intermedix

SEALED BID for
Emergency Notification System
Solicitation No.: CRFQ 0506 BPH1600000001

November 25, 2015 1:30 p.m. EST

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WV Purchasing Division

Doug Havron, RN, BSN, MS
VP, Public Health Solutions
Collaborative Fusion, Inc., a subsidiary of Intermedix Corp.
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Robert P. Kilpatrick
Senior Buyer
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

304.558.0067 | Robert.P.Kilpatrick@wv.gov

November 23, 2015

Robert P. Kilpatrick
Senior Buyer
West Virginia Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Dear Mr. Kilpatrick,

Collaborative Fusion, Inc., a subsidiary of Intermedix Corporation (Intermedix), is pleased to offer the following proposal to the West Virginia Department of Health and Human Resources, Bureau for Public Health, Center for Threat Preparedness (WV DHHR) for an Emergency Notification System Center (Solicitation No: CRFQ 0506 BPH1600000001). As WV DHHR's current provider of WVPH ALERTS through our CORES HAN platform, Intermedix is uniquely positioned to be immediately responsive to the State's requirements for a hosted emergency notification system, and can meet the timelines specified within its RFQ.

We are a recognized leader in providing a variety of emergency management and response solutions to hospitals, public health and the healthcare community. We currently partner with Departments of Health in 46 states — 20 of which utilize our HAN technologies, including the State of West Virginia.

We have taken great strides enhancing our emergency notification and health alerting capabilities over the last several years. As an existing user of both the CORES HAN and CORES RMS systems for WVPH ALERTS and WVREDI, West Virginia has an opportunity to continue to utilize these solutions and maintain program consistency via the benefits discussed in this proposal. It is through our acknowledgement of the significant investment in Intermedix solutions already made by West Virginia that we have prepared this proposal to align with your current and future initiatives.

Thank you for this opportunity to continue to earn your business as we look forward to continuing our relationship with the West Virginia Department of Health and Human Resources.

Respectfully submitted,

Brad Williams

Brad Williams, Officer
Intermedix Corporation

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Executive Summary

EXECUTIVE SUMMARY

INTERMEDIX & WV DHHR

Intermedix has been an active partner of the West Virginia Bureau for Public Health / West Virginia Department of Health and Human Resources (WV DHHR) for more than 10 years. During this time, we have worked closely with WV DHHR representatives to develop its first volunteer and responder management system in 2003, and implemented emergency notification capabilities for its HAN solution in 2011. This history and experience demonstrates our commitment to the success of WV DHHR's emergency preparedness and response solutions as we have come to provide the following healthcare technologies within the State:

The West Virginia Bureau of Public Health / West Virginia Department of Health and Human Resources, Center for Threat Preparedness (WV DHHR) has been using CORES HAN as its Public Health Alert System, WVPH ALERT since 2011.

WVPH ALERT (https://wvphalert.org/) is used to enable WV DHHR to meet the Public Health Information Network (PHIN) requirements of performing coordinated alerting and notification across public health and health-care organization. It is used to:

- Create and manage organizational contacts involved in public health across West Virginia
- Maintain a repository for communication and response plans
- Provide multi-faceted alerting capabilities to target particular contacts within an organization and cross-state and CDC

Intermedix deployed and currently provides administrative support for the State of West Virginia's ESAR-VHP System, WVREDI, with our CORES RMS solution. WVREDI (https://www.wvredi.org/) is integrated with existing legacy data sources, including the State's professional licensing boards, to give WV DHHR an integrated emergency credentialing system.

Intermedix and WV DHHR also facilitated the issuance of identification cards to emergency responders through West Virginia's Department of Motor Vehicles. WVREDI was the first ESAR-VHP compliant system of its kind in the nation. Intermedix currently provides all hosting services for the ESAR-VHP system and provides ongoing technical assistance and system training.

Key Benefits of Choosing Intermedix

HISTORY OF IMPROVEMENT

Intermedix serves 20 states throughout the country with our CORES HAN alerting solution, for which we have continuously demonstrated our commitment to industry expertise, compliance standards, client management and innovative technology that it takes to be a strategic and responsive partner of our clients. Because of our 10+ year relationship with WV DHHR, we have jointly invested in the emergency preparedness solutions used by your staff and stakeholders today. This type of relationship lends itself to future innovations that organically develop to meet the needs of WV DHHR. Because our solution is web-based, updates can be implemented immediately and are available to users of WVREDI and WVPH ALERT to ensure that West Virginia users are always using the most updated version of these solutions.

We have provided WVPH ALERT since 2011, throughout which time we have released more than 50 product upgrades and have added / upgraded the following features and functions of the system:

New Organization Module

The new Organization Module provides easy and efficient management of Users registered in the WVPH Alert site. It allows for the flexibility to arrange organizations in a hierarchy structure that reflects real-life structures and relations between organizations. This module also provides the ability to quickly and easily assign those registered in the site to access levels to regulate permissions.

New Message Module

The new Message Module has been upgraded to streamline the ability to send PHIN compliant notifications as well as General Messages.

New and Expanded Sent Messages Reporting Statistics

As recent as Q4 2015, Intermedix has introduced extensive improvements to reporting on sent messages in CORES HAN. The 'Sent Messages Reporting by Containers' function introduces an innovative reporting feature that offers a new way to view statistics for sent notifications. In this context, a "Container" is any set of associated individuals, such as organizations, groups, and search result sets.

Changes include:

- Views of the containers at the time the message was sent
- A new table that allows you to monitor responses over time
- Viewing a sent message by a container, which shows statistics and responses related to that container
- Advanced filtering that provides flexible options for exporting data (see screenshot to the right)
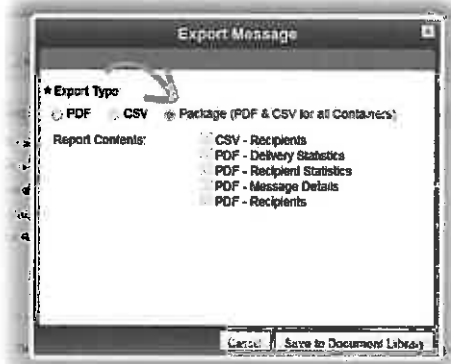
Since WV DHHR subscribes to the Document Library, your administrators can also quickly perform an export with just five (5) mouse clicks that automatically creates, packages, and delivers a comprehensive Sent Message report package to your library for the entire message and each container within the message.

Recipient Statistics: By Containers

The new **Recipient Statistics: By Containers** section of a sent message now shows each container (organization, group, or other set of associated individuals) that was added to the notification when it was composed. It also shows the number of individual recipients within that container, and delivery and response statistics for each container.

The **By Containers** section presents a new view of sent message statistics, providing you with the specific information that you need for each organization, group, or other set of associated recipients. Clicking the name opens the recipient statistics for that container, as shown to the left.

Recipient Statistics: All Recipients

The **Recipient Statistics: All Recipients** section of a sent message now contains the **Responses Over Time table,** which shows the number of recipients who responded within each listed timeframe and the percentage that number represents. Each response time is a link to details about the related recipients. Your Client Services Manager can configure the time ranges that appear in this section.

Recipients Display Filter

Intermedix introduced a powerful new **Recipients Display Filter** to allow administrators to easily examine message recipient data in total or subsets of data. Simply click a recipient total, delivery status, response option, time period, delivery method link, or container link in the message detail page, and the Recipients page opens. The detail shown depends on the link you clicked. In general, the page shows every individual in the link's category to whom the message was sent.

When you select **Advanced** from the **Filter Type** at the top of the Recipients page, the recipients table expands to show each attempt made to contact each recipient by Delivery Method, allowing you to review the details about each. Whether using the Basic or Advanced filtering, you can also filter by one or more of the following options:

- Delivery Status, which also shows Response Options, if applicable
- Recipient Container
- Response Time

ORGANIZATIONAL KNOWLEDGE AND EXPERIENCE

Our team is dedicated to WV DHHR and has developed intangible organizational knowledge and experience over the years, regarding the needs of your staff, unique technology integrations, and distinctive policies and procedures. We have continuously maintained, without interruption, the existing WVPH ALERT system in a ready state for the duration of the current contract and beyond. For example, in July of 2013 when the Summit Bechtel Reserve hosted the 2013 National Scout Jamboree held by the Boy Scouts of America for over 50,000 scouts and their families, Intermedix delayed a scheduled major release of the WVREDI system until September when the event was complete.

Because this knowledge base is already in place, and because of the importance of maintaining operational status of alerting technology that can mobilize in a moment's notice, the advantage sits with WV DHHR to continue as your current technology partner. A new vendor would face a significant learning curve to reach the current depth of our partnership.

ONGOING COMMITMENT TO FUTURE INNOVATION

Intermedix is proud of what we have accomplished together, but our focus continues to be on how we can continue to partner with WV DHHR into the future. Because we have existing technology, training and support teams in place, the disruption related to an implementation will be **zero** with Intermedix. The lack of implementation impact means that we can continue to leverage our existing investment and focus resources on other important areas like training and service enhancements. We believe this to be a huge advantage to WV DHHR. Instead of spending years implementing and training staff on a new solution (and the expenditure of associated costs and man hours), the focus can be on the future and how we will successfully navigate the needs of emergency response services as they change.

In Conclusion

Our history with WV DHHR and understanding of the explicit goals stated in the RFQ have led us to offer the following proposal for continued use of our CORES HAN emergency notification system that provides a comprehensive alerting solution that is PHIN-compliant and immediately available to WV DHHR users. We are grateful for the opportunity to provide this proposal for an ongoing partnership between Intermedix and the West Virginia Department of Health and Human Resources.

Qualifications

QUALIFICATIONS (3.1)

The successful vendor must have three (3) years minimum experience with rapid notification as evidenced by website information, business license, and/or other proof. Documentation demonstrating the Vendor meets this experience requirement should be included with the bid, but must be provided prior to award of a Contract.

Intermedix is the nation's leading provider of responder, notification, and incident management solutions to government and health agencies. Collaborative Fusion, Inc., a subsidiary of Intermedix Corporation, was incorporated in 2000 as a Delaware Corporation. The company is headquartered in Fort Lauderdale, Florida, with 33 offices throughout the country and the world.

Our products and services help private organizations and local, state, and federal agencies best prepare for, respond to, and recover from emergencies. Intermedix currently provides the WV DHHR's Public Health Alert System (WVPH ALERT) and Responder Emergency Deployment Information System (WVREDI) with our CORES HAN and RMS solutions.

We have provided these and other solutions for more than 10 years (since 2004) as evidenced by the West Virginia 2016 Corporation Annual Report on the following page. Intermedix was the first company to develop a statewide HAN solution and has gone on to work extensively with the medical and health community to provide innovative and effective ESAR-VHP volunteer management, Patient Tracking, HAvBED, Identification Card, and HAN systems to our government partners. Under disaster conditions and real emergencies, no other technology platform has been put to the test like our solutions.

In addition to West Virginia, Alabama, Arizona, Colorado, Delaware, the District of Columbia, Hawaii, Illinois, Iowa, Kentucky, Maine, Maryland, Mississippi, Missouri, New Mexico, Ohio, Pennsylvania, the territory of Puerto Rico, South Dakota, Tennessee, Utah, Vermont, and Washington utilize our solutions for alerting and emergency notification technology.

2016 Corporation Annual Report

Unified Business Identifier:UF000062051001   For filling with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Business Legal Name	COLLABORATIVE FUSION, INC.
WV Effective Date	11/03/2003
Last Annual Filed	2015
Last Annual Filing Date	04/30/2014
Charter Type	Foreign
Class	For Profit
Organization Type	Corporation
Home State	DE
Business Purpose	5415
Business Purpose Description	Computer Systems Design & Related Services (design, programming, facilities mgmt)
Business Purpose County	Not Known
Principal Office	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	FORT LAUDERDALE , FL 33308
Mailing Address	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	FORT LAUDERDALE , FL 33308
\gent of Process	Registered Agent Solutions, Inc.
	555 Poca River Road, North
	Poca , WV 25159
President Information	JOEL PORTICE
	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	FORT LAUDERDALE , FL 33308
Vice President Information	KEN COOKE
	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	FORT LAUDERDALE , FL 33308
Secretary Information	BRAD WILLIAMS
	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	FORT LAUDERDALE , FL 33308
Director Information	DOUG SHAMON
	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	FORT LAUDERDALE , FL 33308
Director Information	KEN COOKE
	6451 N. FEDERAL HIGHWAY
	SUITE 1000
	F , FL 33308
WV County	Out of State
Company Email	JOHN.TRACZ@INTERMEDIX.COM
Number of West Virginia resident employees	0
iling Date	06/24/2015
Total Number of Employees	0

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2016 Corporation Annual Report

Unified Business Identifier:UF000062051001   **For filling with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000**

Company Website Address

Are you a scrap metal dealer or recycler?	No
Is this a minority owned business?	No
Is this a woman owned business?	No
Do you own or operate more than one business in West Virginia?	No

Number of businesses

Number of counties

Does your organization employ individual(s) who currently serve or someone who has served as a member of the United States Armed Forces?	No

How many

Does the owner of the organization currently serve or has served as a member of the United States Armed Forces?	No

I certify the information provided is true. I further certify that I am an officer or individual holding a power-of-attorney and am duly authorized to file this report on behalf of the corporation, as required by the West Virginia Code. I agree that the electronic entry of my name below represents my signature and authorization for this filing.

Brad Williams

:uthorized By

OFFICER

Capacity

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Mandatory Requirements

MANDATORY REQUIREMENTS (4.1)

Mandatory Contract Services Requirements and Deliverables

Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1   In addition to the notification requirements described above, the service selected will also serve as the emergency alerting vehicle for dissemination of important alerts and warnings, including CDC's Health Alert Network (HAN) messages. Information for alerting will be imported from existing databases or spreadsheets with remote update capability, or will be separately built and loaded into the system from every West Virginia county as well as the Center for Threat Preparedness itself.

Confirmed—Intermedix is the only provider able to continue to support the established system's capacity to function as a CDC PHIN-compliant messaging system. All existing data will be maintained.

Today, WVPH ALERT provides each County Health Department within the State of West Virginia and multiple other organizations with access to its Public Health Alert System site for alerting and information sharing capabilities. There are a total of 60 organizations and 14,600 (as of November 2015) users working with WVPH ALERT. Intermedix does not impose a limit on the number of users, administrators, organizations or groups

4.1.2   The service selected must meet the following criteria: Must comply with all applicable Public Health Information Network (PHIN) certification requirements as articulated in the "PHIN Communication and Alerting (PCA) Guide Version 1.3 (April 27, 2010)". The PCA Guide can be found at: http://cdc.gov/phin/resources/guides.html.

Confirmed—Our proprietary CORES HAN solution is the only system in the marketplace that meets all applicable PHIN guidance. We will ensure that WVPH ALERT will remain PHIN-compliant for the coming years.

4.1.3 Continuous and uninterrupted availability of this service is critical. While it will not necessarily be used on a daily basis, the service must continuously be available for use in times of need. Accordingly, the service must be distributed across multiple call centers utilizing different telephone and bandwidth providers within the United States to minimize the likelihood that an outage in any geographic area or affecting a single provider would affect service availability. Security measures must be deployed to ensure all possible safeguards are in place to protect data in storage at each of the locations. The service must be able to automatically route calls over the least congested networks to ensure rapid message delivery, and must be able to utilize the Government Emergency Telecommunication Service (GETS) http://gets.ncs.gov/ as provided by National Communications System, for emergency call prioritization. The service must have redundancy or servers in different geographical locations.

Confirmed—WVPH ALERT will be continually available, and is hosted in multiple data   centers for redundancy and resiliency. Strong security is deployed, and intelligent call   routing/load balancing is employed.

4.1.4 The successful vendor must include unlimited inbound or outbound calls in their bid. In addition, the system database must allow for unlimited names/contact information to be included.

Confirmed—Given our extensive partnership, Intermedix has continues to include unlimited inbound and outbound calls within our response. Telecom charges are included at no extra charge, assuming usage remains within expected limits based on past averages. The WVPH ALERT database can accept unlimited names and contacts.

4.1.5 The successful vendor shall agree to work with the current vendor (Intermedix) to ensure a timely, accurate, and complete transition of the project operations. The successful vendor selected must import existing data from the West Virginia Public Health Alert System (WVPHAlert), the incumbent emergency notification system (all call groups from each user location in counties and State) into the new system within one (1) month of contract award. If the incumbent system is not available to export existing call group data from the state and LHDs, then the successful vendor must rebuild all the call groups from each of those agencies within one (1) month of contract award. This will include personal interaction with staff from each of the agencies and any technical assistance needed.

Confirmed—Because WVPH ALERT is already up and running, there will be no interruption in service. There will be a seamless transition from the current contract to the new contract if we are privileged to be chosen again as your emergency notification system partner.

4.1.6 The successful bidder shall ensure the new system is fully operational within one (1) month of contract award.

Confirmed—As your current vendor, WVPH ALERT was delivered within 30 days of the original contract in 2011 and is fully functional today. The solution will be available on day 1 of the new contract without interruption.

4.1.7 The successful bidder shall cooperate with the agency and any subsequent vendor should the Contract resulting from this solicitation be terminated, and to deliver any and all electronic files, documentation, and associated work products to the Agency within thirty (30) days of receipt of notice of contract termination. The format for exporting data from the terminated vendor's current system to the new successful bidders' system will be provided upon award.

Confirmed—Upon termination of this contract, we will cooperate with WV DHRR, and will deliver its data upon request within 30 days in the requested format.

4.1.8 The successful bidder's service must provide for secure transmission of notification messages and report results back to the West Virginia State Center for Threat Preparedness or other designated facility. The service center must also have multiple points of communication from contact requests including, the internet (with or without a Virtual Private Network (VPN)), a dedicated dial-up line, and a private peering network).

Confirmed— Intermedix confirms that WVPH ALERT, which runs on CORES HAN, supports the ability to securely transmit notification messages and provide reports back to the West Virginia State Center for Threat Preparedness or other designated facility. CORES HAN also includes multiple points of communication from contact requests including Internet (with or without VPN), dedicated dial-up, and a private peering network.

4.1.9 Each of the following service functionalities are mandatory requirements of the successful vendor's system, and the system must perform according to these functionalities during the life of the Contract:

4.1.9.1 Must have the capability to send notifications rapidly via multiple communication mediums utilizing assigned roles; (Must be able to use both "land lines" and mobile phone, fax, instant messaging, and Simple Mail Transmission Protocol (SMTP) Short Message Service (SMS) messaging such as email, alphanumeric papers and other wireless devices.)

Confirmed—WVPH ALERT includes the capability to send notifications to land lines, mobile phones, faxes, IM, SMTP (email), SMS, pagers, and other devices.

4.1.9.2 Must be capable of delivering customized messages, both in the content and the delivery mechanism, to each individual, and in the case of voice messages, using a text-to-speech engine to dynamically create the messages.

Confirmed— WVPH ALERT supports the customization of message content by delivery mechanism. TTS is supported.

4.1.9.3   Must have the ability to send the notification to one device and, if there is no answer within a specified timeframe, as determined by the type of incident, send the notification to the next device listed in the user's profile. This includes being able to select which phone device the message is being sent to (i.e. cell phone vs. work phone vs. home phone). This process must continue until contact attempts for all listed devices defined in the user's profile are exhausted. The message initiator must have the ability to require the system to continue contact attempts until contact is successful.

Confirmed— WVPH ALERT administrators can configure the exact date and time to send each notification, the number of times to contact recipients, and the method of communication (phone, email, etc.). For even greater convenience, administrators can request a response, which recipients can submit through a variety of methods including email, text, and phone.

For messages that are sent regularly, administrators can create templates that are accessed easily and quickly, permitting them to be activated with less than five (5) clicks, or scheduled for future delivery on an as-needed basis. You can create templates with response options beforehand and view responses dynamically in the application instead of using manual, time-consuming processes to contact individuals in adverse events or unexpected schedule changes. Virtually every characteristic of an alert can be pre-composed and saved in a template format, allowing templates to be created for various types of incidents. When recalling a template, the message can be reviewed and tweaked prior to delivery. Users also can retroactively save past messages as templates using their "Sent Items" folder to access composition information.

When composing a message on-the-fly or creating a template, administrators can specify the conditions that need to be satisfied before the attempts to contact the recipient stop. For instance, you can specify not to re-contact if the recipient listens to a partial message. If this recipient has three phone numbers listed in their profile, and does not answer the first number but answers the second, the system does not call the last number. You can also specify the number of times to contact the recipient and the time between each contact attempt.

Currently, the WVPH ALERT system honors the user's defined method of communication order (phone, email, etc.) for contact. Upon award of the contract, the WVPH ALERT system can be enhanced to support the ability for administrators to specify specific phone types and order those types for message delivery, thereby overriding the recipient's preference.

4.1.9.4   Must allow the user's profile to contain delivery device preference order based on at least two self-defined timeframes; (Example: Call pager first on Monday – Friday, 8:00 A.M. – 5:00 P.M. and home phone first at all other times. Call mobile phone second at all times.)

Confirmed—WVPH ALERT supports the ability to customize device preference based on timeframes. End users have the ability to customize delivery methods based preference at any time. These can be configured for standard business hours (Monday through Friday), afterhours, weekends, etc.

4.1.9.5   Must be able to deliver notifications based on prioritization of individuals/roles (i.e. send to those in more authority first, then other users.)

Confirmed—CORES supports delivering notifications based on prioritization of authority. Administrators can choose to send a message to a higher authority by choosing system role, whereas the message is sent simultaneously to the user and the higher authority. Messaging is highly configurable within the CORES HAN system, as provided in years past.

The most efficient way to ensure certain individuals/roles receive a notification before others is to send the message to those prioritized higher first and then send the same message to all other recipients.

4.1.9.6   Must have the capacity to notify predefined groups and "on-the-fly" ad-hoc groups, not only by name, but by all fields (i.e. roles, agency worked for, geographic location, and political jurisdiction).

Confirmed—Currently, the WVPH ALERT system has a relatively flat organization structure with each county health department represented as an organization. There are only three organizations that have children organizations. Intermedix can work with the WVPH ALERT system administrators to identify changes if changes need to be made to this structure so additional agencies, locations and political jurisdictions can be added.

For example, if WVPH ALERT wanted to message according to the 17 districts of the West Virginia legislature, that organizational structure could easily be created in WVPH ALERT. For example, a new organization called **"Senate District – 01"** could be created that would contain Hancock, Brooke, Ohio and Marshall Counties.

4.1.9.7   Must have the capacity to notify 'subgroups' (i.e. group(s) within a group), as applicable.

Confirmed— The WVPH ALERT system has the ability to notify parent organizations and/or child organizations that serve as the subgroups in order to be notified separately. Other options for notifying sub-groups of recipients include groups and search result sets.

4.1.9.8   Must have the capacity to select individuals even if they are not in a group or subgroup, as applicable.

Confirmed—WVPH ALERT supports the notification of specific/single individuals, regardless of inclusion in a group.

4.1.9.9   Must have capability of allowing for multiple administrators, 350 at a minimum.

Confirmed—Intermedix has included provisions for a minimum of 350 administrators in the proposed platform.

4.1.9.10   System must allow for agency control over the number and type of call groups, when necessary.

Confirmed— The WVPH ALERT system provides for an unlimited number of organizations and groups to be created.

4.1.9.11   Must initiate a broadcast directly from another application through an Application Program Interface (API) protocol solution (supplied by the successful vendor) so that contact data can be maintained in another system and broadcasts can be initiated directly from another application. This process should be provided through a web-services API using a standards-based SOA (service oriented architecture). In addition to initiating the broadcast, the API should also handle cancellation and status of the notification.

Confirmed—WVPH ALERT supports the ability to broadcast alerts through an API. Among many available technologies, CORES HAN employs an SOA that can initiate broadcasts, and management of ongoing alerts (including cancellation and status reporting).

4.1.9.12   Must allow for the activation of alerts via the Internet or telephone; security must be in place to only permit a notification request from specific, predefined phone numbers and systems user identification accounts. Additionally, a log of notification requests from any source, successful or not, must be maintained in the system (not through manual logging) and made available as an automated report.

Confirmed—The WVPH ALERT can be configured with predefined "templates" for activation via phone to specific system user accounts. Authorized administrators can contact the Intermedix Support Center, available 24/7 by phone or email, to have a member of our support team initiate the alert or notification. These types of templates do not provide an option to change the text on-the-fly, though Intermedix would be willing to work with the WVPH ALERT to explore expanding this capability and support in the future.

Alternatively, WVPH ALERT administrators can use IMX Messages to create and send notifications when they are not sitting at their desk or home computers. IMX Messages incorporates the functionality of the WVPH ALERT module into a flexible, intuitive app available on the iOS and Android™ platforms. The app integrates directly with WVPH ALERT to provide administrators with convenient access to the message Inbox, templates, contacts, and delivery statistics from their mobile devices. IMX Messages documentation has been included in Appendix B.

4.1.9.13   System must provide immediate receipt confirmation for each notification. Results of the notification and confirmation must be available through live, on-line inquiry and through historical reports.

Confirmed—WVPH ALERT provides for receipt notification immediately upon delivery. All results are available through live and historical reports.

4.1.9.14 For emergency notification, notification recipients must have the capability of replying to the call or calling back into the system (not to a person) and reporting their availability for emergency response. The system must be able to record their responses, and include their availability in reports back to the sender. The service must be able to receive at least 25 inbound calls per minute. The service must have no set number of outbound calls or messages to receive per minute.

Confirmed—WVPH ALERT supports the ability for message recipients to reply to a call or call back into the system to report their availability for emergency response. All replies are collected and reported in real-time back to the sender.

WVPH ALERT supports the use of DTMF tones to collect data, not just confirmation, for both inbound and outbound calls as well as the ability for message recipients to respond via email, SMS/MMS, two-way pager, Blackberry PIN (optional), and by logging in to the CORES HAN system. When using telephony modalities, WVPH ALERT enables notification senders to collect responses from recipients through the use of touch-tone keys, voice recorded messages, and interactive message polling features. All responses are cataloged and available as part of the real-time reporting interface. WVPH ALERT also supports the bridging of notification recipients into call centers, conference call bridges, or to other phone numbers. Optional multi-level decision trees can be created whereby the answer to a question can kick off another question for the user to answer. WVPH ALERT can support well over 25 inbound calls per minute as required by the RFQ.

4.1.9.15 Must provide the capability to access reports via both the internet and fax. Reports must be available in real-time for emergency notification and within user-defined time periods for nonemergency notifications, allowing for ongoing status reports of those notified. Reports will include calling results and time of results, such as individual reached, message left, no-answer, number out-of-service, etc., and, for emergency notification, will include responder reported availability.

Confirmed—Reports can be accessed a variety of ways and are available in real- time. Detailed reports on call metrics and status are available as described in detail in the Executive Summary.

4.1.9.16 Must have capability for the sender to schedule notification to be sent at a later time and/or date.

Confirmed—WVPH ALERT supports the ability to schedule alerts for a later time and / or date.

4.1.9.17 Must allow for multiple layers of authorization/authority. Multiple authorized users must be able to send a non-emergency notification via e-mail or fax, but only those with approved authority can send emergency notifications.

Confirmed—The WVPH ALERT system distinguishes administrator roles between local, regional and state-wide, providing the proper authority for only designated users to send emergency notifications. Using organization permissions, the ability to send notifications can be defined even further.

4.1.9.18   Must be able to have multiple layers of administrator rights as to what access is given (i.e. view, change, add, and notify rights determined by the State office).

Confirmed—WVPH ALERT supports multiple layers of administrator rights, including view, change, add, notify, etc.

4.1.9.19   Must have the capability of producing reports identifying costs for use by notification event, individual sender, and/or organization.

Confirmed—Reports can be produced to identify costs of notification events, senders, and organizations. Intermedix can add billing code field to the WVPH ALERT system that would provide the capability to produce reports identifying costs for use by notification event, individual sender, and/or organization.

4.1.9.20   Must have the ability to send multiple notifications at the same time to the same or different recipients.

Confirmed—Senders are able to launch multiple simultaneous communications to the same and/or different recipients.

4.1.9.21   Must have the ability to provide login audit tracking.

Confirmed—Login audit tracking is available within WVPH ALERT.

4.1.9.22   Must have the ability to maintain privacy of all contact information through access control where only administrators with appropriate rights can view or update recipient and contact information.

Confirmed—CORES HAN, and therefore WVPH ALERT, tightly controls the privacy of all contact information within the system. Strong access controls are in place, where only fully qualified users or administrators can access and update user information.

4.1.9.23   Must have the ability to customize the telephone number display (caller identification (ID) for voice messages and the email addresses for text messages.

Confirmed—Our proposal includes the ability to customize caller ID number and email sender name/domain for messages. WVPH ALERT supports the ability to customize the telephone number display (caller ID number) for voice messages and the email address for text or email messages. Presently, WVPH ALERT uses the number (304-343-5999) for all outbound calls and asks their users to add this number to their contacts.

4.1.9.24   Must have the ability to override call-blocking.

Confirmed—Call blocking is provided within the WVPH ALERT system, as previously provided within the past several years.

4.1.9.25   Must have the ability to leave a message when a voice-delivered message reaches an answering machine or voicemail.

Confirmed—Support for message delivery preferences, including voicemail, allows message senders to specify to leave or not leave a message as shown below.

Do not recontact if:	
	☐ Recipient listens to entire message
	☐ Recipient listens to partial message
	☐ Answering Machine listens to entire message
	☐ Answering Machine listens to partial message

4.1.10   Support for the successful bidder's services must be available and provided (as needed) 24 hours-a-day, 7 days-a-week, 365 days-a-year, including holidays, (24/7/365) via telephone and the Internet.

Confirmed—Our proposal includes around-the-clock service, 24x7, via phone and email support.

4.1.11   Due to the emergency use of this system, routine maintenance, system upgrades or emergency repairs for system degradation or failure must be managed in as expeditious a process as possible. Routine maintenance and system upgrades must be done outside the hours of 6am – 6pm EST Monday through Friday (unless system maintenance can be completed in a phased approach without loss of system integrity). Agency must be notified in advance of routine maintenance and system upgrades. Emergency interventions must be initiated immediately (within one hour) upon discovery of a problem and every effort must be made to complete repairs, or provide appropriate temporary system-wide solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime. Problem resolution must be applied when the resolution/solution is found and not wait to be applied during a scheduled routine update.

Confirmed—Intermedix performs regularly scheduled software maintenance twice per month during pre-arranged maintenance windows usually 6am on Wednesday morning. Occasionally, Intermedix will briefly take the site offline for more comprehensive maintenance. All regular site maintenance is announced in advance and Intermedix staff is reachable during the maintenance window should any client need arise. Emergency interventions for system problems will be addressed upon discovery and every effort will be made to ensure rapid resolution to the issue.

Intermedix will continue to work with WVPH ALERT to ensure a scheduled maintenance window does not interfere with an event or emergency. For example, in July of 2013 when the Summit Bechtel Reserve in West Virginia hosted the **2013 National Scout Jamboree** held by the Boy Scouts of America for over 50,000 scouts and their families, Intermedix delayed a scheduled major release of the WVREDI system until September when the event was complete.

4.1.12   The successful vendor must provide three (3) levels of training.

4.1.12.1   Initial training: The successful vendor must provide on-site training on the use of the vendor's service/system for up to 350 administrators at a minimum. This training must be completed within one (1) month of contract award. Training facilities with computers will be provided by the State in or near Charleston, WV. Training materials will become the property of the State to copy at will for additional users.

Confirmed—We will continue to work with WV DHHR and provide any additional training that may be needed, but since we are the existing vendor for the WVPH ALERT system and if we are chosen as the new vendor, this requires no system modification, no effort, and no additional cost to WV DHHR to train all the administrators.

4.1.12.2   Update training: The successful bidder must provide training when updates or changes are made to the system, if those changes mandate new ways to operate the systems. This training can be provided via web training or CD (or other electronic media as approved by the Agency).

Confirmed—We will continue to work with WV DHHR and provide any additional training via web training or DVD for major upgrades or new ways to operate the system.

4.1.12.3   New User training. The successful bidder must provide a way for later added users to obtain Initial training, such as web training or CD (or other electronic media as approved by the Agency).

Confirmed—We will continue to work with WV DHHR and provide any additional training via web training or DVD for new users.

4.1.13   WVDHHR's Contribution To Contract:

4.1.11.1   The Center for Threat Preparedness will collaborate with the vendor and will serve as the point of contact. Additionally, they will contribute the following to the contract:

4.1.11.1.1 Will meet immediately with the vendor to develop project plan.

Confirmed—We will support immediately meeting with WV DHHR to develop the project plan.

4.1.11.1.2 Will provide vendor with contact person/address/phone number for each local health department and other agency that has call groups to be loaded into system (or built).

Confirmed—We will work with WV DHHR to ensure that all requisite contact information will be included in the system. As the existing vendor for the WVPH ALERT system, it is expected that nearly all of this information is already present, and simply needs cursory review for completeness.

4.1.11.1.3 Will meet quarterly with vendor to discuss project status, receive updates on technological or contract upgrades/revisions.

Confirmed—We will support meetings with WV DHHR at least quarterly to discuss project status and updates.

Deliverables, Scope of Work and Timeframe

4.1.14.1   **YEAR 1**

4.1.14.1.1 **Deliverable 1:** By the end of Week 1 of the first year of the contract: Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by in-person meeting, a telephone conference call, or "web ex" type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate implementation process. An in-person meeting must be conducted in Charleston, WV with CTP staff.

Confirmed—We will maintain WVPH ALERT in full ready state, including 24x7 monitoring, for the duration of the contract. We will deliver support for use during notifications, information exchange, and drills as well as regular system upgrades, and perform maintenance as required.

4.1.14.1.2 **Deliverable 2:** By end of the first month of the first year of the contract: Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health developed call groups as well as internal and overall message management capability. This also includes the provision of the vendor-supplied API Protocol, described under Section 4.1.9.11.

Confirmed—We will deliver technical assistance, as needed, to support WV DHHR and local staff. We confirm the average 15 hours per month estimate.

4.1.14.1.3 **Deliverable 3:** By end of the first month of the first year of the contract: Vendor will complete data transfer (call groups) from incumbent system –OR complete building and import of new State and LHD call groups into Notification System.

Confirmed—As the existing vendor for the WVPH ALERT system, data transfer would not be necessary which would require no modifications, no effort, and no cost.

4.1.14.1.4 **Deliverable 4:** By end of the first month of the first year of the contract: Vendor will develop initial user training curriculum/delivery mechanism and complete initial user training for State and LHDs as described above in this document in Section 4.1.12.

Confirmed—As the existing vendor for the WVPH ALERT system, initial user training would not be necessary which would require no modification, no effort, and no cost.

4.1.14.1.5 Deliverable 5: By end of the first month of the first year of the contract: Vendor will complete "dry run" performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

Confirmed—As the existing vendor for the WVPH ALERT system, a "dry run" performance testing would not be necessary which would require no modification, no effort, and no cost.

4.1.14.1.6 Deliverable 6: From the first day of the second month of the first year of the contract through the end of contract (first year): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Confirmed—As the existing vendor for the WVPH ALERT system, the system will remain in a "ready" state which would require no modification, no effort, and no cost.

4.1.14.1.7 Deliverable 7: From the first day of the second month of the first year of the contract through the end of contract (first year): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 15 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 15 hours, and may not charge for any hours in addition to the 15).

Confirmed—As the existing vendor for the WVPH Alert system, technical assistance will continue to be performed as needed for up to 15 hours of technical assistance.

4.1.14.2   Optional Renewal YEAR 2

4.1.14.2.1 Deliverable 1: By end of the third month of the second year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 "web ex" presentations or 1 reproducible DVD.

Confirmed—We will provide training via two (2) WebEx presentations or one (1) reproducible DVD.

4.1.14.2.2 Deliverable 2: By end of the third month of the second year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 "web ex" presentations or one reproducible DVD.

Confirmed—We will provide training via two (2) WebEx presentations or one (1) reproducible DVD.

4.1.14.2.3 **Deliverable 3:** Throughout contract period (Year two): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Confirmed—The system will be maintained in "ready" state.

4.1.14.2.4 **Deliverable 4:** Throughout contract period (Year 2): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 10 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 10 hours, and may not charge for any hours in addition to the 10).

Confirmed—We will provide up to 10 hours of technical assistance, as needed.

4.1.14.3 Optional Renewal YEAR 3

4.1.14.3.1 **Deliverable 1:** By end of the third month of the third year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 "web ex" presentations or 1 reproducible DVD.

Confirmed—We will provide two (2) WebEx presentations or one (1) reproducible DVD.

4.1.14.3.2 **Deliverable 2:** By end of the third month of the third year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 "web ex" presentations or one reproducible DVD.

Confirmed—We will provide two (2) WebEx presentations or one (1) reproducible DVD.

4.1.14.3.3 **Deliverable 3:** Throughout contract period (Year 3): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Confirmed—We will maintain the system in a "ready" state.

4.1.14.3.4 **Deliverable 4:** Throughout contract period (Year 3): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

Confirmed—We will provide up to five (5) hours of technical assistance as needed.

4.1.14.4   Optional Renewal YEAR 4

4.1.14.4.1 Deliverable 1: By end of the third month of the fourth year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 "web ex" presentations or 1 reproducible DVD.

Confirmed—We will provide two (2) WebEx presentations or one (1) reproducible DVD.

4.1.14.4.2 Deliverable 2: By end of the third month of the fourth year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 "web ex" presentations or one reproducible DVD.

Confirmed—We will provide two (2) WebEx presentations or one (1) reproducible DVD.

4.1.14.4.3 Deliverable 3: Throughout contract period (Year 4): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Confirmed—We will maintain the system in a "ready" state.

4.1.14.4.4 Deliverable 4: Throughout contract period (Year 4): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

.Confirmed—We will provide up to five (5) hours of technical assistance as needed.

4.1.14.5 Vendor should provide with its bid a copy of any hardware or software licensing and/or support terms and conditions to which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this Contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

A copy of our license agreement is included in Appendix A for your review.
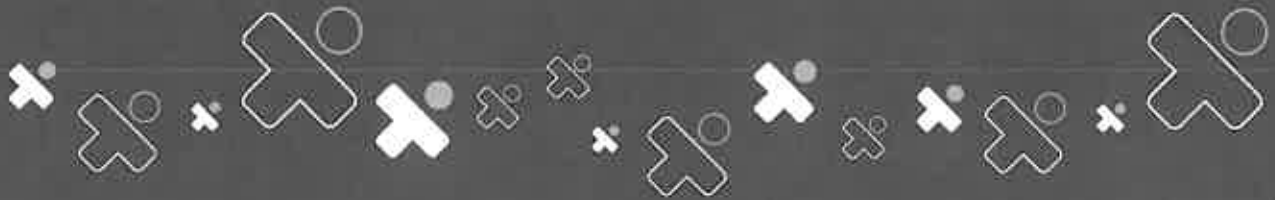
Contract Manager

CONTRACT MANAGER

Contract Manager:	Melanie Santiago, Contracting Manager
Telephone Number:	954-308-8746
Fax Number:	954.308.8725
Email:	Melanie.Santiago@intermedix.com

Required Forms
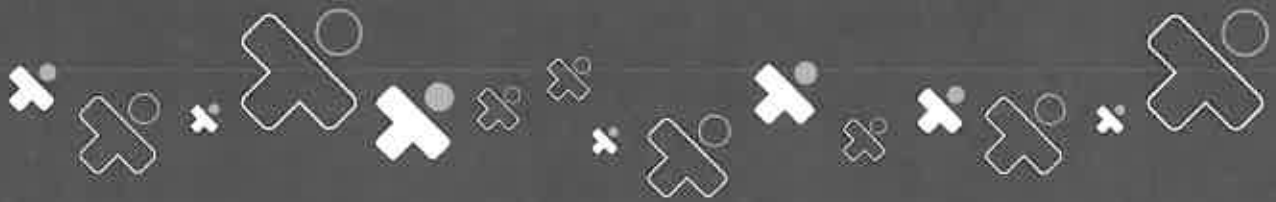
Proc Folder: 145928

Doc Description: Automated Emergency Notification System

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No		Version
2015-11-03	2015-11-25 13:30:00	CRFQ	0506 BPH1600000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON   WV   25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Collaborative Fusion, Inc., a subsidiary of Intermedix Corporation
6451 N. Federal Highway, Suite 1000; Fort Lauderdale, FL 33308
54-308-8700

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
(304) 558-0067
robert.p.kilpatrick@wv.gov

nature X _____   FEIN # 25-1865773   DATE November 23, 2015

All offers subject to all terms and conditions contained in this solicitation

Kenneth Cooke, Chief Operating Officer   Page : 1

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FORM ID : WV-PRC-CRFQ-001

The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, the WV Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP), to establish a contract for managing the service to provide automated ifications of public health and medical emergency callouts and other critical information to members of various emergency and health preparedness response teams and public health partners throughout the State, per the attached specifications.

TOTAL BID: $222,415.88

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Emergency Notification System - Year 1/Deliverable 1	1.00000	LS	$0.00	$0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 1/Deliverable 1: Specifications Item 4.1.14.1.1: By the end of Week 1 of the first year of the contract: Vendor will meet with CTP to set up implementation strategy. This portion of the deliverable can be accomplished by in-person meeting, a telephone conference call, or WebEx (or equal) type presentation. Vendor will then meet with Notification System Workgroup (State developed) to initiate implementation process. An in-person meeting must be conducted in Charleston, WV with CTP staff.

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Emergency Notification System - Year 1/Deliverable 2	1.00000	LS	$0.00	0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 1/Deliverable 2: Specifications Item 4.1.14.1.2: By end of the first month of the first year of the contract: Vendor will develop/implement State and Local Health components of Notification System. This will include development of capacity to push messages/information to State and Local Health-developed call groups as well as internal and overall message management capability. This also includes the provision of the vendor-supplied API Protocol, described under Section 4.1.9.11.

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INVOICE TO			SHIP TO		

INVOICE TO

PURCHASING DIRECTOR - 304-356-4095

HEALTH AND HUMAN RESOURCES

PH - THREAT PREPAREDNESS

505 CAPITOL ST, STE 200

CHARLESTON WV 25301

US

SHIP TO

PURCHASING DIRECTOR - 304-356-4095

HEALTH AND HUMAN RESOURCES

BPH - THREAT PREPAREDNESS

505 CAPITOL ST, STE 200

CHARLESTON WV 25301

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Emergency Notification System - Year 1/Deliverable 3	1.00000	LS	$0.00	$0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 1/Deliverable 3: Specifications Item 4.1.14.1.3: By end of the first month of the first year of the contract: Vendor will complete data transfer (call groups) from incumbent system -OR- complete building and import of new State and LHD call groups into Notification System.

INVOICE TO

PURCHASING DIRECTOR - 304-356-4095

HEALTH AND HUMAN RESOURCES

BPH - THREAT PREPAREDNESS

505 CAPITOL ST, STE 200

CHARLESTON WV 25301

S

SHIP TO

PURCHASING DIRECTOR - 304-356-4095

HEALTH AND HUMAN RESOURCES

BPH - THREAT PREPAREDNESS

505 CAPITOL ST, STE 200

CHARLESTON WV 25301

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Emergency Notification System - Year 1/Deliverable 4	1.00000	LS	$500.00	$500.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 1/Deliverable 4: Specifications Item 4.1.14.1.4: By end of the first month of the first year of the contract: Vendor will develop initial user training curriculum/delivery mechanism and complete initial user training for State and LHDs as described above in this document in Section 4.1.12.

INVOICE TO

PURCHASING DIRECTOR - 304-356-4095

HEALTH AND HUMAN RESOURCES

BPH - THREAT PREPAREDNESS

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SHIP TO

PURCHASING DIRECTOR - 304-356-4095

HEALTH AND HUMAN RESOURCES

BPH - THREAT PREPAREDNESS

505 CAPITOL ST, STE 200

CHARLESTON WV 25301

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Emergency Notification System - Year 1/Deliverable 5	1.00000	LS	$0.00	$0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

ar 1/Deliverable 5: Specifications Item 4.1.14.1.5: By end of the first month of the first year of the contract: Vendor will complete dry run performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Emergency Notification System - Year 1/Deliverable 6	11.00000	MO	$54,612.00	$54,612.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 1/Deliverable 6: Specifications Item 4.1.14.1.6: From the first day of the second month of the first year of the contract through the end of contract (first year): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Emergency Notification System - Year 1/Deliverable 7	11.00000	MO	$843.36	$843.36

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 1/Deliverable 7: Specifications Item 4.1.14.1.7: From the first day of the second month of the first year of the contract through the end of contract (first year): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 15 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 15 hours, and may not charge for any hours in addition to the 15).

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTOR - 304-356-4095	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
ꝰH - THREAT PREPAREDNESS		BPH - THREAT PREPAREDNESS	
505 CAPITOL ST, STE 200		505 CAPITOL ST, STE 200	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Emergency Notification System - Year 2/Deliverable 1	1.00000	LS	$250.00	$250.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 2/Deliverable 1: Specifications Item 4.1.14.2.1: By end of the third month of the second year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTOR - 304-356-4095	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - THREAT PREPAREDNESS		BPH - THREAT PREPAREDNESS	
505 CAPITOL ST, STE 200		505 CAPITOL ST, STE 200	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Emergency Notification System - Year 2/Deliverable 2	1.00000	LS	$250.00	$250.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 2/Deliverable 2: Specifications Item 4.1.14.2.2: By end of the third month of the second year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095		PURCHASING DIRECTOR - 304-356-4095	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BPH - THREAT PREPAREDNESS		BPH - THREAT PREPAREDNESS	
505 CAPITOL ST, STE 200		505 CAPITOL ST, STE 200	
CHARLESTON	WV25301	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Emergency Notification System - Year 2/Deliverable 3	11.00000	MO	$54,612.00	$54,612.00

Comm Code	Manufacturer	Specification	Model #
131802			

Extended Description :

Year 2/Deliverable 3: Specifications Item 4.1.14.2.3: Throughout contract period (Year two): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Emergency Notification System - Year 2/Deliverable 4	11.00000	MO	$562.20	$562.20

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 2/Deliverable 4: Specifications Item 4.1.14.2.4: Throughout contract period (Year 2): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 10 hours of technical assistance per month (vendor may provide more hours any month as part of this deliverable, but must provide at least 10 hours, and may not charge for any hours in addition to the 10).

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Emergency Notification System - Year 3/Deliverable 1	1.00000	LS	$250.00	$250.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 3/Deliverable 1: Specifications Item 4.1.14.3.1: By end of the third month of the third year of the contract: Vendor will develop user update training curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Emergency Notification System - Year 3/Deliverable 2	1.00000	LS	$250.00	$250.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 3/Deliverable 2: Specifications Item 4.1.14.3.2: By end of the third month of the third year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	Emergency Notification System - Year 3/Deliverable 3	11.00000	MO	$54,612.00	$54,612.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 3/Deliverable 3: Specifications Item 4.1.14.3.3: Throughout contract period (Year 3): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Emergency Notification System - Year 3/Deliverable 4	11.00000	MO	$281.16	$281.16

Comm Code	Manufacturer	Specification	Model #
131802			

Extended Description :

Year 3/Deliverable 4: Specifications Item 4.1.14.3.4: Throughout contract period (Year 3): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Emergency Notification System - Year 4/Deliverable 1	1.00000	LS	$250.00	$250.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 4/Deliverable 1: Specifications Item 4.1.14.4.1: By end of the third month of the fourth year of the contract: Vendor will develop user update ning curriculum/delivery mechanism for all users as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or 1 reproducible DVD.

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Emergency Notification System - Year 4/Deliverable 2	1.00000	LS	$250.00	$250.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 4/Deliverable 2: Specifications Item 4.1.14.4.2: By end of the third month of the fourth year of the contract: Vendor will complete new user training for State and LHDs as described above in this document in Section 4.1.12. Training to be provided via 2 WebEx (or equal) presentations or one reproducible DVD.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Emergency Notification System - Year 4/Deliverable 3	11.00000	MO	$54,612.00	$54,612.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 4/Deliverable 3: Specifications Item 4.1.14.4.3: Throughout contract period (Year 4): Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during notifications or information exchanges and drills and provide system upgrades and maintenance as required.

INVOICE TO	SHIP TO
PURCHASING DIRECTOR - 304-356-4095	PURCHASING DIRECTOR - 304-356-4095
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BPH - THREAT PREPAREDNESS	BPH - THREAT PREPAREDNESS
505 CAPITOL ST, STE 200	505 CAPITOL ST, STE 200
CHARLESTON WV25301	CHARLESTON WV 25301
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Emergency Notification System - Year 4/Deliverable 4	11.00000	MO	$281.16	$281.16

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description :

Year 4/Deliverable 4: Specifications Item 4.1.14.4.4: Throughout contract period (Year 4): Technical assistance will be performed as needed upon contact by State or Local staff at a minimum not to exceed quantity of 5 hours of technical assistance per month (vendor may provide more hours in any month as part of this deliverable, but must provide at least 5 hours, and may not charge for any hours in addition to the 5).

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due by 3:00pm EST	2015-11-12

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

☒ Addendum No. 1   ☐ Addendum No. 6

☐ Addendum No. 2   ☐ Addendum No. 7

☐ Addendum No. 3   ☐ Addendum No. 8

☐ Addendum No. 4   ☐ Addendum No. 9

☐ Addendum No. 5   ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Collaborative Fusion, Inc., a subsidiary of Intermedix Corporation
_____
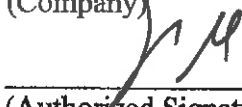Company

_____
Authorized Signature

November 23, 2015
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 10/27/2015

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Collaborative Fusion, Inc., a subsidiary of Intermedix Corporation
_____
(Company)

Michael Wallace, Chief Financial Officer
_____
(Authorized Signature) (Representative Name, Title)

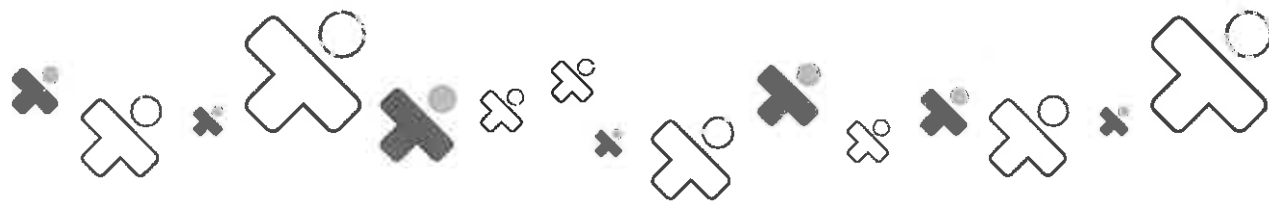P: 615-922-6800 F: 615-922-6820 November 23, 2015
_____
(Phone Number) (Fax Number) (Date)

Appendices

Appendix A: Licensing Agreement

Software License Agreement

SOFTWARE LICENSE, MAINTENANCE AND SERVICES AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2015 between _____ (the "ENTITY") with principal offices at _____ and Collaborative Fusion, Inc (hereafter referred to as " Intermedix"), with its principal office at 111 West Pleasant Street, Suite 202, Milwaukee, WI 53212.

Recitals

INTERMEDIX has developed, or has the rights to, software and documentation marketed collectively as the CORES™ Platform ("CORES") which provides a framework for the following systems and modules which are included under this contract:

1. CORES systems and modules which may be referenced in Exhibit C

The ENTITY wishes to license the CORES Platform and certain modules. CORES is designed for use over the Internet. INTERMEDIX has developed, or has the rights to software code, algorithms, processing routines, and proprietary systems, and methods for the management of information inside CORES and INTERMEDIX wishes to protect its intellectual property rights, including trade secret, copyright, and trademark protection, as well as any rights it may have under patent law.

This Agreement is intended to define the rights of the parties relating to the ownership and use of the Licensed Materials by the ENTITY.

In consideration of the mutual promises made herein, the parties agree as follows:

1. Definitions.

1.1 <u>Definitions</u>. Terms used in this agreement are defined in the Glossary, which can be found in Exhibit A, which is attached hereto and incorporated herein by reference.

2. Grant of License.

<u>Grant of License</u>. Subject to the terms and conditions of this Agreement, INTERMEDIX and its vendors, suppliers, partners, and third-party service providers (collectively "Providers") hereby grant to the ENTITY a non-exclusive, non-transferable license without right of sublicense, to utilize the Licensed Materials and services described in Exhibit C solely for the purposes described. This license transfers to the ENTITY neither title nor any proprietary or intellectual property rights to the Licensed Materials, Documentation, or any Trade Secrets, copyrights, patents, or trademarks, embodied therein or used in connection therewith, except for the rights expressly granted herein. The Providers retain all right, title, and interest in and to the original, and any copies, of the Licensed Materials and services described in Exhibit C. Without limiting the generality of the foregoing, ENTITY agrees not to, and shall not allow any third party to, (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming, or interoperability interfaces of the Licensed Materials or any portion thereof, (ii) sublicense, assign, transfer, rent, or sell

use of the Licensed Materials, (iii) remove any product identification, copyright, or other notices, (iv) develop any derivative work based upon the Licensed Materials, Documentation, or any Confidential Information, (v) provide, disclose, divulge or make available to, or permit use of the Licensed Materials by any third party without INTERMEDIX's prior written consent, or (vi) except as specified in the applicable user documentation, modify or incorporate the Licensed Materials into or with other software.

2.1 <u>Change in Scope of License</u>. The scope of this license may be changed by a supplemental written agreement between the ENTITY and INTERMEDIX. For example, additional software products may be included as Licensed Materials, or the Licensed Materials may be used for additional purposes beyond those described in 2.0 or 2.1, above.

2.2 <u>Necessity for Third-Party Technology</u>. The ENTITY acknowledges and agrees that, (a) in order to be executed, the Licensed Materials require certain third-party technology, described in Exhibit B hereof, (b) INTERMEDIX does not have the right to grant sublicenses to such third-party technology, and (c) prior to use of the Licensed Materials, the ENTITY will, if necessary, obtain the licenses from the vendors of such third-party technology.

3. The Services.

3.1 <u>Services</u>. INTERMEDIX will deliver the Licensed Materials as described in the mutually agreed upon Statement of Work ("SOW"). The SOW defines the services and work product to be provided by INTERMEDIX. Changes to the SOW, which may, from time to time, be agreed upon, shall reference this Agreement and shall be executed by the parties. INTERMEDIX shall provide the Licensed Materials as set forth in the most current SOW.

3.2 <u>INTERMEDIX Hosting Services</u>.

(a) INTERMEDIX and/or its Providers will supply all Hosting Equipment required for installation of the Licensed Materials on one or more network servers, to enable ENTITY concurrent secure access to the Licensed Materials via the Internet, and to allow the Licensed Materials to perform in accordance with the Service Level Requirements described below. INTERMEDIX and/or its Providers will maintain all Hosting Equipment and replace equipment as necessary to maintain compliance with the Service Level Requirements. INTERMEDIX and/or its Providers have no responsibility for the Internet itself.

(b) INTERMEDIX will be responsible for configuration of the Hosting Equipment and installation of the Licensed Materials on the Hosting Equipment, establishment and maintenance of Internet communications interfaces to allow Administrators access to Licensed Materials, network maintenance, and network security for the Hosting Equipment. INTERMEDIX will also provide Maintenance and Support for User data, assignment, modification, and termination of access rights, and passwords to Administrators and Users as directed by the ENTITY.

3.3 <u>Service Level Requirements.</u>

(a) The Licensed Materials will be available to ENTITY, on a 24 x 7 basis, except for routine or required maintenance, sufficient for ENTITY to exercise its rights to the Licensed Material hereunder.

(b) INTERMEDIX and/or its Providers will not be responsible for failures to meet these Service Level Requirements that are due to the following events: (i) any latency or downtime due to acts or omissions by the ENTITY, Administrators, or Users, (ii) acts or omissions of unauthorized third parties and/or third parties over which INTERMEDIX has no control; (iii) Internet latency, failures, or outages; (iv) problems associated with the computer hardware and software systems used by the ENTITY or its Administrators.

3.4   Data Entry. Users using the Licensed Materials shall be solely responsible for all data entry, error correction, and the accuracy of the data related to themselves while using the Licensed Materials. Notwithstanding the foregoing and only if authorized by ENTITY, INTERMEDIX shall use its best efforts to verify, on a routine basis through external databases (as defined in Exhibit C), the accuracy of credential information inputted into the Licensed Materials by the Users.

3.5   Integrity of Data.

(a) INTERMEDIX shall be solely responsible for the data storage of all User data after input into the Licensed Materials.

(b) ENTITY agrees to maintain all security regarding its user IDs, passwords, and connectivity. Should security of any of these items be compromised, ENTITY is obligated to immediately contact INTERMEDIX to have such user IDs or passwords changed to prevent malicious use of the Licensed Materials. Further, if any of these items are compromised and used for malicious purposes, ENTITY is responsible for all content and fees, including notification charges for messages sent using the compromised account information.

3.6   Ownership of Data. Information entered by Users into the Licensed Materials and kept by INTERMEDIX (collectively "User Data") will remain the property of the ENTITY. The User Data is owned and controlled by the ENTITY. INTERMEDIX may not use, repackage or otherwise derive gain in any way from the use of any of the User Data. INTERMEDIX shall have the right to access the User Data and compile summary, test, and development information and perform internal testing, so long as it maintains the confidentiality thereof. If authorized by the ENTITY, INTERMEDIX shall have the right to access the User Data for the purpose of verifying through external databases, the accuracy of credential information data, so long as it maintains the confidentiality thereof.

3.7   Delivery of Data.

(a) Upon termination of this Agreement, the ENTITY may request an export of the User Data by INTERMEDIX. The costs associated with exporting the User Data will paid by the ENTITY at INTERMEDIX's then current rates for data extraction services. No agency or entity shall receive data relating to any other agency or entity held by INTERMEDIX.

(b) The schema relating to the storage and organization of the User Data is owned and controlled by INTERMEDIX. The ENTITY agrees and acknowledges that the ENTITY has no right to the schema relating to the storage and organization of the User Data. The ENTITY further agrees and acknowledges that the ENTITY has no right to receive the User Data in a format organized or stored according to the schema.

3.8   Independent Contractor. The relationship of INTERMEDIX and ENTITY is that of independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the ENTITY and INTERMEDIX, nor shall anything in this Agreement be deemed to constitute

INTERMEDIX or the ENTITY the agent of the other. Neither INTERMEDIX nor the ENTITY shall be or become liable or bound by any representation, act or omission whatsoever of the other.

3.9   Notification.

(a)   ENTITY is responsible for all notifications transmitted through the Licensed Materials. ENTITY acknowledges that all content, data, text, messages and other material contained in a voice, text, e-mail, Short Message Service ("SMS"), or other telephonic or electronic Notification ("Content") is the sole responsibility of the ENTITY. ENTITY is solely responsible for the integrity and quality of the Content. ENTITY will not send any notifications unless (i) (a) the recipient of the message is an employee of ENTITY sending the message (b) is using a device owned or paid for by the ENTITY sending the message (c) using a personal device and the User has given the ENTITY permission to communicate with them via the device or (d) ENTITY has obtained "opt-in" consent from the User. (ii) applicable to sending SMS only, INTERMEDIX provides Users with a mechanism for opting out of receiving messages, including information on how to "opt-out" through the Licensed Materials. Users can opt-out of receiving messages from the ENTITY by sending a message to the ENTITY Administrator with "unsubscribe" in the text or removing themselves from the Licensed Materials. (iii) ENTITY represents and warrants that it will send notifications in accordance with this Agreement. (iv) ENTITY has determined that the phone numbers to be called exclude emergency numbers and other numbers that may not be called using an automated system under applicable law. (v) By way of example, and not as limitation, ENTITY agrees to (a) comply with all federal, state and local laws, including but not limited to, the Fair Debt Collection Practices Act, Federal Trade Commission or any other federal or state regulatory authority, (vi) and that ENTITY will not: (a) violate any regulation of the U.S. Securities and Exchange Commission or any stock exchange, infringe one another's rights in intellectual property, is invasive of another's right to privacy, or violate any privacy laws, privacy policies of ENTITY or any other third parties or do anything that would justify a complaint to the Federal Communications Commission; (b) engage or facilitate any illegal, unethical, deceptive or misleading practices in connection with the use of the Licensed Materials, including but not limited to, creating a false identity or forged email, phone or message header or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (c) use the Licensed Materials in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); (d) provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Licensed Materials which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, or illegal activities; transmit any material that contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment; or (e) violate any law, statute, ordinance or regulation, (including without limitation the laws and regulations governing export control). (vii) ENTITY is allowed to send SMS in text format only. No binary SMS messaging is allowed.

(b) The ENTITY acknowledges that all Content, data, text, messages and other material contained in a voice or text Notification sent by the ENTITY through the Licensed Materials are the sole responsibility of the ENTITY. Under no circumstances will CFI or any of its Providers be responsible for any loss, damage, or liability arising out of the Content of any notification, including any mistakes contained in the Content or the use or transmission of the Content.

3.10   Background Services.

(a) The ENTITY warrants and certifies that it will request, receive, disseminate and otherwise use the background screening services including, but not limited to, criminal record history, motor vehicle records, employment verification, education verification, and social security number verification (collectively "Background Services") in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including but not limited to, the Fair Credit Reporting Act ("FCRA") and its state equivalents, the Driver's Privacy Protection Act 18 U.S.C. §2721 et seq., ("DPPA") and its state equivalents, the Gramm-Leach-Bliley Act ("GLB") and its state equivalents, and including any changes, supplements or amendments to such statutes, rules, codes and regulations as well as any case law interpreting such statutes, rules, codes and regulations (collectively referred to herein as "The Laws"). The ENTITY accepts the responsibility of understanding and for staying current with all applicable laws, specific state forms, certificates of use or other documents or agreements including any changes, supplements or amendments thereto imposed by the states (collectively referred to as "Specific State Forms") from which it will order Background Services or materials. The ENTITY hereby certifies that it has filed or will file prior to use all applicable Specific State Forms required by individual states and that if it receives Background Services or materials from a State requiring a state form, it will execute a copy of the appropriate State agreements and return same to CFI.

(b) The ENTITY warrants and certifies that it is a permissible purpose under the FCRA for which the Background Services were furnished; it has established, will implement and comply with reasonable procedures designed to ensure that the information supplied by CFI and CFI's partners is only distributed to an end-user with a permissible purpose including exercising reasonable efforts to verify the identity of that user; obtain a certification from the end-user of the purposes for which the report will be used, and a certification that the report will not be used for any other purpose.

(c) ALL BACKGROUND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY WARRANTIES OR REPRESENTATIONS OF ACCURACY OR COMPLETENESS. NEITHER CFI OR ITS THIRD PARTY SUPPLIERS OR PROVIDERS MAKE REPRESENTATIONS, COVENANTS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO THE SERVICES OR MATERIALS DELIVERED OR THE MEDIUM OF DELIVERY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IN

RESPECT OF ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. NEITHER CFI NOR ITS THIRD PARTY SUPPLIERS / PROVIDERS SHALL HAVE ANY LIABILITY FOR CONCLUSIONS REACHED FROM USE OF THE SERVICES OR MATERIALS. CFI and its third party suppliers / providers shall not be liable to the ENTITY, the user, or to anyone else for any loss or damage of any kind, including without limitation, special, indirect, incidental or consequential damages, with respect to the Background Services or materials delivered or the medium of distribution, regardless of whether such liability is based in tort, contract or otherwise from the use of the Background Services.

(d) Neither CFI nor its third party suppliers / providers shall be liable to the ENTITY for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) errors in or omissions from the Background Services or materials available or not included therein, (b) the unavailability or interruption of the Background Services or materials, (c) use of the Background Services or materials (regardless of whether the ENTITY received any assistance from CFI or any supplier / provider in using the Background Services or materials), (d) the content of the Background Services, (e) use of the Background Services or authorized printouts by an authorized individual, user or organization, authorized user or other third parties.

(e) Beginning on the effective date of this Agreement, CFI shall maintain and shall cause the ENTITY to maintain all records related to each request made to for Background Services for a (3) year period (and such period as prescribed by law) from the date each request was made. The information retained and reports pursuant to this Section shall include, but not be limited to, the: request date, requested individual, requestor, and permissible purpose for each report and any other information sufficient to verify that the request and use of the report complies with the terms of this Agreement and the FCRA.

4. Maintenance and Support Services.

During the term of this Agreement, and for so long as the ENTITY is current in the payment of all Maintenance Fees, the ENTITY will be entitled to Maintenance and Support as specified in this Section 4 and Exhibits C and D.

4.1   Maintenance and Support Services. Maintenance and Support will be provided only with respect to versions of the Licensed Materials defined in the SOW (as modified from time to time) and only with the ENTITY's prior approval of the costs associated therewith. As part of Maintenance and Support, INTERMEDIX will provide, during INTERMEDIX's standard hours of service, telephone assistance with respect to the Licensed Materials, including (a) clarification of functions and features of the Licensed Materials; (b) clarification of the Documentation; (c) guidance in the operation of the Licensed Materials; (d) error verification, analysis and correction to the extent possible by telephone; and (e) routine modifications and enhancements to existing functionality on an "as requested" basis which does not require substantial revision of existing code or the addition of new functionality and/or new modules. The standard hours of service agreed to between INTERMEDIX and the ENTITY are Monday through Friday, 9 a.m. to 5 p.m. (Eastern Time), except for federal holidays as observed by INTERMEDIX and weekends beginning at 5:01 p.m. Friday (Eastern Time) and ending 8:59 a.m. Monday (Eastern Time). All Maintenance and Support will be billed monthly at the rates outlined in Exhibit D.

4.2   Priority Support Services. With the ENTITY's prior approval of the terms and conditions, including the costs associated therewith, INTERMEDIX may provide ENTITY access to INTERMEDIX's after-hours call center which allows INTERMEDIX staff to be reached 24 hours per day, 7 days per week, 365 days per year.

4.3   On-site Assistance. With the ENTITY's prior approval of the terms and conditions, including the costs associated therewith, INTERMEDIX may provide Maintenance and Support at the ENTITY's site.

4.4   Causes which are Not Attributable to INTERMEDIX. Maintenance and Support will not include services requested as a result of, or with respect to causes, which are not attributable to INTERMEDIX. Causes which are not attributable to INTERMEDIX include but are not limited to (to the extent not due to INTERMEDIX):

   (a) accident caused by ENTITY; unusual physical, electrical, or electromagnetic stress; neglect; misuse; hardware problem with ENTITY'S local Internet Service Provider that causes the connection to the Internet to be unavailable; software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

   (b) improper use by the ENTITY or use of the Licensed Materials that significantly deviates from any operating procedures established by INTERMEDIX in the applicable Documentation; and

   (c) modification, alteration, or addition or attempted modification, alteration, or addition of the Licensed Materials undertaken by persons other than INTERMEDIX or INTERMEDIX's authorized representatives.

4.5   Defect Classification. The priority for resolution of an error or defect in the Licensed Materials or its use by the ENTITY shall follow INTERMEDIX's current resolution process in place at the time that the error or defect occurs. The ENTITY may contact its INTERMEDIX Client Team Leader at any time for more information regarding INTERMEDIX's then current resolution process.

4.6   Defect Fixes. The solution resolution process for addressing reported defects shall follow INTERMEDIX's current resolution process in place at the time that the defect is reported. The ENTITY may contact its INTERMEDIX's Client Team Leader at any time for more information regarding INTERMEDIX's then current resolution process.

4.7   Problems not Classified as Defects. If, in INTERMEDIX's sole discretion, it is determined that a problem reported by the ENTITY is not due to a defect in the Licensed Materials, INTERMEDIX will so notify the ENTITY. At that time, the ENTITY may, at its option, instruct INTERMEDIX to proceed with problem determination at the possible expense of the ENTITY. If the ENTITY so elects and INTERMEDIX determines that the reported problem was not due to a defect in the Licensed Materials or a defect in any modification to the Licensed Materials, the ENTITY shall pay INTERMEDIX a fee based upon its then-current labor rates for all work performed in connection with such a determination, plus reasonable expenses incurred in connection therewith. If the reported problem was due to a defect in the Licensed Materials or a defect in any modification to the Licensed Materials, the ENTITY will not be responsible to pay any additional fee, but INTERMEDIX shall be responsible for fixing the problem at no cost to the ENTITY. If the ENTITY disagrees with INTERMEDIX's determination that a problem reported by the ENTITY is not due to a defect in the Licensed Materials, the dispute between the parties shall be resolved in accordance with Section 11.10 of the Agreement.

4.8   Responsibilities of the ENTITY. INTERMEDIX's provision of Maintenance and Support to the ENTITY is subject to the ENTITY documenting and promptly reporting all errors or malfunctions of the Licensed Materials to INTERMEDIX. The ENTITY shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from INTERMEDIX. The ENTITY shall properly train its Users in the use and application of the Licensed Materials and the equipment on which it is used.

5.   Fees and Taxes

5.1   Payment of Fees. The ENTITY agrees to pay INTERMEDIX the fees described in the schedule of fees set forth on Exhibit D hereof and also any outlined in the SOW.

5.2   Taxes. The fees specified in this Agreement are exclusive of any Federal, State, or local excise, sales, and use taxes and assessments relating to goods and services provided hereunder. The ENTITY shall promptly pay any such applicable taxes (including penalties, if any) and assessments upon request of INTERMEDIX. The ENTITY shall have no responsibility for taxes based on the income of INTERMEDIX.

6.   Ownership of Intellectual Property

6.1   Software. The Licensed Materials are protected by both United States copyright law and international copyright treaty provisions. As between INTERMEDIX and the ENTITY, INTERMEDIX and its Providers retain sole and exclusive ownership of all right, title and interest in and to the Licensed Materials and all intellectual property rights. In addition, INTERMEDIX shall own all rights in any copy, translation, modification, adaptation or derivative work of the Licensed Materials. All rights not expressly granted hereunder are reserved by INTERMEDIX.

6.2   Ownership of Materials Related to the Services. The parties agree that drawings, documents, designs, models, patents, inventions, copyrightable material, and other tangible and intangible materials authored or prepared, in whole or in part, by INTERMEDIX in the course of providing the Licensed Materials, including without limitation, computer programs, computer systems, any item outlined in the SOW, and documentation (collectively, the "Works"), shall not be considered works made for hire for the ENTITY and, therefore, as between INTERMEDIX and the ENTITY, INTERMEDIX shall be deemed the author thereof and the Works shall be the sole and exclusive property of INTERMEDIX. Subject to the provisions of this Agreement, INTERMEDIX shall have the right to license such Works to third parties in its sole discretion. INTERMEDIX hereby grants the ENTITY a license to such works with the same rights, obligations and limitations as the license granted in Section 2.

6.3   Source Code Escrow. The ENTITY may, at its own expense, have INTERMEDIX ("Depositor") place the Source Code for the Licensed Materials with a third-party escrow agent, in accordance with mutually agreed upon terms and conditions. As used herein, the term "Source Code" means a master copy of the source code for the Licensed Materials, as well as any enhancements and corrections. If Source Code Escrow is purchased, INTERMEDIX shall also deposit, at ENTITY's expense, with the escrow agent all related documentation and all instructions and other materials necessary to permit a skilled third-party programmer or analyst to maintain and enhance the Licensed Materials.

7.   Warranties and Disclaimers

7.1   Limited Warranty. During the term of this Agreement, INTERMEDIX and its Providers warrant only to ENTITY that the Licensed Materials will be accessible through the Internet and that ENTITY's use of the Licensed Materials will not be materially limited. ENTITY'S SOLE AND EXCLUSIVE REMEDY AND INTERMEDIX'S SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE THE REFUND OF THE PORTION OF THE FEES PAYABLE HEREUNDER ATTRIBUTABLE TO ANY TIME ENTITY'S USE OF THE LICENSED MATERIALS IS MATERIALLY LIMITED. INTERMEDIX AND ITS PROVIDERS DO NOT WARRANT THAT THE LICENSED MATERIALS, SERVERS, AND/OR TELEPHONY INFRASTRUCTURE WILL MEET ENTITY'S REQUIREMENTS, WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET ANY PARTICULAR CRITERIA OR PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. Because the foregoing Limited Warranty relates to the availability of the Licensed Materials, which may be used on a daily basis, no action for breach of such Limited Warranty may be commenced unless a claim in writing relating thereto is made by ENTITY within 30 days after the alleged breach.

7.2   Disclaimer. EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, INTERMEDIX AND ITS PROVIDERS MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ESPECIALLY RELATING TO THIRD PARTY INTEGRATIONS DATA ACCURACY. ENTITY ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED MATERIALS OR THE SERVICES TO BE PROVIDED BY INTERMEDIX AND ITS PROVIDERS, AND THAT ENTITY HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT HEREIN. FURTHER, ENTITY ACKNOWLEDGES AND AGREES THAT THE INTERNET IS NOT ESTABLISHED OR MAINTAINED BY INTERMEDIX, THAT INTERMEDIX HAS NO CONTROL OVER THE INTERNET, AND THAT INTERMEDIX IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE LICENSED MATERIALS OR THE PROVISION OF THE SERVICES.

7.3   Limitation of Liability. INDEPENDENT OF THE FOREGOING PROVISIONS, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL INTERMEDIX OR ITS PROVIDERS BE LIABLE TO ENTITY OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL OR REPUTATION, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL OR PERSONAL DAMAGES, EVEN IF INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INTERMEDIX'S LIABILITY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE AMOUNT PAID TO INTERMEDIX FOR THE ONE YEAR PERIOD PRECEDING THE CLAIM FOR DAMAGES.

7.4   Limitation of Warranties. ENTITY agrees that INTERMEDIX has made no agreements, representations or warranties other than those expressly set forth in this agreement.

8. Release and Indemnity

8.1   Release from Liability. Entity agrees to indemnify, defend, hold harmless, and release and forever discharge INTERMEDIX (and its Providers, directors, officers, managers, employees, affiliates, successors, members, auditors, advisors, shareholders, and assigns) from and against all losses, damages (including incidental and consequential damages), expenses (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement), suits, actions, claims, penalties, liabilities, demands, causes of action, or obligations, related to, caused by, arising from or on account of the activities of ENTITY or any other person, including but not limited to any claims asserted against INTERMEDIX relating in any way to the provision of services or products, the performance of INTERMEDIX's obligations, the services or products provided by INTERMEDIX (except to the extent that such claims arise out of or result solely from the gross negligence or willful misconduct of INTERMEDIX, its employees or agents), or the failure of ENTITY to comply with any covenant, provision, or agreement of ENTITY contained herein. The obligation of ENTITY to indemnify INTERMEDIX shall also include, without limitation, claims relating to any modification to the Licensed Materials by anyone other than a INTERMEDIX employee

8.2   Release from Liability. ENTITY ACKNOWLEDGES THAT PERSONS OTHER THAN INTERMEDIX MAY INTERFERE WITH THE PROPER FUNCTIONING OF THE LICENSED MATERIALS, I.E. "HACK" THE SOFTWARE, AND THAT IT MAY BE DIFFICULT TO DETERMINE PRECISELY WHO TOOK SUCH ACTIONS OR WHEN THEY WERE TAKEN. ENTITY IS RESPONSIBLE FOR MONITORING THE LICENSED MATERIALS ON A REGULAR BASIS TO BE CERTAIN THAT IT DOES NOT CONTAIN INAPPROPRIATE MATERIAL AND IS FUNCTIONING PROPERLY. IN THE EVENT ENTITY DISCOVERS ANY MATERIAL THAT SHOULD BE REMOVED FROM THE LICENSED MATERIALS, IT WILL DO SO PROMPTLY OR, IF IT CANNOT DO SO, WILL NOTIFY INTERMEDIX IMMEDIATELY.

9. Confidential Information

9.1   Confidential Information; Trade Secrets. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy. Assuming the criteria in (i) and (ii) above are met, "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, inventions, finances, actual or potential suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Confidential Information" means, collectively, the Confidential Information and Trade Secrets. Confidential Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools,

methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

9.2   Obligations. The ENTITY and INTERMEDIX will each use the same care to prevent disclosing to third parties Confidential Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Without limiting the foregoing, no party will publicly disclose terms of this Agreement without the prior written consent of the other party. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Confidential Information; (ii) acquire any right in or assert any lien against the other party's Confidential Information; or (iii) refuse to promptly return, provide a copy of, or destroy the other party's Confidential Information upon request of the other party.

9.3   Exclusions. Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to Confidential Information of the disclosing party. Further, either party may disclose the other party's Confidential Information to the extent required by law or by order of a court or governmental agency. However, the recipient (receiving party) of such Confidential Information must give the disclosing party prompt notice of the request or obligation to disclose such Confidential Information pursuant to law or by order of a court or governmental agency to enable the disclosing party to seek to obtain, if it chooses, a protective order or to otherwise take steps to protect the confidentiality of such Confidential Information, at such disclosing party's cost and expense.

9.4   Period of Limitation. The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Confidential Information disclosed to the receiving party, including Confidential Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, (a) with respect to Trade Secrets, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law and (b) with respect to Confidential Information until such Confidential Information no longer qualifies as such under applicable law.

9.5   Remedies. Great loss and immediate and irreparable injury would be suffered by a party if the other party should breach or violate any of the covenants and agreements in this section. The parties agree that such covenants and agreements are reasonably necessary to protect and preserve their interests, and, that in addition to all of the remedies provided at law or in equity, each party shall be entitled to a temporary restraining order and a permanent injunction to prevent a breach of any of such covenants or agreements.

10.   Term and Termination

10.1   Term. This Agreement will take effect on the Effective Date and will remain in force for an initial period of one (1) year (the "Initial Term") and will renew thereafter for successive periods of one (1) year (each such one (1) year period, a "Renewal Term") until terminated in accordance with Sections 10.2 or

10.3 or, without cause, by INTERMEDIX providing ninety (90) days or the ENTITY providing ninety (90) days advance written notice prior to the end of the Initial Term or a Renewal Term.

10.2 Termination by INTERMEDIX for Cause. INTERMEDIX may, by written notice to the ENTITY, terminate this Agreement if any of the following events ("Termination Events") occur, provided that no such termination will entitle the ENTITY to a refund of any portion of the License Fee or Maintenance Fee:

(a) The ENTITY is in material breach of any material non-monetary term, condition or provision of this Agreement, which breach is not cured within forty-five (45) days after INTERMEDIX gives the ENTITY written notice of such breach.

(b) The ENTITY (i) terminates or suspends its business activities, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, (iii) files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or (iv) if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving the ENTITY.

(c) The ENTITY is in material breach of any monetary term which is not cured within ten (10) business days of receipt of notice of such breach.

10.3 Termination by the ENTITY for Cause. The ENTITY may, by written notice to INTERMEDIX, terminate this Agreement if any of the following Termination Events occur:

(a) INTERMEDIX is in material breach of any critical (material) non-monetary term, condition or provision of this Agreement, which breach is not cured within forty-five (45) days after the ENTITY gives INTERMEDIX written notice of such breach.

(b) INTERMEDIX is in material breach of any non-critical but material non-monetary term, condition or provision of this Agreement, which breach is not cured within sixty (60) days after ENTITY gives INTERMEDIX written notice of such breach.

(c) INTERMEDIX (i) terminates or suspends its business activities, (ii) becomes insolvent, admits in writing it inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, (iii) files a voluntary petition in bankruptcy or seeks or consents to any reorganization or similar relief under any present or future bankruptcy act or similar law, or (iv) if a third party commences any bankruptcy, insolvency, reorganization or similar proceeding involving INTERMEDIX.

(d) INTERMEDIX is in material breach of any monetary term which is not cured within twenty (20) business days of receipt of notice of such breach.

10.4 Obligations upon Termination.

(a) Within thirty (30) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, the ENTITY shall return, or certify as destroyed, any Licensed Materials that the ENTITY may have in its possession, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. The ENTITY shall furnish INTERMEDIX with a certificate signed by an authorizing individual of the ENTITY verifying that the same has been done.

(b) If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Articles 6, 7, 8, and 9 will survive termination of this Agreement.

11.   GENERAL PROVISIONS

11.1   Notices. All notices given or made in connection with this Agreement will be in writing, Delivery of written notices will be effective: (i) on the second business day after the date of mailing, if delivered by registered or certified mail, postage prepaid; (ii) upon delivery to an authorizing individual of the recipient, if sent by hand delivery, (iii) upon delivery, if sent by prepaid courier, with a record of receipt, (iv) on the next day after the date of dispatch, if sent by facsimile or telecopy (with a copy simultaneously sent by registered or certified mail, postage prepaid, return receipt requested). All deliveries will be made to the addresses set forth below. Any party may change the address to which notices to it (or copies of such notices) will be addressed by giving notice of that change to the other party in accordance with this Section, or by email provided confirmation is received from the recipient that the email was received.

To INTERMEDIX		To the ENTITY
Name:	Meredith Clark	Name:
Title:	Contracts Manager	Title:
Address:	135 South 84th Street, Suite 150	Address:
	Milwaukee, WI 53214	
Telephone:	414-721-9713	Telephone:
Fax:	414-721-9613	Fax:
E-mail: Meredith.Clark@interemdix.com		E-mail:

11.2   Force Majeure. Neither party shall be liable for any failure or delay in the performance of its obligations due to fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Notwithstanding the foregoing, in the event that such condition prevents or delays performance of any party for a period in excess of thirty (30) days, the other party shall have the right to immediately terminate this Agreement upon written notice. If there is a force majeure, both parties duties are suspended. The ENTITY shall not be liable to pay fees allocable to time periods the ENTITY cannot use the Licensed Materials due to a force majeure.

11.3   Entire Understanding; Amendments; Waivers. This Agreement constitutes the entire understanding of the parties and between INTERMEDIX and the ENTITY with respect to its subject matter and supersedes all prior or contemporaneous written and oral agreements with respect to its subject matter. The ENTITY expressly agrees to all terms and conditions in this Agreement that are additional to or different from those stated in all prior or contemporaneous written agreements. Except as provided expressly herein, this Agreement shall not be modified, amended, or in any way altered except in writing

executed by both of the parties. No waiver of any provision hereunder will be effective unless in writing and signed by the party waiving compliance. No waiver of, breach of, or default under any provision of this Agreement will be deemed a waiver of any other provision, or of any subsequent breach or default of the same provision of this Agreement.

11.4   Governing Law and Jurisdiction. This Agreement shall be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. The exclusive jurisdiction and venue is limited to any Federal or State court sitting in the Commonwealth of Pennsylvania.

11.5   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. Without limiting the generality of the preceding sentence, if any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement, including the limitation of liability and exclusion of damages shall remain in full force and effect. If portions of this Agreement are terminated, the remainder of the Agreement will remain in full force and effect.

11.6   Survival. All provisions of this Agreement that pertain to protection of Intellectual Property rights, non-disclosure of Confidential Information, maintenance of the security of data, Indemnification, and responsibility for payment of fees incurred prior to termination, shall survive termination of this Agreement. Additionally, all provisions that by their nature should survive termination or expiration, shall survive termination or expiration of this Agreement.

11.7   Headings. Section headings used herein are provided for convenience of reference only and shall not constitute a part of this Agreement.

11.8   Publicity. The ENTITY consents to publication of its name by INTERMEDIX as a user of the Licensed Materials.

11.9   Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

11.10   Assignment. Neither party may assign its rights under this Agreement, except to an Affiliate, or the purchaser of substantially all of its assets. "Affiliate" shall mean any individual, corporation, partnership, association, or business that directly or indirectly controls or is controlled by, or is under common control with INTERMEDIX or the ENTITY. Any assignment made pursuant to this section shall not relieve the assignor of its liability under this Agreement, as if such assignment had not been made.

11.11   Dispute Resolution.

(a)   The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement or dispute.

(b)   If the parties are unable to arrive at a mutually satisfactory solution through good faith business discussions or mediation, the parties agree to submit their dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be conducted before a single arbitrator in a location mutually agreed upon by the parties, or in Pittsburgh, PA, if they are unable to agree to a location.

(c)   The costs and expenses of the arbitrator shall be shared equally by the parties. Each party will be responsible for the costs and expenses of its advisors, employees, experts and witnesses, if any.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

SOFTWARE LICENSE, MAINTENANCE, AND SERVICES AGREEMENT

THE UNDERSIGNED PERSONS REPRESENT AND WARRANT THAT WE ARE LEGALLY FREE TO ENTER THIS AGREEMENT AND THAT OUR EXECUTION HEREOF HAS BEEN DULY AUTHORIZED, AND THAT UPON BOTH OF OUR SIGNATURES BELOW THIS SHALL BE A BINDING AGREEMENT BETWEEN INTERMEDIX CORP, AND THE ENTITY, TO THE FOREGOING TERMS AND CONDITIONS, AND THE TERMS OF THE ATTACHED EXHIBITS.

COLLABORATIVE FUSION, INC   **[ENTITY]**

By:_____   By:_____

Title:_____   Title:_____

Date:_____   Date:_____

EXHIBIT A - Glossary

For purposes of this Agreement, the following definitions shall apply:

"Administrators" mean all permanent or temporary employees of the ENTITY and all contractors or third-party service providers retained by the ENTITY to whom the ENTITY has assigned passwords to enable them to gain access to and use the Licensed Materials.

"CORES Platform" means the computer software programs developed, licensed to, and/or marketed by INTERMEDIX to the ENTITY, in machine executable object code form and the Documentation, together with updates and upgrades thereto. This includes Custom Software developed as part of the INTERMEDIX system at the request of the ENTITY.

"Custom Software" means software developed by INTERMEDIX (which includes modifications of the Licensed Materials) to add functionality and to meet the needs of the ENTITY.

"Documentation" means the user manuals, operator instructions, on-line manuals and help systems and other materials, and any revisions, updates or modifications thereto, in printed form or in electronic form published by INTERMEDIX.

"Effective Date" means the execution date of this Agreement.

"Hosting Equipment" means the computer hardware, communications equipment, data lines, redundant power supplies, back-up systems, physical security devices, operating system software, and other third party software applications required for installation of the Licensed Materials, such as to enable Authorized Users to access the Licensed Materials, and to ensure that the system performs in a satisfactory manner. The Hosting Equipment may include one or more computer servers and be located at one or more locations.

"Intellectual Property" means any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing: copyrights (including derivative works, as defined by the United States Copyright Act, thereof), trademarks, trade names, Trade Secrets, mask work rights, know-how, patents and any other intellectual and industrial property and proprietary rights, of every kind and nature throughout the universe and however designated, and including all registrations, applications, renewals and extensions thereof, under applicable law as it may currently exist or as it may in the future exist.

"Licensed Materials" means the all items described in the document(s) identified in Exhibit C and all interfaces, in object code form, and related Documentation, together with updates, upgrades, and Custom Software provided to the ENTITY under this Agreement.

"Maintenance and Support" means the services described in Section 4.

"Person" means any natural person, corporation, general partnership, limited partnership, limited liability company, limited liability partnership, proprietorship, trust, governmental authority, association or other entity, enterprise, authority or business organization.

"Services" means the services set forth in Articles 3 and 4 and in Exhibit C.

"Service Level Requirements" are the requirements described in Section 3.3.

"Source Code" means a series of instructions or statements in an English-like high level computer language such as but not limited to PHP, FORTRAN, C, or PASCAL, or in a relatively low-level language such as the assembly language for a particular processor. Source Code is normally readable by humans trained in the particular computer language in question. It is transformed by compiler into machine readable Object Code (or Executable Code) for actual use on a computer.

"Software Services" means the services set forth in the document(s) identified in Exhibit C.

"Statement of Work" means a document(s) setting forth in detail the services and software functionality to be performed and delivered by INTERMEDIX under this Agreement. The Statement of Work may be amended by the mutual agreement of the parties from time to time in accordance with this Agreement.

"Use" means utilization of the Licensed Materials pursuant to the terms and conditions set forth herein.

"User" means any Person who accesses the Licensed Materials.

·EXHIBIT B

3RD PARTY FUNCTIONALITY USED TO SUPPORT LICENSED MATERIALS

Minimum Requirements:

- o Connection to the Internet
- o Ability to read Comma-Separated Values (CSV) Files
- o Browser Requirements
  - o Vendor Supported
  - o JavaScript Enabled
  - o Cookies Enabled
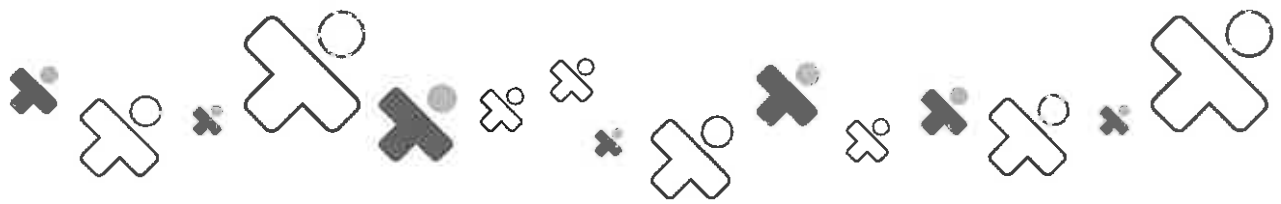 - o 128-bit SSL Enabled
  - o Pop-up Blocker Disabled

Recommended Browsers:

- o Microsoft Internet Explorer, version 8.0 or later
- o Mozilla Firefox, version 17 or later

## EXHIBIT C

COST SUMMARY CHART

Appendix B:
IMX Messaging
Overview

IMX Messages

OVERVIEW

IMX Messages incorporates the functionality of the CORES Messaging module into a flexible, intuitive app available on the iOS and Android™ platforms. The app integrates directly with the CORES web-based system to provide CORES users with convenient access to the message Inbox, templates, contacts, and delivery statistics from their mobile devices. IMX Messages is an essential tool for those who spend most of their time in the field and rely on a mobile device to maintain communication with their teams.

IMX Messages   CORES Web System

CORES Servers

Email   Fax

Phone   Pager
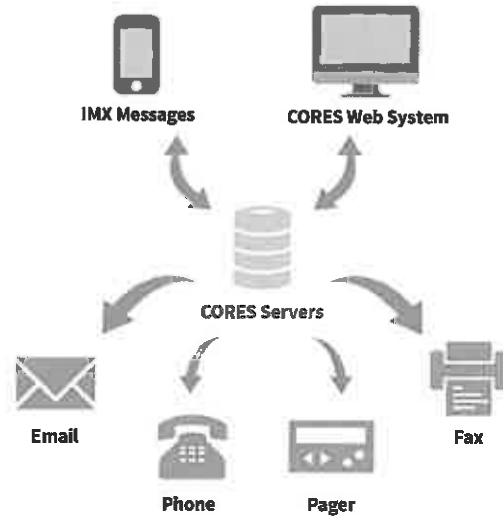
APPLICATION SECURITY

IMX Messages uses the same advanced security settings as the Web system. A secure connection between the app and your system reduces the possibility of unauthorized access and ensures that sensitive information stays confidential at all times. If the device is left unattended for more than 15 minutes, IMX Messages automatically signs you out and requires a password to resume work with the app. These and other settings help you protect critical information whether your device is using cellular service or a wireless network.

SUPPORTED DEVICES

IMX Messages works on the following devices:

- Apple iPhone®, iOS 5 or later
- Apple iPod touch®, iOS 5 or later
- Apple iPad®, iOS 5 and 7
- Android™ 2.1 or later

USER ACCOUNTS

IMX Messages supports two types of accounts: users and administrators. Integration with the CORES platform ensures that you have the same role as in the Web system and your permissions are appropriate for your role. After your administrator provides you with a URL, you can log in to the app with your CORES username and password.

Role-based access helps you make sure that each user sees only the features necessary for their job. Users without administrator permissions can use the IMX Messages app for basic tasks such as sending and receiving messages. Administrators also have message templates, contacts, and response options available to them.

MESSAGING CAPABILITIES

Whether you need to send a time-sensitive emergency alert or a reoccurring reminder to your responders, IMX Messages lets you tailor message format and content to the specific communication situation. For one-time, unplanned alerts, such as notifications about a change in duty assignment, the app allows you to start with a blank message and customize its text and options. You can add any of the users, groups of users, or organizations to the recipient list and specify whether the message should be delivered as an email, voice alert, or fax.

To accommodate for recurring notifications that are an essential part of the everyday communication, IMX Messages allows you to take advantage of the templates from your CORES system. Templates contain such information as recipients, message text, attachments, delivery methods, and response options. You can choose to apply all of these settings to the message or change the ones that might not be relevant. Using templates enables you to craft your communications more quickly while verifying that no important detail is overlooked.
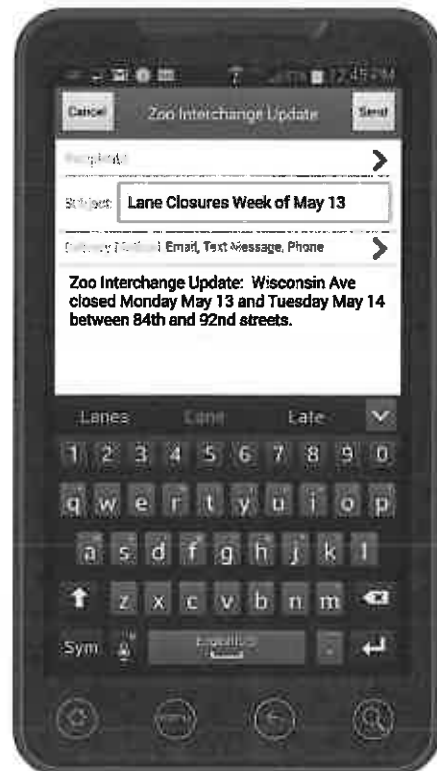
DELIVERY OPTIONS

IMX Messages sends notifications in the following formats:

- Internal CORES Message
- Email Message
- Phone or Voice Message
- Pager Message
- Fax Message
- Text Message

A copy of a notification is always sent as an internal message to the recipients' Inbox in the CORES system.

RESPONSE MANAGEMENT

Just like the CORES system, IMX Messages offers an ability to request responses from your recipients and collect their feedback. This feature is useful for message receipt confirmations or inquiries about the responders' availability for deployments. The response options are included in the message so that recipients can easily submit their response regardless of the device they are using. The system makes sending responses back to the administrator as simple as selecting a button in the email or pressing a key on the phone keypad.
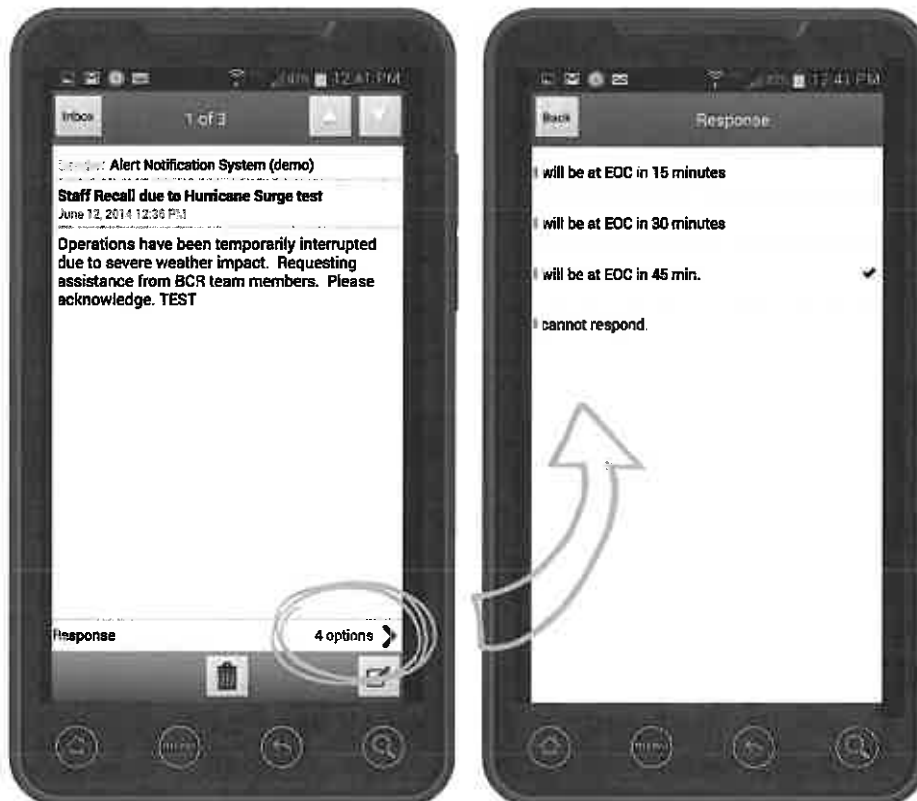
CORES collects all of the responses and makes them available for your review in the IMX Messages app. Sent notifications include a *Delivery Results* section that lists each response option and the total number of recipients who selected the option. Tapping an arrow next to the response option shows additional information about the recipients, such as their names and contact details.

The *Delivery Results* screen also displays statistics on the delivery methods that were selected for the message. Within each method, you can see the number of messages that were delivered, received a response, received no response, and failed to reach the recipient. This information and additional details are also available in your Web system for after-action review and event reporting.

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Collaborative Fusion, Inc., a subsidiary of Intermedix Corporation

Authorized Signature: _____ Date: November 23, 2015

State of Florida

County of Broward , to-wit:

Taken, subscribed, and sworn to before me this 23 day of November , 20 15.

My Commission expires May 12 , 20 17.

AFFIX SEAL HERE

NOTARY PUBLIC Cindy R. Gardner

Purchasing Affidavit (Revised 08/01/2015)

CINDY R. GARDNER
Notary Public - State of Florida
My Comm. Expires May 12, 2017
Commission # EE 876346
Bonded Through National Notary Assn.