



## Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into and effective as of \_\_\_\_\_ ("**Effective Date**") by and between **BOLDplanning, Inc.**, a Tennessee corporation ("**BOLDplanning**") and Durham County, North Carolina.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### 1. Definitions.

"**Scope of Work Attachment**" or "**SOW**" means the ordering documents representing the initial purchase of the Service as well as any subsequent purchases agreed to between the parties in writing from time to time, that are signed under this Agreement and deemed incorporated into **Exhibit A** and that specify, among other things, the number of subscriptions and products ordered, the subscription term and the applicable fees.

"**Service**" means the services provided by BOLDplanning.

"**Users**" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by BOLDplanning at Customer's request).

**2. Provision of Service.** BOLDplanning shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all SOWs executed under this Agreement from time to time. During the term of this Agreement, (i) the Service shall perform materially in accordance with the User Guide, and (ii) the functionality of the Service will not be materially decreased from that available as of the Effective Date. Customer agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments made by BOLDplanning with respect to future functionality or features.

### 3. Use of the Service.

**3.1 BOLDplanning Responsibilities.** BOLDplanning shall: (i) provide telephone and online standard support to Customer's Users, at no additional charge; and (ii) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, except for: (a) planned downtime; or (b) any unavailability caused by circumstances beyond BOLDplanning's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving BOLDplanning employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within BOLDplanning's possession or reasonable control, and network intrusions or denial of service attacks.

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer data ("**Customer Data**"); (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify BOLDplanning of any unauthorized use; and (iii) comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted in the United States.

**3.3 Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained in the Service; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

### 4. Fees & Payment.

**4.1 User Fees.** Customer shall pay all fees specified in all executed SOWs. Except as otherwise provided, all fees are quoted in United States dollars. Except as otherwise provided, fees are non-refundable.

**4.2 Invoicing & Payment.** Customer shall maintain complete and accurate billing and contact information with BOLDplanning at all times. Fees for the Service will be invoiced in advance and otherwise in accordance with the terms set forth in the relevant SOW. Unless otherwise stated in the SOW, charges are due net thirty (30) days from the date of the invoice. Unless otherwise stated in the SOW, all payments made under this Agreement shall be in United States dollars. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at BOLDplanning's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date the payment was due until the date paid.

**4.3 Suspension of Service.** If Customer's account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, BOLDplanning reserves the right to suspend the Service provided to Customer, without liability to Customer, until the overdue amounts are paid in full.

**4.4 Taxes.** Unless otherwise stated, BOLDplanning's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on BOLDplanning's income. If BOLDplanning has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides BOLDplanning with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **5. Proprietary Rights.**

**5.1 Reservation of Rights.** Customer acknowledges that in providing the Service, BOLDplanning utilizes (i) the BOLDplanning name, the BOLDplanning logo, the BOLDplanning domain names, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**BOLDplanning IP**") and that the BOLDplanning IP is covered by intellectual property rights owned or licensed by BOLDplanning (collectively, "**BOLDplanning IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the BOLDplanning IP or BOLDplanning IP Rights are granted to Customer, and all licenses and rights are expressly reserved.

**5.2 License Grant.** BOLDplanning grants Customer and its Users a worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

**5.3 Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service or BOLDplanning IP; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; or (iii) disassemble, reverse engineer, or decompile the Service or BOLDplanning IP, or access it in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, or (C) copy any ideas, features, functions or graphics of the Service.

**5.4 Customer Data.** As between BOLDplanning and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. BOLDplanning may access Customer's User accounts, including Customer Data, solely to respond to service or technical problems or at Customer's request. Customer grants BOLDplanning an unrestricted, royalty-free, irrevocable license to maintain and distribute aggregated compilations of Customer Data ("**Aggregated Data**"). The Aggregated Data will not reveal any personal information or the identity of Customer.

**5.5 Suggestions.** BOLDplanning shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

## **6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs under this Agreement), the Customer Data, the Service, the BOLDplanning IP, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting the Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of the compelled disclosure (to the extent legally permitted and to the extent feasible) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party becomes aware that Confidential Information may have been disclosed due to a breach in security or otherwise, it shall provide the Disclosing Party with notice of the breach and potential disclosure promptly.

**6.3 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin the acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **7. Warranties & Disclaimers.**

**7.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. BOLDplanning represents and warrants that (i) the Service complies with all applicable law; (ii) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision of the Service; (iii) it owns or otherwise has sufficient rights to the Service and the BOLDplanning IP to grant the rights and licenses granted in this Agreement; and (iv) the Service and BOLDplanning IP do not infringe any intellectual property rights of any third party.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BOLDplanning MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BOLDplanning SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **8. Mutual Indemnification.**

**8.1 Indemnification by BOLDplanning.** Subject to this Agreement, BOLDplanning shall defend, indemnify and hold Customer harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Service as contemplated under this Agreement infringes the intellectual property rights of a third party. Customer shall (a) promptly give written notice of the Claim to BOLDplanning; (b) give BOLDplanning sole control of the defense and settlement of the Claim (provided that BOLDplanning may not settle or defend any Claim unless it unconditionally releases Customer of all liability); and (c) provide to BOLDplanning, at BOLDplanning's cost, all reasonable assistance.

**8.2 Indemnification by Customer.** Subject to this Agreement and to the fullest extent permitted by law, Customer shall defend, indemnify and hold BOLDplanning harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against BOLDplanning by a third party alleging that the Customer Data or Customer's use of the Service infringes the intellectual property rights of, or has otherwise harmed, a third party. BOLDplanning shall (a) promptly give written notice of the Claim to Customer; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases BOLDplanning of all liability); and (c) provide to Customer, at Customer's cost, all reasonable assistance. Notwithstanding the foregoing, nothing contained in this section shall be deemed to constitute a waiver of the governmental immunity of the Customer, which immunity is hereby reserved to the Customer.

## **9. Limitation of Liability.**

**9.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF \$100,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER UNDER THIS AGREEMENT.

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGE.

## **10. Term & Termination.**

**10.1 Term of Agreement.** This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

**10.2 Term of User Subscriptions.** User subscriptions commence on the start date specified in the relevant SOW and continue for the subscription term specified in the SOW. Unless terminated by giving notice of termination at least sixty (60) days prior to the end of the relevant subscription term, User subscriptions shall automatically renew for an additional period of one (1) year (the "Renewal Term").

**10.3 Termination for Cause.** A party may terminate this Agreement and any User subscription hereunder for cause: (i) upon thirty (30) days written notice of a material breach to the other party if the breach remains uncured at the expiration of such thirty (30) day cure period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, BOLDplanning shall refund Customer any prepaid fees for the remainder of the subscription term after the date of termination. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to BOLDplanning prior to the effective date of termination.

**10.4 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6, 7, 8, 9, 10 and 11.

## **11. General Provisions.**

**11.1 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**11.2 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.3 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the first business day after being sent by overnight courier; (iii) the third business day after mailing; (iv) the second business day after sending by confirmed facsimile; or (v) the second business day after sending by email with confirmation of receipt.

**11.4 Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

**11.5 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided in the Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**11.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**11.7 Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement together with all rights and obligations under this Agreement, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.8 Governing Law and Venue.** This Agreement shall be governed exclusively by the internal laws of the State of North Carolina, without regard to its conflicts of laws rules. The state and federal courts located in Durham County, North Carolina shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party consents to the exclusive jurisdiction of these courts. Each party also waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**11.9 Entire Agreement.** This Agreement, including all exhibits and addenda to this Agreement and all SOWs signed under this Agreement, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Master Services Agreement and any exhibit or addendum to this Agreement, or SOW signed under this Agreement, the terms of the exhibit, addendum or SOW shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding SOWs) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**11.10 Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

**11.11 Insurance.** BOLDplanning shall procure and maintain for the duration of the contract the following insurance coverage from an insurance company(s) possessing a rating of A-VI or higher from the A.M. Best Company or an equivalent rating service. All of the policies required of BOLDplanning shall contain a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the Customer. BOLDplanning shall advise Customer of any cancellation, non-renewal, or material change in any policy within ten (10) days of notification of such action and provide updated certificates of insurance evidencing renewals within fifteen (15) days of expiration. All of the policies required of BOLDplanning shall be primary and Customer agrees that any insurance or self-funded liability programs maintained by Customer shall be non-contributing with respect to the BOLDplanning's insurance.

**Commercial General Liability**

Shall be a limit of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate. Coverage must be in a form providing coverage not less than the standard Insurance Services Office Form CG 00 01 and include products and completed operations, property damage, bodily injury, and personal & advertising injury. The products-completed operations coverage shall be provided for a minimum of one year following final acceptance of the work.

**Commercial Automobile Liability**

ISO Form CA 00 01 covering any auto with limit not less than **\$1,000,000** per accident for bodily injury and property damage.

**Worker's Compensation and Employers Liability**

BOLDplanning shall satisfy all compulsory requirements relating to workers compensation in any jurisdiction in which benefits may be claimed. Employers Liability shall be a limit of not less than **\$1,000,000** per accident for bodily injury or disease.

**11.12 E-Verify.** As a condition of payment for services rendered under this agreement, BOLDplanning shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if BOLDplanning provides the services to Customer utilizing a subcontractor, BOLDplanning shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. BOLDplanning shall verify, by affidavit, compliance of the terms of this section upon request by Customer.

**11.13 Dispute Resolution.** The Parties agreed that all disputes shall be subject to mediation according the Rules of Mediation of the North Carolina Superior Court, prior to the filing of any litigation.

**11.14 Termination For Non-Appropriation Of Funds.** Notwithstanding any other provision of this Agreement, the Customer/County shall not be obligated for the Seller's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. They shall notify BOLDplanning in writing of any such non-allocation of funds at the earliest possible date.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**BOLDPLANNING, INC.**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CUSTOMER**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Implementation Strategy**

Preparing for emergencies cannot be fully outsourced. In order to do it right, you must engage, think, talk, and practice. We have worked with large and small organizations across the country in many diverse industry sectors. Using this experience, we have developed and refined a complete planning methodology to assist organizations with every step of this long-term process.

BOLDplanning will provide your organization with necessary materials to implement a multimedia approach for strong organizational planning. The cloud-based planning tools are the centerpiece of the methodology with the capability of data collection and report generation; however, there are many other elements used for successful project management:

- Schedules, phases and project plans
- Solicitation of support from executive management
- On-site training and team meeting facilitation
- On-line and printed documentation for all phases of the project
- Subject matter expertise and technical assistance
- Plan reviews and gap analysis
- Testing and exercising
- Plan finalization and approval by executive management
- Ongoing maintenance and enhancement
- Institution of a long-term commitment to emergency preparedness

There are no easy answers or short cuts for true emergency preparedness. In today's increasingly unstable world, it is worth the time, money and effort to be sufficiently ready for a number of scenarios. Each step is not hard and does not take long, but to build a "culture of preparedness" in your organization, effort must be made. Our proven, detailed methodology has been field-tested over and over, and is flexible for working with organizations at all stages and levels of planning. We assist you with our lessons learned and our best practices, so you can immediately begin planning without re-inventing the wheel.

BOLDplanning has developed the following project plan for the City and County of Durham. As necessary, BOLDplanning can modify this project plan to include additional services to assist with ongoing plan development, testing and maintenance. Optional services are included in this proposal for your consideration. This work plan provides a standard framework for our local government implementations; however, we will work with your project managers to ensure that the finalized contracted project plan provides all the services deemed necessary by your jurisdiction.

Our standard fixed-price model with a breakdown by phase is included and guarantees no cost over-runs. BOLDplanning supplies the following project details with phases, deliverables and estimated schedule.

### **System Licensing, Branding and Customization** – Days 1 through 30

BOLDplanning will deploy a customized version of BOLDplanning.com. This phase includes the following deliverables:

1. One (1) year Enterprise Subscription Licensing for the BOLDplanning.com COOP Module.
2. Hosting, maintenance, upgrades, hot-site redundancy, and data backups for the Software-as-a-Service/Cloud implementation.
3. Technical services related to system branding and start-up configuration.
4. Project management services and administration for the successful completion of all deliverables.

### **Project Initiation and Preparation** – Day 31 through 60

After the completion of the system setup, BOLDplanning will schedule and facilitate a COOP Initiation Meeting via webinar/conference call with your project management team. During this meeting, the standard BOLDplanning.com functionality will be reviewed and compared against all applicable compliance requirements. All appropriate stakeholders and staff will be encouraged to attend this COOP Initiation Meeting. This meeting will focus on the following agenda items:

- Introductory training to BOLDplanning.com for Project Managers and system administrators.
- Analysis of existing plans, data, templates, checklists, and best practices to determine options for transferring data into the system.
- Review of strategy and documentation for system rollout to all participating planners.

From the results of the COOP Initiation Meeting, BOLDplanning will begin the technical configuration and the transfer of applicable data. The following deliverables will be part of this phase:

1. Completion of system configuration items and terminology changes discussed during the COOP Initiation Meeting.
2. Transfer of vital applications, facilities, key staff and applicable data from any existing plans, database systems and other documents into appropriate sections of the system.
3. Project management for the review and approval of the final system and the transferred data.
4. Development of the planning structure and creation of departmental plans.
5. Identification of appropriate planners for each of the participating departments.
6. Delivery of the Project Managers Package with project description materials, user documentation, and rollout instructions and suggestions.
7. Ongoing help desk support for all project managers and appropriate team members.

At the completion of this phase, BOLDplanning will give access to the customized system to the project managers.

### **Kickoff and Plan Development Workshops** – Day 61 through 90



BOLDplanning will schedule and conduct a series of two (2) consecutive full-day COOP Plan Development Workshops for the participating planners. Each day is a stand-alone, hands-on workshop, allowing planners to choose and attend only a single session. At the conclusion of these workshops, planners will have draft plans under development and clear instructions for future data collection efforts. An organized rollout will be initiated for all the participating departments and divisions. The following deliverables will be part of this phase:

1. Distribution of access credentials to each of the participating planners.
2. Introduction to continuity planning and to the BOLDplanning.com system.
3. Review of all existing data transferred into the system.
4. Significant time for actual plan development as planners enter data into the web-based tool.
5. Instructions for additional data input, planning team meetings and an estimated schedule for plan completion.
6. Completion of the two-consecutive on-site COOP Plan Development Workshops.

### **Mid-Term Workshops** – Day 91 through 120

BOLDplanning will schedule and conduct two (2) consecutive full days of Mid-Term Workshops. All key stakeholders and planners will be invited to attend and work to finalize the planning elements for their respective business units. At the conclusion of these workshops, planners will have completed COOP elements and clear action items for plan finalization.

A detailed and documented training process that includes training plans, agendas, documentation and flexible workshop formats has been developed for BOLDplanning.com. As necessary, each day of training will be conducted in one of the following formats:

- Full-day workshop
- Two (2) half-day workshops
- Consecutive 60- or 90- minute workshops
- Individual or group workshop formats

Each session is a stand-alone, hands-on workshop, allowing planners to choose and attend a single session. Specific deliverables for each workshop may include the following:

1. Introduction to COOP and to the BOLDplanning.com system.
2. Time for actual COOP development as planners review current data and enter additional departmental data into the planning system.
3. Instructions for additional data input, planning team meetings and an estimated schedule for plan completion.
4. Details about the monthly Plan Maintenance Cycle (PMC) for COOP enhancement.

These workshops will focus strongly on collecting the following data elements:

- Essential Functions and interdependencies to staff and vital records
- Succession planning and delegation of authority
- Vital records, databases and systems
- Alternate facility options with resource requirements
- Procedures and policies for COOP activation, deployment and implementation

### **Plan Reviews** – Day 121 through 150

BOLDplanning will complete plan reviews of all plans. Each section of the departmental plans will be reviewed by a subject matter expert. Using the on-line review tool within the system, the plans will be analyzed, and each section will receive a **Red/Yellow/Green** status level along with comments for improvement. The review levels and comments will be immediately available for planners via the web-based tool and will provide the project managers with a detailed status report for all plans under development. The following deliverables will be part of this phase:

1. Review of existing data for all planning elements.
2. Delivery of a **Red/Yellow/Green** status level for each COOP element.
3. Gap analysis and comments for plan improvement.
4. Instructions for additional data input as required for plan completion.

### **Plan Finalization Workshops** – Day 151 through 180

BOLDplanning will schedule and conduct two (2) consecutive days of Plan Finalization Workshops. Each session is a stand-alone, hands-on workshop, allowing planners to choose and attend only a single session. All key stakeholders and planners will be invited to attend and work to finalize the planning elements for their respective departmental COOP plans. At the conclusion of these workshops, planners will have completed all COOP elements and clear action items for plan finalization. The following deliverables will be part of this phase:

1. Delivery of gap analysis documentation for each department plan.
2. Delivery of specific instructions for plan completion.
3. Consulting services to complete all plan update requirements.
4. Significant time for actual COOP plan updates as reflected in the gap analysis documentation.

### **Plan Verification and Completion** – Day 181 through 210

BOLDplanning will complete re-reviews of all updated plan elements. Using the on-line review tool within the system, the plans will be analyzed, and updated sections will receive a **Red/Yellow/Green** status level along with comments for improvement. Upon completion of the verification of the departmental plans, BOLDplanning will complete and deliver a copy of the Plan Review Report to the project manager. The following deliverables will be part of this phase:

1. Review of all updated COOP data per departmental plan.
2. Delivery of a **Red/Yellow/Green** status level for each COOP element for each departmental plan in the system.
3. Gap analysis and comments for plan completion.
4. Completion and delivery of Plan Review Report.
- 5.
6. Completion and delivery of a Continuity of Government plan in collated format.

**Plan Maintenance** – *Day 211 through end of subscription*

BOLDplanning will maintain the system for the remainder of the initial one (1) year subscription period. During this project period, the departments and their planners will continue to receive the following services:

1. SaaS/Cloud infrastructure with all hosting, maintenance, upgrades, hot-site redundancy, and data backups.
2. Real-time plan access through the internet.
3. Telephone and internet technical support and customer service.
4. Project manager training via telephone and webinar.

All planners will receive the following resources to assist with plan development and maintenance for their departments:

- BOLDplanning.com – This is an excellent training resource by itself. This system details every element of a COOP, asking for specific data for each plan element. The plan reports provide a wealth of information that assists planners, managers and staff with making good decisions during times of disruption.
- On-line Helper Tips – Embedded throughout the system, there are detailed helper tips that explain COOP concepts and provide instructions for data entry.
- Help Files Library – In the File Archive section of each plan there is a Continuity Plan User Guide as well as a library of training webinars covering all the major elements of the plan for planners to use at their convenience.
- Webinar Training – BOLDplanning offers free webinar trainings on the first Wednesday of each month, one for planners and another session for project managers.

## **Optional Planning Services**

## Pricing

BOLDplanning has proposed a package of services with the associated deliverables and fixed-cost price as detailed above. As necessary, planners may require additional services to develop, maintain and enhance planning elements. The following service menu provides a list of available services.

<b>Total Project Cost</b>	<b>\$18,500</b>
System Licensing, Branding and Customization	\$ 17,000
Project Initiation and Preparation	\$ 10,600
<b>On-Site Training Workshop</b>	
Kickoff and Plan Development Workshops	\$ 10,300
BOLDplanning will work directly with project managers to schedule and conduct on-site training or plan development workshops for planners for all participating departments. A detailed and documented training process that includes training plans, agendas, documentation and flexible workshop formats has been developed. As necessary, each day of training will be conducted in one of the following formats.	\$ 10,300
Plan Finalization Workshops	\$ 10,300
Plan Verification and Completion	\$ 9,500
• Plan Maintenance COOP workshop	Included
• Two (2) half-day COOP workshops	
<b>OPTIONAL Services</b>	
• Consecutive 60- or 90-minute workshops	
• On-Site Training Workshop (2 consecutive day minimum)	\$ 4,000 per day
Individual or group workshop formats	
System Software Subscription Annual Renewal	\$ 15,400 per year

Each session is typically a stand-alone, hands-on workshop, allowing planners to choose and attend a single session. Specific deliverables for each workshop may include the following:

## Payment Terms

BOLDplanning provides the following details regarding BOLDplanning payments.

2. Significant time for actual COOP development as planners review current data and enter Phase 1: System Licensing, Branding and Customization additional departmental data into the planning system. The specific deliverable for this payment is delivery of the customized system to the project manager. 3. Additional instructions for additional data input and planning team meetings.

4. Details about the monthly Plan Maintenance Cycle (PMC) for COOP enhancement. Phase 2: Project Initiation and Preparation

The specific deliverable for this payment is the completion of the COOP Initiation Meeting.

## Software Subscription Licensing Annual Renewal

This project includes Plan Development (1) year subscription licensing for BOLDplanning.com COOP Module. At the end of the initial one (1) year subscription period, the project managers have the option to renew this annual subscription license for the county. If this project is terminated at the end of this initial period, each planner will be able to download current plans in MS Word and Excel formats. This annual renewal includes the following deliverables:

The specific deliverable for this payment is the completion of two (2) consecutive days of on-site training workshops, posting, maintenance, redundancy, data backups and system upgrades.

2. Continued access to the system for plan development and maintenance for all departments, divisions and business units. Phase 5: Plan Reviews The specific deliverable for this payment is the completion and delivery of the red/yellow/green reviews and seasonal reports for all departments and emergency responders.

Phase 6: Plan Finalization Workshops 4. Telephone and internet technical support and customer service.

The specific deliverable for this payment is the completion of two (2) consecutive days of on-site training workshops.

## Phase 7: Plan Verification and Completion

The specific deliverable for this payment is the completion and delivery of the red/yellow/green reviews and comments for all updated sections of departmental plans.

