

INTERACTIVE VOICE RESPONSE SOLUTION SYSTEM

April 23, 2013

Page 2

FINANCIAL IMPACT

The contract has a total compensation not to exceed fifty thousand thirty-two dollars and sixty-six cents (\$50,032.66), which includes set up, implementation of the Software in accordance with the Contractor's Proposal, and four (4) years of support. The amount in the contract is budgeted in the General Fund and no additional budget allocation is needed.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract agreement to Selectron Technologies, Inc., in the amount of \$50,032.66, for the installation, implementation, and four years of support of the *VoicePermits* IVR system for the Building Division's inspection line; and
- Authorize the City Manager to execute the Contract, and make minor modifications as appropriate thereto, on behalf of the City.



SUSAN EMERY
Community Development Director




By: Alana Cheng
Administrative Analyst

Attachment 1: Bid Table (First Year breakdown) in response to RFP

Attachment 2: Agreement

Recommended for Approval



Matthew Fertal
City Manager

BID TABLE (First Year Breakdown)

	Selectron Tech. (Hosted)	Summation 360 (Hosted)	Summation 360 (Premise)	PermitSoft, Inc. (Premise)
Terms	Net 30	Net 30		Net 30
Base System	\$17,500.00	\$35,000.00	\$69,500.00	\$30,300.00
First Year Maintenance and Support	\$7,500.00	\$23,600.00	\$0.00	\$5,200.00
Installation and Training	\$0.00	\$0.00	\$3,000.00	\$0.00
Tax	\$0.00	\$0.00	\$5,386.00	\$0.00
Total	\$25,000.00	\$58,600.00	\$77,886.00	\$35,500.00

SOFTWARE LICENSING AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2013, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Selectron Technologies, Inc.**, herein after referred to as "CONTRACTOR". CITY and CONTRACTOR are sometimes hereafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove CITY COUNCIL AUTHORIZATION, DATED _____.
2. CITY issued Request for Proposal (RFP) No. S-1105 to Provide an IVR (Interactive Voice Response) System for Scheduling Building Permits for Inspections.
3. In response to RFP No. S-1105, CONTRACTOR has submitted to CITY a proposal to provide, implement, and license to CITY the hosted *VoicePermits* IVR solution (the "Software") as outlined in the agreed upon Statement of Work attached hereto as Attachment A, and to provide certain maintenance and technical support services. The provision, implementation and setup of the Software and the subsequent maintenance and technical support services are referred to collectively herein as the "Services".
4. CONTRACTOR is qualified by virtue of experience, training, education and expertise to provide and implement the Software and to accomplish the Services.
5. CITY desires to acquire a license to utilize the Software and to retain CONTRACTOR to provide the Services, all upon the terms and conditions set out in this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1 **Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Statement of Work; (3) CONTRACTOR's signed proposal/response to RFP No. S-1105, dated October 8, 2012, but excluding Section 7 (Exceptions) thereto ("CONTRACTOR's Proposal"); and (4) the Master Services and Hosting Agreement between the parties, which shall all be referred to collectively hereinafter as the "Contract Documents." The Statement of Work, attached hereto as Attachment "A", CONTRACTOR's Proposal,

attached hereto as Attachment "B", and the Master Services and Hosting Agreement, attached hereto as Attachment "C", are hereby incorporated by reference and are made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms set forth in the main body of this Agreement; (2nd) the provisions of the Statement of Work; (3rd) the provisions of CONTRACTOR's Proposal; and, (4th) the terms of the Master Services and Hosting Agreement.

2. **Term and Termination.** The term of the Agreement shall be for period of four (4) years from full execution of the Agreement. This Agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with CONTRACTOR's Proposal (Attachment "B") and the Master Services and Hosting Agreement (Attachment "C"). CONTRACTOR is required to present evidence to support performed work completion. In the event of termination of this Agreement for any reason prior to expiration of the four (4) year term, CONTRACTOR shall be entitled to a pro-rated portion of the Annual Usage and Support Fee due during the year of termination and shall be obligated to reimburse CITY for any portion of the Annual Usage and Support Fee in excess of the pro-rated amount paid in advance by CITY, if any.
3. **Services to be Provided.** In compliance with all of the terms and conditions of the Contract Documents, CONTRACTOR agrees to (i) grant City a license to utilize the Software, and (ii) to provide the Services. The Contract Documents do not guarantee any specific amount of work.
4. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 4.1 **AMOUNT.** For the license and Services provided pursuant to this Agreement, CONTRACTOR shall be compensated by CITY in accordance with the Section 2 (Proposal Pricing) of CONTRACTOR's Proposal and Exhibit A of the Master Services and Hosting Agreement (Attachment "C") in the following amounts: (a) a firm fixed price of \$17,500.00 for all Services necessary to set up and implement the Software in accordance with CONTRACTOR's Proposal; (b) an Annual Usage and Support Fee for the first year of the Agreement in the amount of \$7,500.00; (c) an Annual Usage and Support Fee for the second year of the Agreement in an amount not to exceed \$7,875.00; (d) an Annual Usage and Support Fee for the third year of the Agreement in an amount not to exceed \$8,268.75; and; (e) an Annual Usage and Support Fee for the fourth year of the Agreement in an amount not to exceed \$8,888.91. Total Compensation under this Agreement shall not exceed \$50,032.66 for the first four years, payable in arrears and in

accordance with Section 2 of CONTRACTOR's Proposal (Attachment "B"). All work shall be in accordance with RFP No. S-1105.

- 4.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in CONTRACTOR's Proposal (Attachment "B").
- 4.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 4.4 Termination. CITY shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 4 would apply to that portion of the work completed. In the event of termination of this Agreement for any reason prior to expiration of the four (4) year term, CONTRACTOR shall be entitled to a pro-rated portion of the Annual Usage and Support Fee due during the year of termination and shall be obligated to reimburse CITY for any portion of the Annual Usage and Support Fee in excess of the pro-rated amount paid in advance by CITY, if any.

5. Insurance requirements.

- 5.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 5.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 5.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount not less than of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount not less than \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 5.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 5.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

6. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

7. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

8. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

9. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

10. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
 - a. (Contractor)
 Selectron Technologies, Inc.
 Attention: Todd A. Johnston, President, CEO
 7405 SW Tech Center Drive, Suite 140
 Portland, Oregon 97223

 - b. (Address of CITY) (with a copy to):
 City of Garden Grove Garden Grove City Attorney
 11222 Acacia Parkway 11222 Acacia Parkway
 Garden Grove, CA 92840 Garden Grove, CA 92840

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR ("Claims"). The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

In no event will CONTRACTOR be liable for any consequential, indirect, exemplary, punitive, special, or incidental damages incurred by CITY, including but not limited to, any lost data and lost profits, arising from or relating to this Agreement, the services provided or contemplated hereunder, and the Hardware and related documentation. CONTRACTOR's total cumulative liability in connection with this Agreement, the Services provided or contemplated hereunder, and the Hardware and related documentation, whether in contract or tort or otherwise, will not exceed three (3) times the amount of Fees actually paid to CONTRACTOR hereunder in the twelve (12) month period immediately preceding the action that gave rise to the claim. CITY acknowledges that the Fees reflect the allocation of risk set forth in this agreement and that CONTRACTOR would not enter into this agreement

without these limitations on its liability. Notwithstanding the foregoing, the limitation of liability provided for in this paragraph is not intended to apply to or limit CONTRACTOR's obligation to indemnify, defend and hold harmless CITY from Claims by third parties other than CITY.

17. **Modification**. This Agreement, along with CONTRACTOR'S Proposal and the Master Services and Hosting Agreement constitutes the entire agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual agreements executed by the CITY and CONTRACTOR.
18. **Waiver**. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONTRACTOR.
19. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
Selectron Technologies, Inc.**

By: [Signature]

Name: Teo Schuster

Title: President

Date: 3/6/13

Tax ID No. 93-1331338

Contractor's License: na

Expiration Date: na

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

[Signature]
Garden Grove City Attorney

3-14-13
Date

ATTACHMENT "A"
STATEMENT OF WORK



Selectron
TECHNOLOGIES, INC.



Microsoft Partner

Gold Independent Software Vendor (ISV)

Statement of Work

City of Garden Grove, CA

VoicePermits™ Hosted Solution

Professional Voice Recording (Call Flow and System Prompts)

Professional Voice Recording (Street Names)

www.SelectronTechnologies.com

Selectron Technologies, the Selectron Technologies logo, and all Selectron Technologies product names contained herein are trademarks or registered trademarks of Selectron Technologies, Inc. in the USA and/or other countries. All other brand names are trademarks of their respective holders.

Table of Contents

1.0	Overview	2
1.1	Revision History	2

2.0	Hosted Managed Services	2
2.1	Environment	2
2.2	Technical Support Services	2
2.3	Administrative Support Services	2

3.0	Functionality	2
3.1	VoicePermits	3

4.0	Administrative Tasks	4
4.1	VoicePermits	4

5.0	Deliverables	6
5.1	Software	6
5.2	Training	6
5.3	Documentation	7
5.4	Support	7

6.0	Responsibilities and Requirements	7
6.1	Selectron Technologies, Inc.	7
6.2	Customer	9



1.0 Overview

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

1.1 Revision History

Version #	Details	Date
1.0	Initial Release	11/20/2012

2.0 Hosted Managed Services

This implementation of VoicePermits is a **hosted** solution, meaning the hardware and software are being provided and maintained by Selectron. The Customer will have access to various administrative features as well as reporting. Following is a description of the Environment for the hosted solution, as well as explanations of Technical Support Services (Selectron's responsibilities) and Administrative Support Services (the Customer's responsibilities).

2.1 Environment

The Hardware for this implementation is hosted and owned by Selectron. All maintenance and other infrastructure-level administration is managed by Selectron and is not the responsibility of the Customer.

2.2 Technical Support Services

Selectron is responsible for technical and infrastructure-level support for the Customer's hosted solution. Maintaining the hardware and software, including managing anti-virus software, patching/upgrading OS, backing up the solution, and similar technical tasks are all handled by Selectron's support staff.

2.3 Administrative Support Services

The Customer has access to the Administration Tool and can remotely manage some aspects of the solution. User management, Department configuration (including holidays, department hours, and transfer extensions), and optional greeting management all fall under the Customer's responsibility. During implementation, Selectron will train the Customer on the use of these features and, post-implementation, will provide the Customer with a method for accessing the Administration Tool.

3.0 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 permitting database avail-



ability. The interactive solution must be able to retrieve data from the permitting database 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 permitting database. 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.

3.1 VoicePermits

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

3.1.1 Standard Feature Set

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

3.1.1.1 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.

3.1.1.2 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.

3.1.1.3 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.

3.1.2 Additional Features

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

3.1.2.1 Professional Voice Recording

All system prompts (including call flow), and street names are professionally recorded prior to installation. The following non-system prompt and message types are not included, and require Customer recording:

- Optional Greeting ([section 4.1.4](#), **Append an Optional Greeting**)



For more information regarding non-system prompt recording, refer to [section 4.1.7, 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 (street names will be updated on a quarterly basis as described in [section 4.1.6, Add New Streets](#)).

4.0 Administrative Tasks

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

4.1 VoicePermits

The tasks listed below apply to the VoicePermits application.

4.1.1 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 Posting 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



4.1.2 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 5.1, Software](#)).

4.1.3 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.

4.1.4 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 5.2.1, Provide Administrative Training](#)).

4.1.5 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 5.1, Software](#)).

4.1.6 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 5.1, 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 4.1.7, 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.

4.1.7 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 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), 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 3.1.2.1, Professional Voice Recording](#), for a list of non-system prompts. Training on how to record prompts and responses is provided during system installation ([section 5.2.1, Provide Administrative Training](#)).

4.1.8 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.

4.1.9 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 5.1, Software](#)). The Customer's business rules determine how many days forward VoicePermits will offer callers.

5.0 Deliverables

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

5.1 Software

5.1.1 Selectron Technologies Software

The interactive solution's server has the following Selectron Technologies' software installed:

- VoicePermits application 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. Additional Administration Tool licenses can be purchased.

5.2 Training

Selectron Technologies provides one day of training for the interactive solution.

5.2.1 Provide Administrative Training

Selectron Technologies will provide Administration training for the interactive solution. Training also includes guidance on how system administrators can train additional staff.

Training for non-system prompt recording is also provided (refer to [section 3.1.2.1, Professional Voice Recording](#), for a list of non-system, VoicePermits prompts)



5.2.2 Interface Upgrades

After the initial implementation of the interactive solution, the application database vendor may release new updates to their application or its interface 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.

5.3 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).

5.4 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 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 6.1.2, On-going System Maintenance](#), of this document, for more information regarding services provided with the interactive solution.

6.0 Responsibilities and Requirements

6.1 Selectron Technologies, Inc.

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

6.1.1 Pre-Installation

6.1.1.1 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.

6.1.1.2 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 application 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, to allow for complete system testing. Refer to [section 6.2.1.4, Provide Remote Network Access to Permitting Database](#), for more information.
- Implementation Timetable- details project schedule and details all project milestones.
- 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.

6.1.1.3 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.

6.1.1.4 Provide Configuration Assistance

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

6.1.1.5 Perform Quality Assurance Testing

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

6.1.1.6 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

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.

6.1.2 On-going System Maintenance

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

6.2 Customer

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

6.2.1 Pre-Implementation

6.2.1.1 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
- Inspection result codes and descriptions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Permit numbering scheme

6.2.1.2 Define Permitting System and Interface Specifications

Selectron Technologies configures the interactive solution according to the Customer's completely defined permitting system and interface 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.

6.2.1.3 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.



6.2.1.4 Provide Remote Network Access to Permitting Database

In order to fully test the interactive solution, Selectron Technologies requires access to the permitting database. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help the Customer identify the necessary requirements ([section 6.1.1.2, Provide Documentation](#)). If remote access is not granted, the Customer should inform the Project Manager immediately.

6.2.2 Implementation

6.2.2.1 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. In addition, the Customer must purchase and implement the permitting database's interface.

6.2.2.2 Confirm Service Functionality

The Customer has 30 calendar days after implementation to verify the functionality of the interactive solution. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan ([section 6.1.1.2, Provide Documentation](#)). Additionally, the System Acceptance Sign-off form ([section 6.1.1.2, Provide Documentation](#)) must be sent to Selectron Technologies' Project Manager within this period.

6.2.3 On-going System Responsibilities and Requirements

6.2.3.1 Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.



ATTACHMENT "B"
CONTRACTOR'S PROPOSAL



October 8th, 2012

RFP No. S1105
Attention: Sandra Segawa, Purchasing Agent
City of Garden Grove
11222 Acacia Parkway, room 220
Garden Grove, CA 92840

Dear Ms. Segawa:

Selectron Technologies, Inc. is pleased to respond to the City of Garden Grove's Request for Proposal No. S-1105. We have carefully reviewed the bid request and made every effort to provide detailed responses to your requirements. Although we believe that our responses are clear and concise, we are available to address your questions or provide additional details. Any supplemental responses or clarification will be included as an addendum to the response.

Since 1992, Selectron has been developing state-of-the-art interactive solutions that increase efficiency and reduce costs for building and planning departments. Selectron is proposing our industry leading hosted *VoicePermits* IVR solution to automate the inspection request calls currently handled by human interaction or voicemail. *VoicePermits* has been deployed in over 200 building inspection departments and provides all of the functionality requested by the City of Garden Grove. Interfacing with your Permitsoft permitting system in real-time, *VoicePermits* will enable customers to schedule and cancel inspections, inquire about inspection status, obtain inspection results, and be notified of permit status.

For questions about this proposal or about Selectron's product functionality, Lewis Gouge, Sales Executive, will be your primary contact:

Lewis Gouge, Sales Executive
Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140
Portland, Oregon 97223
(v) 503.597.3312 (f) 503.443.2052 Toll Free: 888.341.3102
Lewis.Gouge@STIgov.com

Mr. Gouge is authorized to make representations on behalf of Selectron Technologies, Inc.

Finally, Selectron certifies that the undersigned is authorized to legally bind the Proposer. In addition, the proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the City of Garden Grove.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd A. Johnston".

Todd A. Johnston
President, CEO
Selectron Technologies, Inc.



Table of Contents

Proposal Letter	Section 1
Proposal Pricing	Section 2
Qualification Statement	Section 3
Work Plan & Technical Description	Section 4
Proposed Manpower Analysis	Section 5
Bidder/Contractor Statement	Section 6

RFP No. S-1105

CITY OF GARDEN GROVE

PROPOSAL REQUIREMENTS

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

PROPOSER

SANDRA SEGAWA, PURCHASING AGENT
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

In response to the Request for Proposal to Provide an IVR (Interactive Voice Response) System for Scheduling Building Permits for Inspections. The scope of work will include areas included in technical specification. We the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The CITY expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.



Section 2: Proposal Pricing

Below is the quote for the proposed *VoicePermits* solution. This quote is valid for 90 days.

PREPARED FOR: **Garden Grove, CA**

VoicePermits Hosted Solution

Description	Investment
One Time Setup Fee – Hosted VoicePermits Solution^{1,2} Included Functionality: <ul style="list-style-type: none"> • Schedule Inspections • Cancel Inspections • Obtain Inspection Results • Speak Site Address • Permit Based Messaging • <i>VoicePermits</i> Reporting Module 	\$17,500
Annual Usage & Support Fee <ul style="list-style-type: none"> ○ Includes 15,000 calls, platform support, and service calls to our Support Team ○ Above 15,000 calls is billed at \$0.50 per call ○ Company reserves the right to increase Annual fee by 5% per year 	\$7,500
Investment for <i>VoicePermits</i> (Hosted Platform)	\$25,000

Required Items Not Included in Selectron Technologies *VoicePermits* Base System

- Required Host Interface (Please Contact Permitsoft for Pricing)
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation

Optional *VoicePermits* Functionality – One Time Setup Fee

Relay Platform Setup Fee (for Expired Permits Notifications) \$2,500

Optional *VoicePermits* Functionality – Annual Usage & Support Fee

Post Inspection Results Via Phone \$1,250
 Expired Permits Notifications (Includes 7,000 phone/FAX/Email messages per year) \$3,500

¹Selectron Technologies can provide an on-premise solution at additional cost.

²Selectron Technologies and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Software and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Licensed Software or Service (or any portion thereof) and any Updates and upgrades thereto.



SELECTRON PRODUCT AND SERVICE PRICING & PAYMENT INFORMATION

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 (BASE SYSTEM)

- \$ 8,750 Invoiced at time of execution of contracts
- \$ 4,375 Invoiced when system design / call flow documentation is delivered to client
- \$ 4,375 Invoiced when system is made available for client testing
- \$ 7,500 Invoiced 30 calendar days after client testing made available or when the system is made operational to the public (whichever occurs first). This will be the System Anniversary Date used for annual usage calculations and support fee renewal.

INTEREST

Any amounts payable by Customer to Licensor hereunder which remain overdue for thirty (30) days or longer shall be subject to interest equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by law, calculated on a daily basis.

TAXES

All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Customer shall pay, indemnify, and hold Licensor harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other fees, governmental charges, or taxes of any nature (other than U.S. taxes on Licensor's income), including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Customer and any services rendered to Customer.

PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

VENDOR INFORMATION

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140 Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

TIME-AND-MATERIALS BILLING RATES

Selectron will provide custom programming and non-warranty maintenance Client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the Client. A purchase order must be issued before work can be scheduled or begin.



ADDITIONAL TRAINING AND ON-SITE SUPPORT

If the Client requests additional on-site work, travel and out-of-pocket expenses will be billed at \$1,750 per day (2 day minimum) with at least 14 day advance notice. If 8-14 days advance notice is provided the rate increases to \$2,000 per day; if the notice is less than 7 days the rate increases to \$2,500 per day.

If changes are made to a travel schedule after plans are confirmed, the Client is responsible for any change fees or price changes incurred for airfare, hotel or car rental.

EXHIBIT A

License and Service Fees

Description	Investment
One Time Setup Fee – Hosted VoicePermits Solution^{1,2} Included Functionality: <ul style="list-style-type: none"> • Schedule Inspections • Cancel Inspections • Obtain Inspection Results • Speak Site Address • Permit Based Messaging • <i>VoicePermits</i> Reporting Module 	\$17,500
Annual Usage & Support Fee <ul style="list-style-type: none"> ○ Includes 15,000 calls, platform support, and service calls to our Support Team ○ Above 15,000 calls is billed at \$0.50 per call ○ Company reserves the right to increase Annual fee by 5% per year 	\$7,500
Investment for <i>VoicePermits</i> (Hosted Platform)	
\$25,000	

Required Items Not Included in Selectron Technologies *VoicePermits* Base System

- Required Host Interface (Please Contact **Permitsoft** for Pricing)
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation

Optional *VoicePermits* Functionality – One Time Setup Fee

Relay Platform Setup Fee (for Expired Permits Notifications) \$2,500

Optional *VoicePermits* Functionality – Annual Usage & Support Fee

Post Inspection Results Via Phone \$1,250
 Expired Permits Notifications (Includes 7,000 phone/FAX/Email messages per year) \$3,500

¹Selectron Technologies can provide an on-premise solution at additional cost.

²Selectron Technologies and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Software and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Licensed Software or Service (or any portion thereof) and any Updates and upgrades thereto.

Selectron product and service pricing & payment information

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 (Base System)

- \$ 8,750 Invoiced at time of execution of contracts
- \$ 4,375 Invoiced when system design / call flow documentation is delivered to client
- \$ 4,375 Invoiced when system is made available for client testing
- \$ 7,500 Invoiced 30 calendar days after client testing made available or when the system is made operational to the public (whichever occurs first). This will be the System Anniversary Date used for annual usage calculations and support fee renewal.

Interest

Any amounts payable by Customer to Licensor hereunder which remain overdue for thirty (30) days or longer shall be subject to interest equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by law, calculated on a daily basis.

Taxes

All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Customer shall pay, indemnify, and hold Licensor harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other fees, governmental charges, or taxes of any nature (other than U.S. taxes on Licensor's income), including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Customer and any services rendered to Customer.

Payment Terms

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

Vendor Information

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

Time-and-Materials Billing Rates

Selectron will provide custom programming and non-warranty maintenance Client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the Client. A purchase order must be issued before work can be scheduled or begin.

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Licensor shall provide for Customer.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- A. **"Error"** means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.
- B. **"Error Correction"** means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into material conformity with the Documentation.
- C. **"Priority A Error"** means an Error that renders Licensed Software or the Service, as applicable, inoperative or causes a complete failure of the Licensed Software or the Service, as applicable.
- D. **"Priority B Error"** means an Error that substantially degrades the performance of Licensed Software or the Service, as applicable, or materially restricts Customer's use of the Licensed Software or the Service, as applicable.
- E. **"Priority C Error"** means an Error that causes only a minor impact on Customer's use of Licensed Software or the Service, as applicable.

II. Error Reporting and Resolution

- A. **Error Reporting.** Licensor shall provide Customer with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Licensor's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Licensor holidays.
- B. **Licensed Software Error Resolution.** Licensor shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Customer in accordance with Section II(A) of this Exhibit A; (b) make available to Customer any Error Corrections that are made available by such Vendor(s) to Licensor promptly after such Error Corrections are delivered to Licensor; and (c) update Customer with respect to the progress of the resolution of all Licensed Software Errors.
- C. **Service Error Resolution.** Customer shall report all Errors in the Service to Licensor in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Licensor shall use commercially reasonable efforts to correct any Error in the Service reported by Customer, in accordance with the priority level actually assigned by Licensor to such Error, as follows:
 - 1. **Priority A Service Errors.** In the event of a Priority A Error in the Service, Licensor shall, within two (2) hours of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within twenty-four (24) hours of receiving Customer's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Customer's report. Licensor shall provide Customer with periodic reports (no less frequently than once every eight (8) hours) on the status of the Service Error Correction.

2. Priority B Service Errors. In the event of a Priority B Error in the Service, Licensor shall, within six (6) hours of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within forty-eight (48) hours of receiving Customer's report of such Error, and an Error Correction within six (6) business days of receiving Customer's report. Licensor shall provide Customer with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Service Error Correction.

3. Priority C Service Errors. In the event of a Priority C Error in the Service, Licensor shall, within two (2) business days of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within six (6) business days of receiving Customer's report of such Error, and an Error Correction within three (3) weeks of receiving Customer's report. Licensor shall provide Customer with periodic reports on the status of the Service Error Correction.



Section 3: Qualification Statement

Section 3.1: Vendor Overview

With a background of stability and growth, Selectron Technologies has been under the same ownership since its inception. Founded in 1960, Selectron Inc. initially established Selectron Technologies, Inc. in 1990 as its Interactive Voice Response (IVR) Division. In 1992 Selectron Technologies began working with government agencies to design, develop, and implement interactive voice and web solutions. We expanded our presence into the mobile inspection market in 2001 by acquiring a leading mobile software vendor. Owing to our continued success, Selectron Technologies was launched as an independent company in January of 2002. Our company has 52 employees and is headquartered in Portland, Oregon.

Selectron Differentiators

As you evaluate bids, we believe the distinctions listed below set Selectron apart as the vendor most qualified to complete a successful VoicePermits project that meets *Garden Grove's* short and long-term needs.

Experience



Selectron focuses exclusively on government and building department customers, and has done so for nearly 20 years. As a result, Selectron has a customer base of over 200 building departments at the city, county, and state levels, using our VoicePermits Solution. With over 350 installations in North America (78 installations in California alone) Selectron possesses a deep understanding of the public sector and the unique challenges it faces.

THE BENEFIT TO YOU...

Garden Grove is able to work with a leading vendor that is dedicated to the market and will leverage best practices to ensure the proposed solution is cost-efficient and valuable to Garden Grove.

A Tailored Fit



Selectron will deliver a solution that *specifically meets Garden Grove's needs*, as opposed to a generic platform that must then be customized/configured by Garden Grove's personnel. Selectron is further differentiated by offering this tailored fit in a hosted

THE BENEFIT TO YOU...

The solution works within Garden Grove's existing business processes rather than requiring Garden Grove to adapt your processes to fit the system. Garden Grove receives a solution with



environment that is a fully managed service.

maximum value for your investment.

Extensibility



Selectron offers a suite of additional optional modules that can easily be added to the proposed VoicePermits solution, even after implementation and go-live. The proposed solution's platform also accommodates customized, agency-specific functionality in addition to standard out-of-the-box modules.

THE BENEFIT TO YOU...

A single-vendor approach reduces communication points and ensures ease of use. In addition, Selectron components can easily integrate with one another.

Furthermore, Selectron offers an array of efficiency-increasing solutions, such as proactive tools for communication with building contractors, payment gateway services, and CSR productivity tools. Garden Grove can partner with Selectron to add any of these solutions in a timeframe that makes sense for the agency.

Cost Management



Selectron does not bundle technology of questionable usefulness to our customers. Instead, as part of tailoring our solutions, Selectron closely consults with our customers to determine a system configuration that fulfills their specific requirements and provides the most return on investment. In addition, our managed service enables you to focus your IT and operations staff on higher value activities, while Selectron maintains responsibility for the uptime and efficient operation of your system.

THE BENEFIT TO YOU...

Garden Grove gains the peace of mind in knowing you have selected a cost-efficient solution that emphasizes investment in the areas of highest priority to Garden Grove, as well as an expert partner to manage the technical aspects of the solution.

Customers For Life



Selectron currently has more than thirty customers who have been with us in excess of 10 years, and over 90 percent of the voice, web, and mobile systems Selectron has installed throughout the past

THE BENEFIT TO YOU...

Garden Grove partners with a vendor that provides a long-term partnership and a demonstrated record of reliability.



20 years – over 350 in total – are still in production.

Integration Experience



Selectron has implemented our solutions against more than 70 application databases – custom and commercial. Selectron is experienced in integrating with multiple databases within a single solution, such as Garden Grove's Permitsoft.

THE BENEFIT TO YOU...

Garden Grove has the assurance of avoiding concerns project overruns, scope creep, and unsuccessful database integration. The solution will gather and present data from different data sources in a way that eliminates redundancy and optimizes user experience.

Proactive Support



Selectron is proud of the reputation of our technical support department. Many customers have rated it among the very best they have ever encountered. This support group will manage the technical aspects of your service (uptime, availability, efficiency, and reliability) while providing support to you on the administrative aspects of using the solution. We believe, however, that Garden Grove should speak with our customers to evaluate our claim. Upon request, Selectron can furnish a comprehensive customer list and contact information to allow Garden Grove to evaluate the quality of support Selectron offers.

THE BENEFIT TO YOU...

Garden Grove receives a level of support and customer care that is appropriate for the investment you make. Garden Grove will have your questions answered and your issues solved in hours and days rather than weeks or months. You also have the peace of mind of a managed service to ensure your solution is accessible and working as needed.



Section 3.2: References

The following five agencies are of similar size to the City of Garden Grove and currently use **VoicePermits** to provide self-service inspection management with their land management/permitting systems. Upon request by the City, Selectron can furnish a comprehensive list of VoicePermits customers, or a comprehensive list of all Selectron IVR customers, so that the City can perform reference-checking above and beyond a list that is pre-screened by the vendor.

Reference Name	Contact Name & Email Address	City, County, State and Phone Number	Number of Employees	Description of solution provided (i.e. building inspection scheduling, etc.)
Contra Costa County, CA	Patricia Zaragoza, Network Manager pzara@bi.cccounty.us	Martinez, Contra Costa County, California Ph: 925.335.1188	Conservation and Development = 162 (county total FTEs = 5,230)	VoicePermits Integrated to Accela Automation. In 2011, VoicePermits answered 3200 calls and scheduled 1880 inspections per month.
Palo Alto, CA	KB Paige, Sr. Technologist kb.Paige@cityofpaloalto.org	Palo Alto, Santa Clara County, California Ph: 650.329.2284	Planning and Community Environment = 25.5 FTEs (City employees = 1,019)	VoicePermits integrated to Accela Automation. In 2011, VoicePermits answered 1100 calls and scheduled 700 inspections per month.
Yorba Linda, CA	Bob Silva, Senior Building Inspector bsilva@yorba-linda.org	Yorba Linda, Orange County, California Ph: 714.961.7120	Community Development = 10 FTEs (city total FTEs = 194)	VoicePermits integrated to Accela PermitsPlus. In 2007, VoicePermits answered 1300 calls and scheduled 1000 inspections per month.
Anaheim, CA	Trevor Bennett, Information Services Manager tbennett@anaheim.net	Anaheim, Orange County, California Ph: 714.765.5100 x4732	Community Development & Planning = 170 FTEs (city total FTEs = 1820)	VoicePermits integrated to Accela Tidemark. In 2008, VoicePermits answered 1600 calls and scheduled 1000 inspections per month.



Section 4: Work Plan and Technical Description

Section 4.1: Implementation Methodology

Selectron Technologies, Inc. has developed a detailed and comprehensive project plan for the development and implementation of *VoicePermits*. The following pages outline the typical process for *VoicePermits* as a managed service. Selectron's project management approach is practical, efficient, and guided by an inherent understanding of its clients' business objectives.

Project Implementation Methodology

Selectron's Project Implementation Methodology is based on the standards from the Project Management Institute (PMI). The project will consist of the following stages: Kick-off, Design, Development, Quality Assurance, Training, User Acceptance Testing, Go-live, Transition to Managed Service, and Closeout. This methodology is explored in further detail throughout this section.

Selectron is proposing a managed service solution for the City of Garden Grove. The *VoicePermits* solution includes the necessary server hardware, telephony components, and voice infrastructure to house and operate the IVR system.

The Garden Grove solution is developed on Selectron's *VoicePermits* IVR platform. The platform is currently on its fourth major release version and has a proven track record across hundreds of implementations and millions of calls. The platform runs in a Windows Server environment and uses an embedded Microsoft SQL Server database to store log files. Additionally, the solution uses industry-leading Dialogic and Syntellect telephony software for managing telephone traffic.

Sample Implementation Project Plan

The following Sample Implementation Project Plan outlines the typical implementation process for Selectron's interactive voice response (IVR) solutions. Please note that the timelines and milestones offered in this document are for sample purposes only. The final scope of each project and each phase of that project are based upon the needs of the City and will determine the actual timelines. Once a final configuration is selected, a project plan can be created to reflect the actual project schedule.

A typical system installation takes between 90 and 120 days to implement, depending on the complexity of the system purchased and the amount of customization required. A brief description of each step in the implementation process follows.

Project Kick-Off (1 week)

Selectron will assign a project manager for each implementation. The project manager is the Customer's primary contact throughout the implementation process and will be readily available during each step of the project.

During the kickoff, the Selectron project manager will deliver an implementation questionnaire to the City. The City will answer a series of questions regarding the desired functionality of the solution, as well



as provide information on the business rules that will affect the operation of the interactive solution. The information collected from this questionnaire will give the Project Manager the knowledge needed to begin the call flow development for the City's interactive solution.

Call Flow Design (4 weeks)

The call flow is a series of flow charts depicting the choices, processes, and prompts that are available to a caller using the IVR solution. Call flow development is a collaborative process involving both the City and Selectron staff. Based upon the information provided in the Implementation Questionnaire, the Project Manager designs the first draft of the call flow and sends it to the City's lead contact for review. This initiates a series of conference calls between technical personnel to refine the flow into a final draft. The number of reviews required will depend on the complexity of the system. Simple systems may only require two revisions, whereas larger systems may require several.

The usual Agency-side participants in these conference calls may include the Project Manager, the Software Administrator, the Department Manager, IT personnel, and anyone on the influence team.

Once a final design diagram is agreed upon, it is used to guide the development of the solution. Software Developers will customize the base system code to make the final application perform according to the agreed-upon call flow.

The final call flow will be used in conjunction with the Statement of Work as a control document during acceptance testing.

Development (5 weeks)

Selectron's IVR solutions will communicate with the City's application database through an application program interface (API). Selectron will be using the API provided by SunGard to communicate with the City's permitting system.

Software Developers will be assigned to develop or extend the City's interactive solution. The Software Developers tailor Selectron's core application code to produce the system specified in the call flow.

Quality Assurance & Testing (2 weeks)

Before deployment, the software application undergoes rigorous testing to ensure the system works according to the agreed-upon specification. Selectron has developed a standard test plan that each system must pass prior to release to a customer. Upon completion of Quality Assurance Testing, the software is loaded onto the server.

Data Center Installation & Training (3 days)

During this phase of the project, Selectron will implement the IVR solution in our hosted facility. Additionally, a Training Specialist will hold a webinar to remotely train the City's staff. The Training Specialist typically conducts a multilevel training program to ensure The City's staff is thoroughly capable of performing their assigned tasks related to the system. The training will focus on application administration, including setting agency office hours, specifying transfer phone number, maintaining the office holiday list, and creating/maintaining any Optional Greetings.



User Acceptance Testing (4 weeks)

The acceptance testing period lasts 30 calendar days and commences immediately following training. During this 30-day period, it will be the City's responsibility to operate the system and document any exceptions to the agreed-upon system design. Selectron will correct any noted exceptions that do not comply with the Statement of Work or the final design.

The term "System Acceptance" means the development of the system is substantially completed. Minor omissions or variances in performance of the system not materially or adversely affecting the operation of the system as a whole will not postpone System Acceptance. The acceptance testing period will not exceed 30 days without a written agreement.

The acceptance testing process is generally performed in conjunction with familiarizing the users with the system. As users begin to input information and otherwise employ the solution, the testing staff will look for any system or design problems. Input and testing in this manner typically spans a two-week period.

Completion of the acceptance testing process concludes the implementation process of the system.

Go Live & Transition to Managed Service (2 weeks)

Each city determines its own date for releasing the IVR systems to the public. Most of Selectron's clients "go live" during the final stages of, or immediately following, acceptance testing, while others wait in order to coordinate with a related marketing effort. The Selectron Project Manager can help identify a realistic target date for a marketing release.

At this point in the project, after go-live is completed and acceptance testing has concluded, the project is transferred to Selectron's managed services. Selectron's support team will manage the technical operation of the solution. This involves system monitoring for uptime, accessibility, proper call flow operation, and data connectivity. Inherent in our managed services is Selectron's PremierPro Support Plan, which includes full hardware maintenance, a quarterly system review and support for host or backend database updates.

Our managed service also includes the ability for Garden Grove to send support requests to Selectron via phone, email or an online portal. The city maintains the responsibility of application administration and may identify other areas of questions. Our support is a primary reason why we our customers stay with us year, after year, after year.

Project Requirements

As an industry leader, Selectron offers the City the distinct advantage of provide a complete solution.

This section outlines the items and tasks that the City must provide or complete in order to ensure a successful solution launch.



Garden Grove Project Personnel

The City must assign project personnel that have approval capabilities for the design and implementation of the system. These individuals must be provided adequate time to be able to respond to questions, review flow chart documentation, develop voice scripts, and proceed at an agreed upon schedule between the City and Selectron.

It is important that the City identifies and assigns telecommunication, network, and data processing resource(s) for the i project, who will assist in managing any points of telephony and data integration from the hosted solution to the city's infrastructure. Selectron requires the following staff time commitments during the implementation process:

Staff Requirements

IVR Call flow Design	5 days
Prompt Development	2 days
Voice Recording Basic System	1 day
Voice Recording Site Address	3-4 days
Administrator Training	1 day
Testing	6 days

Staff times are an estimate of the total accumulated time required to complete each function. The staff's level of technical expertise and understanding of the City's host database structures and customer processing will be reflected in any possible changes to the above time requirements.

Computing Requirements

Workstations running the IVR's Administration Tool should be running the .NET 2.0 Framework. The web interface for the Selectron Reports Viewer is compatible with many web browsers, including Microsoft Internet Explorer®.



Section 4.2: Proposed Solution

Based on an evaluation of the contents of the RFP, Selectron has elected to bid a cloud-based *VoicePermits* IVR solution for the City. Selectron has successfully implemented cloud-based solutions and has an impeccable track record for implementing tailored solutions based on agency needs. This section outlines the functionality of the proposed solution.

Solution Overview

Selectron's *VoicePermits* is a proven permitting IVR solution that is currently live in over 200 building and permitting agencies across America. *VoicePermits* utilizes a reliable platform based on over twenty years of iterative development. Selectron has demonstrated experience implementing IVRs against a multitude of permitting systems and approaches each new project with confidence and expertise.

The proposed *VoicePermits* solution is a cloud-based managed service. In the managed services solution, Garden Grove's *VoicePermits* solution is maintained in its own separate environment within the Selectron cloud. Therefore, changes to other Selectron hosted solutions will have no impact on Garden Grove. Software updates, bug fixes and hardware updates are handled automatically, on an as needed basis. System maintenance downtime is scheduled at times that are least disruptive to the agency's procedures. Because Selectron maintains full ownership of the solution, Garden Grove need only focus on administering functionality in order to maximize the benefit of *VoicePermits* for your operations.

The hosted approach also offers Garden Grove three areas of scalability: (1) the ability to seamlessly add capacity for greater volumes if needed; (2) the ability to enhance the *VoicePermits* IVR functionality; (3) and the ability to seamlessly expand the IVR across the enterprise to other departments and applications.

Following is an overview of the proposed solution:

VoicePermits interactive voice response (IVR) solution

Callers can access Permit and Inspection information by entering a permit number as prompted by the IVR. Upon permit number validation, callers can schedule, reschedule, and cancel permit inspections. The IVR will speak permit information, including status, status date, and schedule information to the user when requested (as long as the data to be spoken exists in the City's permitting database). When a caller attempts to schedule an inspection, the IVR will verify that the requested date is available via the permitting database. If the request time is not available, the IVR will prompt the user to select a different date. Should the City desire the option, callers can choose to transfer to a live representative during normal business hours. *VoicePermits* would transfer the call out of our hosted environment to the designated agency number.

Callers can also obtain inspection results and learn whether a permit inspection is eligible. Customers and inspectors will also have the ability to leave inspection-related voicemails for each other and access them via the IVR system.



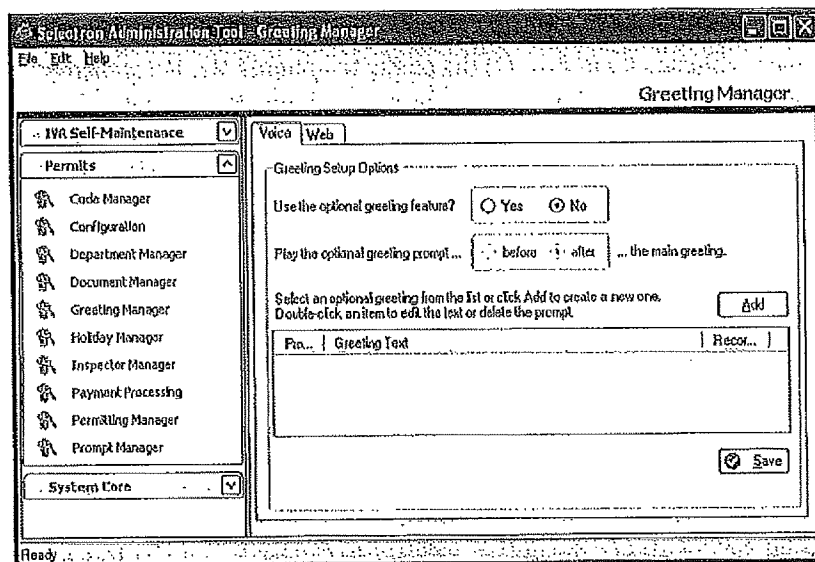
Reporting & Administration Tools

The City will have access to a suite of reports for viewing and analyzing call data, including system usage, statistics, and call activity reports. Reports can be run using a simple web tool, and can be set up to be automatically run and delivered (via email), if the City desires.

Conf Num	Date & Time	Activity Details
Friday, March 16, 2012		
Results		
080651-02	3:30:58 PM	PermitNumber: PB06-02675
080651-02	3:30:58 PM	InspectionCode: 100
Monday, March 19, 2012		
Results		
096101-02	7:52:14 AM	PermitNumber: PB06-10865
096101-02	7:52:14 AM	InspectionCode: 100

Call Activity Report

The City will have access to system configuration using the Administration Tool. The Admin Tool is a simple desktop application that allows an administrator to define system settings such as business hours, transfer numbers, optional greeting, and more.



Administration Tool

Permitsoft Integration

The City's permitting system provider is providing Selectron with an API for integration between *VoicePermits* and the Permitsoft system. The API will allow the IVR to push and pull data to and from the City's permitting database.



Additional Modules & Options

VoicePermits is a highly flexible and expandable solution. In addition to the above functionality, *VoicePermits* can be expanded with several additional modules. Based on the requirements in the RFP, Selectron is suggesting the following additional modules as possible additions to the proposed solution. These modules will incur additional costs as outlined on the Proposal Pricing.

Relay Outbound Communication Platform with Expired Permits Notification

Relay is Selectron's cloud-based communication platform, able to deliver messages via phone, email, or SMS on demand. This high-volume, multi-channel service can send expired permits reminders as a proactive and efficient way to reduce the hassle and expense of managing expired permits.

Note that *Relay* usage and pricing includes an initial set up fee and a pre-determined number of calls. Paid calls are defined as successful attempts and are based on a per-success model.

Post Inspection Results

VoicePermits can be expanded to allow inspectors to call in and post inspection results via the IVR. After entering a valid permit number, the caller will be able to post inspection results using a simple phone menu. Inspection results posted via the IVR will be routed to the City's permitting system, which will be updated automatically.

Mobile Inspection Management

Mobile Inspections is a field inspection application that enables inspectors to complete their work from the field. Mobile Inspections is designed to run on virtually any tablet or PC that is running Windows XP or newer. With Mobile Inspections, inspectors will have access to tailored datasets comprising only information that they need to get their work done. Inspectors can view their route list, result inspections, and create notices all from the field, and much more. Utilizing a powerful disconnected client, inspectors don't have to rely on being connected in order to their work -- all data is available offline, and any updates will be transferred whenever the client is once again connected. Mobile Inspections works directly with the City's permitting database to pull assignments and push inspection results, all electronically.

On-Premise Solution

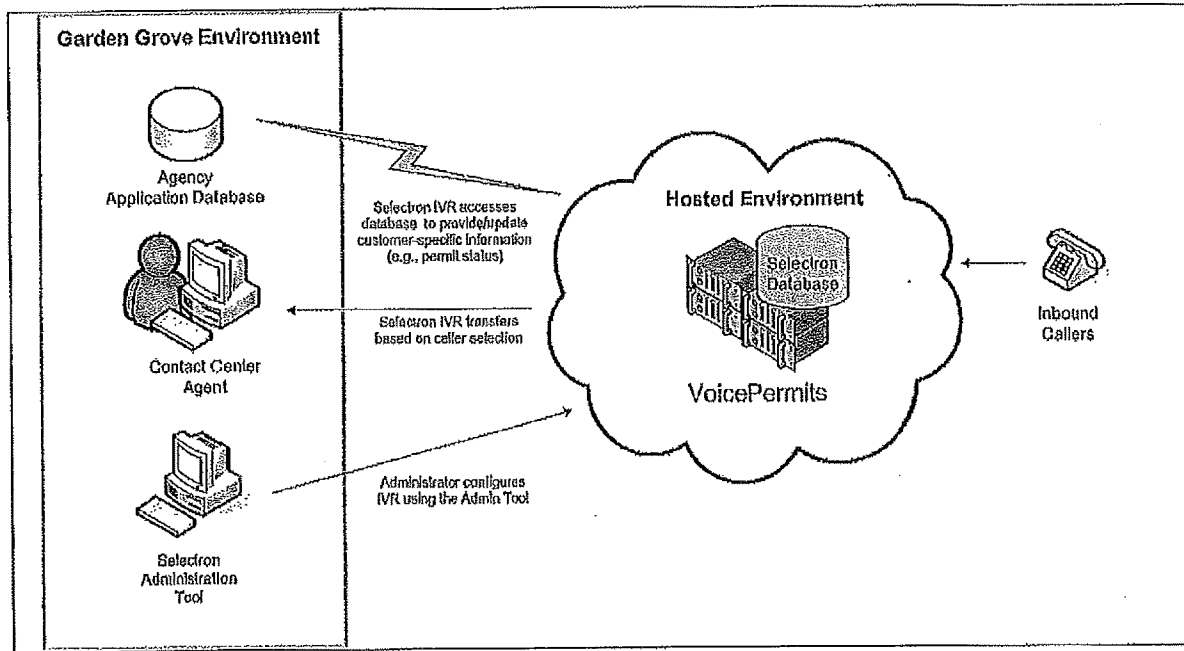
While Selectron has evaluated Garden Groves IVR requirements and has elected to bid a hosted solution, if the City desires, *VoicePermits* can be implemented as an on-premise solution. The on-premise and hosted versions of *VoicePermits* are functionally identical, the major difference being in actual implementation and administration of the system. For an on-premise solution, Selectron will implement *VoicePermits* against Garden Grove's existing telephony environment. If the City desires, Selectron can implement a standalone IVR solution for the City.

An on-premise solution may have a longer implementation timeline due to additional installation and on-site training phases. An on-premise solution has a higher initial cost and lower yearly costs when compared to our hosted solution.



Architecture

Following is a diagram of the architecture for the proposed hosted *VoicePermits* solution.



Product Support/ Managed Service

Selectron's managed service offering, including our PremierPro Support and Maintenance Plan, provides much more than the reactive, bug-fix support and maintenance plans offered by many organizations. Selectron's services team is dedicated to providing fast, effective support for the City's solution.

The following services are included with Selectron's managed service support plan:

- 24-hour, 7-days-per-week, 365-days-per-year monitoring of the technology infrastructure
- Proactive software updates, hardware updates, and bug fixes
- 24-hour, 7-days-per-week, 365-days-per-year support for emergency calls
- Toll-free telephone support hotline
- Telephone support for installation and general use questions during normal business hours
- Online technical diagnostic support
- Relief goal of one business day
- Online Customer Support Center
- Development work as required to support standard updates to the Client's application database(s). To accommodate the scheduling of resources, it is required that the Client provide Selectron with two (2) weeks' notice prior to the planned system update
- All Hardware is maintained and supported internally by the support team



Section 5: Proposed Manpower Analysis

Section 5.1: Sample Implementation Plan

The following is a sample implementation plan based on the methodology outlined in section 4.1. Please note that this timeline is to be used as an *example only*.

ID	Task Name	Duration	Start	Finish	2nd Quarter			3rd Quarter			
					Jul	Aug	Sep	Oct	Nov	Dec	
1	OR Garden Grove RFP Timeline	6 Weeks	Mon 12/24/12	Wed 4/10/13							
2	OR Project Kick Off	1 Week	Mon 12/24/12	Thu 12/27/12							
3	OR Design Roll Out	4 Weeks	Mon 12/24/12	Thu 1/17/13							
4	OR Development	2 Weeks	Mon 1/14/13	Thu 1/17/13							
5	OR Usability	2 Weeks	Mon 1/14/13	Thu 1/17/13							
6	OR Quality Assurance	2 Weeks	Mon 1/14/13	Thu 1/17/13							
7	OR Rollout and Training	3 Weeks	Mon 1/14/13	Thu 1/17/13							
8	OR User Acceptance Testing	4 Weeks	Thu 2/22/13	Wed 3/27/13							
9	OR Go-Live	1 Week	Thu 3/22/13	Wed 3/27/13							
10	OR Project Closure	1 Week	Thu 4/11/13	Wed 4/10/13							

Confidential & Proprietary

Page 1





Section 5.2: Staff Resumes

Selectron provides each of our clients with a dedicated project team consisting of highly skilled professionals. With years of industry experience, we possess a thorough understanding of the needs and requirements of our customers and direct our project management efforts accordingly. Selectron's staff, having implemented our solutions for more than 350 clients, are well qualified to support an IVR system installation project from beginning to end.

The actual personnel involved in the implementation of the project will include select staff members from the group listed below.

Executive Operations Staff

Name and Title	Dan Porter, Executive Vice President, Operations
E-mail	Dan.Porter@STIgov.com
Project Assignment	Oversees all Technical and Operations staff
Years Experience	24 years
Education	BS, Mathematics; Computer Science
Experience & Qualifications	<ul style="list-style-type: none"> • 9 years at Selectron leading product development, delivery, and support • Direct leadership in the implementation of over 300 interactive solutions • Initiated and grew successful teams for Support, Product Management, and Project Management

Name and Title	Mike Hannegan, Vice President, Director of Technical Services
E-mail	Mike.Hannegan@STIgov.com
Project Assignment	Technical Leadership/Architecture
Years Experience	32 years telecommunications, 20 years voice processing
Education	BS, Engineering
Experience & Qualifications	<ul style="list-style-type: none"> • Lead developer on 112 IVR projects • Mentor on more than 50 IVR implementations • Designed and developed Selectron's Initial IVR solutions • Developed the Initial <i>VoiceUtility</i>[™] product • Provides new technology and feature product direction

Project Management Staff



Section 5 – Proposed Manpower Analysis
City of Garden Grove RFP# S-1105

Name and Title	Julie Hackett, PMP, Director of Project Management
E-mail	julie.hackett@STIgov.com
Project Assignment	Oversees Project Management, Product Management, and Installations & Training staff
Years Experience	17 years
Education	BS, Civil Engineering
Certifications	Project Management Professional (PMP) and Engineer in Training FL (EI)
Experience & Qualifications	<ul style="list-style-type: none">• 17 years of experience managing product development and delivery projects in Technology, Utility, and Healthcare industries• Experienced in leading enterprise software implementations with interfaces to work management, GIS, and CIS systems• Experienced in growing successful Project Management and support teams

Name and Title	Don Presten, PMP, Lead Project Manager
E-mail	Don.Presten@STIgov.com
Project Assignment	Project Manager
Years Experience	19 years
Education	AA, General Education
Certifications	<ul style="list-style-type: none">• Project Management Professional (PMP), Project Management Institute• Certificate of Project Management, San Diego State University
Experience & Qualifications	<ul style="list-style-type: none">• Over 19 years experience in Software Development Project Management• Over 16 years experience in implementation of software and hardware solutions• Management experience in Customer Support and Quality Assurance



Section 5 – Proposed Manpower Analysis
City of Garden Grove RFP# S-1105

Name and Title	Brandon Simchuk, Project Manager
E-mail	Brandon.Simchuk@STIgov.com
Project Assignment	Project Manager
Years Experience	Seven years
Education	BS, Computer Information Systems
Certifications	<ul style="list-style-type: none">• Project Management Certificate of Completion, Portland State University Professional Development Center
Experience & Qualifications	<ul style="list-style-type: none">• Onsite Installation and training for more than 70 IVR, IWR, and mobile solutions• Project Manager on more than 217 interactive solution implementations


Name and Title	Liam Moriarty, Project Manager
E-mail	Liam.Moriarty@STIgov.com
Project Assignment	Project Manager
Years Experience	13 years
Education	BS, Computer Information Systems
Certifications	<ul style="list-style-type: none">• Project Management Certificate of Completion, Portland State University Professional Development Center• Improving the Effectiveness of Speech & IVR Workshop Certificate of Completion, Enterprise Integration Group
Experience & Qualifications	<ul style="list-style-type: none">• Over 75 new IVR projects• Over 150 aftermarket IVR projects



Software Development Staff (IVR)


Software Developers will be assigned to the various phases of your implementation: design documentation, web site map, software development, web page production, testing, and technical support. Software Developers work with you, your staff, and your Selectron Project Manager to design, develop, and test your interactive system. Below are brief resumés of several members of our Software Development staff:

Name and Title	Bob Ristau, Development Team Manager
E-mail	Bob.Ristau@STIgov.com
Project Assignment	Software Development, Quality Assurance
Years Experience	Six years
Education	BA (Computer Science, Math, English), MBA
Experience & Qualifications	<ul style="list-style-type: none"> • Provides leadership and direction for development and QA staff • Led Mobile development team responsible for implementation and deployment of Mobile Assets, Mobile CDR, and <i>InspecTrack</i> solutions • Designed and implemented Windows Mobile <i>InspecTrack</i> and Mobile Assets solutions • Former member of the IVR and development teams

Name and Title	Donna Taylor, Senior Software Developer
E-mail	Donna.Taylor@STIgov.com
Project Assignment	Software Development
Years Experience	25 years
Education	BS, Computer Science
Certifications	Microsoft Certified Professional 
Experience & Qualifications	<ul style="list-style-type: none"> • Team lead for implementation and deployment of IVR telephony application suite • Lead developer on 45 IVR projects • Co-developed <i>InspecTrack</i> Notebook Edition solution • Lead developer on <i>InspecTrack</i> Pocket Edition solution • Developed Retail Customer Satisfaction IVR Survey System • Developed <i>WebUtility</i>™ Utility Billing System




Section 5 -- Proposed Manpower Analysis
City of Garden Grove RFP# S-1105

Name and Title	Michael Staley, Senior Software Developer
E-mail	Mike.Staley@STIgov.com
Project Assignment	Software Development
Years Experience	10 years
Education	MS, HR Management, BS, Communications
Certifications	Microsoft Certified Professional 
Experience & Qualifications	<ul style="list-style-type: none">• Lead developer on 65 <i>VoicePermits</i>, 20 <i>VoiceUtility</i>, and 3 <i>VoiceCourt</i> IVR applications• Developed City of Portland Business License Survey Line

Name and Title	Tim Hamilton, Software Development Engineer
E-mail	Tim.Hamilton@STIgov.com
Project Assignment	Software Development
Years Experience	Two years
Education	MS, Computer Science, BS, Computer Science
Experience & Qualifications	<ul style="list-style-type: none">• Lead developer on 16 IVR projects• Previous experience in Customer Support



Section 5 – Proposed Manpower Analysis
City of Garden Grove RFP# S-1105

Name and Title	Chris Kasten, Software Development Engineer
E-mail	Chris.Kasten@STIgov.com
Project Assignment	Software Development
Years Experience	Three years
Education	BS, Computer Engineering
Certifications	Microsoft Certified Professional Developer <ul style="list-style-type: none">Windows Form Applications 
Experience & Qualifications	<ul style="list-style-type: none">Lead developer on 13 IVR projectsPrevious experience in customer support

Name and Title	Doyle Nickless, Software Development Engineer
E-mail	Doyle.Nickless@STIgov.com
Project Assignment	Software Development
Years Experience	25 years
Education	BS, Electrical Engineering
Experience & Qualifications	<ul style="list-style-type: none">Experience as software developer, architect, and managerExperience with embedded microcontroller firmware and USB communicationsLead developer on 7 IVR projects

Name and Title	Tyler Jenkins, Software Development Engineer
E-mail	Tyler.Jenkins@STIgov.com
Project Assignment	Software Development
Years Experience	Four years
Education	BS, Computer Engineering
Experience & Qualifications	<ul style="list-style-type: none">Lead developer for 20 IVR projectsPrevious experience in Customer Support



Quality Assurance (QA) Specialist

The QA Specialist is responsible for ensuring that the delivered solution has been validated internally using a test plan that is customized to match the specific features, add-ons, and call flow for each implementation. In addition to performing testing routines, the QA Specialist schedules resources, collects data, and provides the customized testing documents.


Name and Title	Andy Tran, QA Specialist
E-mail	Andy.Tran@STIgov.com
Project Assignment	Quality Assurance
Years Experience	Five years
Education	BS, Management & Marketing
Experience & Qualifications	<ul style="list-style-type: none">• Designs & implements test cases for new and current products• Executes product and system tests, analyzing and recording test results

Name and Title	Jennifer Mallett
E-mail	Jennifer.Mallett@STIgov.com
Project Assignment	Quality Assurance
Years Experience	11 years
Education	BS, Management & Business Information Systems
Experience & Qualifications	<ul style="list-style-type: none">• Designs & implements test cases for new and current products• Executes product and system tests, analyzing and recording test results



Customer Support Engineers

Customer Support Engineers ensure that all customer requests are handled in a consistent and timely manner. They coordinate communication, perform testing and debugging to isolate issues, and maintain the customer request database. In addition, they provide technical support for the creation of system manuals, maintain the Selectron website FAQs, and create advanced system configuration routines. Below are brief resumés for our Customer Support Engineers:

Name and Title	Brent Hara, Customer Support Manager	
E-mail	Brent.Hara@STIgov.com	
Project Assignment	Technical Support	
Years Experience	16 years	
Education	AAOT/AS Business Management	
Certifications	Microsoft Certified Professional	
Experience & Qualifications	<ul style="list-style-type: none"> • Provides leadership and direction to the Customer Support Team • Assists in resolution of complex or escalated customer issues • 12 years of leadership and management experience in a variety of professional fields, including Call Center and Customer Service • Innovates and documents company policies and procedures 	

Name and Title	Marisa Moniz, Customer Support Engineer III	
E-mail	Marisa.Moniz@STIgov.com	
Project Assignment	Technical Support	
Years Experience	5 years	
Education	B.S., Computer Science, B.A., Fine Arts	
Experience & Qualifications	<ul style="list-style-type: none"> • Provides first & second level support for all interactive solutions 	



Section 5 – Proposed Manpower Analysis
City of Garden Grove RFP# S-1105

Name and Title	Eric Elsholz, Customer Support Engineer
E-mail	Eric.Elsholz@STIgov.com
Project Assignment	Technical Support
Years Experience	6 years
Education	B.A., Chemistry; Biology
Experience & Qualifications	<ul style="list-style-type: none">• Provides first & second level support for all interactive solutions

Name and Title	Traci Kriz, Customer Support Engineer
E-mail	Traci.Kriz@STIgov.com
Project Assignment	Technical Support
Years Experience	23 years
Education	High School Diploma
Experience & Qualifications	<ul style="list-style-type: none">• Provides first & second level support for all Interactive solutions

**BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

SELECTRON TECHNOLOGIES, INC.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

TODD A. JOHNSTON PRESIDENT, CEO

Please Print (Name & Title of Authorized Representative)

10/3/12

Date

(503) 443-1400

Phone Number

tjohnston@stigov.com

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: sandras@garden-grove.org. This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove
Attention: Sandra Segawa
Purchasing Division
11222 Acacia Parkway
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

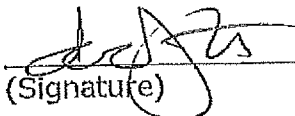
The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. 1 & 2

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

<u>Lewis Gouge</u>	<u>Senior Account Executive</u>	<u>(503) 597-3312</u>
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: 
(Signature)
Todd A. Johnston
(Type or Print Name)
President/CEO
(Title)

Proposer's Business Address
and Telephone/Fax Numbers:

7405 SW Tech Center Dr, Suite 140

Portland, OR 97223

T: (866) 878-0048 F: (503) 443-2052

ATTACHMENT "C"
MASTER SERVICES AND HOSTING AGREEMENT



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "Agreement") by and between Selectron Technologies, Inc, an Oregon corporation having a principal place of business at 7405 SW Tech Center Drive Suite 140, Portland, OR 97223, and its successors and assigns ("Licensor"), and Garden Grove, California ("Customer").

Recitals

WHEREAS, as between Licensor and Customer, Licensor is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "Licensed Software;" and

WHEREAS, Licensor wishes to grant to Customer, and Customer desires to obtain from Licensor, certain rights to access and use, and to permit authorized Customer employees to access and use the Licensed Software through Licensor's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "Derivative Work" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.2 "Documentation" shall mean the standard documentation for the Licensed Software, as generally provided by Licensor to its other customers.

1.3 "Employee" shall mean a then-current employee of Customer.

1.4 "Intellectual Property Rights" shall mean worldwide statutory and common law rights associated with (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and "moral rights"; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); and (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.5 "Licensed Software" shall mean, collectively, (a) those Server Programs that are set forth in Exhibit A; (b) the Documentation; and (c) any Updates.

1.6 "Server Program" shall mean the object code form of those portions of the Licensed Software that are both designed to be installed and used on a server, and are expressly designated as "Server Program(s)" in Exhibit A.

1.7 "Service" shall mean the service by which software products and services (including, without limitation, the Server Programs) hosted on servers controlled by Licensor and, as applicable, its designees, are made available through the Internet for remote use by third parties.

1.8 "Term" shall have the meaning set forth in Section 12.1.

1.9 "Trademarks" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; and (c) such other marks and logotypes as either party may designate from time to time in writing.

1.10 "Updates" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to the Server Programs and Documentation that may be provided or otherwise made available hereunder by Licensor to Customer during the Term.

2. Grant of License; Restrictions

2.1 **Grant of License to Use Server Programs.** Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, Licensor hereby grants to

Customer a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Server Programs as made available by Licensor through the Service, solely in accordance with the Documentation and solely for Customer's own internal business use. Customer may only access and use the Server Programs with valid customer identification(s) and password(s) granted to Customer by Licensor pursuant to Section 3.2. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Licensor to Customer hereunder with respect to the Server Programs.

2.2 Restrictions. Customer hereby acknowledges and agrees that it shall not use the Service for any purpose other than the purpose for which Licensor has developed the Service, and that it shall use the Licensed Software and the Service in accordance with all applicable laws, rules, and regulations. Customer shall not, and shall not permit any Employee or third party to: (a) copy all or any portion of the Licensed Software or the Service; (b) decompile, disassemble or otherwise reverse engineer the Licensed Software or the Service, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or Service or any portion thereof, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity; (c) modify, translate, or create any Derivative Works based upon the Licensed Software or the Service; (d) distribute, disclose, market, rent, lease, sell, timeshare, assign, sublicense, pledge, or otherwise transfer the Licensed Software or the Service, in whole or in part, to any third party, or use the Licensed Software for the commercial or other benefit of a third party; (e) remove or alter any copyright, Trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software or the Service; (f) perform, or release the results of, benchmark tests or other comparisons of the Licensed Software or the Service with other software or materials; (g) permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; (h) incorporate the Licensed Software or any portion thereof into any other materials, products, or services, or use the Licensed Software for production purposes; or (i) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 2.2, Licensor may terminate this Agreement in accordance with Section 12.2, and shall be entitled to equitable relief in accordance with Section 13.5.

2.3 Restrictions. Licensor hereby acknowledges that the Customer Materials will contain sensitive, personally-identifiable information. Licensor will not disclose Customer Materials to any third-party and will maintain and use the Customer Materials only for purposes of making the Customer Materials available to Customer. Licensor will promptly delete any Customer Materials that Customer requests in writing to be deleted (except for data retention required by law).

3. Deliverables and Services

3.1 Delivery of Documentation. Licensor shall provide Customer with the Documentation according to the delivery terms and conditions set forth in Exhibit A. All deliveries under this Agreement, including, without limitation, any Documentation, shall be F.O.B. Licensor's facilities.

3.2 Customer Identification and Passwords. Licensor shall provide Customer with identification and passwords, which Customer must use to access and use the Licensed Software and/or the Service. Customer shall receive one "Administrator Identification" and one "Administrator Password" that may be used by Customer's system administrator or other qualified Employee, in accordance with the Documentation, to access certain Customer account information and to obtain and issue individual "User Identification" and "User Passwords" for each individual Employee who shall be accessing the Licensed Software and/or the Service. Licensor and/or its suppliers or licensors shall control the issuance of each Administrator Identification, Administrator Password, User Identification, and User Password. Customer (a) hereby acknowledges that it bears sole responsibility for protecting all Administrator Identifications, Administrator Passwords, User Identifications, and User Passwords granted in connection with this Agreement; (b) shall not provide any such information to any third party; and (c) shall remain fully responsible and liable for (and Licensor shall not be responsible or liable for) any unauthorized use of any Administrator Identifications, Administrator Passwords, User Identifications, or User Passwords.

3.3 Hosting. During the Term, Licensor and/or its designees shall host and maintain the Server Programs and the Service, and provide access thereto, subject to the terms and conditions of this Agreement.

3.4 Updates, Maintenance, and Technical Support. During the Term, Licensor shall provide Customer with (or, with respect to Server Programs, make available to Customer) Updates as they are made generally available by Licensor to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Licensor hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.5 Further Customer Obligations. Customer shall be solely responsible for accessing the Server Programs and the Service, and for any and all costs and fees in connection with accessing and using the Licensed Software and/or the Service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any and all equipment used by Customer in connection with accessing the Licensed Software and/or the Service. Customer acknowledges that Licensor shall have no obligation to assist Customer in using

or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

Customer shall pay to Licensor service fees ("Service Fees") in the amounts and according to the terms and conditions set forth in Exhibit A.

5. Proprietary Rights

As between Licensor and Customer, Licensor and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Software and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Licensed Software or Service (or any portion thereof) and any Updates and upgrades thereto. Customer agrees to take any action reasonably requested by Licensor to evidence, maintain, enforce, or defend the foregoing. Customer shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Licensor's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software is licensed, not sold, and Customer shall have only those rights in and to the Licensed Software and Service and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the other party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent. "Proprietary Information" includes, but is not limited to (a) the Licensed Software and the Service (including any and all Derivative Works and Updates and upgrades thereto); (b) all Administrator Identifications, Administrator Passwords, User Identifications, and User Passwords, Reports; (c) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (d) information regarding plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (e) information regarding the skills and compensation of employees. Nothing will be considered to be Proprietary Information if (1) it is readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by the receiving party from a third party without confidential limitations; (3) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (4) it was rightfully known to

the receiving party prior to its first receipt from the disclosing Party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate powers, (b) has been duly authorized by all necessary corporate action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Warranty. Subject to the limitations set forth in this Agreement, Licensor represents and warrants to Customer that the Server Program, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation as delivered to Customer. If Customer finds what it reasonably believes to be a failure of the Server Program to substantially conform to the functional specifications in the Documentation, and provides Licensor with a written report that describes such failure in sufficient detail to enable Licensor to reproduce such failure, Licensor shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. Outside the United States, this limited warranty is only available with proof of purchase from an authorized non-U.S. source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, LICENSOR PROVIDES THE LICENSED SOFTWARE AND SERVER PROGRAM TO CUSTOMER "AS IS" AND "AS AVAILABLE." LICENSOR MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE SERVICE OR SERVER PROGRAM SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY LICENSOR, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. Except as provided in Section 3.4, this Section 7.2 states the entire liability of Licensor and the sole and exclusive remedy of Customer with respect to any express or implied warranties hereunder or otherwise in connection with this Agreement, regardless of whether Licensor knows or has reason to know of Customer's particular needs.

7.3 Exclusive Warranty. THE EXPRESS WARRANTY SET FORTH IN SECTION 8.2 CONSTITUTES THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, THE SERVICE, AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT.

LICENSOR MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, THE SERVICE, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, OR THE SERVICE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE, THE SERVER PROGRAM, OR THE SERVICE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN SECTION 8.2 OF THIS AGREEMENT. Sections 8.2 and 8.3 shall be enforceable to the fullest extent allowed by applicable law.

7.4 Defects Not Covered by Warranties.

Licensor shall have no obligations under Section 8.2 to the extent any nonconformance or failure of, or error in, the Licensed Software, Server Program, or Service is caused by: (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, Server Program, or the Service, or combination of the Licensed Software, Server Program, or Service with any other materials or service, unless the combination is performed by Licensor; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, Server Program, or the Service, or any use of the Licensed Software, Server Program, or the Service that is not in accordance with this Agreement and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, Server Program, or the Service, except as may be performed by Licensor; or (d) failure to provide a suitable use environment for all or any part of the Licensed Software, Server Program, or the Service.

8. Security Disclaimer

8.1 Internet Security.

Licensor's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Customer is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Licensor makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment, or (ii) any third-party technologies' or services' ability to meet Customer's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Customer acknowledges and agrees that Licensor does

not operate or control the Internet and that Licensor shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software, Server Program, or the Service or information contained therein that is caused by (i) viruses, worms, Trojan horses, or other undesirable data or software; (ii) unauthorized users, e.g., hackers; or (iii) any other third party or activity beyond Licensor's reasonable control.

8.2 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication to Customer's employees who use the Licensed Software and Server Program in support of existing processes. These services are not intended to replace all interaction with Customer's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, Internet service disruptions. 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, when using the Licensed Software and Server Program, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Licensor, and that Customer forever releases Licensor from any and all liability caused by: (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (ii) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (iii) if Customer, or Customer's employees, 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, unless such Losses were directly attributed to Company's gross negligence or willful misconduct.

9. Indemnification

9.1 Indemnity Obligations of Licensor. Licensor shall defend any action brought against Customer to the extent it is based on a third party claim that use by Customer of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. Licensor shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Customer in such action that are attributable to such claim, provided: (a) Customer notifies Licensor in writing of any such claim within thirty (30) days of learning of such

claim; (b) Licensor has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates with Licensor, at Licensor's expense, in defending or settling such claim (provided that Licensor shall not enter into any settlement or other compromise that materially adversely affects Customer without Customer's written approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Customer agrees to promptly notify Licensor of any known or suspected infringement or misappropriation of Licensor's proprietary rights of which Customer becomes aware. Should the Licensed Software, Server Program, or the Service become, or be likely to become in Licensor's opinion, the subject of any claim of infringement, Licensor may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and provide Customer with a refund equal to the fees paid by Customer, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis.

9.2 Exclusions. Licensor shall have no liability for any claim based upon: (a) the use, operation, or combination of the Licensed Software, Server Program, or the Service with non-Licensor programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software, Server Program, or Service; (c) Customer's or its agents' or Employees' activities after Licensor has notified Customer that Licensor believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software, Server Program, or the Service that are not specifically authorized in writing by Licensor; (e) any third party software; (f) any Customer Materials; or (g) Customer's breach or alleged breach of this Agreement. Customer shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against Licensor in such action that are attributable to such claim provided: (i) Licensor notifies Customer in writing of any such claim within three (3) days of learning of such claim; (ii) Customer has sole control of the defense and all related settlement negotiations (provided that Customer shall not enter into any settlement or other compromise that materially adversely affects Licensor without Licensor's written approval, which shall not be unreasonably withheld, delayed, or conditioned); and (iii) Licensor cooperates with Customer, at Customer's expense, in defending or settling such claim.

9.3 This Section 9 states the entire liability of Licensor and the exclusive remedy of Customer with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

10. Limitation of Liability

10.1 Limited Remedy. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL

LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, ANY LOST DATA AND LOST PROFITS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY PROVIDED FOR IN THIS PARAGRAPH IS NOT INTENDED TO APPLY TO OR LIMIT LICENSOR'S OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER FROM CLAIMS BY THIRD PARTIES OTHER THAN CUSTOMER.

10.2 Maximum Liability. Licensor's total cumulative liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed three (3) times the amounts actually received by Licensor from Customer hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Customer acknowledges that the License Fees and Service Fees reflect the allocation of risk set forth in this Agreement and that Licensor would not enter into this Agreement without the limitations on liability set forth in this Agreement. Notwithstanding the foregoing, the limitation of liability provided for in this paragraph is not intended to apply to or limit Licensor's obligation to indemnify, defend and hold harmless Customer from Claims by third parties other than Customer.

11. Term and Termination

11.1 Term. The term of this Agreement (the "Term") shall be for period of four (4) years from full execution of the Agreement. This Agreement may be terminated by the Customer without cause. In such event, the Customer will compensate Licensor for work performed to date in accordance with Licensor's proposal (Attachment B to Software Licensing and Professional Services Agreement) and this Master Services and Hosting Agreement. Licensor is required to present evidence to support performed work completion. In the event of the termination of this Agreement for any reason prior to the expiration of the four (4) year term, CONTRACTOR shall be titled to a pro-rated portion of the Annual Usage and Support Fee due during the year of termination and shall be obligated to reimburse Licensee for any portion of the Annual Usage and Support Fee in excess of the pro-rated amount paid in advance by Licensee, if any.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60-) day- period substantial steps necessary to remedy the default and

thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Customer breaches Sections 2.2, 6 and/or 6 of this Agreement, Licensor may immediately terminate this Agreement. Customer shall notify Licensor within twenty-four (24) hours of Customer's becoming aware of any breach (other than by Licensor) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 6 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Customer hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Customer shall, at its sole expense, return to Licensor (or destroy, at Licensor's sole election) all Licensed Software and Confidential Information (and all copies, summaries, and extracts thereof) then in the possession or under the control of Customer and its current or former employees. Customer shall furnish to Licensor an affidavit signed by an officer of Customer certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of breaches occurring prior to the effective date of such termination. The provisions of Sections 1 ("Definitions"), 2.2, 2.4 ("Restrictions"), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security Disclaimer"), 10 ("Indemnification"), 11 ("Limitation of Liability"), 12 ("Term and Termination") and 13 ("General Provisions"), and Sections 3.4 ("Updates, Maintenance, and Technical Support") and 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), shall survive the expiration or any termination of this Agreement.

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of): (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 13.1):

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Orange County, California, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and actual attorney fees paid or incurred in good faith.

12.5 Injunctive Relief. In the event that Customer breaches any provision of Sections 2, 6, or 7 or any other material provision of this Agreement, Customer acknowledges and agrees that there can be no adequate remedy at law to compensate Licensor for such breach, that any such breach will allow Customer or third parties to compete unfairly with Licensor resulting in irreparable harm to Licensor that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Licensor shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Licensor may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Customer agrees that Section 8.3 will remain in effect notwithstanding the unenforceability of any provision in Sections 8.2 and/or 8.4.

12.8 Independent Contractor Relationship. Licensor's relationship with Customer will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Customer is not an agent of Licensor and is not authorized to make any representation, contract, or commitment on behalf of Licensor, or to bind Licensor in any way. Licensor is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Licensor will not be entitled to any of the benefits that Customer may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Customer shall cooperate with Licensor so that Licensor may issue a press release concerning this Agreement; provided, however, Licensor may not release any such press release without the prior approval of Customer (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Licensor shall have the right to use Customer's name as a customer reference, and to use Customer's trade name on Licensor's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software, Server Program, and Service are "commercial items", as that

term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software, Server Program, and Service are licensed to any U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 7405 SW Tech Center Drive, Suite 140, Portland, Oregon 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Customer is a governmental entity, all other state and local governments within Customer's state may purchase a license from Licensor to use the Licensed Software and Server Program and may purchase the Service, under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Licensor.

12.12 Export Controls. The Licensed Software, Server Program, and the Service are subject to the export control laws of the United States and other countries. Customer may not export or re-export the Licensed Software, Server Program, or Service, unless Customer has first obtained Licensor's prior written permission and the appropriate United States and foreign government licenses, at Customer's sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software, Server Program, and the Service. None of the Licensed Software, and no part of the Service, may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer shall defend, indemnify and hold Licensor and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Customer's violation of such export control laws. Licensor further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this

Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Licensor and Customer. To the extent

that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Customer to Licensor will not modify the terms and conditions of this Agreement or have any force or effect.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

SELECTRON TECHNOLOGIES, INC

CUSTOMER

By: _____
Signature

By: _____
Signature

Name: Todd A. Johnston

Name: _____

Title: President

Title: _____

Date: 3/6/13

Date: _____

Address: 7405 SW Tech Center Drive, #140
Portland, OR 97223

Address: _____

EXHIBIT A
License and Service Fees

Description	Investment
One Time Setup Fee – Hosted VoicePermits Solution^{1,2} Included Functionality: <ul style="list-style-type: none"> • Schedule Inspections • Cancel Inspections • Obtain Inspection Results • Speak Site Address • Permit Based Messaging • VoicePermits Reporting Module 	\$17,500
Annual Usage & Support Fee <ul style="list-style-type: none"> ○ Includes 15,000 calls, platform support, and service calls to our Support Team ○ Above 15,000 calls is billed at \$0.50 per call ○ Company reserves the right to increase Annual fee by 5% per year 	\$7,500
Investment for VoicePermits (Hosted Platform)	\$25,000

Required Items Not Included in Selectron Technologies VoicePermits Base System

- Required Host Interface (Please Contact Permitsoft for Pricing)
- Host Interface Components Must Be Installed and Functioning Prior to On-Site Installation

Optional VoicePermits Functionality – One Time Setup Fee

Relay Platform Setup Fee (for Expired Permits Notifications) \$2,500

Optional VoicePermits Functionality – Annual Usage & Support Fee

Post Inspection Results Via Phone \$1,250
 Expired Permits Notifications (Includes 7,000 phone/FAX/Email messages per year) \$3,500

¹Selectron Technologies can provide an on-premise solution at additional cost.

²Selectron Technologies and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Software and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Licensed Software or Service (or any portion thereof) and any Updates and upgrades thereto.

Selectron product and service pricing & payment information

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 (Base System)

- \$ 8,750 Invoiced at time of execution of contracts
- \$ 4,375 Invoiced when system design / call flow documentation is delivered to client
- \$ 4,375 Invoiced when system is made available for client testing
- \$ 7,500 Invoiced 30 calendar days after client testing made available or when the system is made operational to the public (whichever occurs first). This will be the System Anniversary Date used for annual usage calculations and support fee renewal.

Interest

Any amounts payable by Customer to Licensor hereunder which remain overdue for thirty (30) days or longer shall be subject to interest equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by law, calculated on a daily basis.

Taxes

All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Customer shall pay, indemnify, and hold Licensor harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other fees, governmental charges, or taxes of any nature (other than U.S. taxes on Licensor's income), including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Customer and any services rendered to Customer.

Payment Terms

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee.

Vendor Information

Selectron Technologies, Inc.
7405 SW Tech Center Drive, Suite 140
Portland, OR 97223
Ph: 503.443.1400 Fax: 503.443.2052

Time-and-Materials Billing Rates

Selectron will provide custom programming and non-warranty maintenance Client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at our then current, standard published billing rates. Selectron will issue a quote and scope of work to the Client. A purchase order must be issued before work can be scheduled or begin.

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Licensor shall provide for Customer.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- A. **"Error"** means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.
- B. **"Error Correction"** means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into material conformity with the Documentation.
- C. **"Priority A Error"** means an Error that renders Licensed Software or the Service, as applicable, inoperative or causes a complete failure of the Licensed Software or the Service, as applicable.
- D. **"Priority B Error"** means an Error that substantially degrades the performance of Licensed Software or the Service, as applicable, or materially restricts Customer's use of the Licensed Software or the Service, as applicable.
- E. **"Priority C Error"** means an Error that causes only a minor impact on Customer's use of Licensed Software or the Service, as applicable.

II. Error Reporting and Resolution

- A. **Error Reporting.** Licensor shall provide Customer with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Licensor's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Licensor holidays.
- B. **Licensed Software Error Resolution.** Licensor shall use commercially reasonable efforts to:
 - (a) notify applicable Vendors of all Licensed Software Errors properly reported by Customer in accordance with Section II(A) of this Exhibit A; (b) make available to Customer any Error Corrections that are made available by such Vendor(s) to Licensor promptly after such Error Corrections are delivered to Licensor; and (c) update Customer with respect to the progress of the resolution of all Licensed Software Errors.
- C. **Service Error Resolution.** Customer shall report all Errors in the Service to Licensor in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Licensor shall use commercially reasonable efforts to correct any Error in the Service reported by Customer, in accordance with the priority level actually assigned by Licensor to such Error, as follows:
 - 1. **Priority A Service Errors.** In the event of a Priority A Error in the Service, Licensor shall, within two (2) hours of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within twenty-four (24) hours of receiving Customer's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Customer's report. Licensor shall provide Customer with periodic reports (no less frequently than once every eight (8) hours) on the status of the Service Error Correction.

2. Priority B Service Errors. In the event of a Priority B Error in the Service, Licensor shall, within six (6) hours of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within forty-eight (48) hours of receiving Customer's report of such Error, and an Error Correction within six (6) business days of receiving Customer's report. Licensor shall provide Customer with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Service Error Correction.

3. Priority C Service Errors. In the event of a Priority C Error in the Service, Licensor shall, within two (2) business days of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within six (6) business days of receiving Customer's report of such Error, and an Error Correction within three (3) weeks of receiving Customer's report. Licensor shall provide Customer with periodic reports on the status of the Service Error Correction.