PINs. The PIN a user enters to access WebPermits is identical to the PIN the user enters to access VoicePermits.

2.2.2 Additional Features

This section details the optional, add-on modules included with the WebPermits application.

2.2.2.1 Payment Processing: Credit Card

WebPermits accepts credit card payments, allowing callers to pay inspection fees, project fees, and building application fees. The Customer's business



rules determine whether the system can process over-payments, partial payments, remainder amounts from previous partial payments, and payments for specific inspections when there are multiple outstanding inspection fees. Visa®, MasterCard®, and Discover® are all pre-configured credit card types within WebPermits; credit card types not used by the Customer are unavailable to the citizen for use. Additionally, WebPermits accepts Visa or MasterCard debit cards; payments using debit cards are processed as a credit transaction.

When taking a payment, the payment processing software verifies the credit card and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code. Once a payment has been processed, WebPermits issues a payment confirmation number; WebPermits provides a printer-friendly page allowing citizens to easily print the confirmation details.

Fee data must be available to WebPermits to ensure functionality of this module.

WebPermits provides a report for manual posting, or, if supported, passing payment information to the interface to be processing into the Customer's permitting system.

The following payment processing fees and services are not covered by the purchase of this module:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, is billable on a Time and Materials basis.

2.2.2.2 Payment Processing: Shopping Cart

WebPermits employs the same shopping cart functionality VoicePermits ([section 2.1.2.6, Payment Processing: Shopping Cart](#)). During a web session, when web user opts to make a payment on an item such as an inspection, the item and the associated cost is added to the user's "shopping cart." When the user has finished adding items to the shopping cart and elects to make a payment, WebPermits displays a list of all items that have been added, the associated cost for each, any applicable convenience fees, and the total amount to be paid. The caller may choose to make the payment or to clear the contents of the "shopping cart" and start over.

2.2.2.3 Same Day Scheduling - Additional Fees

Web users may schedule an inspection to be performed on the same day on which they are requesting the inspection. The system displays any additional fees that are required for same-day inspections. WebPermits relies on the permitting system to provide fee amounts and calculated amounts owed. The Customer may specify a cutoff time after which same day inspections cannot be scheduled.



2.2.2.4 Subcontractor Add to Company Grid

In order to schedule inspections against a permit, a subcontractor must be assigned to that permit. Selectron modifies the interactive solution to accept self-assignment from subcontractors. The interactive solution's reporting suite ([section 3.2.1, Run System Reports](#)) indicates activities performed on a given permit, including subcontractor identification numbers.

2.3 VoiceCourt

The VoiceCourt application interacts with the Customer's court database to deliver information and service over the phone to callers.

2.3.1 Standard Feature Set

This section details the standard features included in the VoiceCourt application.

2.3.1.1 Case Information Access

VoiceCourt allows callers to hear a summary of their case disposition and any related court dates or fines owed. To access this information, callers must enter their case number, driver's license, Social Security number, or license plate number, and PIN (and/or date of birth in a MM-DD-YY format). The PIN can be defined by the Customer, but must be verified by the court database. VoiceCourt confirms the chosen case by specifying a description and the ruling date. Once the caller confirms, fines and court dates assigned by the Customer's jurisdiction are played as well.

2.3.1.2 Enter Plea

Callers may enter a plea on the case about which they are calling. The available pleas are defined at the onset of implementation; subsequent changes to available pleas require additional professional services.

2.3.1.3 Payment History

Callers may hear the payment history on the case about which they are calling. This history includes all payments previously applied against the case. VoiceCourt speaks the payment date, amount paid, and the method of payment.

2.3.1.4 Warrant Options

Each case type is accompanied by a standard set of business rules to govern the caller's options when interacting with the case. Selectron enhances VoiceCourt to include these rules. Using the Administration Tool ([section 4.2, Software](#)), the Customer's staff can toggle each rule at the case type level. The specific rules to be implemented are mutually agreed upon by the Customer and Selectron at the onset of implementation. The same conditions logic applies to both VoiceCourt and WebCourt. Any rule requiring complexity beyond a yes/no value will result in a transfer of the caller to a customer service representative.



2.3.2 Additional Features

This section details the optional, add-on modules and features included with this implementation of the VoiceCourt application.

2.3.2.1 Payment Processing: Credit Card

VoiceCourt accepts credit card payments; the Customer's business rules determine whether the system can process over payments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within VoiceCourt; credit card types not used by the Customer are unavailable to the caller. Once a payment has been processed, VoiceCourt issues a payment confirmation number. When taking a payment, the payment processing software verifies the credit card number and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code.

VoiceCourt provides a report for manual posting, or, if supported, passing payment information to the interface to be processed into the Customer's court database.

The following payment processing fees and services are not covered by purchase of the VoiceCourt application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third-party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, are billable on a Time and Materials basis.

2.3.2.2 Professional Voice Recording

All system prompts (including call flow) are professionally recorded prior to installation. Additionally, outbound notification prompts are professionally recorded ([section 2.5.1.1, Outbound Notify](#)). The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting ([section 3.3.4, Append an Optional Greeting](#))

For more information regarding non-system prompt recording, refer to [section 3.3.7, Record Prompts and Responses](#).

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

2.3.2.3 SmartDelivery

SmartDelivery software enables VoiceCourt to send faxes and/or e-mails to callers.

When requesting a fax, callers are prompted to enter the number where the fax should be sent. Selectron Technologies recommends that faxed documents be no longer than ten pages to ensure accurate delivery to recipients.



Prior to receiving an e-mail, callers must have an e-mail address on file in the court database. If an e-mail address is not available, callers are not given the option of receiving an e-mail.

2.3.2.4 Spanish Language

The Spanish Language module enables VoiceCourt to play back system prompts in both English and Spanish. Additionally, all dates, numbers, ordinals, currencies, and letters are translated to the proper language. All other prompts must be recorded and translated by the Customer ([section 3.3.7, Record Prompts and Responses](#)).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are recorded in Spanish prior to installation. Non-system prompt and message types are not included and require Customer translation and recording. Refer to [section 2.3.2.2, Professional Voice Recording](#), for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

2.3.2.5 Computer Telephony Integration: Screen Pop

The screen pop component is installed on customer service representatives' computers. When callers transfer from the VoiceCourt interactive solution to the customer service center, VoiceCourt passes caller account information to the screen pop component for viewing by the representative receiving the transferred caller. Account information includes the caller's account number, and may include other account-related that are agreed upon at the beginning of implementation.

VoiceCourt uses Syntellect's CT Connect software to enable screen pop functionality. The Customer must ensure that its telephony environment is configured to interface with CT Connect ([section 5.2.2.6, Configure Telephony Environment for CTI](#)). Additionally, the data fields available through the screen pop functionality must be supported by the Customer's court system. Selectron assists the Customer in determining what data can be passed to customer service representatives.

2.3.2.6 Schedule Court Appearances

VoiceCourt allows callers to schedule a court appearance on a case. Callers select the desired court appearance from options presented by VoiceCourt. VoiceCourt relies on the Customer's court system to pass available options.

Once the caller has scheduled a court appearance, the caller receives a confirmation number.

2.3.2.7 Schedule Schools

VoiceCourt allows callers to schedule, reschedule, or cancel enrollment in a relevant class based on case type and plea. If the caller has not already entered a case number for class scheduling, the caller is prompted to enter a



driver's license number and authentication information determined by the Customer. The caller then selects the relevant case for class scheduling.

When scheduling or rescheduling a class, VoiceCourt speaks the next available class date, time, and (if necessary) location. The caller may select this class or request to hear the next available.

Once a caller successfully schedules a class, VoiceCourt speaks the confirmation number, date, and time, and location of the class. The caller is prompted to hear directions to the class location.

2.4 WebCourt

The WebCourt application interacts with the Customer's court database to deliver information and services over the web to citizens. WebCourt works in conjunction with VoiceCourt and cannot be run as an independent application. The WebCourt application resides on the Customer's web server ([section 5.2.2.8, Provide Web Server](#)).

2.4.1 Standard Feature Set

When citizens access the main WebCourt page, they are required to log in with a case number and security code. The security code can be determined by the Customer, but must be verified by the court database. Most jurisdictions use the site address associated with the caller's case as the security code.

This section details the standard features included with the WebCourt application.

2.4.1.1 Case Information Access

Citizens can access their current case status information, including case number, case disposition, court dates and fees owed.

2.4.1.2 Payment History

Citizens can access their case's fee payment history. Information displayed includes the payment date, amount paid, and the method of payment.

2.4.1.3 E-mail Link

WebCourt provides an e-mail link, allowing citizens to directly e-mail the Customer's jurisdiction. When citizens click the link, their default e-mail client displays with the appropriate, pre-defined e-mail address and configurable subject heading filled in.

2.4.2 Additional Features

This section details the optional, add-on modules included with the WebCourt application.

2.4.2.1 Spanish Language

WebCourt includes the framework for displaying content in the Spanish language in the same format and structure as the English framework. Users may select an English or Spanish navigation experience.



The Customer provides translation of the existing English content into Spanish.

2.4.2.2 Payment Processing: Credit Card

WebCourt accepts credit card payments, allowing callers to pay their bills; the Customer's business rules determine whether the system can process over-payments or partial payments. Visa®, MasterCard®, and American Express® are all pre-configured credit card types within WebCourt; credit card types not used by the Customer are unavailable to the citizen for use. When taking a payment, the payment processing software verifies the credit card and expiration date. For more security, the Customer can choose to verify the card holder's zip code and security code. Once a payment has been processed, WebCourt issues a payment confirmation number; WebCourt provides a printer-friendly page allowing citizens to easily print the confirmation details.

WebCourt provides a report for manual posting, or, if supported, passing payment information to the interface to be processing into the Customer's court system.

The following payment processing fees and services are not covered by the purchase of this module:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

The Customer must select the third party payment processing vendor prior to system development. Any changes to payment processing vendors, after system development, is billable on a Time and Materials basis.

2.4.2.3 Schedule Court Appearances

WebCourt allows web users to schedule a court appearance on a case. Web users select the desired court appearance from options presented by WebCourt. WebCourt relies on the Customer's court system to pass available options.

Once the web user has scheduled a court appearance, WebCourt displays a confirmation number.

2.4.2.4 Schedule Schools

WebCourt allows web users to schedule, reschedule, or cancel enrollment in a relevant class based on case type and plea. If the web user has not already entered a case number for class scheduling, the user is prompted to enter a driver's license number and authentication information determined by the Customer. The web user then selects the relevant case for class scheduling, from the options presented by WebCourt. WebCourt relies on the Customer's court system to pass available options.

Once a web user caller successfully schedules a class, WebCourt displays the confirmation number, date, and time, and location of the class.



2.4.2.5 Attorney-entered Pleas

This module allows attorneys to enter pleas on behalf of clients. In order to enter a plea, an attorney must enter appropriate identity authentication information. If multiple offenses exist on a case, the attorney may enter pleas for the multiple offenses within a single submit function.

2.4.2.6 Attorney/Bondsmen Case Access

Attorneys and bondsmen may access case information by logging into WebCourt using the appropriate authentication information. Cases may be accessed by case number as well as by other search criteria that are mutually agreed upon by the Customer and Selectron prior to implementation.

2.4.2.7 Provide Attorney Information

A web user enters a case number, and WebCourt displays the case, as well as the attorney of record and attorney's contact information. No authentication information is required to view this information.

2.4.2.8 Spanish Language

WebCourt includes the framework for a Spanish-language IWR solution. However, it is the responsibility of the Customer to provide Spanish translations for all pages in the WebCourt solution.

2.5 Outbound Delivery Services

Outbound Delivery Services is an information delivery system that allows the Customer to initiate automated outbound campaigns to deliver information and messages to citizens. The engine is used to power two service types: Outbound Alert and Outbound Notify. Both service types are implemented separately. The service type(s) that are implemented for the interactive solution are detailed below.

2.5.1 Standard Feature Set

This section details the standard features included with Outbound Delivery Services.

2.5.1.1 Outbound Notify

The Outbound Notify service type enables the Customer to run contextual campaigns tailored to specific individuals or groups. Typically, Outbound Delivery Services pulls data from the Customer's application database(s) to present information to citizens, although Selectron Technologies works with the Customer to implement other solutions. Due to their complex nature, each notification requires Professional Services to configure.

Outbound Notify can be implemented with a number of pre-configured notifications or Selectron Technologies works with the Customer to develop custom notifications as agreed upon. Refer to [section 2.5.2, Additional Features](#), for a list of all pre-configured notifications included with this implementation.

Notifications can be configured to run automatically or at specific dates and times. Notifications are sent via phone. When SmartDelivery has been implemented, Outbound Delivery Services can send notifications via fax and/or e-



mail ([section 2.5.2.9, SmartDelivery](#)). In order for faxes and e-mails to be sent, the fax number or e-mail address must be available in the applicable database (e.g. permitting or court). If contact information is not available, the notification cannot be sent. Note that fax or e-mail based notifications do not include the ability to make payments or transfer to customer service.

2.5.2 Additional Features

This section details the optional, add-on modules included with this implementation of Outbound Delivery Services.

2.5.2.1 Outbound Notify: Expiring and Expired Permits Notification

This service requires the VoicePermits application and interacts with the permitting database. When this notification is configured, permit holders may be contacted about their expiring and expired permits. Typical information included in this notification includes the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured to fit the Customer's business rules.

2.5.2.2 Outbound Notify: Permits Ready to Be Issued Notification

This notification requires the VoicePermits application and interacts with the permitting database. When this notification is configured, the interactive solution apprises the permit applicant when a permit is ready to be issued. The system speaks the permit number and fees due, then speaks generic language agreed upon by Selectron and the Customer, such as payment options. The recipient of the notification is prompted to transfer to VoicePermits to make a payment.

2.5.2.3 Outbound Notify: Inspection Next Day Notification

This notification requires the VoicePermits application and interacts with the permitting database. When this notification is configured, the interactive solution contacts a permit holder when an inspection is scheduled for the next day. The system speaks the type of inspection, the permit number, and a general message indicating that the inspection is scheduled to occur. If available, the system speaks whether the inspection is scheduled for the morning or afternoon. The time of day that the notification occurs can be configured to fit the Customer's business rules.

2.5.2.4 Outbound Notify: Who's My Inspector Notification

This notification requires the VoicePermits application and interacts with the permitting database. On the day of an inspection, once the inspection has been assigned to an inspector, the interactive solution contacts the permit holder and speaks the assigned inspector's name, the assigned inspector's contact number, and an agreed-upon generic message indicating that the inspector will contact the permit holder shortly.

2.5.2.5 Outbound Notify: Court Appearance Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts defendants who are scheduled for a court appearance. The system speaks the date, time, and location of the court appearance and provides the



option for the recipient to transfer to a customer service representative. The number of days prior to the scheduled court appearance at which the notification is sent can be configured to fit the Customer's business rules.

2.5.2.6 Outbound Notify: Payment Reminder Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts defendants who owe outstanding balances on citations. The system speaks the citation number and the amount owed. The recipient of the notification is prompted to transfer to VoiceCourt to make a payment. The notification is triggered when payment on a citation is overdue by a certain number of days; this number of days can be configured to fit the Customer's business rules.

2.5.2.7 Outbound Notify: Warrant Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts persons for whom an arrest warrant will be issued. The system speaks the date the warrant will be issued and speaks a generic message providing remediation options. The notification recipient is prompt to transfer to a customer service representative. The notification is triggered a certain number of days prior to warrant issuance; this number of days can be configured to fit the Customer's business rules.

2.5.2.8 Outbound Notify: Class Reminder Notification

This notification requires the VoiceCourt application and interacts with the court database. When this notification is configured, the interactive solution contacts persons who have registered for applicable court classes. The system speaks the kind of class, as well as the date, time, and location of the class, and a generic informational message agreed upon by Selectron and the Customer. The number of days in advance the reminder notification is sent can be configured to fit the Customer's business rules.

2.5.2.9 SmartDelivery

Smart Delivery software enables Outbound Delivery Services to send faxes and/or e-mail to message recipients.

2.5.2.10 Spanish Language

The Spanish Language module allows Outbound Delivery Services to play outbound campaign messages in both English or Spanish over the phone. The content of the message is identical for each language. All messages must be translated and recorded by the Customer, however, all dates, numbers, ordinals, currencies, and letters are already translated to the proper language. Depending on configuration, campaigns sent via fax or e-mail include both English and Spanish within the same message.

2.6 CommunitySelect

CommunitySelect is an interactive solution that provides the Customer an environment for creating its own dynamically-configurable, interactive menus. The Customer's administrative staff use the CommunitySelect Manager application to create a menu structure consisting of



"nodes." Using a simple drag-and-drop interface, the Customer can create, edit, arrange, and delete nodes to build a department-specific information system for callers. Customers then use a touch-tone telephone to record the necessary spoken messages or prompts.

CommunitySelect requires that the interactive solution uses Selectron core components that are version 4.5.3 or later.

2.6.1 Nodes

CommunitySelect includes five types of nodes that may be created.

- **Submenu:** A submenu is a menu of options that is nested within a higher-level menu option. Submenus enable the Customer to streamline the CommunitySelect call flow and organize content into groups containing similar information.
- **Information item:** A general information item contains a spoken message that provides some informational message to callers accessing CommunitySelect.
- **Fax document:** The fax node allows callers to request a specific fax document by selecting the relevant menu choice.
- **Call transfer:** CommunitySelect transfers the caller to an extension within the Customer's phone system.
- **Call chain:** If the Customer has implemented another interactive solution from Selectron Technologies, the chain node enables callers to be transferred into the call flow of such solutions. The Customer can designate whether the caller is chained into the beginning of the call flow, or to a designated location within the call flow.

2.6.2 Shortcuts

Each node within CommunitySelect can be assigned a unique shortcut key sequence. Callers can then enter this sequence at any point in the CommunitySelect call flow to access the node directly.

2.6.3 Placement

If CommunitySelect is implemented in tandem with other interactive solutions from Selectron Technologies, the Customer must designate the desired placement of CommunitySelect and the other interactive solution(s) relative to each other. For example, the Customer may desire that CommunitySelect be the first interactive solution callers reach when placing a call to the department, or the Customer might want each interactive solution to possess a unique phone number. The Customer must determine its preference at the onset of implementation; subsequent changes will require Selectron professional services and may be subject to time and materials billing.

2.6.4 Configuration Scope

The CommunitySelect Manager is intended for use in configuring the menu structure within the CommunitySelect call flow only. The CommunitySelect Manager cannot be used to alter the call flow of other Selectron interactive solutions.



2.6.5 Spanish Language

When the Spanish language module is implemented, the CommunitySelect menu can be presented to callers in both English and Spanish. The menu tree will be identical across both languages. All dates, numbers, ordinals, currencies, and letters are translated to the proper language. Otherwise, just as in English, the Customer is responsible for recording all spoken Spanish prompts within CommunitySelect ([section 3.6.3, Record Prompts and Responses](#)).

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts are translated and recorded in Spanish prior to installation. Non-system prompt and message types are not included and require Customer translation and recording. Refer to [section 2.6.6, Professional Voice Recording](#), for a list of non-system prompts and messages.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

2.6.6 Professional Voice Recording

All system prompts are professionally recorded prior to installation, in both English and Spanish. The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting ([section 3.1.4, Append an Optional Greeting](#))

For more information regarding non-system prompt recording, refer to [section 3.6.3, Record Prompts and Responses](#).

The Customer must sign-off on all Professional Voice Recording scripts prior to prompt recording. All prompt change requests after recording has been completed may incur additional charges on a Time and Materials basis.

2.6.7 Department-specific Templates

Selectron delivers two call flow templates with CommunitySelect, one for the courts department and one for the building and permitting department. The templates are intended to serve as a quick-start guide for customizing the call flow to the Customer's preference; the Customer may edit the templates as desired. Each template includes the associated professionally-recorded voice prompts.

2.7 Enterprise-wide Functionality

This section details additional functionality that is shared by all applications identified in this Statement of Work.

2.7.1 Rejected Payment Submissions Report

Selectron builds a custom report that displays all payment attempts that were rejected. The report lists account/permit/case number, application through which payment was attempted, and reason for rejection. Administrative personnel can filter the report to show results for all applications or any combination of applications.



2.7.2 Fax Server Integration

When a caller requests a faxed document, the interactive sends the requested fax as an attachment to an SMTP message. The document for faxing is in either an .rtf or .pdf format. Further specific details of the fax workflow are agreed upon by Selectron and the Customer prior to system implementation.

That the interactive solution's reporting functionality can only report that documents were sent to the Customer's fax server; any further reporting (for example, delivery status to the person who requested the fax) is the responsibility of the Customer's fax server.

3.0 Administrative Tasks

This section details tasks that the Customer's system administrator can perform while maintaining and operating the interactive solution.

3.1 VoicePermits

The tasks listed below apply to the VoicePermits application.

3.1.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 1 lists the reports available with this implementation.

Table 1 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Call Activity Details	Displays all actions that a caller made during a call
Inspector Post Activity	Lists all inspections posted by each inspector for a selected date range
Action Report	Number of times the application functions were selected for selected date range



Table 1 System Reports

Report	Definition
Payment	Payment type with date, time, utility account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and permit number
Email Activity Report	Date sent, document type, confirmation number, and permit number

3.1.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoicePermits transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool ([section 4.2, Software](#)).

3.1.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.1.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation ([section 4.4.3, Provide Administrative Training](#)).

3.1.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).

3.1.6 Manage PINs

The Customer is responsible for creating or modifying PINs for user access to VoicePermits and WebPermits. Selectron assumes that PIN management occurs in the Customer's permitting system.

3.1.7 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to VoicePermits; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating



the file in the Administration Tool ([section 4.2, Software](#)) and then recording the name or word using the telephone.

When Professional Voice Recording has been implemented, street name prompts are recorded prior to system delivery. Any new or updated prompts can be recorded for the Customer on a quarterly basis; prompts needing immediate recording, between quarterly updates, are the Customer's responsibility ([section 3.1.8, Record Prompts and Responses](#)). Note that, in order for Selectron Technologies to identify new streets, they must exist in the VoicePermits database. Access to quarterly voice updates is contingent upon an active Support and Maintenance plan; refer to the Contract for more details.

3.1.8 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoicePermits during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow), correction codes, and street names are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to [section 2.1.2.8, Professional Voice Recording](#), for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation ([section 4.4.3, Provide Administrative Training](#)).

3.1.9 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoicePermits system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.1.10 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool ([section 4.2, Software](#)). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.1.11 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the permitting database.

3.1.12 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoicePermits uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool ([section 4.2, Software](#)), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.



3.1.13 Set Maximum Message Length

The VoicePermits application allows callers to leave messages for inspectors. By setting the maximum message length, the system administrator can determine a specific amount of time for messages. While messages can be any length, Selectron Technologies recommends that they be no longer than the automatic default of five minutes.

3.1.14 Define Schedule Days

The VoicePermits application offers callers a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool ([section 4.2, Software](#)). The Customer's business rules determine how many days forward VoicePermits will offer callers.

3.1.15 Maintain Inspector Names and Contact Numbers

In order for the speak inspector information ([section 2.1.2.11, Speak Inspector Information](#)) and Who's My Inspector Outbound Notification ([section 2.5.2.4, Outbound Notify: Who's My Inspector Notification](#)) functionality to perform as defined, VoicePermits includes an audio file for each inspector's name. These audio files must remain current to ensure that an audio recording exists for every inspector. With the Professional Voice Recording module, Selectron records all inspector names prior to system implementation. Additionally, if the Customer maintains an active support and maintenance plan, Selectron updates the list of audio files on a quarterly basis. Between quarterly updates, the Customer can record inspector names using the Administration Tool and a telephone ([section 3.1.8, Record Prompts and Responses](#)).

Additionally, the Customer must ensure that the relevant inspector name and phone number information remains current in the permitting system.

3.1.16 Maintain Inspection Conditions

Selectron configures inspection conditions for each inspection type prior to system implementation ([section 2.1.2.4, Modify Inspection Conditions](#)). System administrators must update conditions as necessary when business rules affecting condition logic change.

3.1.17 Determine Inspection Groups

After initial implementation, the Customer is responsible for determining the Inspection Groups used for VoicePermits' Limit Inspections module. Inspection Groups are created using the Administration Tool ([section 4.2, Software](#)). Inspection Groups consist of a series of inspection types that are sub-sets of the defined group. The group could contain directly related inspection types (i.e., all plumbing inspections could be grouped under Plumbing) or specific inspections requiring limitations could be placed within their own group (i.e. a rough plumbing inspection type might need limitation, while all other plumbing inspections might not).

Selectron Technologies' Project Manager assists the Customer with the initial group configuration.



3.1.18 Maintain Inspection Prerequisites

The System administrator is responsible for adding, editing, and deleting VoicePermits' inspection prerequisites using the Administration Tool ([section 4.2, Software](#)). When inspection prerequisites are added, the system administrator must also record corresponding system prompts ([section 3.1.8, Record Prompts and Responses](#)). Selectron Technologies assists the Customer with the initial prerequisite configuration.

3.1.19 Maintain Inspection Limitation

When VoicePermits' Limit Inspections module is implemented, system administrators are responsible for setting inspection limits for each designated inspection group. Additionally, the Customer can configure the permitting database polling schedule using the Administration Tool. VoicePermits regularly polls the permitting database to determine inspection availability.

If the Customer is using another vendor's product to schedule inspections on the web, the Customer is responsible for ensuring that the inspection limit is respected.

3.1.20 Verify Inspection Availability

When VoicePermits' Limit Inspections module is implemented, the Customer's staff must monitor the Inspection Calendar web page prior to scheduling inspections in the permitting database. If inspection availability is not checked, the daily inspection limit may be exceeded.

To view the Inspection Calendar web page, staff members need Microsoft Internet Explorer® 5.0, Mozilla Firefox™ 1.0, or newer, with access to the Customer's intranet.

3.1.21 Maintain Correction Codes

The system administrator is responsible for adding, editing, and deleting VoicePermits' correction codes using the Administration Tool ([section 4.2, Software](#)). When correction codes are added, the system administrator must also create a corresponding recording of the description to be played back to callers ([section 3.1.8, Record Prompts and Responses](#)). Selectron Technologies assists the Customer with the initial code configuration.

When Professional Voice Recording is implemented, prompt recording for correction codes is done prior to system delivery. The Customer is responsible for recording any subsequent correction code prompts. Selectron Technologies offers additional prompt recording of correction codes on a time and materials basis.

3.2 WebPermits

The tasks listed in this section apply to the WebPermits application.



3.2.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 2 lists the reports available with this implementation.

Table 2 System Reports

Report	Definition
System Usage	Web sessions initiated by day for selected date range
System Usage by Hour	Web sessions initiated by hour for selected date range
Action Report	Number of times a web page was selected for specified date range
Web Activity Details	Displays all actions that a user made during a web session
Payment Detail Report	Payment type with date, time, utility account numbers, and Confirmation numbers
Web Activity Details	Displays all actions that a user made during a session

3.2.2 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password WebPermits uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool ([section 4.2, Software](#)), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.2.3 Define Schedule Days

The WebPermits system offers citizens a specific number of days ahead for inspection scheduling. The system administrator can set the number of available days using the Administration Tool ([section 4.2, Software](#)). The Customer's business rules determine how many days forward WebPermits offers citizens. WebPermits uses the same scheduling configuration as VoicePermits and this setting only needs to be set once for both applications.

3.2.4 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts and editing account access levels. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can



be set using the Administration Tool ([section 4.2, Software](#)). Administrator accounts are for both the VoicePermits and WebPermits applications.

3.3 VoiceCourt

The tasks listed below apply to the VoiceCourt application.

3.3.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 3 lists the reports available with this implementation.

Table 3 System Reports

Report	Definition
System Usage	Calls received by day for selected date range
System Line Usage	Calls received by line for selected date range
System Usage by Hour	Calls received by hour for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Action Report	Number of times the application functions were selected for selected date range
Payment Detail Report	Payment type with date, time, court account numbers, and Confirmation numbers
Fax Activity Report	Fax status, document, date, time, and number
Email Activity Report	Date sent, document type, confirmation number, and account/citation number

3.3.2 Set Operator Transfer Extension

By setting the operator transfer extension, system administrators can determine where VoiceCourt transfers calls. Calls can be transferred to different extensions depending on the time of day and what type of information the caller is requesting. Operator transfer settings are managed using the Administration Tool ([section 4.2, Software](#)).



3.3.3 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.3.4 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoiceCourt. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation ([section 4.4.3, Provide Administrative Training](#)).

3.3.5 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).

3.3.6 Add New Streets

As new streets are added to the Customer's jurisdiction, the system administrator should add them to the VoiceCourt application; this ensures that appropriate responses are played to caller inquiries. Adding new street names and words requires two steps: creating the file in the Administration Tool ([section 4.2, Software](#)) and then recording the name or word using the telephone.

3.3.7 Record Prompts and Responses

New street words, codes, or system prompts need to be recorded. Recording prompts and responses creates an audio file for use by VoiceCourt during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts.

When purchasing Professional Voice Recording, all system prompts (including call flow) are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to [section 2.3.2.2, Professional Voice Recording](#), for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation ([section 4.4.3, Provide Administrative Training](#)).

When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language.

When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts (including call flow) are translated and recorded in Spanish prior to installation. Street names and non-system prompt and message types are not included and require Customer translation and recording. Refer to [section 2.3.2.2, Professional Voice Recording](#), for a list of non-system prompts and messages.



3.3.8 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the VoiceCourt system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.3.9 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool ([section 4.2, Software](#)). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.3.10 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the court database.

3.3.11 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password VoiceCourt uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool ([section 4.2, Software](#)), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.3.12 Maintain Warrant Options

Selectron configures warrant options logic for each case type prior to system implementation ([section 2.3.1.4, Warrant Options](#)). System administrators must update conditions as necessary when business rules affecting condition logic change.

3.4 WebCourt

The tasks listed in this section apply to the WebCourt application.

3.4.1 Run System Reports

System administrators can generate, view, save, and print system usage reports using Microsoft Internet Explorer® 5.0, Mozilla Firefox 1.0, or newer, with access to the Customer's intranet. Reports can be saved as PDF files from the browser.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.



Table 4 lists the reports available with this implementation.

Table 4 System Reports

Report	Definition
System Usage	Web sessions initiated by day for selected date range
System Usage by Hour	Web sessions initiated by hour for selected date range
Action Report	Number of times the application functions were selected for selected date range
Payment Detail Report	Payment type with date, time, court account numbers, and Confirmation numbers

3.4.2 Set Payment Processing Guidelines

Setting payment processing guidelines consists of updating the password WebCourt uses to securely interface with the payment vendor and directing how the interactive solution processes payments from callers. Using the Administration Tool ([section 4.2, Software](#)), the system administrator can update the payment vendor password, change credit card authorization options, and test payment processing.

3.4.3 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts and editing account access levels. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)). Administrator accounts are for both the VoiceCourt and WebCourt applications.

3.4.4 Provide Spanish Translation

WebCourt includes the framework for Spanish language web pages ([section 2.4.2.1, Spanish Language](#)). The Customer should furnish translations of page content to replicate the English pages in the corresponding Spanish pages.

3.5 Outbound Delivery Services

The tasks listed below apply to the Outbound Delivery Services application.

3.5.1 Run Outbound Reports

System administrators can run Outbound reports by using the browser-based Outbound Tool ([section 4.2, Software](#)). Reports can be generated, viewed, saved, and printed using Microsoft Internet Explorer® 5.0, Mozilla Firefox™ 1.0, or newer, with access to the Customer's intranet. Depending on configuration, Outbound reports



detail the phone number called, fax number called, e-mail address used, and connection status.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 5 lists all available Outbound reports.

Table 5 Outbound Reports

Report	Definition
System Usage	• Calls sent by day for selected date range • Faxes sent for selected date range • E-mails sent for selected date range
System Line Usage	• Calls sent by line for selected date range • Faxes sent by line for selected date range • E-mails sent by line for selected date range
System Usage by Hour	• Calls sent by hour for selected date range • Faxes sent by hour for selected range • E-mails sent by hour for selected range
Statistic Report	Total number of calls, the success level of each call, and the choices recipients made during the calls; searchable by date range, campaign name, campaign type, and customer ID
Activity Report	All successful and unsuccessful calls for a date range; searchable by date range, campaign name, campaign type, and customer ID

3.5.2 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for the interactive solution. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).



3.5.3 Set Outbound Campaign Guidelines

When initiating outbound campaigns, the Customer must configure campaign delivery methods in the Outbound Tool. Configurable options include date and time to initiate campaigns and process guidelines for all applicable delivery methods. For notifications to function properly, customer contact information must be entered into the application database(s). Notification guidelines are determined during the call flow process ([section 5.1.1.4, Provide Configuration Assistance](#)).

3.5.4 Create and Import Broadcast List for Outbound Campaigns

Typically, notifications pull information directly from the Customer's application database(s). However, if a database is unavailable, a broadcast list containing citizen contact information, as well as pertinent citizen data can be loaded into the system.

3.5.5 Record Prompts and Responses for Notifications

Recording prompts and responses creates an audio file for use by Outbound Delivery Services during a notification call campaign. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, a system administrator can call the system to record the missing prompts. When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language.

3.5.6 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the Outbound Delivery Services system. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

3.5.7 Define Fax Template Location

When callers request faxes, the information is sent in a pre-determined template. The Customer is responsible for creating a template in RTF format and uploading it using the Administration Tool ([section 4.2, Software](#)). Each implemented module with faxing functionality may require a separate template. Selectron Technologies' Project Manager assists the Customer in determining the number of templates required to ensure system functionality.

3.5.8 Assign E-mail Field

In order for callers to receive an electronic copy of information, the Customer must assign a field to hold the e-mail address in the application database(s).

3.6 CommunitySelect

The tasks below apply to the CommunitySelect application.

3.6.1 Run Reports

The CommunitySelect Manager includes a suite of reports which allows staff to observe system usage and aids in system maintenance. Additionally, the CommunitySelect Manager can access web-based system reports that include further usage



information. The web-based reports are compatible with the Microsoft Internet Explorer® 5.0 or Mozilla Firefox 1.0 browsers, or newer versions. Reports can be exported to standalone files - in general, PDF and/or Microsoft Excel formats.

System administrators can also configure reports for automatic delivery to designated e-mail addresses. Auto-delivery frequency options include monthly, weekly, and daily.

Table 6 lists the reports available with this implementation of CommunitySelect.

Table 6 CommunitySelect Reports

Report	Definition
Tree View	Printable list of nodes currently in use
Document List	List of all documents accessible by CommunitySelect (for example, for faxing)
Activities	Usage report identifying how often each node has been accessed by callers
Shortcuts	List of all shortcut sequences currently used by CommunitySelect
Prompt Report	List of all shortcut sequences currently in use

System Reports	Web-based Reports
System Usage	Calls received by day for selected date range
System Usage By Hour	Calls received by hour for selected date range
System Line Usage	Calls received by line for selected date range
System Statistics	Displays consolidated usage information, including time in use and call time information
Fax Activity Report	Fax status, document, date, time, and number
E-mail Activity Report	Date sent, document type, confirmation number, and account number

3.6.2 Control Administrative Access

The system administrator is responsible for creating and deleting administrative accounts, editing account access levels, and changing the prompt recording access PIN for CommunitySelect. Access levels can be set to only allow reporting capabilities or to allow full administrative access. Administrative access can be set using the Administration Tool ([section 4.2, Software](#)).



3.6.3 Record Prompts and Responses

New spoken prompts, such as informational messages or menu options, need to be recorded. Recording prompts and responses creates an audio file for use by CommunitySelect during a call. Each word or phrase has a unique identifying number that is used in recording. After a report is generated showing the number of unrecorded prompts, the system administrator can call the system to record the missing prompts.

When the Professional Voice Recording module is purchased with CommunitySelect, all system prompts and informational messages are recorded prior to system delivery. However, non-system prompt types and messages must be recorded by the Customer; refer to [section 2.6.6, Professional Voice Recording](#), for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation (section [section 4.4.3, Provide Administrative Training](#)).

When the Spanish Language module is implemented, recording and translation of prompts from English to Spanish is the Customer's responsibility. Dates, numbers, ordinals, currencies, and letters are already translated to the proper language. When Professional Voice Recording has been implemented in conjunction with the Spanish Language module, all system prompts (including call flow) are translated and recorded in Spanish prior to installation. Street names and non-system prompt and message types are not included and require Customer translation and recording. Refer to [section 2.6.6, Professional Voice Recording](#), for a list of non-system prompts and messages.

3.6.4 Set Office Hours and Holidays

When office hours and holidays have been set, the system checks against the office hours and holiday schedule to determine the correct action when transferring calls.

3.6.5 Append an Optional Greeting

Appending an optional greeting instructs the system to play an additional greeting message when callers access VoicePermits. The optional greeting can be used to inform callers of changes in office hours or upcoming holidays. System administrators are responsible for recording the optional greeting. Training on how to record prompts and responses is provided during system installation ([section 4.4.3, Provide Administrative Training](#)).

3.6.6 Monitor System Status

Using the system monitor, the Customer's system administrator can view the status of the CommunitySelect interactive solution. The status of each line is displayed, complete with the actions (if any) that are currently taking place.

4.0 Deliverables

This section details the hardware, software, and services included in system implementation.

4.1 Hardware

Refer to Appendix A, **Hardware Specifications**, for details regarding hardware provided with the interactive solution.



No additional hardware is provided with web functionality. However, the Customer is responsible for providing a web server ([section 5.2.2.8, Provide Web Server](#)).

4.2 Software

4.2.1 Selectron Technologies Software

The interactive solution's server (Appendix A, [section B.1, Server](#)) has the following Selectron Technologies' software installed:

- VoicePermits application software
- VoiceCourt application software
- Outbound Delivery Services engine
- CommunitySelect Manager software
- Credit Card Payment Processing software
- SmartDelivery software

In addition to the software listed above, the base system includes two licenses for the Administration Tool. The Customer uses this software to remotely define user-configurable settings in the interactive solution. One license is pre-installed on the server (Appendix A, [section B.1, Server](#)); the second license allows the Customer to install the Administration Tool on a workstation. Additional Administration Tool licenses can be purchased.

Outbound Delivery Services requires an additional, browser-based Outbound Tool. With this tool, users can remotely define user-configurable settings for Outbound Delivery Services. This browser-based tool may be used from any computer on the Customer's intranet. From outside the network, the Customer's staff may connect to the Outbound Tool via a VPN connection.

The following software is delivered and installed on the Customer's web server:

- WebPermits application software
- WebCourt application software

4.2.2 Third-Party Software

The interactive solution's server has the following third-party software installed:

- Microsoft® SQL® Server 2005 Express Edition with Advanced Services SP1 (embedded, run-time edition; not for use with any other product)
- Symantec® pcAnywhere® remote access software
- Microsoft Visual C#®
- Microsoft SDK 5.1 for Windows®

The following software is delivered and installed on the Customer's web server:

- Symantec pcAnywhere remote access software



4.3 Permitting System Interface

Selectron builds the interface between the interactive solutions and the Customer's Hansen permitting system. Selectron assumes that Customer personnel will be available for consultation during interface development in order to ensure that Selectron fully understands the Customer's system configuration and relevant business rules.

4.4 Installation and Training

Selectron Technologies provides two days of on-site installation, testing, and training for each phase of the interactive solution. The amount of on-site training and installation days increases when the interactive solution has more than one application installed. The pricing information provided in the Quote assumes a maximum of two (2) onsite trips to support a two-phased approach to installing all interactive systems described in this document. If the Customer chooses to phase the solution beyond the agreed upon two-phased schedule, additional time and materials costs may apply.

4.4.1 Test and Install System Server

On the first on-site day, an Installation Specialist installs the interactive solution's server and performs any necessary configuration. Once installed, the Installation Specialist tests the interactive solution to ensure all included applications are functioning properly (refer to [section 2.0, Functionality](#), for a list of all included applications).

The Installation Specialist installs the web application(s) on the Customer's web server. Refer to [section 5.2.2.8, Provide Web Server](#), for web server specifications.

4.4.2 Test Credit Card Payment Functionality

Test transactions are run to verify the interface between the Payment Processing software modules with the vendor selected for payment processing.

4.4.3 Provide Administrative Training

Training for the system administrator occurs on the second day of the Installation Specialist's visit. Training also includes guidance on how system administrators can train additional staff.

Training for non-system prompt recording is also provided (refer to [section 2.1.2.8, Professional Voice Recording](#), for a list of non-system, VoicePermits prompts)(refer to [section 2.3.2.2, Professional Voice Recording](#), for a list of non-system, Voice-Court prompts)

4.4.4 Interface Upgrades

After the initial implementation of the interactive solution, the application database vendor may release new updates to their application or its interface (API) that enable previously unavailable standard functionality described in this document. Implementing these features in a completed interactive solution with an upgraded application or interface will normally require professional services outside the scope of this document.



4.5 Documentation

A hard copy of the Administration Manual for each included application is delivered with the server. Additionally, an electronic version of each manual is provided in PDF format (refer to [section 2.0, Functionality](#), for a list of included applications).

4.6 Support

Selectron Technologies' interactive solution has been thoroughly tested to ensure that the performance and functionality described in this document is accurate. The solution's software and hardware components are dependent on many services and applications within the Customer's operating environment that can impact system performance. While the interactive solution is designed to minimize performance interruptions, from time to time they will occur. Once notified of an interruption, Selectron's Customer Support Service begins troubleshooting the issue, with the objective of returning the system to full functionality as quickly as possible.

Refer to your Service Agreement, or [section 5.1.3, On-going System Maintenance](#), of this document, for more information regarding services provided with the interactive solution.

4.6.1 ProMonitor

This interactive solution includes subscription to Selectron's ProMonitor system monitoring service. The ProMonitor services initiates proactive calls to the Customer's interactive voice response solutions to verify that the system is answering calls and that connectivity exists between the IVR and application database(s). If ProMonitor detects problems, the system alerts Selectron personnel and/or Customer personnel based on a defined escalation path.

ProMonitor is renewable on an annual basis.

5.0 Responsibilities and Requirements

5.1 Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding system implementation and maintenance.

5.1.1 Pre-Installation

5.1.1.1 Provide Project Management

Selectron Technologies assigns a Project Manager to the system implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

5.1.1.2 Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the implementation process:

- Implementation Questionnaire- identifies the Customer's functional needs and is used to create an implementation timetable. Each applica-



tion included with this implementation has its own questionnaire (refer to [section 2.0, Functionality](#), for a list of included applications).

- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and permitting database, prior to system delivery and installation, to allow for complete system testing. Refer to [section 5.2.1.7, Provide Remote Network Access to Permitting Database](#), for more information.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and court database, prior to system delivery and installation, to allow for complete system testing. Refer to [section 5.2.1.8, Provide Remote Network Access to Court Database](#), for more information.
- Implementation Timetable- details project schedule and details all project milestones.
- Pre-Install Checklist- prepares the Customer's staff for system installation. Once the checklist is completed and returned, the Project Manager schedules the on-site installation.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- System Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

5.1.1.3 Develop Call Flow

The Project Manager works with the Customer to develop and complete the call flow design. Software development cannot begin until the call flow design is completed and approved by the Customer. During this period, the Project Manager also works with the Customer to complete the notification call flow.

5.1.1.4 Provide Configuration Assistance

The Project Manager assists the Customer with the configuration of user-defined options. These options include:

- Setting Expiring and Expired Permits Notification guidelines
- Deciding which vendor to use for payment processing.
- Determining whether or not VoicePermits should prevent callers from taking certain actions when fees are owed.
- Defining initial inspection groups for VoicePermits' Limit Inspections module.

5.1.1.5 Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and hardware prior to delivery, ensuring system functionality.

5.1.1.6 Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is developed using Adobe® InDesign® CS2



and is provided to the Customer in PDF format (original InDesign files are provided upon request).

Marketing collateral is adapted to the Customer's jurisdiction. Selectron Technologies' Project Manager assists the Customer in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Interactive solution's phone number
- Jurisdiction logo (preferably in EPS format)
- Jurisdiction address
- Name of the interactive solution, if Selectron branding is not utilized
- Included modules and functionality
- Additional contact/informational phone numbers
- Inspection codes
- WebPermits web address
- WebCourt web address

The templates are adapted to fit the Customer's jurisdiction using the information from the above list. The Customer is able to review the material to ensure information accuracy. If errors exist, the marketing materials are emended to display the correct information. Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

5.1.2 Installation

Selectron Technologies provides two days of on-site installation, testing, and training for the interactive solution. Refer to [section 4.4, Installation and Training](#), for additional information.

5.1.3 On-going System Maintenance

Selectron Technologies' support plan includes repair or replacement of any failed hardware or software component, a toll-free support line, and dial-in technical support for the solution. Refer to the Contract for more information.

5.2 Customer

This section outlines the Customer's system implementation and maintenance requirements.

5.2.1 Pre-Installation

5.2.1.1 Return Implementation Questionnaire

Selectron Technologies' Project Manager provides the Customer with an implementation questionnaire ([section 5.1.1.2, Provide Documentation](#)). The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable. Each application included



in the interactive solution has a separate implementation questionnaire. Refer to [section 2.0, Functionality](#), for a list of all included applications.

5.2.1.2 Determine System Connection

Prior to system implementation, Selectron Technologies' Project Manager assists the Customer in determining how the interactive solution will be implemented—whether the system connects using standard, analog phone lines, a T1 line, ISDN (Integrated Digital Services Network), or VoIP (Voice over Internet Protocol). At times, these methods may incur differing costs (including such items as hardware, telephony professional services, or special installation services). The Project Manager will detail such special considerations as part of choosing the connection method. Once determined, and hardware has been purchased, changes to the connection configuration shall incur additional charges.

Refer to the item in the list below for more details on the requirements pertaining to connection methods:

- **Analog** For a traditional, analog implementation of the interactive solution, one phone line per port must be provided and installed by the Customer. Phone lines must be part of a hunt group; Selectron Technologies strongly suggests that the Customer configure a terminal hunt group, which helps determine line usage.
- **T1** If the Customer chooses a T1 line installation, a station-side line is required to connect the interactive solution's server to the PBX (Private Branch eXchange).
- **ISDN** When the Customer chooses to implement the interactive solution with an ISDN (Integrated Digital Services Network) system, full functionality may be dependent upon the feature set supported by the ISDN circuit provider.
- **VoIP** If the Customer chooses to implement the interactive solution with a VoIP (Voice over Internet Protocol) system, full functionality may not be available. VoIP is a developing technology in which standards, protocols, and integration methods are not yet mature. To ensure full functionality, analog lines are often used to connect the interactive solution to the Customer's VoIP switch via a gateway device (which is not included with the interactive solution). This gateway device must support all necessary functions required of the switch (such as transfers).

The Customer is responsible for ensuring that the VoIP system is configured correctly to allow full functionality of the interactive solution. Full functionality may require additional third-party hardware and services, which are the responsibility of the Customer. Additional integration services are provided by Selectron Technologies' Project Manager and development team as part of the implementation process.

If the Customer is upgrading a Selectron interactive solution to a VoIP environment, an additional license fee is required to upgrade to the latest version of the Syntellect CT ADE toolkit.



5.2.1.3 Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions

VoicePermits Data:

- Inspection result codes and descriptions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme
- Inspection group designations

VoiceCourt Data:

- Case codes and descriptions
- Validations used for receiving payment on a citation
- Case numbering scheme
- Case types and descriptions

5.2.1.4 Define Permitting System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined permitting system and interface (API) specifications. If the permitting system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and permitting system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.

5.2.1.5 Define Court System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined court system and interface (API) specifications. If the court system and interface are being developed in conjunction with the interactive solution, Selectron Technologies works with the Customer and court system vendor to define system specifications. The specifications must be completely defined prior to starting development on the interactive solution. Any subsequent changes to the defined specifications during development are billable on a time and materials basis.



5.2.1.6 Approve Call Flow

The Customer is responsible for approving the call flow design developed by Selectron Technologies' Project Manager. Once the call flow design has been approved, software development begins. This also includes the call flow for implemented notifications.

5.2.1.7 Provide Remote Network Access to Permitting Database

In order to fully test the interactive solution, Selectron Technologies requires access to the permitting database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements ([section 5.1.1.2, Provide Documentation](#)). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the permitting database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5.2.1.8 Provide Remote Network Access to Court Database

In order to fully test the interactive solution, Selectron Technologies requires access to the court database prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements ([section 5.1.1.2, Provide Documentation](#)). If remote access is not granted, the Customer should inform the Project Manager immediately.

While system installation can be successful without prior access to the court database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

5.2.1.9 Acquire Payment Processing Services

To enable credit card payment processing, the Customer must acquire the payment processing services of a third-party vendor. The Customer is encouraged to discuss different options with their Selectron Technologies' Project Manager.

5.2.1.10 Translation of Fax and/or E-mail Templates into Spanish

When the Spanish Language module is implemented, the Customer is responsible for the translation of all applicable fax and e-mail templates into Spanish.

5.2.1.11 Determine Web Application Appearance

To create web application² web sites that complement the Customer's current website, colors for the background, buttons, and text can be chosen. The colors should be submitted in a hexadecimal format. Additionally, space is provided for the Customer's logo or a header and footer. The logo, header, and footer must be provided to Selectron Technologies in either a GIF or JPEG format. When submitting a logo, it should be no larger than 2.5" wide and 2"

2. "Web application" refers to each interactive web solution included in this implementation (i.e., WebPermits, WebCourt, etc.).



(250 pixels x 75 pixels) high. Headers and footers should be no larger than 7" wide and 2" (700 pixels x 75 pixels) high.

5.2.1.12 Define Web Site Links

Up to four links on each web application's site are provided for the Customer's use. These links could be used by web site visitors to access the Customer's privacy policy, terms of service, and/or contact information. Whatever the Customer chooses, the destination point for each link is provided to Selectron Technologies in accordance with the implementation process.

5.2.1.13 Confirm Pre-Install Tasks

Selectron Technologies' Project Manager provides the Customer with a pre-installation checklist (refer to [section 5.1.1.2, Provide Documentation](#)). Once the checklist is completed and returned, the Project Manager schedules the on-site installation.

5.2.2 Installation

5.2.2.1 Provide Installation Assistance

The Customer must ensure that telephony and network staff are available, or on stand-by, to assist with Selectron Technologies' Installation Specialist, if needed.

5.2.2.2 Provide Permitting Database Access

The interactive solution's server must have access to the permitting database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the permitting database; these licenses are the Customer's responsibility.

5.2.2.3 Provide Court Database Access

The interactive solution's server must have access to the court database and must be allowed access as a user on the database. The server may require additional licenses in order to have full access to the court database; these licenses are the Customer's responsibility. In addition, the Customer must purchase and implement the court database's interface.

5.2.2.4 Provide Network Access

The interactive solution's server must have network access via a 10/100 connection and a fixed IP address.

5.2.2.5 Provide Remote Access

Remote access to the interactive solution's server should be provided to Selectron Technologies' staff for development and technical support. There are multiple options for how to set up remote access—Selectron Technologies' Project Manager helps the Customer choose a solution that best fits the situation.

5.2.2.6 Configure Telephony Environment for CTI

In order to enable computer-telephony integration (CTI) functionality (screen pop), the Customer must ensure that its telephony environment is compatible



with the Sytellect CT Connect software. While many switches support CT Connect natively, it is the Customer's responsibility to verify support and perform any configuration necessary.

5.2.2.7 Install Phone Lines

Depending upon the telephony environment the Customer chooses, the process for connecting the interactive solution varies ([section 5.2.1.2, Determine System Connection](#)). The Customer (and, if necessary, the Customer's phone system provider) ensures that all necessary lines and/or components are installed and configured to allow integration with Selectron's interactive solution.

5.2.2.8 Provide Web Server

Each web application is installed on the Customer's web server. The web server must have the following applications installed and properly configured to operate on the server:

- Microsoft Windows Server™ 2000 (or later)
- Microsoft Internet Information Services (IIS) 5.0 (or later)
- Microsoft .NET Framework 2.0

The Customer is responsible for the installation and configuration of the listed applications. If necessary, Selectron Technologies can provide consultation and assistance on a time and materials basis.

5.2.2.9 Provide Web Server Administrative Access

Selectron Technologies requires an OS (Operating System) administrative account on the Customer's web server in order to properly install each web application. During installation, web application files are placed into the Windows system folder. If an OS administrative account is unavailable for use by Selectron Technologies, a Customer staff member with administrative access must be available to assist with the installation.

5.2.2.10 Resolve Domain Name

The Customer must ensure that the Fully Qualified Domain Name (FQDN) is resolved for each installed web application. The FQDN is a name that uniquely identifies a host system in the Customer's DNS (Domain Naming System) hierarchy. For example, a system called court1 in the Selectron domain would have an FQDN of court1.selectron.com.

5.2.2.11 Purchase Web Security Certificate

When web functionality has been implemented, the Customer must purchase and install a Secure Sockets Layer (SSL) certificate for each web application installed. The SSL certificate is an encryption key and secures transactions between citizens and the web application. The banking industry requires that a 128-bit SSL certificate is used for payment processing. This certificate must be installed after the installation of the web application and before the system goes live.



5.2.2.12 Confirm Service Functionality

The Customer has 60 calendar days after on-site installation to verify the functionality of the interactive solution. Within the 60-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan ([section 5.1.1.2, Provide Documentation](#)). Additionally, the System Acceptance Sign-off form ([section 5.1.1.2, Provide Documentation](#)) must be sent to Selectron Technologies' Project Manager within this period.

5.2.3 On-going System Responsibilities and Requirements

5.2.3.1 Provide Remote Access

Remote access to the interactive solution's server must be provided to Selectron Technologies staff for development and technical support. Remote access can be set up using a VPN (Virtual Private Network) or IP (Internet Protocol) pinhole— Selectron Technologies' Project Manager assists the Customer in choosing a solution that best fits the situation.

Additionally, Selectron Technologies requires a variety of access accounts to the Customer's network and databases/systems. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the following accounts are modified:

- VPN account and password (if applicable)
- Network account and password for the interactive solution
- Permitting database accounts and passwords for the interactive solution
- Court database accounts and passwords for the interactive solution
- Permitting system accounts and passwords for the interactive solution
- Court system accounts and passwords for the interactive solution
- pcAnywhere account and password (or other third-party remote access software)
- IP address of the permitting database server
- IP address of the court database server
- Group user account and password (Cisco® users only)

5.2.3.2 Provide Web Server Access

While updates for each web application can be developed and tested on the interactive solution's server, Selectron Technologies requires access to the web server in order to implement the updates. There are multiple options for transferring data between the servers; Selectron Technologies' Project Manager assists the Customer with choosing a solution that best fits the situation.

5.2.3.3 Enable Web Site Access

A link to the each web application's site must be provided by the Customer, enabling citizen access. The link can be set at the Customer's current home page and/or any other useful points within the Customer's web site.



5.2.3.4 Provide Web Application Security

Each web application is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures and implements no further security infrastructure.

5.2.3.5 Perform Regular System Backups

The Customer is responsible for including the interactive solution's server in regular system backup procedures.

5.2.3.6 Maintain Server Environment

The interactive solution's server should reside in an environment that meets acceptable, industry-standard hardware maintenance protocols. If adequate conditions are not maintained and/or the server sustains physical damage due to misuse, the Customer is responsible for server replacement.

5.2.3.7 Provide Security

The interactive solution is designed to operate within the Customer's secure network environment. Specifically, the software relies on the Customer's security measures; no further security infrastructure or anti-virus software is implemented.

6.0 Disclaimers

Selectron Technologies will make every effort to ensure that the performance and functionality described in this document is accurate. However, due to potential, uncontrollable circumstances (e.g., down phone lines, software bugs and/or malfunctions, external hardware problems related to communication lines, etc.), Selectron Technologies must offer the following disclaimer.

6.1 Outbound Delivery Services

Outbound Services are intended to create additional methods of communication to the Customer's end user in support of existing processes. These services are not intended to replace all interaction with Customer's end user or become critical path. While the Outbound Services have been created with the best available tools and practices, they are dependant on infrastructure that is inherently not fail-proof - software, computer hardware, network services, telephone services, e-mail, etc. Examples of situations that could cause failure include: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions, etc. For this reason; while Outbound Services are valuable in providing enhanced communication; they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature and understands that it is giving up in advance any right to sue or make any claim against Company if Customer, or Customer's end users, suffer injury or damage due to the failure of Outbound Services to operate, even though Customer does not know what or how extensive those injuries or damages might be.



Appendix A: Hardware Specifications

A. Overview

This addendum to the Statement of Work details the interactive solution's hardware specifications.

B. Hardware

B.1 Selectron Technologies Provided Server

The hardware delivered for this solution includes:

- Two (2) HP ML350 servers. This is an upgraded rack-mountable server with RAID 5 with SAS drives, three (3) GB RAM, redundant power supply, and redundant fans. A KVM (keyboard, video, mouse) switch can be requested, if required by the Customer.
- One (1) HP DL380 G6 server. This thin-line, rack-mountable server has RAID1 with SAS drives and three (3) GB RAM. A rack mount adapter is available with the server; the conversion kit requires 2u. A KVM (keyboard, video, mouse) switch can be requested, if required by the Customer.

Selectron Technologies reserves the right to select a different server at any point prior to system installation, provided that it is also optimized for the interactive solution.

B.1.1 Return of Hardware

In the event that replacement hardware is required, the original hardware must be returned to Selectron Technologies. Situations requiring the return of replaced hardware include but are not limited to: hardware upgrades, server exchanges, and installation of a single shared application server that replaces a multiple server, multiple application environment.

Pricing provided in the purchase of replacement or upgraded hardware reflects a discount for returning the current hardware. Following the go-live of the new interactive solution, the replaced hardware (including server(s) and all other replaced hardware components) must be returned to Selectron Technologies. Shipping costs for the return of the hardware are the responsibility of Selectron Technologies.

If the Customer chooses to retain the original hardware, the Customer is not eligible for the discount on replacement hardware listed in the Quote.

B.2 Customer Provided Server

If the Customer requires another server, other than the one provided with the interactive solution ([section B.1, Selectron Technologies Provided Server](#)), Selectron Technologies must be notified immediately during the initial phase of project implementation. It is the Customer's responsibility to provide an adequate replacement that meets Selectron Technologies' Customer Provided Server Policy requirements. If a dual-processor server is provided by the Customer, additional license fees are required due to third-party licensing agreements. A dual-processor server is not required for the system.



B.3 Voice Board

The interactive solution includes thirty-two (32) licensed ports, sixteen (16) allocated for VoicePermits and sixteen (16) allocated for VoiceCourt. Selectron Technologies may install a voice board with a larger port capacity, but all additional ports require a purchased license for use.

With a VoIP system, no voice board is installed; instead the interactive solution uses the server's network card. The number of licensed ports remains the same. Additionally, with a VoIP solution the server's memory is increased to 4 GB.

B.4 Fax Board

Because this solution integrates with the Customer's existing fax server, no fax ports are required or provided.



**ATTACHMENT 2
LICENSED PRODUCT SCHEDULE**

Licensed Product name, version and description	VoiceCourt/Web Court & VoicePermits/Web Permits, Version 4 Interactive Voice Response & Interactive Web Response solutions for Court and Building
Specified environment (i.e. NT, Windows, Unix, version no., etc.)	Operating System: Windows 2003 Hardware Platform: Hewlett Packard Other:
License type and number of licenses (i.e. server- based, CPU, site, user/seat-based, named, concurrent, etc.)	Type: Port & Module based Number:16 for each application – Court & Building
License Fee	Executable Code License Fee: \$
Product deliverable form	Executable Code: Included Source Code: Escrow
Installation date	To be determined
Payment terms	Net 30 days
Warranty period	To be determined
Maintenance term begins	To be determined
Support and Maintenance Services (Acceptance Testing Period, Training and Implementation)	Included in initial price
Support and Maintenance Services (Initial Year)	Included in initial price
Development Services Period	As indicated in Statement of Work
Acceptance Testing Period	Sixty (60) days after installation
Training and implementation period	Thirty (30) days after Acceptance Testing Period
Training required	Yes
Acceptance date	Upon completion of Acceptance Testing Period, Training and Implementation
Delivery method	Electronic

ATTACHMENT 3 ASSOCIATED SERVICES BY TASK

Company shall provide to the City the following software development/integration services:

Task 1: Refer to Attachment 1 "**Statement of Work**" for a list of tasks required for the implementation of the Licensed Product.

Task 2: Installation

Company will provide all on-site services necessary to install each Licensed Product, by the installation date agreed to by both parties.

Task 3: Training Services

Company will provide the City training in the use and operation of each Licensed Product to the extent set forth in the Licensed Product Schedule. Any fees associated with this training will be at the Company's expense.

ATTACHMENT 4 SUPPORT AND MAINTENANCE PROGRAM

Support and Maintenance Program

1. *City's option.* Support and Maintenance Program shall never be structured in a way that links usage or license rights granted herein to Support and Maintenance Program. Support and Maintenance Program is an option, to be acquired at sole option of the City. The City shall have the right to cancel Support and Maintenance Program at any time, at its option, during the term of the Contract. Cancellation of Support and Maintenance Program by the City will not in any way affect this Contract and the rights granted herein (including but not limited to its perpetual license right). The Company shall hereafter provide full Support and Maintenance Program to the City at the City's request, at the prices specified in B-3 (Prices/Costs).
2. *Errors.* Among the Technical Support Services to be provided, the Company will employ its best efforts to cure any error which causes a Licensed Product to fail to operate in accordance with the response times identified below.
3. *Support and Maintenance Program Details.*
 - a. Telephone Support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday).
 - b. Use of Company's Toll Free Number
 - c. On-Line technical diagnostic support
 - d. Software correction upgrades
 - e. 1 business day relief goal
 - f. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
 - g. Development work necessary to support standard version updates to your Host database (i.e. land management software, utility billing software, etc...) and back-end database. This requires two (2) weeks notice prior to planned system upgrade in order to accommodate scheduling of resources.
 - h. Quarterly Proactive System Review. The Company will perform the following system diagnostics and create a history file and notify the primary City contact with the results of these actions:
 1. Assess the current machine resources including memory, processor, and disk-space utilization
 2. Examine log files including error logs to identify any anomalous entries
 3. Apply current validated software updates to the operating system, device drivers, and database server software.
 - i. 'Out-of-cycle' critical updates. Updates that meet these criteria are failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.
 - j. Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate.
 - (i) Support will be provided to the City's support organization by role rather than by named individuals. Such support individuals ("Support Representatives") shall be reasonably competent in the use and operation of the product.
 - (ii) The Support Representatives will act as primary interface to the Company for support purposes. The Company will make all commercially reasonable efforts to address the problem identified by the Support Representative.
 - (iii) The City's Support Representatives shall report errors and Defects to the Company Representative or his/her support specialist designee(s). For Severity Level 1 errors or Defects, City's Support Representatives shall, in addition to any notification by any other means, notify the Company by telephoning a support specialist. In the event the City cannot make contact with a the Company support specialist, the City shall continue its efforts to personally notify the Company by calling the following Company representatives in the order listed until a Company representative is contacted in person:
 1. Customer Support Manager
 2. Project Manager
 3. EVP, Operations
 4. EVP, Sales and Marketing
 5. Chief Executive Officer
 - (iv) The City will make an initial nonbinding classification of each Defect in the Licensed Product(s) or associated Documentation and will report such error or Defect to the Company based on the criteria set forth below. In the

event there is a dispute between the City and the Company regarding the classification of a Defect, which is not resolved within 24 hours after the report from the City, such dispute will be referred to each party's Director-level management for resolution per the escalation path above.

- (v) Electronic Access. The City agrees to provide the Company with access as requested and with reasonable support and test time on remote access to the City's computer system to duplicate the problem. The City authorizes the Company to certify that the problem has indeed been fixed.
- (vi) The Company shall respond to the City's-initiated problems in accordance with the following – the City shall identify a problem as one of the following Severity Levels:

SEVERITY LEVEL CLASSIFICATION CRITERIA

Error Severity Level	Determination Criteria
Severity Level 1	<i>Fatal:</i> Errors that meet the following criteria: -Error that prevent all useful work from being done; -Material errors in essential functions for which no work around exists; -Errors that cause a loss of data; or -Any error that permits unauthorized access to personal information or any loss thereof.
Severity Level 2	<i>Severe Impact:</i> Errors that meet the following criteria: -Errors that disable essential functions but for which a work around exists; or -Errors that violate material Specifications.
Severity Level 3	<i>Non-critical:</i> Errors that disable only nonessential functions identified in the Documentation.
Severity Level 4	<i>Minimal Impact:</i> Non-critical problems generally categorized as an enhancement to be prioritized for inclusion in the next version of the Licensed Product.

The Company shall return calls within the time specified in the Licensed Product Maintenance Response Schedule below. Response time will be measured from the time the City requests support by one of the means set forth below.

LICENSED PRODUCT(S) MAINTENANCE RESPONSE SCHEDULE

Error Classification	1 st Level Response	2 nd Level Response	3 rd Level Response
Severity Level 1	3 business hours	1 business day	Next Upgrade
Severity Level 2	8 business hours	3 business day	Next Upgrade
Severity Level 3	2 business days	To be scheduled	As appropriate
Severity Level 4	7 business days	To be scheduled	As appropriate

The Company shall respond according to the following level identification:

LEVEL IDENTIFICATION

Level Identification	Response
1 st Level Response	Acknowledge receipt of Defect report.
2 nd Level Response	Provision of patch, work around, temporary fix, or other temporary resolution of the Defect and documentation of corrections.
3 rd Level Response	Official object code fix incorporated in the Upgrade of the Licensed Product or a code based work around (supported by maintenance) and reflected in the updated Documentation.
Severity Level 1 Error	Within the response time, the Company agrees to assign sufficient support personnel on a 16-hour per day basis to work on the Defect.
Severity Level 2 Error	Within the response time, the Company agrees to assign sufficient support personnel on an eight-hour per day basis to work on the Defect.
To be scheduled	Company should, combined with the City, address the Defect at the next scheduled project review meeting and in good faith agree on a suitable 2 nd Level Response period.
As Appropriate	The Company and City will respond to Defect at the project review meetings.

- (i) The Company shall in good faith work to respond according to the level identification in this table; unless as agreed between both parties based upon the actual error and actual resolution plan.
- (ii) The City should supply the Company with reproducible errors in order for the Response Schedule to apply. The manner in which the City reasonably presents to the Company the method or means to reproduce such a reported error shall be determined by the City. For non-reproducible errors, the Company will use reasonable efforts to investigate the error, but will not be bound by the above Licensed Product(s) Response Schedule. The City agrees to furnish the Company with all information and materials requested by the Company that are available and reasonably required for use in replicating, diagnosing and correcting a Licensed Product's problem reported by the City.
- (iii) The Company will provide on-site support when both parties agree it is necessary to resolve the issue or upon request from the City when 3rd Level Response times have been exceeded.

4. *Updates.* The Company shall provide software correction updates to the Licensed Product(s) if and as required to cause it to operate under New Versions or New Releases of the City's operation system(s) as long as such Updates are technically feasible. In the event the City identifies a problem with a Licensed Product and the Company has corrected said problem in a later release of a Licensed Product, City agrees to install the newer release as a resolution to said problem, rather than asking the Company to retrofit the "fix" to an older release of the Licensed Product. The Company shall make available to the City any Updates that include equivalent or derivative version(s) of Licensed Product(s) if the Company develops and markets equivalent or derivative software products.

1. *Alternative Support and Maintenance Program Levels.* In the event the Company generally offers alternative Support and Maintenance Program levels for Licensed Product(s) subject to this Contract, the City may convert to an alternative Support and Maintenance Program level, at the City's option. The Company shall notify the City that alternative Support and Maintenance Program levels are available within 90 days of such new alternative. In the event, any credit accruing to the City as a result of converting to an alternate Support and Maintenance Program plan will be applied against future payments due and owing for Support and Maintenance Program.
 2. *Other Software.* The Company will not be obligated to provide Support and Maintenance Program for any software other than the Licensed Product(s) delivered to the City. The Company will have no obligation to provide Support and Maintenance Program for Licensed Product(s) that have been customized for the City by any party other than the Company unless the City has obtained prior written acknowledgment from the Company of such modification. Notwithstanding the foregoing, Defect corrections will be provided for modified Licensed Product(s) in the event that the reported error is reproducible in the unmodified Version. In such event, the Company shall correct the Defect(s) in the unmodified Version and the City shall be responsible for the integration of the Defect correction(s) into the modified Version.
 3. *Suspension of Support and Maintenance Program Fees.* All Support and Maintenance Program fees shall be suspended if a nonconformance with applicable Specifications in a Licensed Product causes a delay of more than 30 days in the City's ability to use the Licensed Product in accordance with the Specifications or User Documentation. If the Support and Maintenance Program fees are paid in advance, then any period of suspension shall result in an extension of the then applicable Support and Maintenance Program period, thereby extending the term thereof.
 4. *Non-Conformance to Representations and Warranties.* If the Licensed Product does not conform to the representations and warranties made by the Company in this Contract, or is otherwise defective, the Company shall correct the errors or nonconformities within thirty (30) days of notice from the City. The Company and City shall negotiate in good faith with a right to cure or find a mutually acceptable alternative given the actual circumstances.
 5. *No Suspension of Support and Maintenance Program.* The City will hereafter upon its request, be absolutely entitled to receive Support and Maintenance Program from the Company, and Company shall hereafter be obligated to provide such Support and Maintenance Program until this Contract is terminated pursuant to Paragraph E-3 (Termination for Convenience) and E-4 (Termination for Cause) and/or until the dispute resolution procedure in Paragraph E-1 (Disputes) has been completed, notwithstanding any failure or alleged failure of the City to make payments due for Support and Maintenance Program, or any breach or claimed breach by the City of any of its obligations under this Contract.
10. *Hardware Maintenance:* Company, at its sole discretion, may use new or refurbished parts for the repair of any Company provided Hardware.

11. *Customer Warranty:* Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide. If Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed at the current hourly rate.

12. *Response Times:* Non-emergency support calls will be responded to within one business day, however most calls are handled within two hours of receipt. For Premier Support during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call support staff for response within four hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

13. *Customer Contacts:* Five customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A. Customer may change its customer support contacts upon 30 days written notice to Company.

14. *Support Services Excluded*

The Company shall provide customer support for technical problems that occur when using the Products. This Contract does not include support of the following items:

- a) Altered or modified Software not performed by Company.
- b) Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
- c) Version Upgrades of Host or backend database software.
- d) Direct support for the required Application Program Interface either purchased or procured as part of the integrated solution.
- e) Enhancements, replacements, or modifications to current versions performed at the Customer's request and not intended to resolve a product failure.
- f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A).

These professional services may be provided based on current published rates for Time and Material or fixed bid quote. Customers with Support Agreements in which all fees are current receive preferred rates for both standard and after hours professional services.

Exhibit A

VoiceCourt™ Interactive Voice Response Solution (16 Ports) \$71,900

Included Functionality:

- Case or Citation Status
- Last Payment Date and Amount
- Ability to Plea, Disposition
- Fees and/or Fines Due & Date
- Look-up by Driver's License, SSN or License Plate
- Payment History
- Warrant Options
- VoiceCourt Reporting Module

Payment Processing

Credit Card Processing Module (Per Application) **Included**

Schedule Court Appearances/Appointments 5,000

Traffic Schools Schedule/Reschedule/Cancel 7,500

CommunitySelect

Basic Template (Court: Includes basic department-specific tree & professional prompts) **1,000**

CTI Screen Pops

Initial Setup **20,000**

CTI Licensing (8 Agents, 1 Queue) - May require additional components on your phone switch **6,300**

CTI Screen Pop Server (HP DL 380 to be Provided by Selectron) **6,000**

Outbound Notifications (ODS Eng. Req. See under Enterprise Optional)

Court Appearance Notification **5,000**

Payment Reminder Notification **5,000**

Warrant Notification **5,000**

Class Reminder Notification **5,000**

Investment for VoiceCourt \$137,700

WebCourt™ Interactive Web Response Base Solution \$20,500

Web Pages to Display the Following Information

- Case or Citation Status
- Last Payment Date & Amount
- Look-up by DL, SSN or License Plate
- Payment History

Payment Processing (Assumes Initial Setup Purchased with VoiceCourt)

Credit Card Processing Module (Per Application) **Included**

Schedule Court Appearances/Appointments 2,500

Traffic Schools Schedule/Reschedule/Cancel 2,500

Attorney Enter Pleas 14,000

Ability for Attorneys and/or bondsmen to pull cases 8,500

Give Attorney information to include contact info 8,500

Spanish Language for IWR 10,500

Investment for WebCourt \$67,000

VoicePermits™ Interactive Voice Response Base Solution (16 Port) 56,900

Included Functionality:

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit Based Messaging
- VoicePermits Reporting Module
- Remote Access Software

Professional Voice Recording

Street Names (3-6K) 3,000

Payment Processing Included

Credit Card Processing Module (Per Application) 5,500

Inspection Prerequisite Logic 3,000

Correction Codes (Inspection Failure Codes) OPTIONAL 3,000

CommunitySelect

Basic Template (Building: : Includes basic department-specific tree & professional prompts) 1,000

Subcontractor Registration (Custom) 12,500

Speak Inspector's Name Modification (Custom) 1,750

Same Day Scheduling – Add. Fees (Custom) - OPTIONAL 5,250

Subcontractor Add to Company Grid (Custom) 10,000

Different Opt Out Phone Numbers (Custom) 3,500

Outbound Notifications (ODS Eng. Req. See under Enterprise Optional)

Expiring Permits Notification 5,000

Permit Ready to Be Issued Notification 5,000

Residential Inspection Next Day Notification 5,000

Who's My Inspector Notification OPTIONAL 5,000

New Inspection Conditions (Includes Limit Inspections module) 12,500

Hansen Interface 7,500

Investment for VoicePermits \$145,400

WebPermits™ Interactive Web Response Base Solution \$9,950

Web Pages to Display the Following Information

- Permit Status
- Obtain Inspection Results & History
- Schedule Inspections
- Review Active Inspections
- Cancel Inspections

Payment Processing (Assumes Initial Setup Purchased with VoicePermits)

Credit Card Processing Module (Per Application) 5,500

Shopping Cart Functionality(Web & IVR) 9,500

Investment for WebPermits \$24,950

System Wide (Enterprise)-Functionality

Payment Gateway Integration (<i>Assumes Court & Building use the same gateway</i>)	9,500
T1 Cards (<i>Hardware only - 2</i>)	10,000
Professional Voice Recording	
Base System Call Flow & Prompts (<i>English</i>)	2,500
CommunitySelect	
Setup (<i>includes SmartDelivery</i>)	7,500
Spanish Language	
Initial Setup	7,500
Solution Design & Development	Included
Selectron Project Management	Included
On-Site Installation, Travel Expenses & Training	Included
12 Month Warranty on Selectron Technologies Provided Hardware & Software (<i>Begins Upon Completion of Acceptance</i>)	Included
System Documentation	Included
Pro Monitoring	
Engine & Setup	5,000
Test Server Setup & Configuration (<i>Hardware Not Included</i>)	5,500
Outbound Delivery Services Engine	8,500
T1 Card for Test Server (<i>Hardware only – 1 T1 Card</i>)	5,000
Rejected Submission Report (Custom)	3,500
Selectron Provided Server Production Server – ML350	6,000
Selectron Provided Test Server – ML 350	6,000
Fax Server Integration	7,500

Investment for System Wide (Enterprise) Functionality **\$84,000**

Required Items Not Included in Selectron Technologies IVR Solutions

- Phone Lines & Network Services Required to Support the Installation
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation
- The *Payment Processing* Module Does Not Include Merchant Account Provider Costs or Associated Fees, Payment Gateway Costs or Fees
- CTI/Screen Pop will require additional components on the Nortel CS1000E telephone system. It must be running Release 4.5 software and must have a Signaling Server in place, which would be CLV's responsibility

Required Items Not Included in Selectron Technologies Web Solutions

- Network Services Required to Support the Installation
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation
- Microsoft Windows Server 2003 (or later), Running IIS 6 (or later) with .NET 2.0 with ASP .Net 2.0 Installed
- Remote Access to the ISS Server for Initial Development & Ongoing Support
- If purchasing the *Payment Processing* Module, a SSL Certificate Will Need to be Purchased & Installed By the Server Administrator
- Selectron Technologies *VoicePermits* Solution

Selectron product and service pricing & payment Information

PRICING PRESENTED IN THE QUOTE IS SET BASED UPON THE 12-MONTH WARRANTY PERIOD BEGINNING UPON FINAL ACCEPTANCE FOR EACH PHASE OF THE PROJECT. ADJUSTING THE START DATE OF THE INCLUDED 12-MONTH WARRANTY WILL RESULT IN AN ADJUSTMENT TO THE PRICING PROVIDED IN THIS QUOTE. PRICING DOES NOT INCLUDE ADDITIONAL APPLICATION INTEGRATION CHARGES THAT MAY BE REQUIRED AS PART OF THIS SOLUTION. THIS INCLUDES APPLICATION VENDOR API, USER, OR IMPLEMENTATION FEES, ADDITIONAL LICENSING FEES OR OTHER SURCHARGES DIRECTLY OR INDIRECTLY CHARGED BY OR REMITTED TO THE APPLICATION VENDOR.

Schedule

- 10% Invoiced at time of execution of contract
- 20% Invoiced at completion of on-site installation of Court IVR/IWR
- 20% Invoiced at completion of on-site installation of Permitting IVR/IWR
- 15% Invoiced 60 days after on-site installation of Court IVR/IWR
- 15% Invoiced 60 days after on-site installation of Permitting IVR/IWR
- 10% Invoiced upon final acceptance of Court IVR/IWR
- 10% Invoiced upon final acceptance of Permitting IVR/IWR

Initial Payment

Invoiced upon receipt of purchase order.

Subsequent Payments

Phased Implementation: When a phased implementation is mutually agreed to, the same payment terms will be applied to each phase.

Final Payment

Invoiced after Client has completed the Final Testing and Acceptance of the system.
Selectron Technologies will have resolved all issues found during testing.

EXHIBIT B

Pricing

Effective Dates: 12-Month Support and Maintenance Services begin at the completion of acceptance of the Licensed Product. The first year Warranty is provided with the base solution, with payment being due 1-year from Final Acceptance.

Extended Maintenance Fee:

Item	Dates covered	Amount	Payment Due Date
First year	October 1, 2010 to September 30, 2011	Included + \$3,000 ProMonitor	N/A
Second year	October 1, 2011 to September 30, 2012	\$68,860 & \$3,000 (ProMonitor)	September 15, 2011
Third year	October 1, 2012 to September 30, 2013	\$70,925 & \$3,000 (ProMonitor)	September 15, 2012
Fourth year	October 1, 2013 to September 30, 2014	\$73,050 & \$3,000 (ProMonitor)	September 15, 2013
Fifth year	October 1, 2014 to September 30, 2015	\$75,240 & \$3,000 (ProMonitor)	September 15, 2014
Sixth year	October 1, 2015 to September 30, 2016	\$77,500 & \$3,000 (ProMonitor)	September 15, 2015

Notes:

- For this purpose, the Company will assume a [to be filled in at time of contracting] Service Date on the currently scheduled System. Actual date is based on the on-site implementation and will be mutually determined with the City's Project Manager.
- The System Value for maintenance calculations is \$479,050.
- Maintenance amounts do not include increases to reflect additional functionality purchased.
- Maintenance fees for future periods are not a guarantee that annual support agreements will be offered. The City will receive a minimum of 12 months notice of discontinuance of annual support agreements.

Products and Licenses

VoiceCourt™ Interactive Voice Response Solution (16 Ports)

Included Functionality:

- Case or Citation Status
- Last Payment Date and Amount
- Ability to Plea, Disposition
- Fees and/or Fines Due & Date
- Look-up by Driver's License, SSN or License Plate
- Payment History
- Warrant Options
- VoiceCourt Reporting Module

Payment Processing

Credit Card Processing Module (*Per Application*)

Schedule Court Appearances/Appointments

Traffic Schools Schedule/Reschedule/Cancel

CommunitySelect

Basic Template (*Court: Includes basic department-specific tree & professional prompts*)

CTI Screen Pops

Initial Setup

CTI Licensing (*8 Agents, 1 Queue*) - May require additional components on your phone switch

CTI Screen Pop Server (*HP DL 380 to be Provided by Selectron*)

Outbound Notifications (ODS Eng. Req. See under Enterprise Optional)

Court Appearance Notification
Payment Reminder Notification
Warrant Notification
Class Reminder Notification

WebCourt™ Interactive Web Response Base Solution

Web Pages to Display the Following Information

- Case or Citation Status
- Last Payment Date & Amount
- Look-up by DL, SSN or License Plate
- Payment History

Payment Processing (Assumes Initial Setup Purchased with VoiceCourt)

Credit Card Processing Module (Per Application)

Schedule Court Appearances/Appointments

Traffic Schools Schedule/Reschedule/Cancel

Attorney Enter Pleas

Ability for Attorneys and/or bondsmen to pull cases

Give Attorney information to include contact info

Spanish Language for IWR

VoicePermits™ Interactive Voice Response Base Solution (16 Port)

Included Functionality:

- Schedule Inspections
- Speak Site Address
- Cancel Inspections
- Permit Based Messaging
- Obtain Inspection Results
- VoicePermits Reporting Module
- Post Inspection Results
- Remote Access Software

Professional Voice Recording

Street Names (3-6K)

Payment Processing

Credit Card Processing Module (Per Application)

Inspection Prerequisite Logic

Correction Codes (Inspection Failure Codes)

CommunitySelect

Basic Template (Building: : Includes basic department-specific tree & professional prompts)

Subcontractor Registration (Custom)

Speak Inspector's Name Modification (Custom)

Same Day Scheduling – Add. Fees (Custom) OPTIONAL

Subcontractor Add to Company Grid (Custom)

Different Opt Out Phone Numbers (Custom)

Outbound Notifications (ODS Eng. Req. See under Enterprise Optional)

Expiring Permits Notification
Permit Ready to Be Issued Notification
Residential Inspection Next Day Notification
Who's My Inspector Notification OPTIONAL

New Inspection Conditions (Includes Limit Inspections module)

Hansen Interface

WebPermits™ Interactive Web Response Base Solution

Web Pages to Display the Following Information

- Permit Status
- Obtain Inspection Results & History
- Schedule Inspections
- Review Active Inspections
- Cancel Inspections

Payment Processing *(Assumes Initial Setup Purchased with VoicePermits)*

Credit Card Processing Module *(Per Application)*

Shopping Cart Functionality *(Web & IVR)*

System Wide (Enterprise) Functionality

Payment Gateway Integration *(Assumes Court & Building use the same gateway)*

T1 Cards *(Hardware only - 2)*

Professional Voice Recording

Base System Call Flow & Prompts *(English)*

CommunitySelect

Setup *(includes SmartDelivery)*

Spanish Language

Initial Setup

Pro Monitoring

Engine & Setup

Test Server Setup & Configuration *(Hardware Not Included)*

Outbound Delivery Services Engine

T1 Card for Test Server *(Hardware only – 1 T1 Card)*

Rejected Submission Report (Custom)

Selectron Provided Server Production Server – ML350

Selectron Provided Test Server – ML 350

Fax Server Integration

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Group Email for all five contacts: _____