



West Virginia Purchasing Division

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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 181614

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0506

Vendor ID: VS0000009021

SO Doc ID: BPH1600000005

Legal Name: ECN Intermediate Holding Company, Inc.

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Solicitation Description: ADDENDUM_1: EMERGENCY NOTIFICATION SYSTEM

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 181614

Solicitation Description : ADDENDUM_1: EMERGENCY NOTIFICATION SYSTEM

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2016-04-06 13:30:00	SR 0506 ESR03241600000004448	1

VENDOR

VS0000009021

ECN Intermediate Holding Company, Inc.

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Emergency Notification System - Year 1/Deliverable 1	1.00000	LS	\$0.000000	\$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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Emergency Notification System - Year 1/Deliverable 2	1.00000	LS	\$0.000000	\$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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Emergency Notification System - Year 1/Deliverable 3	1.00000	LS	\$0.000000	\$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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Emergency Notification System - Year 1/Deliverable 4	1.00000	LS	\$5,000.000000	\$5,000.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Emergency Notification System - Year 1/Deliverable 5	1.00000	LS	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

Extended Description : Year 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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Emergency Notification System - Year 1/Deliverable 6	11.00000	MO	\$3,745.000000	\$41,195.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Emergency Notification System - Year 1/Deliverable 7	11.00000	MO	\$0.000000	\$0.00

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).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Emergency Notification System - Year 2/Deliverable 1	1.00000	LS	\$0.000000	\$0.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Emergency Notification System - Year 2/Deliverable 2	1.00000	LS	\$0.000000	\$0.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Emergency Notification System - Year 2/Deliverable 3	12.00000	MO	\$3,745.000000	\$44,940.00

Comm Code	Manufacturer	Specification	Model #
93131802			

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Emergency Notification System - Year 2/Deliverable 4	12.00000	MO	\$0.000000	\$0.00

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 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).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Emergency Notification System - Year 3/Deliverable 1	1.00000	LS	\$0.000000	\$0.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Emergency Notification System - Year 3/Deliverable 2	1.00000	LS	\$0.000000	\$0.00

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	Ln Total Or Contract Amount
14	Emergency Notification System - Year 3/Deliverable 3	12.00000	MO	\$3,745.000000	\$44,940.00

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	Ln Total Or Contract Amount
15	Emergency Notification System - Year 3/Deliverable 4	12.00000	MO	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

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).

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	Emergency Notification System - Year 4/Deliverable 1	1.00000	LS	\$0.000000	\$0.00

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 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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Emergency Notification System - Year 4/Deliverable 2	1.00000	LS	\$0.000000	\$0.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Emergency Notification System - Year 4/Deliverable 3	12.00000	MO	\$3,745.000000	\$44,940.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Emergency Notification System - Year 4/Deliverable 4	12.00000	MO	\$0.000000	\$0.00

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).



Emergency
Communications
Network®

THE INDUSTRY LEADER IN CRITICAL COMMUNICATIONS.



Response to:
Emergency Notification System
RFP#: CRFQ 0506 BPH1600000005

CHRIS CORNELISON
ACCOUNT REPRESENTATIVE

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 **SmartNotice®**

Easy. Reliable. Affordable.



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Mark Atkins, Senior Buyer
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

April 6, 2016

RE: CRFQ 0506 BPH 1600000005

Mr. Atkins,

On behalf of Emergency Communications Network (ECN), I sincerely appreciate the opportunity to present this comprehensive proposal to the West Virginia (WV) Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP) for: CRFQ 0506 BPH 1600000005 – Emergency Notification System. Based on our thorough review of the project requirements, ECN is confident that our SmartNotice solution is a perfect fit for the needs of the CTP.

We understand that, given the critical nature of this project, officials at the Center require not only a fully functional system, but also an experienced vendor capable establishing a strong partnership with your organization. To that end, we welcome the opportunity to apply our expertise in helping the Center truly maximize its operations.

We look forward to your evaluation. If you require any additional information or clarification concerning this Proposal, please don't hesitate to let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Cornelison", is written over a white background.

Chris Cornelison | Director of Sales

Emergency Communications Network

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Introduction



For more than 17 years, Emergency Communications Network (ECN) has maintained a dedicated focus on high-speed mass notifications for state and local governments, municipalities, law enforcement agencies, utility companies, hospitals, state departments, and other public and private service entities. The notification solutions provided by ECN have been the backbone of our clients' emergency response plans and have played a vital role in major emergency situations including Winter Storm Jonas, Winter Storm Juno, the Boston Marathon bombing, and the Sandy Hook Elementary School shooting.

We have also significantly expanded our in-house staff to support ongoing research and development for enhancing our solution through new, innovative technologies. For example, ECN continues to focus on the next era of geo-specific notification in a multi-modal approach, making it possible for our clients to link their critical notifications to staff, residents, and visitors in new ways.

Connecting Staff with Critical Communications

ECN developed the easy to use, reliable and affordable **SmartNotice** mass notification system to reach staff, stakeholders and customers with their emergency or routine operations message.

The SmartNotice Difference

- Easy to use Software as a Service (SaaS)-based technology
- Reliable message delivery
- Automated weather alerts
- Triple redundant infrastructure
- Mobile launcher for Android, iOS and Windows devices
- Authorized Telecommunications Service Priority service vendor
- Affordable for every budget and ½ the price of other systems
- 24/7/365 live client support

"The Department...uses the SmartNotice notification system. We did demo other solutions but found this solution to be the easiest for the end users. This system has been a great system to use just for the ease and constant availability of the representatives at the Emergency Communications Network"

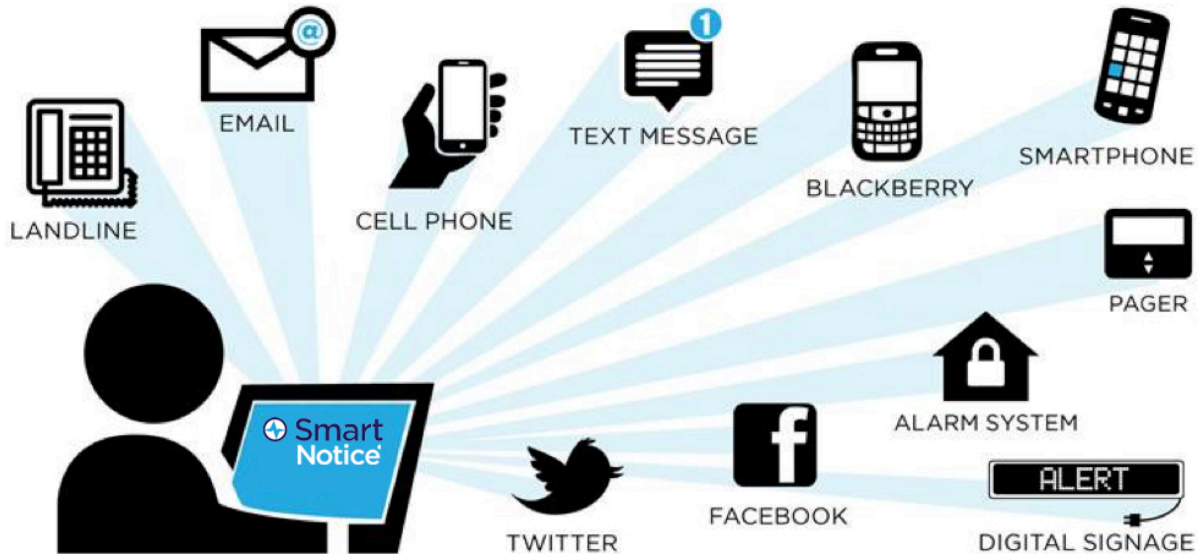
Kristin Bendele
Arkansas Dept. of Health

Integrated Message Delivery

The system provides an integrated approach with multiple delivery methods including office lines, cell phones, emails, text messages, RSS and desktop notifications. Plus, the exclusive ECN Launcher mobile application gives authorized users the power to launch alerts directly via their smartphones and tablets so that messages can be initiated outside of the office or while in the field.

Fully Hosted Mass Notification System

The SmartNotice system will not use any of the Department’s resources to deliver notifications including phone lines and email servers. The system is run on ECN’s triple redundant infrastructure with dialing facilities on each of the main power grids throughout the U.S., maintaining the highest availability to deliver your messages around the clock.



Severe Weather Alerting

Keep your staff and customers safe with automated severe weather warnings. Without staff intervention, SmartNotice instantly notifies subscribed personnel of severe thunderstorm, tornado and flash flood warnings, within seconds of the National Weather Service issuing an alert.

Using an advanced polygon methodology, only those staff members in the direct path of the storm are notified, reducing unnecessary business interruptions and delays. Keep WV DHHR staff and customers safe by providing them advanced warning of potentially dangerous weather.

“The OKC-County Health Department was looking for a mass notification system that would benefit multiple programs within our agency. We needed an alert system to use for employees during inclement weather or disaster situations. But we also needed a system that could help us reach our clients and promote our different programs and events. The SmartNotice system has been a great tool, allowing us to reach 1,000 of our clients in just minutes, instead of what used to take hours. We have been very happy with how easy the system is to use, and it’s versatility to meet our needs.”

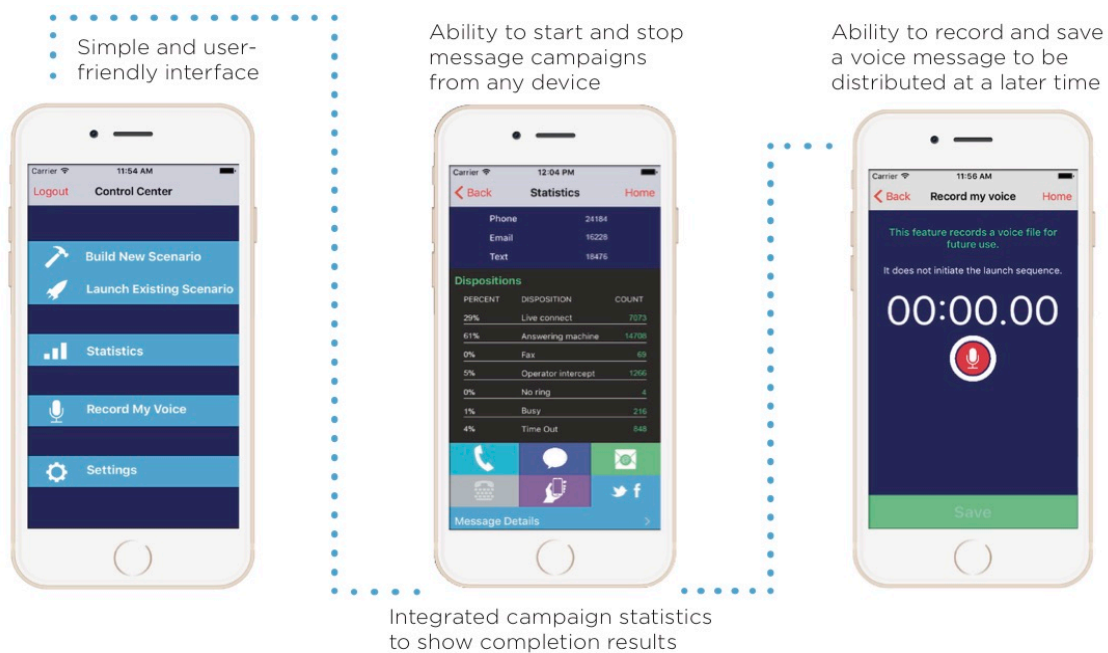
Earl Mason
OKC-County Health Dept.

Mobile Launching Capabilities

As the world becomes increasingly mobile, ECN has developed tools to meet the specific needs of our clients. To this end, the SmartNotice solution also includes mobile launching capabilities.

Leveraging the power of our Mobile Launcher app, will allow the Department to send notifications from a mobile device too.

The app, which is can be used on any Android, iOS or Windows device, allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad-hoc notifications via all modes of dissemination. The app also provides users with the view of detailed statistics to analyze each notification.



The ECN Launcher app will empower WV DHHR to launch notifications immediately from the field.

Simple Data Integration

The SmartNotice system easily integrates with available HR databases and other sources where your contact information is stored to provide seamless data loading and maintenance. ECN provides an easy to use data importer and exporter, a secure FTP for easy data uploads, and an optional open API for data integration. ECN employs full time database experts to ensure your contact lists are up-to-date, void of duplicate entries, and contains working telephone numbers. Data management is our worry, not yours.

Trusted Leader in Mass Notification

ECN has been the nation's most trusted provider of mass notification systems since 1998, with the industry knowledge, experience and staff needed to ensure your organization's success with this technology. ECN notification solutions have been battle tested and relied upon during some of the nation's most recognizable events over the past decade.



SmartNotice® is an easy to use, reliable, and affordable critical communication solution to reach staff and stakeholders with time-sensitive communications and routine operational messages. This service has been optimized to meet the specific needs of the healthcare industry, allowing a better way to communicate via landlines, cell phones, email, text messages, RSS, and desktop notifications.

ENHANCED STAFF COMMUNICATIONS

SmartNotice is an essential resource for the healthcare industry helping to streamline manual processes to improve efficiencies. With SmartNotice, management can **notify staff to fill or cancel shifts, contact on-call staff**, conduct call outs for absences, and send other general shift-related messages. Agencies or departments can provide staff with **annual and recurring certification or training reminders** to ensure facilities and personnel remain compliant. During crisis, SmartNotice allows you to quickly and easily alert staff and emergency personnel of potential or arising situations such as **regional severe weather warnings, active shooter scenarios**, hostile or volatile patients or visitors, **evacuation protocol**, alternative clinic activations, and more.

Customizable features to meet healthcare needs:

- **Segmented Groups & lists** - Easily manage groups of staff by department, title, section, shift, role, and other categories.
- **Bulletin Board** - Users of this feature receive a unique toll-free 800 number that serves as an employee hotline. This allows administrators to share recorded operational updates, inclement weather warnings, facility closures, and other information.
- **ECN Launcher** - This mobile application allows authorized users to create and disseminate messages directly from a smartphone or tablet device from any location.



3. 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 must be included with the bid.

ECN has been providing high-speed mass notifications for state and local governments, municipalities, law enforcement agencies, utility companies, hospitals, state departments, and other public and private service entities **for over 17 years.**

We have included (on the following page) our State of Florida Business License from 2011 as verification that we have been in business performing Emergency Communications for minimum of (3) years.

State of Florida Department of State

I certify from the records of this office that EMERGENCY COMMUNICATIONS NETWORK, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on October 19, 2011.

The document number of this limited liability company is M11000005232.

I further certify that said limited liability company has paid all fees due this office through December 31, 2015, that its most recent annual report was filed on January 6, 2015, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of
September, 2015*



Ken Deitman
Secretary of State

Tracking Number: CU9784304964

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

4. 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.*

ECN complies with the requirements in 4.1.1. The SmartNotice system provides an integrated approach with multiple delivery methods including office lines, cell phones, emails, text messages, RSS and desktop notifications. Plus, the exclusive ECN Launcher mobile application gives authorized users the power to launch alerts directly via their smartphones and tablets so that messages can be initiated outside of the office or while in the field.

The SmartNotice system easily integrates with available HR databases and other sources where WV DHHR contact information is stored to provide seamless data loading and maintenance. ECN provides an easy to use data importer and exporter, a secure FTP for easy data uploads, and an optional open API for data integration. ECN employs full time database experts to ensure your contact lists are up-to-date, void of duplicate entries, and contains working telephone numbers.

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 CDC Partner Communication and Alerting (PCA) Guide. The PCA Guide can be found at: <http://cdc.gov/phin/resources/guides.html>*

ECN has reviewed the PHIN requirements and the PCA guide and acknowledges the requirements set forth in 4.1.2.

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.

ECN complies with requirement 4.1.3. To provide 24/7/365 availability, the SmartNotice solution is maintained in three (3) geographically dispersed data centers across the US. Each site is fully redundant of the other two, allowing for a primary and two back-up facilities. Routine and non-routine maintenance is only performed at one of the back-up facilities at any time, which allows for the continual availability of a primary and back-up facility to our clients. Because of this triple-redundant architecture, all maintenance is performed as ECN deems necessary to maintain the service level agreements without impact to system availability or notice to our clients.

ECN will work closely with the participating entities to ensure the system achieves maximum throughput for their respective jurisdictions through our performance testing procedures. If desired, each individual agency will also have the ability to throttle back their system speed.

Through sophisticated performance testing, ECN partners with our clients to optimize the SmartNotice system resources that should be allocated to the agency's account. This assessment results in a greater number of connected calls, far less network congestion, and fewer busy signals when notifications are sent.

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. The current estimated number of names/contact information is sixty (60) organizations and fourteen thousand six-hundred (14,600) users. These numbers will fluctuate depending on many variables, including scope and acuity of the incident, length of time the incidents plays out and other factors. Vendor will provide the agencies needs whether it be less or greater than the current estimates.

ECN complies with the requirement on 4.1.4. In order to tailor messages as needed by the Center, as well as to relieve inbound calling pressure, the SmartNotice solution utilizes ECN's patented Universal ANI® technology. Message recipients may then dial inbound to the toll-free number displayed on their caller ID to hear the last message attempted or delivered to their specific phone number. The Center may also use customizable caller ID for a given notification.

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 thirty (30) calendar days of contract award effective start date. 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 thirty (30) calendar days of contract award effective start date. This would include personal interaction with staff from each of the agencies and any technical assistance needed.

ECN will work with the current vendor to provide a seamless integration of the SmartNotice system. In addition, the SmartNotice system easily integrates with available HR databases and other sources where WV DHHR contact information is stored to provide seamless data loading and maintenance. ECN provides an easy to use data importer and exporter, a secure FTP for easy data uploads, and an optional open API for data integration. ECN specialists will work with the WV DHHR to build extensive call groups and contact information, all within 30 days of contract award effective start date.

4.1.6 *The successful bidder shall ensure the new system is fully operational within thirty (30) calendar days of contract award effective start date.*

ECN's approach to Project Management reflects 17 years of experience serving thousands of clients across North America. Our streamlined process is designed to facilitate a smooth and proper transition for each our clients.

Because the SmartNotice system is Web-based, implementation is simple. In fact, we have several clients who, due to emergency situations, successfully utilized the system on the same day as their contract signing. Most SmartNotice implementations, however, take fewer than 30 days.

The DHHR will simply sign the contract, provide any data it wishes to integrate, identify internal users who will receive access permissions, and dedicate 1-2 hours for initial training.

4.1.7 *The successful bidder shall cooperate with the agency and any subsequent vendor should the contract, which is the subject of this RFQ, 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.*

ECN complies with the requirement as stated in Item 4.1.7. Any data provided by a client community can be returned to the client upon termination. ECN makes no claim to ownership of this data and will keep all data secure.

We offer multiple legal and contract options for data ownership and retrieval. Further, the WV DHHR will have the option to retain ownership of contact data collected through the internal staffing contact portal, Contact Group Enrollment (CGE). The form on this portal can be logo branded and specifically customized to include any voluntary notification selection categories that are desired by the County.

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).

ECN complies with the requirements as stated in 4.1.8. SmartNotice is a web based Software as a Solution and utilizes SSL security for notification components. The solution can also be accessed through a dedicated dial in IVR to initiate notifications or telephone access through our 24x7x365 client support service center. Notification results are accessible through secure credentials and can be viewed, exported or shared as needed or authorized.

4.1.9 Each of the following service functionalities are mandatory requirements of the successful bidder:

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.)

ECN complies with the requirements as stated in 4.1.9.1. The SmartNotice solution is a high speed notification system which enables authorized users to send targeted messages to internal staff, employees, and stakeholders via landline, cell phone, text, email, RSS feed, and more – all from a single user interface within a single launch process. The Department can facilitate the assignment of passcodes with rules enabling a user to perform all, some or one of SmartNotice's functions, with access to only certain groups within SmartNotice, based on DHHR preferences.

4.1.9.2 Must be capable of delivering customized messages, both 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.

With the SmartNotice solution, users have the ability to send customized notifications if needed. Additionally, the SmartNotice solution supports voice notifications using recorded spoken languages along with enhanced text-to-speech options for multiple languages in order to meet the diverse needs of our clients.

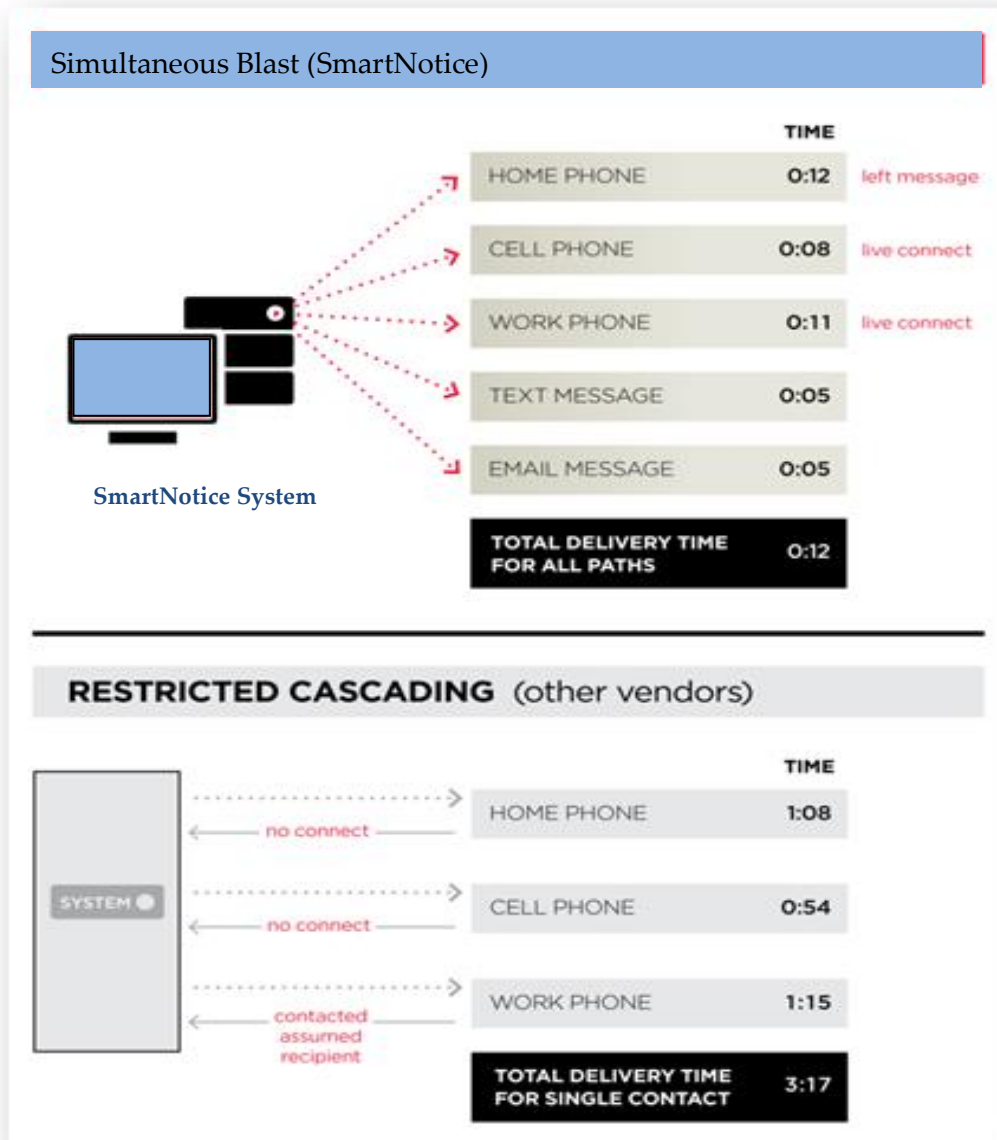
A secondary language option can be added to a notification which will allow recipients to select their preferred language via a key press.

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.

ECN has built our infrastructure to **allow messages to be sent to all contact options at one time**. In order to maximize the speed of each notification, all contacts are alerted simultaneously for each type of launch. In our 17 years of experience in the mass notification industry, ECN has found that creating an infrastructure robust enough to handle simultaneous launch to all devices ensures our clients' emergency messages reach their intended audience as quickly as possible. For agencies nationwide, the expectation is that all devices are notified simultaneously to optimize efficiency and effectiveness. Because of the very real ramifications of this type of scenario, including the safety of your citizens, ECN has elected to leverage our massive capacity in order to get messages delivered by all means possible, as quickly as possible.

Furthermore, ECN allows administrators to create Scenarios of notifications that are regularly activated. This allows administrators to quickly launch notifications with pre-selected target populations, messages, and response parameters immediately upon entering the system. Scenarios can also be updated and saved as situations and needs change within the SmartNotice platform. Administrators can also request responses from notification recipients in order to obtain real-time information directly from the target Audience.

The following graphic illustrates the advantages to ECN's simultaneous delivery vs. "call cascading".



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. EST and home phone first at all other times. Call mobile phone second at all times.)

SmartNotice allows selectable timeframes for specific individuals to be notified through the On-Call application. This allows administrators to pre-

set specific time frames for recipients to receive notifications based upon schedule and availability. Selectable delivery methods can be set to include home, work, and other options. Type of device can also be set within the application in order to notify a specific device type (i.e. phone, text, e-mail).

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.)

ECN complies with the requirement as stated in 4.1.9.5. Authorized users can build an unlimited number of call groups and sub-groups within their SmartNotice system based on prioritization of roles. Launching to a contact group is easy. Users simply select the preferred group(s) and launch the notification.

Additionally, users have the ability to target specific sub-groups using “tags.” For example the Center could tag the Bureau for Public Health as contact group and then tag “Epidemiology” to target specific criteria.

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).

ECN complies with the requirement as stated in Item 4.1.9.6. The Department can easily group contacts as desired, allowing for query-based notifications, targeting messages by defined criteria or qualifications. Further, to ensure the DHHR can easily manage its data as desired, the system includes a powerful “tagging” feature.

Through the use of tags, which can be added on-the-fly or imported with existing records, the Department can quickly designate any number of groups and subgroups for precise notifications and advanced reporting.

4.1.9.7 Must have the capacity to notify ‘subgroups’ (i.e. group(s) within a group.)

ECN complies with the requirements as stated in Item 4.1.9.7. The SmartNotice solution has more than enough capacity to notify subgroups as defined by the Department. To ensure the DHHR can easily manage its data as desired, the system includes a powerful “tagging” feature. Through the use of tags, which can be added on-the-fly or imported with existing records, the Department can quickly designate any number of groups and subgroups for precise notifications and advanced reporting.

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

ECN complies with the requirements as stated in Item 4.1.9.8. Users of the SmartNotice solution have the ability to add individuals to a notification on-the-fly, even if they are not already in a group or subgroup.

4.1.9.9 *Must have capability of multiple administrators; three hundred fifty (350) at a minimum.*

ECN complies. There is no limit to the number of administrators allowed for the SmartNotice system.

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

The SmartNotice system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of SmartNotice's functions, with access to only certain groups within SmartNotice.

Authorized users of the SmartNotice system can limit access to functionality of the system by role-based permissions. Using this functionality, the DHHR will have control over which employees have access to the system and to what features.

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.*

ECN offers a standard API to allow third party services to access and operate the SmartNotice system, requiring no additional programming or development work on the ECN side. This API allows the query and launch via mapping elements, and selection of preferred lists, the creation of custom messaging and even the management of contact data.

The API is currently available with interfaces already established with various third-party applications. Additionally, the API allows use on either the third party application or the SmartNotice user interface with access to both methods concurrently and simultaneously.

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.

Authorized users can send alerts with SmartNotice through the internet-based application. They can also call the 24/7/365 hotline and have an ECN operations specialist send a notification for the WV DHHR. SmartNotice clients can also send notifications through the ECN launcher via smartphone, tablet, etc. Using the ECN launcher app, Center users can record voice messages directly from a mobile device. In addition, this app allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad-hoc notifications via all modes of dissemination.

The Center can also launch pre-created scenarios by calling into the toll-free IVR and typing in the scenario ID number.

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.*

The SmartNotice system includes message status monitoring and ad hoc reporting capabilities. A detailed list with recipient names, email addresses, timestamp, delivery disposition, **receipt confirmation time**, and more are provided for each launch. This report is fully searchable, sortable or exportable, as desired by the user. In fact, this information is available for the life of the contract. Successfully delivered notifications are provided in graphic and numerical/text form.

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 twenty-five (25) inbound calls per minute. The service must have no set number of outbound calls or messages to receive per minute.*

ECN complies with Requirement 4.1.9.14. Two-way communication can be achieved through the 'Team Builder' capability. This will allow the Center to create call-outs, fill schedule quotas and use the keypress functionality for two-way communication. The Team Builder function uses dynamic call lists as determined by the client with the ability to add contacts on-the-fly. As an added layer of security, a client may select the option to assign a secure 5-digit code to authorized users to receive messages. Real-time reports for Team Builder are also included in the SmartNotice system.

SmartNotice will allow a minimum of twenty-five inbound calls per minute and no set number of outbound calls or messages per minute.

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.*

The SmartNotice interface provides real-time reports that identify whether the call has been delivered live, reached a busy signal, intercepted by an answering machine, operator/fax machine, gone unanswered, or other network error messages. This data is provided in both graphical and numerical/text form. Reports can be accessed at any time via the internet-accessible user interface. Additional options exist to fax a report receipt to select Department contacts.

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

ECN complies. Messages can easily be archived for future delivery. With the SmartNotice solution, users also have the ability to send scheduled notifications if needed.

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

ECN complies with the specifications as stated in Item 4.1.9.17. The SmartNotice system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of SmartNotice's functions, with access to only certain groups within SmartNotice. Using this highly customizable functionality, the WV DHHR will have control over which employees have access to the system and to what features.

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).*

ECN complies with the requirements as stated in Item 4.1.9.18. The SmartNotice system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of SmartNotice's functions, with access to only certain groups within SmartNotice.

Authorized users of the SmartNotice system can limit access to functionality of the system by role-based permissions. Using this functionality, the DHHR will have control over which employees have access to the system and to what features.

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

ECN complies with the requirements as stated in Item 4.1.9.19. ECN's reporting will allow users to generate reports that include Launch number, Launch ID#, Name of the person who launched, and a breakdown as to the number of messages sent by mode.

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

ECN complies with the requirements as stated in Item 4.1.9.20. SmartNotice leverages our massive dedicated capacity to contact all devices simultaneously to same or different recipients. The SmartNotice solution is a high speed notification system which enables authorized users to send targeted messages to internal staff and key stakeholders via landline, cell phone, text, email, RSS feed, and more – all from a single user interface within a single launch process.

4.1.9.21 Must have the ability to provide login audit tracking.

ECN complies with requirement 4.1.9.21. SmartNotice allows administrators to view an audit log of activity. The system tracks all changes made within the system by a given user, including who made the modification and when the edit was made. The system also tracks which user launches each specific notification. Options also exist for customized display current or previous notifications as desired by the State.

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.

ECN complies with requirement 4.1.9.22. Client data security is ECN's top priority. As a result, each of our client agreements includes provisions for data protection. To ensure secure access, SmartNotice features the following three-layer data security model we have established:

Layer One: Limited Access to Data

Role-based permissions

The SmartNotice system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of SmartNotice's functions, with access to only certain groups within SmartNotice.

Authorized users of the SmartNotice system can limit access to functionality of the system by role-based permissions. Using this functionality, the Department will have control over which employees have access to the system and to what features.

Personnel Access

Internally, ECN staff has access to client data on a need-to-know basis, and those database specialists who are tasked with managing data are always full-time ECN employees who are thoroughly screened through a series of background checks and references.

All employees sign a Confidential Information and Invention Assignment Agreement. This agreement requires all information to be held confidential indefinitely. It also allows ECN to pursue action against any current or former employee who breaches these requirements.

Layer Two: Data Encryption in a Secure Infrastructure

Secure Servers

ECN's servers are accessed through a secure, 256-bit, SSL key-encrypted website and are safeguarded through multiple tiers of computer-generated pass codes, PINs, and launch codes. Only authorized users will have access to the Department's SmartNotice system via role-based passcodes. Additionally, the SmartNotice solution uses cloud-based systems within our own private network.

Physical Site Security

- Secured 24 hours a day, seven days a week.
- Biometric scanners, in conjunction with proximity card readers, control access to the facility and the data center floor.
- Facilities are monitored via closed circuit digital camera coverage with 24-hour recording and 30-day digital video storage.
- Facilities are equipped with centralized security stations.

Layer Three: Data Backups

Triple-Redundant Data Centers

Data is mirrored instantly between the geographically-dispersed data centers within our secure network. Our team also performs regular backups to secondary storage media for even greater recoverability.

ECN's triple-redundant data centers have backup capabilities both onsite and offsite. Backups are performed virtually in real-time using snapshot technology and bit-level replication.

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.

ECN complies with the requirements as stated in Item 4.1.9.23. The DHHR has the ability to customize the telephone number and email address displayed for email and text messages.

In addition, the SmartNotice solution includes ECN's patented Universal ANI® technology which allows the Department to tailor messages and relieve inbound calling pressure. Message recipients may then re-dial the toll-free number displayed on their caller ID to hear the last message delivered to that phone number.

4.1.9.24 Must have the ability to override call-blocking.

ECN complies. SmartNotice has a fully customizable caller ID number feature that can bypass telephone number call blocking.

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

ECN complies with the requirements as stated in Item 4.1.9.25. Using the patented RealCall® technology, the SmartNotice system is able to recognize when a call is answered live or by an answering machine. The message is delivered immediately to the recipient upon answering the phone.

In contrast, other system's leave only partial, truncated, or repeated messages by looping the call to ensure complete delivery—wasting valuable telephone circuit resources when they are most needed.

The RealCall® technology is exclusive to ECN and provides recipients with a clear, uninterrupted message when answered live or by an answering device. This maximizes the efficiency of the local telephone infrastructure when telephone circuits are in high demand during an emergency.

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

ECN provides live, 24/7/365 support through **our in-house team** of highly-trained technicians.

Each of our clients has access to reach a live ECN representative at all times, which is a unique feature in the industry. Further, we do not outsource client support to a third party.

Technical support is provided through our website and via a toll-free number. Response time is immediate for technical support assistance inquiries made during normal business hours. Turnaround time for technical support assistance after hours is less than 15 minutes.

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 6:00am – 6:00pm 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.

ECN's SmartNotice the solution is maintained in three (3) geographically dispersed data centers across the US. Each site is fully redundant of the other two, allowing for a primary and two back-up facilities. Routine and non-routine maintenance is only performed at one of the back-up facilities at any time, which allows for **the continual availability of a primary and back-up facility to our clients**. Because of this triple-redundant architecture, all maintenance is performed as ECN deems necessary **without impact to system availability or notice to our clients**.

4.1.12 *The successful bidder must include three (3) levels of training.*

4.1.12.1 *Initial training: The successful bidder must provide on-site training on the use of the bidder's service/system for up to three hundred fifty (350) administrators at a minimum. This training must be completed within thirty (30) calendar days of contract award effective start date. 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.*

ECN complies with the requirement 4.1.12.1. ECN will provide five (5) days of on-site training to administrators to be completed within thirty (30) calendar days of contract award effective date start.

Training must be held in 5 consecutive days and held Monday through Friday, standard business hours of 9:00 – 5:00 EST.

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, CD, DVD, or other electronic media as approved by the Agency.*

ECN complies with the requirements as stated in Item 4.1.12.2. If any updates or changes are made that could affect the use of the system, users will be notified and re-trained as needed.

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, CD, DVD, or other electronic media as approved by the Agency.*

ECN complies with the requirements as stated in Item 4.1.12.3. On-going training sessions can also be scheduled at any time. ECN understands the need to provide refresher training, as well as continuing sessions for new system users. To accommodate this need, our client support team is always ready to assist, as needed.

Instruction is administered as indicated and desired by the Department—through webinars (if desired), conference calls, video chat, customized online recordings, online tutorials, CDs, etc.

4.1.14 Deliverables, Scope of Work and Timeframe:

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.

ECN complies with the above requirement.

4.1.14.1.2 Deliverable 2: By end of Week 4 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.

ECN complies with the above requirement.

4.1.14.1.3 Deliverable 3: By end of Week 4 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.

ECN complies with the above requirement.

4.1.14.1.4 Deliverable 4: By end of Week 4 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.

ECN complies with the above requirement.

4.1.14.1.5 Deliverable 5: By end of Week 4 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.

ECN complies with the above requirement.

4.1.14.1.6 Deliverable 6: Week 4 - through the end of contract: 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.

ECN complies with the above requirement.

4.1.14.1.7 Deliverable 7: Week 4 – through the end of contract: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated fifteen (15) hours of technical assistance per month.

ECN complies with the above requirement. Technical assistance exceeding fifteen (15) hours per month will be billed at \$150.00 per hour.

4.1.14.2 Optional Renewal YEAR 2

4.1.14.2.1 Deliverable 1: By end of month three (3) 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 two (2) “web ex” presentations or one (1) reproducible DVD.

ECN complies with the above requirement.

4.1.14.2.2 Deliverable 2: By end of month three (3) 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 two (2) “web ex” presentations or one reproducible DVD.

ECN complies with the above requirement.

4.1.14.2.3 Deliverable 3: Throughout contract period: 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.

ECN complies with the above requirement.

4.1.14.2.4 Deliverable 4: Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated ten (10) hours of technical assistance per month.

ECN complies with the above requirement. Technical assistance exceeding ten (10) hours per month will be billed at \$150.00 per hour.

4.1.14.3 Optional Renewal YEAR 3

4.1.14.3.1 Deliverable 1: By end of month three (3) 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 two (2) "web ex" presentations or one (1) reproducible DVD.

ECN complies with the above requirement.

4.1.14.3.2 Deliverable 2: By end of month 3 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 two (2) "web ex" presentations or one (1) reproducible DVD.

ECN complies with the above requirement.

4.1.14.3.3 Deliverable 3: Throughout contract period: 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.

ECN complies with the above requirement.

4.1.14.3.4 Deliverable 4: Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated five (5) hours of technical assistance per month.

ECN complies with the above requirement. Technical assistance exceeding five (5) hours per month will be billed at \$150.00 per hour.

4.1.14.4 Optional Renewal YEAR 4

4.1.14.4.1 Deliverable 1: By end of month three (3) 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 two (2) “web ex” presentations or one (1) reproducible DVD.

ECN complies with the above requirement.

4.1.14.4.2 Deliverable 2: By end of month three (3) 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 two (2) “web ex” presentations or one (1) reproducible DVD.

ECN complies with the above requirement.

4.1.14.4.3 Deliverable 3: Throughout contract period: 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.

ECN complies with the above requirement.

4.1.14.4.4 Deliverable 4: Throughout contract period: Technical assistance will be performed as needed upon contact by State or Local staff at an estimated five (5) hours of technical assistance per month.

ECN complies with the above requirement. Technical assistance exceeding five (5) hours per month will be billed at \$150.00 per hour.

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.*

Please find ECN’s SmartNotice Service Agreement on the following pages:

SmartNotice Services Agreement

SMARTNOTICE® SERVICES AGREEMENT

Unlimited Minutes/SMS

This SmartNotice® Services Agreement ("Agreement") is made and effective as of the last date written below (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 780 W. Granada Boulevard, Ormond Beach, FL 32174 and the West Virginia Department of Health and Human Resources, a body politic and corporate of the State of West Virginia ("Licensee") located at 2019 Washington Street East, Charleston, WV 25305

Licensor is the owner of a service identified as "SmartNotice® Automated Messaging System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications via an Internet-hosted software application. Licensee desires to utilize the Service for the purpose of sending informational notifications to its employees (each a "Recipient" and collectively, the "Recipients"). The parties agree as follows:

- 1. License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes. Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to XXXXX (XX) unique user name(s) and password(s). Additional user pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.
- 2. Ownership and Copyright:** Licensee agrees it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any materials related thereto. The License confers no title or ownership in the Service or its underlying technology. Licensee understands and agrees copyright laws and international treaty provisions protect the Service. Except for the limited License provided herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
- 3. Functionality:** The Service provides the ability for Licensee to initiate notification projects to Licensee databases. Licensee shall maintain the accuracy of its listed databases on a regular basis, including but not limited to removing any Recipients who cease to be employed by Licensee, or who revoke written consent to receive notifications from Licensee. Licensee databases, which shall be formatted in accordance with Licensor's requirements, may be uploaded using an FTP website provided by Licensor. The Service shall automatically remove any records in any database provided by Licensee which do not comply with Licensor's best practices, and create an exception file listing removed records. Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions through the FTP website and the Service. Licensee understands and acknowledges Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees Licensor cannot guarantee the integrity of any Licensee supplied data. Any errors, duplications, or inaccuracies related to Licensee supplied data will be the responsibility of the Licensee. Licensee may only send notifications to telephone numbers assigned within the 48 contiguous United States of America. International rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
- 4. Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees the pricing set forth on Exhibit A is predicated upon a minimum number of Recipients not to exceed X,000 (the "Recipient Total"). Licensee further understands and agrees Licensor may review the number of

Recipients on a month to month basis, and that Licensee shall pay Licensor increased pricing, as set forth on Exhibit A, in the event that the number of Recipients exceeds the amount set forth in this paragraph. Payment for the Service is due and payable upon receipt of invoice (ROI). Licensee understands and agrees that annual payment for the Service shall be in advance, on the Effective Date, with the fees for any additional Recipients payable in arrears. Late fees at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Ormond Beach, FL 32174. Licensee understands and agrees the prices set forth on Exhibit A are not final until this Agreement has been fully executed, and that it is at the Licensor's discretion to honor such prices in the event this Agreement has not been returned to the Licensor within 90 days from the date this Agreement was drafted for the Licensee.

5. **Weather Warning Service:** Licensor's Weather Warning service expands the benefits of the Service to include the automatic launching of prerecorded Weather Warning call-out projects to Recipients who Licensee designates to receive Weather Warning calls. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no intervention on the part of Licensee or Licensor. Weather Warning calls will be sent by matching the geographic locations associated with the Recipients against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

Severe weather events can occur at any time of day or night. Accordingly, Weather Warning calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. The Weather Warning service targets the telephone numbers of ONLY those Recipients that have been designated by Licensee to receive Weather Warning. Licensee acknowledges and agrees that it has received express, written permission from each Recipient that it designates to receive Weather Warning to be entered into the Weather Warning database. Such Weather Warning subscribers shall be subject to the terms and conditions of the Weather Warning service, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE RECIPIENTS WHO LICENSEE OPTS-IN TO THE WEATHER WARNING SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS.

6. **Term of the Service Agreement:** This Agreement, and the License extended herein, will continue for a minimum period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated. Licensee understands and agrees that: a) this Agreement shall commence as of the Effective Date; b) notwithstanding the Effective Date, Licensee's access to the Service may commence after the Effective Date as Licensee is responsible for supplying pass code forms and data, obtaining written consent from Recipients where required, and gathering any other information to comply with Licensor's best practices and all applicable laws and regulations.

7. **Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the term of this Agreement will extend for additional **one-year** periods (each a "Renewal Term"), except as otherwise set forth herein. This contract extension provision will continue to extend the Agreement by one additional year at the end of the Initial Term and each Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the Initial Term or then-current Renewal Term.** In the event the Agreement is extended:

a) Licensor will update its systems to extend the active software license and associated access codes for one additional year of use;

b) Licensor will invoice Licensee for one additional year of Service at the rate of **XYZ thousand dollars (\$ X0,000) per Renewal Term for Recipients up to the Recipient Total; additional fees will be added in accordance with Exhibit A for Recipients in excess of the Recipient Total;** and

c) Licensee agrees to pay the additional fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensor, subject to the terms set forth in paragraph 4.

8. **Legal Compliance:** Use of all automated notification services and pre-recorded telephone and text messages are subject to government regulations. Licensee agrees to abide by all TCPA, FDCPA, FCC and FTC regulations when using the Service, and agrees that the Service may not be used for telemarketing or solicitations. Licensee shall be solely responsible for Licensee's use of the service. The latest FCC and FTC

regulations can be found at: www.fcc.gov and www.ftc.gov. Licensee's use of the Service may also be subject to state and local laws and regulations.

- 9. Appropriate Use of The Service:** Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations, including but not limited to all laws regarding outbound telemarketing, the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999, as well as State and Local telemarketing laws and requirements. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for any and all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including its own and any awarded attorneys' fees (whether by salary, retainer or otherwise), from any claim, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account; and from any violations of any laws by Licensee.
- 10. Right to Audit.** For compliance with FCC and FTC regulations, At all times during this Agreement, and until the expiration of six (6) years after the furnishing of the Service by Licensor, whether under this Agreement or otherwise, Licensee, upon written request, shall make available to Licensor: a) a copy of all written consents required to be obtained from any Recipient contacted by Licensee through the Service; and b) any other records obtained by Licensee related to any Recipient's grant or revocation of consent to receive notifications from Licensee through the Service.
- 11. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 12. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. Licensor represents and warrants that the Service shall perform in a good and workmanlike manner in accordance with industry standards and all documentation issued by Licensor describing the Service, including Licensor's response to Licensee's Request For Quotation CRFQ 0506 BPH1600000005. **The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.** Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate

delivery of the messages depends on the message Recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a Recipient.

13. Confidentiality: Licensor acknowledges the confidential nature of Licensee supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee and Licensor acknowledges that the other party shall disclose to the other certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, information related to the Service or Recipients, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, financial information or business plans. Each party hereto agrees that, at all times during and after the termination of this Agreement, such party will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require either party hereto to disclose any Confidential Information to the other or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Each party hereto will promptly notify the other of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist the other party in preventing the disclosure of the Confidential Information pursuant to same to the extent required by the disclosing party.

14. Termination:

a) Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing the other with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Upon termination of this Agreement, Licensee will return all Confidential Information and copies to Licensor and Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

b) Licensor, in its sole discretion, may also terminate this Agreement immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded and all fees then-due shall be paid in full by Licensee.

c) Licensee, in its sole discretion, may also terminate this Agreement immediately, and without further notice, as a result of Licensor's breach of this Agreement, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.XXX cents times each System Minute/SMS Text (as defined on Exhibit A) used by Licensee.

15. Entire Agreement: This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.

16. Notices: All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensor:** Emergency Communications Network, LLC, 780 W. Granada Boulevard, Ormond Beach, FL 32174

As to Licensee: West Virginia Department of Health and Human Resources, Attn: Mark Atkins/Senior Buyer, 2019 Washington Street East, Charleston, WV 25305

Either party may change the address provided herein by providing notice as set forth in this paragraph.

- 17. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted, prior to the initiation of any litigation or other legal proceeding, to non-binding mediation according to the rules and regulations of, and administered by, the commercial mediation division of the American Arbitration Association, and that any agreement which is executed by both parties during such mediation may be enforced in any court of competent jurisdiction. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in a Court of first jurisdiction and all Courts of Appeal.
- 18. **Interpretation and Severability:** In the event any provision of this Agreement is determined by a court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
- 19. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
- 20. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:
West Virginia Department of Health and Human Resources

Licensor:
Emergency Communications Network, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A – Service Charges

One (1) year SmartNotice® Services Agreement: **\$ X,000.00**

One (1) time set up fee **\$ WAIVED**

Unlimited SmartNotice System Minutes/SMS Texts per year **\$ Included**

For up to X,000 Recipients. Additional Recipients may be added in blocks of X00 Recipients at the rate of \$X.00/Recipient, which shall not be prorated for any partial year. Licensee may request such additional Recipients blocks by calling Licensor.

“System Minute” means sixty (60) seconds of connected call time in the Service. Call time will be deducted in six (6) second increments. Only connected calls (live connections, answering machine or voicemail connections and fax tone connections) will result in call time deduction. “SMS Text” means a short message service text having one hundred forty (140) characters or less.

Up to **XX** SmartNotice user pass codes **\$ Included**

Additional Pass codes may be purchased for an annual fee of \$XXX0.00 per pass code

One (1) SmartNotice distance training session **\$ Included**

Additional distance training sessions may be purchased for \$XXX0.00 per hour (one hour minimum)

In person training sessions may be purchased for \$XXX0.00 per trainer, per day, plus all travel, lodging, and ground transportation

Email **\$ No Charge**

Database Accuracy Updates

Licensee Supplied Database: A service labor fee of XXX Dollars (\$XXX0.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee’s behalf to Licensor.

\$XXX0 per hour for database maintenance

Professional Services Upon Request: \$XXX0/hour

Licensor shall perform professional services as requested from time to time by Licensee in its sole discretion.

Annual System Maintenance, including all Software Upgrades **\$ No Charge**

8. Pricing Pages

**Exhibit A – Pricing Pages
CRFQ 0506 BPH160000005
Emergency Notification System**

PLEASE TYPE OR WRITE LEGIBLY

YEAR 1

Deliverable	
<p><u>Year 1 - Deliverable 1 – Per Section 4.1.14.1.1</u> 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. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	<p>Total Cost for Deliverable</p> <p>\$0.00</p>
<p><u>Year 1 - Deliverable 2 – Per Section 4.1.14.1.2</u> By end of Week 4 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. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	<p>Total Cost for Deliverable</p> <p>\$0.00</p>
<p><u>Year 1 - Deliverable 3 – Per Section 4.1.14.1.3</u> By end of Week 4 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. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	<p>Total Cost for Deliverable</p> <p>\$0.00</p>

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<p><u>Year 1 - Deliverable 4 – Per Section 4.1.14.1.4</u> By end of Week 4 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. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	<p align="center">Total Cost for Deliverable</p> <p align="center">\$5,000</p>	
<p><u>Year 1 - Deliverable 5 – Per Section 4.1.14.1.5</u> By end of Week 4 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. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	<p align="center">Total Cost for Deliverable</p> <p align="center">\$0.00</p>	
<p><u>Year 1 - Deliverable 6 – Per Section 4.1.14.1.6</u> 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.</p> <ul style="list-style-type: none"> Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first four (4) weeks are development costs and not included in this amount. <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>	<p align="center">Per Month Cost</p> <p align="center">\$3,745</p>	<p align="center">Yearly Total (Per month cost x 11)</p> <p align="center">\$41,195</p>

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PLEASE TYPE OR WRITE LEGIBLY

<u>Year 1 - Deliverable 7 – Per Section 4.1.14.1.7</u>				Per Month Cost	Yearly Total (Per month cost x 11)
<p>Technical assistance will be performed as needed upon contact by State or Local staff at an estimated 15 hours of technical assistance per month.</p> <ul style="list-style-type: none"> Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming fifteen (15) hours of support per month. The first four (4) weeks are development costs and not included in this amount. (ex: \$cost/month x 11mos = yearly total) <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>				\$0.00	\$0.00
YEAR 1 – TOTAL COST:				\$46,195	

Optional Renewal YEAR 2

Deliverable					
<u>Year 2 - Deliverable 1 – Per Section 4.1.14.2.1</u>				Total Cost for Deliverable	
<p>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 two (2) “web ex” presentations or one (1) reproducible DVD. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>				\$0.00	

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<p><u>Year 2 - Deliverable 2 – Per Section 4.1.14.2.2</u> 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 two (2) “web ex” presentations or one (1) reproducible DVD. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	<p align="center">Total Cost for Deliverable</p> <p align="center">\$0.00</p>	
<p><u>Year 2 - Deliverable 3 – Per Section 4.1.14.2.3</u> 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.</p> <ul style="list-style-type: none"> Please provide a monthly and yearly total cost for this deliverable. <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>	<p align="center">Per Month Cost</p> <p align="center">\$3,745</p>	<p align="center">Yearly Total (Per month cost x 12)</p> <p align="center">\$44,940</p>
<p><u>Year 2 - Deliverable 4 – Per Section 4.1.14.2.4</u> Technical assistance will be performed as needed upon contact by State or Local staff at an estimated ten (10) hours of technical assistance per month.</p> <ul style="list-style-type: none"> Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming ten (10) hours of support per month. (ex: \$ cost/month x 12 months = yearly total). <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>	<p align="center">Per Month Cost</p> <p align="center">\$0.00</p>	<p align="center">Yearly Total (Per month cost x 12)</p> <p align="center">\$0.00</p>
<p>YEAR 2 – TOTAL COST:</p>	<p align="center">\$44,940</p>	

**Exhibit A – Pricing Pages
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Optional Renewal YEAR 3

Deliverable				
<p><u>Year 3 - Deliverable 1 – Per Section 4.1.14.3.1</u> 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 two (2) “web ex” presentations or one (1) reproducible DVD. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>			Total Cost for Deliverable	
			\$0.00	
<p><u>Year 3 - Deliverable 2 – Per Section 4.1.14.3.2</u> 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 two (2) “web ex” presentations or one (1) reproducible DVD. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>			Total Cost for Deliverable	
			\$0.00	
<p><u>Year 3 - Deliverable 3 – Per Section 4.1.14.3.3</u> 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.</p> <ul style="list-style-type: none"> Please provide a monthly and yearly total cost for this deliverable. <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>			Per Month Cost	Yearly Total (Per month cost x 12)
			\$3,745	\$44,940

**Exhibit A – Pricing Pages
CRFQ 0506 BPH160000005
Emergency Notification System**

PLEASE TYPE OR WRITE LEGIBLY

	Per Month Cost	Yearly Total (Per month cost x 12)
<p><u>Year 3 - Deliverable 4 – Per Section 4.1.14.3.4</u> Technical assistance will be performed as needed upon contact by State or Local staff at an estimated 5 hours of technical assistance per month.</p> <ul style="list-style-type: none"> Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming 5 hours of support per month. (ex: \$ cost/month x 12 months = yearly total). <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>	\$0.00	\$0.00
YEAR 3 – TOTAL COST:	\$44,940	

Optional Renewal YEAR 4

Deliverable	
<p><u>Year 4 - Deliverable 1 – Per Section 4.1.14.4.1</u> 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 two (2) “web ex” presentations or one (1) reproducible DVD. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	Total Cost for Deliverable \$0.00
<p><u>Year 4 - Deliverable 2 – Per Section 4.1.14.4.2</u> 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 two (2) “web ex” presentations or one (1) reproducible DVD. Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.</p>	Total Cost for Deliverable \$0.00

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PLEASE TYPE OR WRITE LEGIBLY

				PLEASE TYPE OR WRITE LEGIBLY	
<u>Year 4 - Deliverable 3 – Per Section 4.1.14.4.3</u>				Per Month Cost	Yearly Total (Per month cost x 12)
<p>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.</p> <ul style="list-style-type: none"> Please provide a monthly and yearly total cost for this deliverable. <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>				\$3,745	\$44,940
<u>Year 4 - Deliverable 4 – Per Section 4.1.14.4.4</u>				Per Month Cost	Yearly Total (Per month cost x 12)
<p>Technical assistance will be performed as needed upon contact by State or Local staff at an estimated 5 hours of technical assistance per month.</p> <ul style="list-style-type: none"> Please provide a monthly and total cost for this deliverable, after the initiation date up to the end of the contract period, assuming 5 hours of support per month. (ex: \$ cost/month x 12 months = yearly total). <p>Vendor will invoice and Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.</p>				\$0.00	\$0.00
YEAR 4 – TOTAL COST:				\$44,940	

**Exhibit A – Pricing Pages
CRFQ 0506 BPH1600000005
Emergency Notification System**

PLEASE TYPE OR WRITE LEGIBLY

GRAND TOTAL PAGE

YEAR 1 – TOTAL COST	\$46,195
YEAR 2 – TOTAL COST	\$44,940
YEAR 3 – TOTAL COST	\$44,940
YEAR 4 – TOTAL COST	\$44,940
GRAND TOTAL	\$181,015

VENDOR NAME: Emergency Communications Network

VENDOR CONTACT: Chris Cornelison

PHONE#: (866) 939-0911 ext1335

EMAIL: ccornelison@ecnetwork.com



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 35 – Telecomm

Proc Folder: 181614

Doc Description: EMERGENCY NOTIFICATION SYSTEM

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-03-08	2016-04-06 13:30:00	CRFQ 0506 BPH1600000005	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:
 Emergency Communications Network
 780 W. Granada Boulevard
 Ormond Beach, FL 32174
 (866) 939-0911

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Signature X

FEIN # 45-3191493

DATE 4/6/2016

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

ADDITIONAL INFORMAITON:

The West Virginia Purchasing Division is soliciting bids on behalf of 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 notifications 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. The service must be capable of delivering messages throughout various communication mediums and provide the ability for staff from any of 55 local health department (LHD) agencies, specific DHHR Offices, and other select partners to place inbound calls to the service. The successful bidder must have sufficient capacity to provide 24 hours a day, 7 days a week, 365 days a year, including holidays, (24/7/365) management of the service with minimal interruption, per the attached documents.

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

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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	\$5000.00	\$5000.00

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

Year 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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
6	Emergency Notification System - Year 1/Deliverable 6	11.00000	MO	\$3,745.00	\$41,195.00

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
7	Emergency Notification System - Year 1/Deliverable 7	11.00000	MO	\$0.00	\$0.00

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
8	Emergency Notification System - Year 2/Deliverable 1	1.00000	LS	\$0.00	\$0.00

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
9	Emergency Notification System - Year 2/Deliverable 2	1.00000	LS	\$0.00	\$0.00

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
10	Emergency Notification System - Year 2/Deliverable 3	12.00000	MO	\$3,745.00	\$44,940.00

Comm Code	Manufacturer	Specification	Model #
93131802			

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
11	Emergency Notification System - Year 2/Deliverable 4	12.00000	MO	\$0.00	\$0.00

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 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).

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
12	Emergency Notification System - Year 3/Deliverable 1	1.00000	LS	\$0.00	\$0.00

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.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
13	Emergency Notification System - Year 3/Deliverable 2	1.00000	LS	\$0.00	\$0.00

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.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
14	Emergency Notification System - Year 3/Deliverable 3	12.00000	MO	\$3,745.00	\$44,940.00

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.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
15	Emergency Notification System - Year 3/Deliverable 4	12.00000	MO	\$0.00	\$0.00

Comm Code	Manufacturer	Specification	Model #
93131802			

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
16	Emergency Notification System - Year 4/Deliverable 1	1.00000	LS	\$0.00	\$0.00

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 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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
17	Emergency Notification System - Year 4/Deliverable 2	1.00000	LS	\$0.00	\$0.00

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.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
18	Emergency Notification System - Year 4/Deliverable 3	12.00000	MO	\$3,745.00	\$44,940.00

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 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV25301 US		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
19	Emergency Notification System - Year 4/Deliverable 4	12.00000	MO	\$0.00	\$0.00

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 4:00 pm	2016-03-21

BPH160000005	Document Phase Final	Document Description EMERGENCY NOTIFICATION SYSTEM	Page 10 of 10
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

11. Miscellaneous:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jodi Baker

Telephone Number: 866-939-0911 ext. 1170

Fax Number: 386-676-1127

Email Address: jbaker@ecnetwork.com

Contract Considerations

ECN requests that terms and conditions related to the specific use of the SmartNotice solution and the Scope of Work for this project be considered for inclusion in a contract resulting from this response. Further, we request consideration for the following item listed within the RFP:

RFP Page 15, Section 7. Payment

ECN respectfully notes that the annual access fee for services is in advance. The figures in Exhibit A – Pricing Pages for monthly figures are for information purposes only.

ADDENDUM #1 TO RESPOND TO VENDOR QUESTIONS

Vendor Question #1

In section 4.1.4 it states that the estimated number of names/contact information is 60 organizations and 14,600 users. When you use the term “users”, do you want all 14,600 “users” to have administrator access to the system so that they can launch/initiate a notification?

Agency Response to Vendor Question #1

No, not all 14,600 would have administrator access. We need a minimum of 350 users with administrative access to launch/initiate notification. We did not list a max number, but if it is needed, a reasonable number would be 400.

Vendor Question #2

Depending on the answer to #1.... In section 4.1.4 it also states that the successful vendor must allow for unlimited names/contact information to be included. Our system does support the ability for your organization to enter as many contacts into the system as you want and do have an unlimited number of administrators. However, our pricing is based on the number of contacts (message recipients, not message senders) you plan to enter into the system. In order for us to provide an accurate quote for our system, we **MUST** know at least a ballpark number of contacts you plan to initially load into the database.

- a. If you want the ability to communicate with every state employee and public health partner, then that would be the number of contacts we would base our pricing off of.
- b. If the 14,600 number mentioned above, is the estimated number of contacts you plan to enter into the system, then that is the number we will base our pricing off of. Either way, please clarify.

Agency Response to Vendor Question #2

The number of message contacts must be unlimited and not confined to what we initially load into the system. We cannot limit the system to a set (pre-determined) number based on what has been historically recorded (i.e. 14,600) - but instead, whatever number might need to be contacted, based on the type of emergency presenting and number of business or emergency needs. This is a 24/7/365 emergency alerting system, and the ability to communicate with an unlimited (and presently unknown) number of contacts is essential to the mission of this office, and is non-negotiable.

Vendor Question #3

In section 4.1.9.11 it states that the vendor must initiate a broadcast directly from another application through an API. We do support this function, but in order to provide an accurate price we **MUST** know an estimated number of broadcasts you plan to initiate using our API solution. Remember, 1 broadcast by our definition can include hundreds/thousands of individual messages being sent. We just need to know an **ESTIMATED** number of broadcasts per year that you anticipate initiating through our API. We realize this may be hard to quantify, but an estimate is needed for accurate pricing.

Agency Response to Vendor Question #3

See answer above. The number is unlimited. The system must similarly allow for whatever number of broadcasts per year that is needed, based on the types of emergencies or preparedness projects required. It cannot be constrained by a set, pre-determined number.

Vendor Question #4

Please detail the system usage over the last 12 months (e.g., number of notifications, minutes used, etc.).

Agency Response to Vendor Question #4

There were 497 notifications sent in the last 12 months. There were 4841 recipients notified in the last 12 months. Keep in mind that in 2015 there were fewer incidents than 2014. In 2014 the above number was almost double. We are not able to determine the minutes used.

Vendor Question #5

What is the annual cost of the current system?

Agency Response to Vendor Question #5

\$55,946.00

Vendor Question #6

What is the amount budgeted for this project?

Agency Response to Vendor Question #6

Not relevant to the bidding process

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 BPH160000005

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Emergency Communications Network

Company



Authorized Signature

4/6/2016

Date

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