City of Carson City
Agenda Report

Date Submitted: November 8, 2010   **Agenda Date Requested:** November 18, 2010

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: Action to approve Contract No. 1011-141 a contract for hardware and associated peripheral equipment and devices for computers and/or software for computers and therefore not suitable for public bidding pursuant to NRS 332.115 (1)(g) and (h) for the purchase of TELESTAFF License and Annual Service Agreement from Principal Decision Systems International (PDSI) for a not to exceed cost of $70,355.00 to be funded from the Telestaff Line Item of the Capital Acquisition Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Staff Summary: The Carson City Fire Department and the Carson City Sheriff's Department are requesting the purchase of the TELESTAFF software that uses intelligent technology to manage staffing for the public safety agencies. The software will produce schedules, manage leave and vacancies, and will fill vacancies using rules established by the public safety agencies. Additionally the software will interface with a telephone interface to call employees regarding staffing changes, filling vacancies, and approving leave.

TELESTAFF software has been well tested and is used by over 500 public safety agencies in the United States, 5 of which are local.

Type of Action Requested: (check one)

(   ) Resolution   (   ) Ordinance
(X) Formal Action/Motion   (   ) Other (Specify)

Does This Action Require A Business Impact Statement: (   ) Yes (X) No

Recommended Board Action: I move to approve Contract No. 1011-141 a contract for hardware and associated peripheral equipment and devices for computers and/or software for computers and therefore not suitable for public bidding pursuant to NRS 332.115 for the purchase of TELESTAFF License and Annual Service Agreement from Principal Decision Systems International (PDSI) for a not to exceed cost of $70,355.00 to be funded from the Telestaff Line Item of the Capital Acquisition Fund as provided in FY 2010/2011. (*Sandy Scott-Fisher*)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (g) and (h)**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

  1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

  (g) Hardware and associated peripheral equipment and devices for computers;

  (h) Software for computers;

are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (g) and (h)

Fiscal Impact: $70,355.00

Explanation of Impact: If approved the below account could be reduced by $70,355.00
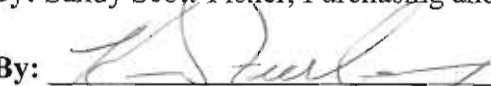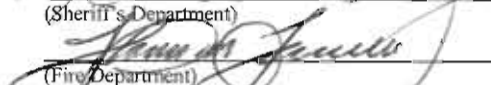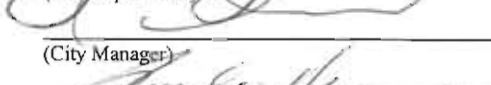
Funding Source: 220-0000-422-6588 as provided in FY 2010/2011

Alternatives: Not approve contract and provide further direction

Supporting Material: Contract No. 1011-141 and Exhibit A

Prepared By: Sandy Scott-Fisher, Purchasing and Contracts Coordinator

Reviewed By: _____   Date: __11/8/10__
(Sheriff's Department)

_____   Date: __11-8-10__
(Fire Department)

_____   Date: __11/8/10__
(City Manager)

_____   Date: __11/8/10__
(District Attorney)

_____   Date: __11/8/10__
(Finance Director)

Board Action Taken:

Motion: _____   1) _____   Aye/Nay

                                               2) _____   _____

                                                                          _____

                                                                          _____

                                                                          _____

                                                                          _____

_____
    (Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-141
Titled: TELESTAFF License and Annual Service Agreement

THIS CONTRACT, made and entered into this 16th day of November, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the **"CITY"**, and Principal Decision Systems International (PDSI) hereinafter referred to as the **"CONTRACTOR"**.

W I T N E S S E T H :

WHEREAS, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

WHEREAS, it is deemed that the services of **CONTRACTOR** for **CONTRACT No. 1011-141 Telestaff License and Annual Service Agreement** are both necessary and in the best interests of **CITY**; and

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. REQUIRED APPROVAL:

1.1   This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2. CONTRACT TERM:

2.1   This Contract shall be effective from November 16, 2010 subject to Carson City Board of Supervisors' approval (anticipated to be November 16, 2010) to November 16, 2011, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3. NOTICE:

3.1   Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-141
Titled: TELESTAFF License and Annual Service Agreement

For P&C Use Only	
CCBL expires	12/31/12
GL expires	06/01/11
AL expires	06/01/11
PL expires	N/A
WC expires	06/23/11

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

> Kathryn Prancevic/National Sales Manager
> Principal Decision Systems International (PDSI)
> 50 Corporate Park
> Irvine, CA 92606
> 800-850-7374 ext 1209/FAX 714-703-3009
> kathrynp@telestaff.com

3.1.2 Notice to **CITY** shall be addressed to:

> Carson City Purchasing and Contracts
> Sandy Scott, Purchasing and Contracts Coordinator
> 201 North Carson Street Suite 3
> Carson City, NV 89701
> 775-283-7137/ FAX 775-887-2107
> SScott@ci.carson-city.nv.us

4.   SCOPE OF WORK:

4.1   **CONTRACTOR** shall provide and perform the following services set forth below and in **Exhibit A**, attached hereto and incorporated herein for and on behalf of **CITY** hereinafter referred to as the **"SERVICES"**.

4.1.1   **CONTRACTOR** has developed a telecommunications/computer technology which consists of certain software known as TELESTAFF; and

4.1.2   **CITY** wishes to contract with **CONTRACTOR** to: 1) implement a license use TELESTAFF, 2) train **CITY** on its configuration and use, and 3) as applicable, implement all license necessary to use TELESTAFF; and

4.1.3   **CONTRACTOR** is willing to contract with **CITY** to: 1) grant **CITY** a license to use TELESTAFF, 2) train **CITY** on its configuration and use, and 3) as applicable, grant all license necessary to use TELESTAFF;

4.1.4   **Ownership and License of TELESTAFF**

4.1.4.1   Except as provided in section 4.1.5.2 below, **CONTRACTOR** hereby grants to **CITY** a license to use TELESTAFF in object code form. **CITY** shall abide by the terms and conditions of said license as stated herein. The parties recognize and acknowledge that ownership of TELESTAFF shall remain with **CONTRACTOR.**

4.1.5   Copyright and Proprietary Protection

4.1.5.1   TELESTAFF is owned by **CONTRACTOR,** and is protected by United States and international copyright laws and international trade provisions. **CITY** must treat TELESTAFF like any other copyrighted material. The License and **CITY'S** right to use TELESTAFF shall terminate automatically if **CITY** violates prohibitions set forth in paragraph 4.1.5.2. In the event of termination such violation, **CITY** must immediately return TELESTAFF and all accompanying documentation to **CONTRACTOR.**

4.1.5.2   **CITY** shall not:

4.1.5.2.1   Modify TELESTAFF and/or merge it into another program for **CITY** use except by express, written permission from **CONTRACTOR.** Any portion of TELESTAFF merged into another program following express, written permission from **CONTRACTOR** will be subject to the terms of this Contract.

4.1.5.2.2   Reverse engineer, disassemble, decompile, or make any attempt to discover the source code or methodology of TELESTAFF.

4.1.5.2.3   Copy TELESTAFF for any reason other than to make backup copies in machine-readable from for archival purposes.

4.1.5.2.4   Use software other than TELESTAFF to connect directly to the Sybase database for the purpose of extracting, modifying, deleting, viewing and/or adding data. **CITY** acknowledges that such direct connection to the database violates the OEM agreement between **CONTRACTOR** and Sybase.

4.1.6   **Telephony Service: CITY** acknowledges that the telephony capabilities included in TELESTAFF are designed to be compatible with POTS analog phone service form a local phones services provider, and that **CONTRACTOR** warrants the correct operation of the TELESTAFF telephony components only when connected to POTS analog phone lines. Should **CITY** attempt to connect TELESTAFF to PBX or other digital phone services, **CONTRACTOR** will not warrant correct telephony behavior nor will provide support for **CITY'S** unique telephony solution.

4.2   **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3   **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

5. CONSIDERATION:

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM** based upon time and materials and the attached quote for a not to exceed maximum amount of Seventy Thousand, Three Hundred Thirty-Five Dollars and No Cents ($70,355.00) plus travel expenses; for

5.2 **Product Components.** The following constitutes a list of TELESTAFF components and associated fees that **CITY** does hereby agree to purchase from **CONTRACTOR** available in connection with the use of TELESTAFF. See **Exhibit A**, Appendix A for the recommended TELESTAFF hardware specifications.

COMPONENT	FEE
TELESTAFF Enterprise Software License for 100 Fire Staff Members	$14,000.00
TELESTAFF Implementation Services for 100 Fire Staff Members	$10,000.00

TELESTAFF Phase 2 Implementation Services for 100 Fire Staff Members	$5,000.00
One Year of **CONTRACTOR**-hosted Web Access for 100 Fire Staff Members	Included
AUCTIONS Software License for 100 Fire Staff Members	$5,000.00
TELESTAFF Enterprises Software License for 145 Sheriff Staff Members	$20,300.00
TELESTAFF Implementation Services for 145 Sheriff Staff Members	$11,000.00
TELESTAFF Phase 2 Implementation Services for 145 Sheriff Staff Members	$5,000.00
One Year of **CONTRACTOR**-hosted Web Access for 145 Sheriff Staff Members	Included
AUCTIONS Software License for 145 Sheriff Staff Members	$7,250.00
TELESTAFF Gateway Manager Qty: 1	$5,000.00
Sybase Concurrent Connections (1) QTY: 24	$3,000.00
12 Port Telephony Hardware QTY: 1	$3,000.00
12 Port Telephony License (Dongle) QTY: 1	$2,100.00
Credit for Previous Fire Purchase	($12,500.00)
Total Initial Acquisition Cost	$78,150.00
With 10% Multi-Agency Discount	$70,335.00

5.3   **Payments. CITY** agrees that all pricing and amounts are due hereunder are based on United States Currency and that all amounts remaining unpaid for more than thirty (30) days following the date of the invoice shall be subject to an interest charge at the monthly rate of 1.5%. **CITY** does hereby agree to the payment terms for each component.

COMPONENT	DUE
TELESTAFF Enterprises Software License for 100 Fire Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
TELESTAFF Implementation Services for 100 Fire Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x

TELESTAFF Phase 2 Implementation Services for 100 Fire Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
One year CONTRACTOR-hosted Web Access for 100 Fire Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
AUCTIONS Software License for 100 Fire Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
TELESTAFF Enterprises Software License for 145 Sheriff Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
TELESTAFF Implementation Services for 145 Sheriff Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
TELESTAFF Phase 2 Implementation Services for 145 Sheriff Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
One year CONTRACTOR-hosted Web Access for 145 Sheriff Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
AUCTIONS Software License for 145 Sheriff Staff Members	Due Upon Delivery of TeleStaff Software CD version 2.x
Telestaff Gateway Manager	Due Upon Delivery of TeleStaff Software CD version 2.x
Sybase Concurrent Connections (1)	Net 60 Days
12 Port Telephony Hardware	Net 60 Days
12 Port Telephony License (Dongle)	Net 60 Days

5.4   **Travel Expenses.** **CITY** agrees to pay for travel expenses related to TELESTAFF implementation and training services as defined in **Exhibit A**, Appendix B, provided expense amounts are approved in advance by **CUSTOMER**.

5.5   **Implementation Services.** Implementation Services include configuration of TELESTAFF as defined in **Exhibit A**, Appendix B. **CITY** acknowledges that training and/or reconfiguration requested by **CITY** in addition to that defined in **Exhibit A**, Appendix B will be at an additional cost.

5.6   **Annual Service and Support.** Service and Support of TELESTAFF is provided at no additional charge during the first Eighteen (18) months following Execution Date. On the first anniversary of the Execution date. See **Exhibit A**, Appendix C for the definition of Service and Support. **CITY** does hereby acknowledge that on each anniversary of the Execution Date, **CITY** may renew service and support under the following events.

Event	Payment
TELESTAFF for 100 Fire Staff Members – 1st Anniversary of the Execution Date	$3,080.00
TELESTAFF for 145 Sheriff Staff Members – 1st Anniversary of the Execution Date	$4,158.00
AUCTIONS for 100 Fire Staff Members – 1st Anniversary of the Execution Date	$1,000.00
AUCTIONS for 145 Sheriff Staff Members – 1st Anniversary of the Execution Date	$1,350.00
Subsequent anniversaries during term	3% maximum increase over previous period
Total Annual Services and Support	$9,588.00

5.6.1   Should **CITY** elect not to renew Service and Support on the anniversary of any Execution Date, **CITY** acknowledges that any subsequent re-enrollment for Service and Support will only be accepted by **CONTRACTOR** after **CITY** cures the previous lapse in Service and Support by paying **CONTRACTOR** the Service and Support fee for the lapsed periods. In addition, **CITY** acknowledges that **CONTRACTOR** may assess **CITY** a Services and Support re-instatement fee that will not exceed ten (10) percent of the Service and Support fee for the lapsed periods. **CONTRACTOR** reserves the right to discontinue Service and Support of previous releases of TELESTAFF as defined in **Exhibit A**, Appendix C.

5.6.2   Should **CITY** increase the license capability of TELESTAFF, **CITY** acknowledges that Annual Service and Support will increase as specified in Section 5.8 beginning with the next renewal period.

5.7   **Web Access.** Access to TELESTAFF via the web is hosted by **CONTRACTOR**. **CITY** does hereby acknowledge that on each event and for the fee specified below, customer can renew web access:

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-141
Titled: TELESTAFF License and Annual Service Agreement

Event	Payment
Web Access for 100 Fire Staff Members – 1 month after 1st Anniversary of the Execution Date	$1,960.00
Web Access for 145 Sheriff Staff Members – 1 month after 1st Anniversary of the Execution Date	$2,646.00
Subsequent anniversaries during term	3% maximum increase over previous period
Total Web Access	$4,606.0

5.7.1   Should **CITY** elect not to renew web access or fail to pay the usage fee specified above in advance to the subsequent twelve (12) month period. **CITY** acknowledges the **CONTRACTOR** will disable **CITY** access from the Internet.

5.8   **Increase in License Capacity. CITY** may increase the capacity of its TELESTAFF license at a future date in increments of Fifty (50) staff members for an additional fee. **CITY** acknowledges that increasing its TELESTAFF license capacity will also cause an increase in the Annual Service and Support , and Web Access services (**CONTRACTOR**-hosted Usage or Self-hosted License and Annual Service and Support) if applicable. The following table shows the current pricing for all upgradeable components, however pricing is subject to change without notice. Increase in TELESTAFF Annual Service and Support, **CONTRACTOR**-hosted Web Access, and Self-hosted Web Access Annual Service and Support will be reflected at the first invoicing cycle following any TELESTAFF License Upgrade.

Event	Payment
TELESTAFF License Upgrade	$7,500.00 per 50 staff members
TELESTAFF Annual Service and Support	22% pf TELESTAFF License Upgrade Plus Current Annual Service and Support amount
CONTRACTOR-hosted Web Access Usage Fee (if applicable)	15% of TELESTAFF License Upgrade Plus WEBSTAFF Usage amount
Web Access Self-hosted License Upgrade (if applicable)	$3,000.00 per 50 staff members
Web Access Self-hosted Annual Service and Support (if applicable)	20% of Web Access Self-hosted License Upgrade

Hourly rate for Additional Training as specified in **Exhibit A**, Appendix B, Additional Training	$200.00 per hour

5.9 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.10 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.11 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

6. TIMELINESS OF BILLING SUBMISSION:

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed $100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

7. CONTRACT TERMINATION:

7.1 Termination Without Cause:

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

7.2 **Termination for Nonappropriation:**

7.2.1 The continuation of this Contract beyond June 30, 2011, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

7.3   **Cause Termination for Default or Breach:**

7.3.1   A default or breach may be declared with or without termination.

7.3.2   This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1   If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2   If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

7.3.2.3   If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4   If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5   If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6   If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

7.4   **Time to Correct:**

7.4.1   Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

7.5   **Winding Up Affairs Upon Termination:**

7.5.1   In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1   The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under

this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

8. REMEDIES:

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of $125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

9. LIMITED LIABILITY:

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

10. FORCE MAJEURE:

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

11 INDEMNIFICATION:

11.1   To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

11.2   Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1   a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2   a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3   After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4   After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

12   INDEPENDENT CONTRACTOR:

12.1   An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2   It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3   Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4   **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5   Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

13   <u>INSURANCE REQUIREMENTS:</u>

13.1   **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2   **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.3   Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

13.4   **Insurance Coverage:**

13.4.1   **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1   Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2   Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR. CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

13.5 **General Requirements:**

13.5.1 **Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

13.5.2 **Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

13.5.3 **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

13.5.4 **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

13.5.5 **Deductibles and Self-Insured Retentions**: Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000 per occurrence, unless otherwise approved by **CITY**.

13.5.6 **Policy Cancellation**: Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

13.5.7 **Approved Insurer**: Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14. **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Two Million Dollars ($2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars ($2,000,000.00) - Products and Completed Operations Aggregate

14.1.3 One Million Dollars ($1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability

arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

15 **PROFESSIONAL LIABILITY INSURANCE:**

15.1 Minimum Limit required: One Million Dollars ($1,000,000.00)

15.2 Retroactive date: Prior to commencement of the performance of this Contract

15.3 Discovery period: Three (3) years after termination date of this Contract.

15.4 A certified copy of this policy may be required.

16 **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

16.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of $500,000 each employee per accident for bodily injury by accident or disease.

16.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

17. **BUSINESS LICENSE:**

17.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

17.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

18 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

18.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the

goods or services of this Contract. **CONTRACTOR** will be responsible to pay all government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

19 **WAIVER OF BREACH:**

19.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

20 **SEVERABILITY:**

20.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

21 **ASSIGNMENT/DELEGATION:**

21.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY,** such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

22 **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

22.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written

consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

22.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

22.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

23 **PUBLIC RECORDS:**

23.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that **CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

24 **CONFIDENTIALITY:**

24.1 **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

25 **FEDERAL FUNDING:**

25.1 In the event federal funds are used for payment of all or part of this Contract:

25.1.1 **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

25.1.2   **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

25.1.3   **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

26   LOBBYING:

26.1   The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

26.1.1   Any federal, state, county or local agency, legislature, commission, counsel or board;

26.1.2   Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

26.1.3   Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

27   GENERAL WARRANTY:

27.1   **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27.2   **CONTRACTOR** warrants TELESTAFF to be free from defects in materials and workmanship under normal use and to operate in reasonable accordance with TELESTAFF user manuals. However, **CONTRACTOR** does not warrant that the functions contained in TELESTAFF will meet **CITY'S** requirements or that the operation of TELESTAFF will be uninterrupted or error free. The limited warranty set forth herein is in lieu of all other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

28　**PROPER AUTHORITY:**

28.1　The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

29　**ALTERNATIVE DISPUTE RESOLUTION:**

29.1　Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

30　**GOVERNING LAW; JURISDICTION:**

30.1　This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

31　**ENTIRE CONTRACT AND MODIFICATION:**

31.1　This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-141
Titled: TELESTAFF License and Annual Service Agreement

32.   ACKNOWLEDGMENT AND EXECUTION:

32.1   In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.
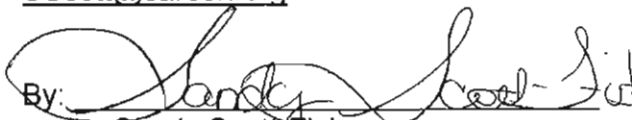
CARSON CITY
Purchasing and Contracts Department
Attn: Sandy Scott-Fisher
Purchasing and Contracts Coordinator
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
SScott@carson.org

By: _____
Sandy Scott-Fisher

DATED __11/8/10_____

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: _____
Deputy District Attorney

DATED __11/8/10_____

CITY'S ORIGINATING DEPARTMENT
BY: Stacey Giomi, Chief
Carson City Fire Department
777 South Stewart Street
Carson City, NV 89701
Telephone: 775-887-2210
Fax: 775-887-2307
SGiomi@carson.org

By: _____

DATED __11-8-10_____

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-141
Titled: TELESTAFF License and Annual Service Agreement

Greg Ekstrom deposes and says: That he is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

CONTRACTOR
BY: Greg Ekstrom
TITLE: President
FIRM: Principal Decision Systems International (PDSI)
CARSON CITY BUSINESS LICENSE #: 11-00028324
Address: 50 Corporate Park
City: Irvine   **State:** California   **Zip Code:** 92606
Telephone: 800-850-7374 / **Fax #:** 714-703-3009
E-mail Address: kathrynp@telestaff.com
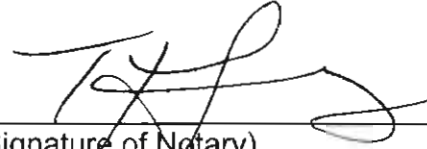
_____
(Signature of **CONTRACTOR**)

DATED _____.

STATE OF _C A_____)
) ss
County of _ORANGE_____)

Signed and sworn (or affirmed) before me on this __4__ day of _November____, 2010, by _____.

_____
(Signature of Notary)

(Notary Stamp)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1011-141
Titled: TELESTAFF License and Annual Service Agreement

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of November 4, 2010, approved the acceptance of **CONTRACT No. 1011-141**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

_____
ROBERT L. CROWELL, MAYOR

DATED this 16th day of November, 2010.

ATTEST:

_____
ALAN GLOVER, CLERK-RECORDER

DATED this 16th day of November, 2010.

EXHIBIT A

Appendix A – TeleStaff Hardware Specifications

PDSI DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER

CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE TECHNICAL (HARDWARE/SOFTWARE/NETWORK) ENVIRONMENT IN WHICH TELESTAFF OPERATES. AS SUCH, CUSTOMER IS RESPONSIBLE FOR ALL ENVIRONMENTAL CONSIDERATIONS INCLUDING BUT NOT LIMITED TO OPERATING TELESTAFF IN VIRTUAL ENVIRONMENTS. CUSTOMER IS ALSO RESPONSIBLE FOR CONFIGURING FIREWALL AND SECURITY SETTINGS SO THAT TELESTAFF AND WEB ACCESS COMPONENTS ARE OPERATIONAL. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ANALOG TELEPHONE PORTS AND/OR ALTERNATIVE DIGITAL OR VOIP SYSTEMS. PDSI SPECIALISTS CAN PROVIDE TECHNICAL INFORMATION AND RECOMMENDATIONS BUT CAN NOT BE RESPONSIBLE FOR CUSTOMER'S UNIQUE TECHNOLOGY ENVIRONMENTS.

Following are the **MINIMUM** specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

NOTE: The following recommended specs are for a <u>single server running all TeleStaff components</u>.

Server Specs:

    a. Minimum (<500 Staff)
        i.   Dual Core Xeon Processor(s)
        ii. 2GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

    b. Minimum (<1000 Staff)
        i.   Quad Core Xeon Processor(s)
        ii. 4GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

    c. Minimum (<2000 Staff)
        i.   Dual Quad Core Xeon Processor(s)
        ii. 4GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

    d. Minimum (>2000 Staff)
        i.   Dual Quad Core Xeon Processor(s)
        ii. 8GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

Operating System:
The following Operating Systems are currently supported for the Server:
- Windows Server 2000
- Windows Server 2003
- Windows Server 2003 Enterprise Edition
- Windows Server 2008 – TeleStaff 2.61 only

Please note: Currently only 32-bit Operating Systems are supported.
          To utilize more than 3GB of RAM you must use the Enterprise version of Windows Server.
          TeleStaff is not compatible with Small Business Server or Web Edition.

Telephony Components (Purchase from PDSI):
- 4- or 12-port port Dialogic Telephony system
    - D4PCIU4SW – PCI 2.2x compliant board (universal connector)
    - D4PCIU4SEW – PCI Express form factor
    Both the D4PCIU4SW and D4PCIU4SEW are 4 port cards. They are half-length.
    - D120JCTLS – PCI 2.2x compliant board (universal connector)
    - D120JCTLSEW – PCI Express form factor
    Both the D120JCTLS and D120JCTLSEW are 6 port cards, which can support up to 12 lines. They are full-length.
- Telephony system dongles (4- or 12-port)

Sybase Licenses (Purchase from PDSI):
- Sybase Client database license (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

Phone System: Telephony features of TeleStaff are tested and compatible with the **POTS analog telephone standard**. PDSI does not support department phone systems that are not compliant with this standard.

TeleStaff Performance: The specs provided are **MINIMUM hardware requirements**. TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. **If the potential for any of these factors exists, PDSI recommends a dual-core processor server with at least 4 GB of RAM and recommends that the City consider component distribution as discussed below**.

OPTION: Application Distribution

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers. Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. **For departments with over 1000 users, PDSI recommends utilizing more than 1 server.**

Recommended Minimum Client Machine Specs:
- Pentium IV Class 2.4 GHz CPU
- 2 GB RAM
- 40 GB Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Network Interface Card
- Windows 2000, Vista, or XP
- Windows 7 – TeleStaff 2.61 only

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

Optional Separate Web Server Minimum Specs:

   a.   Minimum (<500 Staff)
       vi.   Pentium 4 3.0 Ghz
       vii. 2GB RAM
       viii. 40GB Hard Drive

   b.   Minimum (<1500 Staff)
       ix.   Pentium 4 3.0 Ghz
       x.   4GB RAM

xi.   40GB Hard Drive

c.   Minimum (>=1500 Staff)
    xii.   Dual Core Xeon Processor
    xiii.   8GB RAM
    xiv.   40GB Hard Drive

Appendix B – TELESTAFF Implementation Services Partnership Agreement

IT IS EXTREMELY IMPORTANT THAT CUSTOMER READ AND UNDERSTAND THE FOLLOWING:

For the fee for Implementation Services specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise a summary of the TeleStaff Implementation Services. NOTE: This Appendix outlines the recommended approach to the implementation process, based on PDSI's experience with its customers. Because of the highly configurable nature of TeleStaff, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE WILL BE DEVELOPED BY CUSTOMER AND PDSI DURING THE PROJECT.)

DEPLOYMENT PLAN: **The following tasks are part of the Deployment Implementation Process. When a customer completes these tasks they will be in production with the TeleStaff Roster and Calendar and will be able to reap the benefits associated with centralized staffing, audit trails, emergency notifications, reports, and feeds to down stream systems in following a fast track approach. At the end of this process, users will be able to request leave, sign up for overtime, and respond to emergency call outs via phone, client, or web access.**

- **Project Initiation**: The PDSI Customer Sales Representative transfers all pertinent CUSTOMER information gathered during the sales process to the PDSI Project Manager (PM). An INTRO CALL with the PM, Sales Representative, and CUSTOMER SPONSOR will be held to discuss expectations, and roles and responsibilities. This meeting is to ensure the appropriate resources are assigned to the CUSTOMER project team and that the scope of the project is accurately defined. A TECH CALL with the PM and CUSTOMER SPONSOR, LEAD and IT REPRESENTATIVE, will be held to review hardware and software specifications. The PM is responsible for guiding the CUSTOMER through the implementation process; however, the **CUSTOMER is ULTIMATELY RESPONSIBLE FOR A SUCCESSFUL IMPLEMENTATION**, which includes allocating the appropriate resources. Once the information has been transferred, the PM will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
- **Project Planning**: A PROJECT PLAN CALL with the PM, CUSTOMER SPONSOR and LEAD will be held to create and refine the project plan. The Project Plan details the specific tasks with due dates, predecessors, and owner. The plan also details the customer and PDSI deliverables, milestones, and status. After the call, a Project Plan will be provided to the CUSTOMER.
- **Project Kick-Off**: The PM and CUSTOMER Project Team will hold a KICK-OFF CALL to review the Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) will be discussed. Lastly, the PM will direct CUSTOMER to review the training videos and review training manuals which can be downloaded from the TeleStaff website. In order to understand basic TELESTAFF functionality and terminology, it is imperative that every member of the Project Team reviews this tutorial BEFORE DATABASE REVIEW. CUSTOMER will provide Daily Detail Roster Sheets before DATA COLLECTION.
- **Hardware Setup**: Prior to DATABASE REVIEW, CUSTOMER must have TELESTAFF server and software installed and functional. PDSI will ship any TELESTAFF hardware (that was purchased through PDSI – dialogic telephony cards, dongles, etc.) to the CUSTOMER and provide the necessary installation documentation.
- **Data Collection**: This phase begins with a DATA COLLECTION Web Conference call with the PM and the Project Team, during which the PM will instruct the Project Team to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, the PM will review organization structure with the CUSTOMER. The CUSTOMER will provide the data which the PM will use to create a database.
- **Database Review**: Once PDSI receives all pertinent data from the CUSTOMER, the PM will create a TELESTAFF database. The PM and CUSTOMER review the initial database (via Web Conference). The PM will make recommendations to the CUSTOMER as to how to rework the database to accurately reflect the CUSTOMER organizational structure. The CUSTOMER will then spend time re-working the database.
- **Deployment Configuration**: The PM will work with the CUSTOMER via Web Conference calls to perform basic configuration of TeleStaff, including work codes and rules associated with work code usage. After each call, the CUSTOMER will apply the acquired knowledge and complete the setup tasks.
- **Testing & End-User Training**: Once the roster and work codes are configured by the CUSTOMER, rigorous testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that the CUSTOMER needs for Deployment of the roster, calendar, and work codes, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning super users to test the system, creating test

scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes).

- **Deployment**: Deployment is typically in 2 stages: parallel testing for 2 weeks, then full Deployment of the roster, calendar, and work codes in a production environment throughout the entire organization.

Advanced Configuration Plan is PHASE 2 of Implementation. These services apply if section 5 of the license agreement has included the fees associated with PHASE 2

ADVANCED
CONFIGURATION PLAN: The following tasks are part of the Advanced Configuration Process. Once the CUSTOMER has successfully deployed the TeleStaff Roster, Calendar, and Work Codes into a production environment, they can proceed to the Advanced Configuration Process to add intelligent staffing functionality to TeleStaff. At the end of this process, staffers will be able to automate intelligent staffing functionality in TeleStaff.

- **Review Project Scope:** PM will work with the CUSTOMER to review project scope and objectives.
- **Staffing Process Review:** PM will instruct the CUSTOMER on how to effectively analyze and document the current process the department follows in order fill any vacancies that occur. After the staffing diagrams are completed, a call occurs with the PM and the core Project Team to review the current staffing process. The current process is defined and, if necessary, revised and standardized within the department. The PM will create a Project Scope document defining project objectives agreed upon by both parties.
- **Advanced Configuration Training:** CUSTOMER must dedicate appropriate resources to configuration training. The purpose of the ADVANCED CONFIGURATION TRAINING is to train the CUSTOMER on how to configure for intelligent staffing, have the CUSTOMER actually configure the data, and begin testing the configuration.

    ADVANCED CONFIGURATION - The CUSTOMER will have several Advance Configuration options, which are detailed below. The PM will work with the CUSTOMER to determine the appropriate resources to attend ADVANCED CONFIGURATION TRAINING. During this these session(s), the PM will work with the CUSTOMER to configure the CUSTOMER data base with more advance features of TeleStaff.

    ADVANCED CONFIGURATION OPTIONS: All on-site classes are a maximum of 5 days in duration

    Option A: at PDSI's training facility in Irvine, CA on customer's production DB
    Option B: at PDSI's training facility in Irvine, CA on customer's test DB

- **Testing and Training**: Once TELESTAFF is fully configured by CUSTOMER, rigorous configuration testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that CUSTOMER needs for Go-Live, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for any additional training (including creating a training plan, creating training documentation, and conducting super-user training classes). The PM will be available to support this process for the CUSTOMER.
- **Production with Advanced Functionality**: PM and PROJECT TEAM will review the PDSI TeleStaff Help Desk procedures. From this point forward, the Help Desk will be the first point of contact for technical issues with TELESTAFF.

Appendix C – Annual Service and Support

"Normal Business Hours" are 6:00 AM through 6:00 PM (Pacific Standard Time), Monday through Friday, excluding holidays and other office closures (notification of which will be provided to CUSTOMER).

All Software Errors reported by CUSTOMER shall be resolved as set forth below. Initial response by PDSI will be based upon CUSTOMER's full description of the problem. Resolution response will be based upon the priority assigned by PDSI as defined below. If CUSTOMER determines that a Software Error exists, CUSTOMER shall notify PDSI through PDSI's web portal (http://slxweb.pdsi-software.com/), providing the exact verbiage from error messages, screenshots showing details, and any other information relevant to giving an accurate description of the error. The ticket number generated by the portal shall be used for all subsequent inquiries relating to the original problem. Please contact your Customer Account Manager for a unique login ID and password. Outside of Normal Business Hours, CUSTOMER will open a ticket through the Web Portal then notify PDSI of the problem by telephone. Telephone notification will be made to PDSI's support line at (866) 324-1598.

The main support line will be answered either by a PDSI representative or an automated attendant at all hours. During Normal Business Hours, each trouble report by phone will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with a LIVE status. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

Priorities are assigned as follows:

Priority One

Hours of Availability:	24 hours/day, 7 days/week
Description:	A critical software error that severely impacts the ability of CUSTOMER to perform ALL automated staffing functions (TeleStaff is down). This level of priority is only available to CUSTOMER's that are using TeleStaff in a production environment (LIVE accounts ONLY).
Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will work aggressively to provide CUSTOMER with a workaround solution or to completely resolve the problem.
Notification:	It is the responsibility of CUSTOMER to alert PDSI of possible Priority-One issues by calling PDSI at 866-324-1598. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

Priority Two

Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond by the next business day. All responses will be provided through the Web Portal (email) or by callback.
Resolution Response:	PDSI will provide a workaround for CUSTOMER when possible. PDSI will provide a problem resolution in the form of an Upgrade or modification to the Software in an upcoming Update.
Notification:	PDSI will notify CUSTOMER when a workaround has been provided or the problem has been resolved.

Priority Three

Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.

Description:	All other software or documentation errors not described above. These include but are not limited to: • Reporting errors or calculation problems • Documentation inaccuracies • Cosmetic issues • Misspellings • Product Enhancement requests • Questions or inquiries relating to TeleStaff Software functionality, system administration or installation
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within one Business Day.
Resolution Response:	PDSI will correct documentation errors in upcoming releases of the documentation.
Notification:	If requested, PDSI will notify the CUSTOMER when a workaround has been provided or the problem has been resolved.

Appendix C – Annual Service and Support Continued

TeleStaff Enhancements

The TeleStaff version number consists of three numbers that define the type of product release. The format of the TeleStaff version number is:

Version X.YZ where

• Changes in **X** represent a significant change in product functionality **(Major Release)**
• Changes in **Y** represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product **(Enhancement Release)**
• Changes in **Z** represents a minor change to the program to accommodate a software error or cosmetic change **(Update Release)**

Under the TeleStaff Service and Support plan, CUSTOMERs will receive **Update Releases** and **Enhancement Releases** as they become available at no additional charge. **Major Releases** will be available for an additional fee.

Implementation Team Roles and Responsibilities

Forming the right Project Team is a critical first step to ensure the success of a TeleStaff implementation. The TeleStaff Implementation Project Team will comprise key people from the customer organization and from PDSI. The team members will work together to guide the project to completion.

Customer Project Team Members

Project Sponsor

The TeleStaff Project Sponsor is ultimately responsible for the success of the project. It is critical that the Sponsor remains involved at a high-level for the duration of the project.
The Sponsor is:

- A high-level business executive who supports and mandates the implementation of TeleStaff
- A champion for TeleStaff who creates an environment conducive to change through on-going communications to the Project Team and the user community

The Sponsor is the project representative who:

- Selects the Project Lead and ensures that this is a dedicated resource for the duration of the project
- Selects the Project Team and assigns resources as needed for the duration of the project
- Assigns resources to ensure on-going administration and maintenance of TeleStaff once the implementation project is completed
- Has high-level decision-making authority
- Is the escalation path for issues, concerns, or questions from the PM, Project Lead, Project Team, and user community
- Has responsibility to sign off on project milestones
- Implements Change Management

Project Lead

The Project Lead role can be handled by one person (with a back-up) or two people with representation from IT and business/operations.
The Project Lead:

- Ensures accountability for on-time deliverables as per the project plan
- Owns the daily project management task and is responsible for managing the project and keeping it on track
- Coordinates the project team and ensures tasks are completed on time
- Allocates resources to the project team per the project plan (subject matter experts)
- Works closely with the PM – daily or weekly as required per project phase
- Escalates to the sponsor on a timely basis, when necessary
- Attends configuration training

Project Lead Qualifications:

- Confident leader with support of the users and the rest of the project team
- Decision-maker with authority to make decisions
- Positive "can-do" attitude
- Business knowledge is high and staffing knowledge is excellent
- Dedicated to the project, if possible. If not, then other tasks should be reduced.
- Must stay on the project for the duration. Should not be subject to transfer or retirement for project duration
- Dedicated, organized, and conscientious of timeframes
- Accessible to project team during regular business hours
- Computer literate

Other Project Team Members from Customer Organization

- Staffing expert representation – Subject Matter Expert(s)
- Payroll representation – Subject Matter Expert(s)
- IT representation – Subject Matter Expert(s)
- Union representation (if applicable) – Subject Matter Expert(s)

PDSI Team Members

PDSI also provides the following resources to support the implementation project:

Project Manager

The Project Manager's role is to support the entire project team throughout the implementation process and guide the project to a timely and successful resolution.
The Project Manager:

- Provides project management support
- Schedules status meetings
- Provides expertise on data collection, staffing rules, configuration, and application set-up
- Owns and manages the project plan and updates it on a weekly basis to reflect an accurate schedule
- Communicating project plan updates to the project team
- Provides expert advice and support on all matters pertaining to data collection
- Creates the initial TeleStaff database
- Leads the database review and configuration training
- Prepares the project team to successfully use TeleStaff to build the daily roster, for work codes, and to access the calendar

Product Specialist (Help Desk)

- Provides technical support for all hardware/networking related issues, as well as technical product issues

- Supports the customer after successful completion of configuration training.

EXHIBIT A

Appendix A – TeleStaff Hardware Specifications

PDSI DOES NOT TAKE RESPONSIBILITY FOR HARDWARE PURCHASED BY CUSTOMER

CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING THE TECHNICAL (HARDWARE/SOFTWARE/NETWORK) ENVIRONMENT IN WHICH TELESTAFF OPERATES. AS SUCH, CUSTOMER IS RESPONSIBLE FOR ALL ENVIRONMENTAL CONSIDERATIONS INCLUDING BUT NOT LIMITED TO OPERATING TELESTAFF IN VIRTUAL ENVIRONMENTS. CUSTOMER IS ALSO RESPONSIBLE FOR CONFIGURING FIREWALL AND SECURITY SETTINGS SO THAT TELESTAFF AND WEB ACCESS COMPONENTS ARE OPERATIONAL. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ANALOG TELEPHONE PORTS AND/OR ALTERNATIVE DIGITAL OR VOIP SYSTEMS. PDSI SPECIALISTS CAN PROVIDE TECHNICAL INFORMATION AND RECOMMENDATIONS BUT CAN NOT BE RESPONSIBLE FOR CUSTOMER'S UNIQUE TECHNOLOGY ENVIRONMENTS.

Following are the **MINIMUM** specifications required for a TeleStaff server designed to operate the TeleStaff software, database management system and telephony components.

NOTE: The following recommended specs are for a <u>single server running all TeleStaff components</u>.

Server Specs:

    a. Minimum (<500 Staff)
        i. Dual Core Xeon Processor(s)
        ii. 2GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

    b. Minimum (<1000 Staff)
        i. Quad Core Xeon Processor(s)
        ii. 4GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

    c. Minimum (<2000 Staff)
        i. Dual Quad Core Xeon Processor(s)
        ii. 4GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

    d. Minimum (>2000 Staff)
        i. Dual Quad Core Xeon Processor(s)
        ii. 8GB RAM
        iii. RAID-5 Storage (At least 15K RPM Drives)
        iv. PCIe slot(s) for Dialogic Card(s)
        v. Any Sound Device

Operating System:
The following Operating Systems are currently supported for the Server:
- Windows Server 2000
- Windows Server 2003
- Windows Server 2003 Enterprise Edition
- Windows Server 2008 – TeleStaff 2.61 only

Please note: Currently only 32-bit Operating Systems are supported.
        To utilize more than 3GB of RAM you must use the Enterprise version of Windows Server.
        TeleStaff is not compatible with Small Business Server or Web Edition.

Telephony Components (Purchase from PDSI):
- 4- or 12-port port Dialogic Telephony system
    - D4PCIU4SW – PCI 2.2x compliant board (universal connector)
    - D4PCIU4SEW – PCI Express form factor
    Both the D4PCIU4SW and D4PCIU4SEW are 4 port cards. They are half-length.
    - D120JCTLS – PCI 2.2x compliant board (universal connector)
    - D120JCTLSEW – PCI Express form factor
    Both the D120JCTLS and D120JCTLSEW are 6 port cards, which can support up to 12 lines. They are full-length.
- Telephony system dongles (4- or 12-port)

Sybase Licenses (Purchase from PDSI):
- Sybase Client database license (7 concurrent users)
- Sybase Studio database license (1 concurrent user)

Phone System: Telephony features of TeleStaff are tested and compatible with the **POTS analog telephone standard**. PDSI does not support department phone systems that are not compliant with this standard.

TeleStaff Performance: The specs provided are **MINIMUM hardware requirements**. TeleStaff performance can degrade depending on a number of factors, including, but not limited to, number of staff members in the database, number of concurrent users, and complexity and number of staffing rules and roster alarms. **If the potential for any of these factors exists, PDSI recommends a dual-core processor server with at least 4 GB of RAM and recommends that the City consider component distribution as discussed below**.

OPTION: Application Distribution

TeleStaff comprises multiple software applications that can operate on separate hardware devices. In some situations, improved performance may be achieved by separating processing-intensive applications and deploying them on separate servers. Common distribution methods include separating and deploying the Database Management System (DBMS), the business logic processing (Middle Tier) and the Telephony components. Application distribution can occur at any time. **For departments with over 1000 users, PDSI recommends utilizing more than 1 server.**

Recommended Minimum Client Machine Specs:
- Pentium IV Class 2.4 GHz CPU
- 2 GB RAM
- 40 GB Hard Drive (Note: TeleStaff databases do not take up significant HD space, but most machines come with 70+ GB by default)
- Computer sound card (If you want to hear/record voices in the TeleStaff database)
- Speakers (to hear TeleStaff recordings)
- Microphone (if you want to record voices in the TeleStaff database)
- Network Interface Card
- Windows 2000, Vista, or XP
- Windows 7 – TeleStaff 2.61 only

The customer may connect additional PCs to the TeleStaff system by installing the TeleStaff client software (included) provided they are connected to the TeleStaff system by a network using the TCP/IP protocol.

Optional Separate Web Server Minimum Specs:

a. Minimum (<500 Staff)
    - vi. Pentium 4 3.0 Ghz
    - vii. 2GB RAM
    - viii. 40GB Hard Drive

b. Minimum (<1500 Staff)
    - ix. Pentium 4 3.0 Ghz
    - x. 4GB RAM

xi. 40GB Hard Drive

c. Minimum (>=1500 Staff)
    xii. Dual Core Xeon Processor
    xiii. 8GB RAM
    xiv. 40GB Hard Drive

Appendix B – TELESTAFF Implementation Services Partnership Agreement

IT IS EXTREMELY IMPORTANT THAT CUSTOMER READ AND UNDERSTAND THE FOLLOWING:

For the fee for Implementation Services specified in paragraph 5 of this AGREEMENT, PDSI will train CUSTOMER staffing administrators on the operation of TeleStaff and will train CUSTOMER on how to configure the TeleStaff system using CUSTOMER data. The following steps comprise a summary of the TeleStaff Implementation Services. NOTE: This Appendix outlines the recommended approach to the implementation process, based on PDSI's experience with its customers. Because of the highly configurable nature of TeleStaff, there may need to be changes to the Implementation Process and Services described below. (NOTE: A PROJECT PLAN DETAILING SPECIFIC CUSTOMER DELIVERABLES, MILESTONES, AND SCHEDULE WILL BE DEVELOPED BY CUSTOMER AND PDSI DURING THE PROJECT.)

DEPLOYMENT PLAN: **The following tasks are part of the Deployment Implementation Process. When a customer completes these tasks they will be in production with the TeleStaff Roster and Calendar and will be able to reap the benefits associated with centralized staffing, audit trails, emergency notifications, reports, and feeds to down stream systems in following a fast track approach. At the end of this process, users will be able to request leave, sign up for overtime, and respond to emergency call outs via phone, client, or web access.**

- **Project Initiation**: The PDSI Customer Sales Representative transfers all pertinent CUSTOMER information gathered during the sales process to the PDSI Project Manager (PM). An INTRO CALL with the PM, Sales Representative, and CUSTOMER SPONSOR will be held to discuss expectations, and roles and responsibilities. This meeting is to ensure the appropriate resources are assigned to the CUSTOMER project team and that the scope of the project is accurately defined. A TECH CALL with the PM and CUSTOMER SPONSOR, LEAD and IT REPRESENTATIVE, will be held to review hardware and software specifications. The PM is responsible for guiding the CUSTOMER through the implementation process; however, the **CUSTOMER is ULTIMATELY RESPONSIBLE FOR A SUCCESSFUL IMPLEMENTATION**, which includes allocating the appropriate resources. Once the information has been transferred, the PM will send the CUSTOMER an Implementation Welcome Packet containing an overview of the Implementation Process and information on how to prepare for TeleStaff.
- **Project Planning**: A PROJECT PLAN CALL with the PM, CUSTOMER SPONSOR and LEAD will be held to create and refine the project plan. The Project Plan details the specific tasks with due dates, predecessors, and owner. The plan also details the customer and PDSI deliverables, milestones, and status. After the call, a Project Plan will be provided to the CUSTOMER.
- **Project Kick-Off**: The PM and CUSTOMER Project Team will hold a KICK-OFF CALL to review the Project Plan, with particular focus on project scope, objectives, product functionality, project team roles and responsibilities, and a roadmap for the implementation. Dates for CONFIGURATION TRAINING(S) will be discussed. Lastly, the PM will direct CUSTOMER to review the training videos and review training manuals which can be downloaded from the TeleStaff website. In order to understand basic TELESTAFF functionality and terminology, it is imperative that every member of the Project Team reviews this tutorial BEFORE DATABASE REVIEW. CUSTOMER will provide Daily Detail Roster Sheets before DATA COLLECTION.
- **Hardware Setup**: Prior to DATABASE REVIEW, CUSTOMER must have TELESTAFF server and software installed and functional. PDSI will ship any TELESTAFF hardware (that was purchased through PDSI – dialogic telephony cards, dongles, etc.) to the CUSTOMER and provide the necessary installation documentation.
- **Data Collection**: This phase begins with a DATA COLLECTION Web Conference call with the PM and the Project Team, during which the PM will instruct the Project Team to collect, organize, and format pertinent CUSTOMER data for the creation of the TELESTAFF database. During the call, the PM will review organization structure with the CUSTOMER. The CUSTOMER will provide the data which the PM will use to create a database.
- **Database Review**: Once PDSI receives all pertinent data from the CUSTOMER, the PM will create a TELESTAFF database. The PM and CUSTOMER review the initial database (via Web Conference). The PM will make recommendations to the CUSTOMER as to how to rework the database to accurately reflect the CUSTOMER organizational structure. The CUSTOMER will then spend time re-working the database.
- **Deployment Configuration**: The PM will work with the CUSTOMER via Web Conference calls to perform basic configuration of TeleStaff, including work codes and rules associated with work code usage. After each call, the CUSTOMER will apply the acquired knowledge and complete the setup tasks.
- **Testing & End-User Training**: Once the roster and work codes are configured by the CUSTOMER, rigorous testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that the CUSTOMER needs for Deployment of the roster, calendar, and work codes, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning super users to test the system, creating test

scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for end-user training (including creating a training plan, creating training documentation, and conducting super-user and end-user training classes).

- **Deployment**: Deployment is typically in 2 stages: parallel testing for 2 weeks, then full Deployment of the roster, calendar, and work codes in a production environment throughout the entire organization.

Advanced Configuration Plan is PHASE 2 of Implementation. These services apply if section 5 of the license agreement has included the fees associated with PHASE 2

ADVANCED CONFIGURATION PLAN: The following tasks are part of the Advanced Configuration Process. Once the CUSTOMER has successfully deployed the TeleStaff Roster, Calendar, and Work Codes into a production environment, they can proceed to the Advanced Configuration Process to add intelligent staffing functionality to TeleStaff. At the end of this process, staffers will be able to automate intelligent staffing functionality in TeleStaff.

- **Review Project Scope:** PM will work with the CUSTOMER to review project scope and objectives.
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- **Advanced Configuration Training:** CUSTOMER must dedicate appropriate resources to configuration training. The purpose of the ADVANCED CONFIGURATION TRAINING is to train the CUSTOMER on how to configure for intelligent staffing, have the CUSTOMER actually configure the data, and begin testing the configuration.

  ADVANCED CONFIGURATION - The CUSTOMER will have several Advance Configuration options, which are detailed below. The PM will work with the CUSTOMER to determine the appropriate resources to attend ADVANCED CONFIGURATION TRAINING. During this these session(s), the PM will work with the CUSTOMER to configure the CUSTOMER data base with more advance features of TeleStaff.

  ADVANCED CONFIGURATION OPTIONS: All on-site classes are a maximum of 5 days in duration

  Option A: at PDSI's training facility in Irvine, CA on customer's production DB

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- **Testing and Training**: Once TELESTAFF is fully configured by CUSTOMER, rigorous configuration testing must be undertaken by CUSTOMER. CONFIGURATION TESTING must include testing of all components that CUSTOMER needs for Go-Live, which may include: phones, Contact Manager, Line Manager, Task Manager, E-mail Manager, Fax Manager, and the Gateway (in the case that the system is interfacing with a Third-party application). CUSTOMER will be responsible for creating a test plan, assigning users to test the system, creating test scripts, and conducting any configuration re-work necessary to get the system ready. CUSTOMER is also responsible for any additional training (including creating a training plan, creating training documentation, and conducting super-user training classes). The PM will be available to support this process for the CUSTOMER.
- **Production with Advanced Functionality**: PM and PROJECT TEAM will review the PDSI TeleStaff Help Desk procedures. From this point forward, the Help Desk will be the first point of contact for technical issues with TELESTAFF.

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The main support line will be answered either by a PDSI representative or an automated attendant at all hours. During Normal Business Hours, each trouble report by phone will be assigned a support ticket number and updates will be entered through the Web Portal. The call will be handled according to the priority assigned by PDSI. In the case of priority-one problems, as noted below, CUSTOMER may be able to speak directly to a TeleStaff Support Representative if one is available. Outside of Normal Business Hours, Priority 1 support, as described in this appendix, will be made available through a pager system. The phone number is 866-324-1598. Priority 1 support is available 24 hours per day, 7 days per week to CUSTOMER's with a LIVE status. All other problems will be handled through updates to the ticket, which generate an email or a callback. If requested or so stipulated in the response time criteria below, a PDSI representative will return the call or e-mail in a manner consistent with the priority and order in which the call was received. CUSTOMER shall make every effort to respond to PDSI in a timely fashion when requests are made to follow-up calls or additional documentation on the reported problem.

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Initial Response:	During Normal Business Hours, immediate response if a Support Representative is available. Otherwise, PDSI will respond within one hour. Outside of Normal Business Hours (including holidays), PDSI will respond with a call back within two hours. All responses will be provided through the Web Portal (email) or by callback.
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Notification:	It is the responsibility of CUSTOMER to alert PDSI of possible Priority-One issues by calling PDSI at 866-324-1598. PDSI will update CUSTOMER of progress frequently during problem resolution and notify CUSTOMER once the workaround has been provided or the problem has been resolved.

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Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.
Description:	A non-critical software error, which prevents the user from performing a data entry or system administration function. These do not include cosmetic, documentation, or reporting problems. These also do not include questions or inquiries regarding the operation of the software or its installation and training.
Initial Response:	During Normal Business Hours, PDSI will respond within three hours. Outside of Normal Business Hours (including holidays), PDSI will respond by the next business day. All responses will be provided through the Web Portal (email) or by callback.
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Hours of Availability:	Monday through Friday, 6:00 AM to 6:00 PM, Pacific Standard Time.

Description:	All other software or documentation errors not described above. These include but are not limited to: • Reporting errors or calculation problems • Documentation inaccuracies • Cosmetic issues • Misspellings • Product Enhancement requests • Questions or inquiries relating to TeleStaff Software functionality, system administration or installation
Initial Response:	PDSI will respond to these items if specifically requested to do so at the time of the request. If a reply is requested, PDSI will respond within one Business Day.
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Appendix C – Annual Service and Support Continued

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Version X.YZ where

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- Changes in **Y** represent an enhancement to the product that increases functionality within the existing Major Release and is typical of an evolving product **(Enhancement Release)**
- Changes in **Z** represents a minor change to the program to accommodate a software error or cosmetic change **(Update Release)**

Under the TeleStaff Service and Support plan, CUSTOMERs will receive **Update Releases** and **Enhancement Releases** as they become available at no additional charge. **Major Releases** will be available for an additional fee.

Implementation Team Roles and Responsibilities

Forming the right Project Team is a critical first step to ensure the success of a TeleStaff implementation. The TeleStaff Implementation Project Team will comprise key people from the customer organization and from PDSI. The team members will work together to guide the project to completion.

Customer Project Team Members

Project Sponsor

The TeleStaff Project Sponsor is ultimately responsible for the success of the project. It is critical that the Sponsor remains involved at a high-level for the duration of the project.
The Sponsor is:

- A high-level business executive who supports and mandates the implementation of TeleStaff
- A champion for TeleStaff who creates an environment conducive to change through on-going communications to the Project Team and the user community

The Sponsor is the project representative who:

- Selects the Project Lead and ensures that this is a dedicated resource for the duration of the project
- Selects the Project Team and assigns resources as needed for the duration of the project
- Assigns resources to ensure on-going administration and maintenance of TeleStaff once the implementation project is completed
- Has high-level decision-making authority
- Is the escalation path for issues, concerns, or questions from the PM, Project Lead, Project Team, and user community
- Has responsibility to sign off on project milestones
- Implements Change Management

Project Lead

The Project Lead role can be handled by one person (with a back-up) or two people with representation from IT and business/operations.
The Project Lead:

- Ensures accountability for on-time deliverables as per the project plan
- Owns the daily project management task and is responsible for managing the project and keeping it on track
- Coordinates the project team and ensures tasks are completed on time
- Allocates resources to the project team per the project plan (subject matter experts)
- Works closely with the PM – daily or weekly as required per project phase
- Escalates to the sponsor on a timely basis, when necessary
- Attends configuration training

Project Lead Qualifications:

- Confident leader with support of the users and the rest of the project team
- Decision-maker with authority to make decisions
- Positive "can-do" attitude
- Business knowledge is high and staffing knowledge is excellent
- Dedicated to the project, if possible. If not, then other tasks should be reduced.
- Must stay on the project for the duration. Should not be subject to transfer or retirement for project duration
- Dedicated, organized, and conscientious of timeframes
- Accessible to project team during regular business hours
- Computer literate

Other Project Team Members from Customer Organization

- Staffing expert representation – Subject Matter Expert(s)
- Payroll representation – Subject Matter Expert(s)
- IT representation – Subject Matter Expert(s)
- Union representation (if applicable) – Subject Matter Expert(s)

PDSI Team Members

PDSI also provides the following resources to support the implementation project:

Project Manager

The Project Manager's role is to support the entire project team throughout the implementation process and guide the project to a timely and successful resolution.
The Project Manager:

- Provides project management support
- Schedules status meetings
- Provides expertise on data collection, staffing rules, configuration, and application set-up
- Owns and manages the project plan and updates it on a weekly basis to reflect an accurate schedule
- Communicating project plan updates to the project team
- Provides expert advice and support on all matters pertaining to data collection
- Creates the initial TeleStaff database
- Leads the database review and configuration training
- Prepares the project team to successfully use TeleStaff to build the daily roster, for work codes, and to access the calendar

Product Specialist (Help Desk)

- Provides technical support for all hardware/networking related issues, as well as technical product issues

- Supports the customer after successful completion of configuration training.