



SERVICE AGREEMENT NO. 2325

Records Management System for CCFD

THIS **Records Management System for CCFD Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and ESO Solutions, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Records Management System for CCFD in response to Request for Bid/Proposal No. 2325 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Records Management System for CCFD ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for five years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so by written amendment prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$104,920.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. Contractor shall invoice no more frequently than once per month. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Richie Quintero
Fire Department
361-826-3936
RichieQ@cctexas.com

5. **Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. **Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. **Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

- 12. Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Richie Quintero
Deputy Fire Chief
2406 Leopard St., Corpus Christi, TX 78408
Phone: 361-826-3936
Fax: 361-826-4333

IF TO CONTRACTOR:

ESO Solutions, Inc.
Attn: Darrell Hagans
Director of Account Management
11500 Alterra Parkway, #100, Austin, TX 78758
Phone: 866-766-9471 ext. 7949
Fax: n/a

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (“INDEMNITEES”) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

18. **Termination.**

(A) The City Manager may terminate this Agreement for Contractor’s failure to comply with any of the terms of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

19. **Owner’s Manual and Preventative Maintenance.** Contractor agrees to provide a copy of the owner’s manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.

- 20. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 21. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. Attachments A, B, C, and D;
 - C. Attachment E;
 - D. the bid solicitation document including any addenda (Exhibit 1); then,
 - E. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Specific Terms and Conditions.** This Agreement is subject to the Master Subscription License Agreement between the Parties, which has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

CONTRACTOR

Signature



Printed Name:

Chris Dillie

Title:

CEO & President

Date:

11/5/2019

CITY OF CORPUS CHRISTI

Kim Baker

Director of Contracts and Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Attachment C: Insurance and Bond Requirements

Attachment D: Warranty Requirements

Attachment E: Master Subscription License Agreement

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 2325

Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1. General Requirements

- A. System must be capable of supporting National Fire Incident Reporting System (NFIRS). Must be current version and subsequent versions.
- B. System must be capable of importing legacy records adhering to the NFIRS file formats.
- C. System must allow the ability to attach documents including, but not limited to the following types:
 - 1. Video
 - 2. Pictures
 - 3. Documents (spreadsheets, word docs., notepad, etc)
 - 4. PDF's
- D. Fire incidents using data elements from National Fire Protection Association (NFPA) 1710/1720. (**see Appendix A for details**)
- E. Department leaders must be able to access certain system level configurations and run date queries and reports based on records entered by their department.
- F. System must have an audit trail in order to show if any changes were made for quality assurance or legal purposes. Audit trail should:
 - 1. Track
 - 2. Capture
 - 3. Display key-stroke entry level changes
 - 4. Include all changes made to any records, not just last update
- G. Software must provide a means to display administrative messages or notes entered and link to individual event records and/or users (e.g. internal messaging or notes) (**see Appendix B for details**)
- H. System must have Quality Control (QC) Reports for completeness and accuracy (NFIRS reports).
- I. System must have active directory functionality.
- J. System must be capable of viewing previous, current, and future schedules with a task manager to create schedules (**see Appendix C for details**)
- K. System must be able to add and update department of employee's certification, notify department of certification nearing expiration date.

- L. System must be able to add full employee information such as: (**see Appendix D for details**)
 - 1. Employee contact
 - 2. Social Security Number (SSN)
 - 3. Driver license number and expiration date
 - 4. Certification
 - 5. Notes
 - 6. Employee ID
 - 7. Rank

- M. System must be able to customize data and label fields.

- N. System must hold historical data with import/export capabilities (**see Appendix E for details**)

- O. System must be able to search for record by:
 - 1. Date
 - 2. Address
 - 3. Name
 - 4. Incident #
 - 5. Etc.

- P. System must have the capability to track and manage Fire equipment maintenance record on all:
 - 1. Apparatus
 - 2. Equipment
 - 3. Inspection records, with due date, status, and maintenance inspections notes (history)
 - 4. Link maintenance records to inspection records
 - 5. Perform inspection on a mobile environment (tablet, cell phone, etc.)
 - 6. Capability to trigger a scheduled maintenance and submit a workorder
 - 7. Apparatus daily readiness report (**see Appendix F for details**)

- Q. System must have the capability to track and manage fleet and vehicle maintenance:
 - 1. Automated vehicle system for maintenance on vehicle mileage/engine hours
 - 2. Schedule and submit a workorder
 - 3. Track fuel usage
 - 4. Inspection records: with due dates, status, and maintenance inspections notes (history)
 - 5. Log all maintenance history records per vehicle
 - 6. EMS unit daily readiness report (**see Appendix G for details**)

- R. System must have daily EMS inventory real time capabilities interfaced with run reports and bar coding for inventory tracking.
- S. System must be able to track weekly medic unit inventory and EMS supply lockers by station (**see Appendix H for details**)
- T. System shall integrate with Maximo, ESRI, Infor, CE Solutions and share at minimum, incident demographic and time data.
- U. System software solution must work with any hardware including PC's, laptops, android, and mobile devices with the exception of any devices that are unsecure.
- V. System shall be able to create and customize dashboards in real time.
- W. System shall provide electronic signatures for maintenance checkoffs and other items, such as permits, occupancy.

1.2. System Requirements

- A. System must allow tiered permissions for various access:
 - 1. System settings
 - 2. Agency settings
 - 3. Data entry forms
 - 4. Patient data
 - 5. Print forms
 - 6. Data Analysis tools
- B. System administrator must have the ability to manage all users and control their ability to manage their profiles or add new users.
- C. System administrator must have the ability to manage locations: (**see Appendix I for details**)
 - 1. Streets
 - 2. Districts
 - 3. Stations
 - 4. Etc.
- D. System administrator must have the ability to: (**see Appendix J for details**)
 - 1. Manage and modify data entry forms
 - 2. Selective dynamic display with the data entry form, and the dataset
 - 3. Print layouts
 - 4. Point-of-entry business rules

- E. System and department administrator must have ability to manage the display of other agencies at an incident. For example, adding a unit from a different City that has responded to the incident. **(see Appendix K for details)**
- F. System must define when incident is complete with time stamp and related status changes for administrative purposes.
- G. System must export records to excel, PDF, or print.
- H. System must customize toolbars (shortcuts, favorites for reporting, queries or any screen and modify user view (user preferences).
- I. System must create system rules and default values – required fields.
- J. System must have a query tool with delivered queries and modifiable parameters.
- K. System must have a reporting tool with delivered reports, including modifiable parameters.

1.3. Import/Export Requirements

- A. System must interface with existing Integraph Computer Aided Dispatch (CAD) software v9.3.
- B. System must allow integration with data exported from CAD systems. The CAD system software vendor will provide an output file or other agreed upon secure method for the solution vendor to map and import.
- C. Contractor must have pre-established integrations and data relationships with the major CAD vendors to make this process more efficient for agencies to implement.
- D. System must provide means to import to CAD, at minimum:
 - 1. All Fire event times
 - 2. Incident address
 - 3. Type of service requested
 - 4. Responding unit numbers and call signs
 - 5. Incident numbers

- E. CAD integration must have capacity to re-import data into a record as new data is added to the CAD record (for example, more times are added as the incident progresses) overwriting or updating the previous data.
- F. CAD Data integration will be accessible to use by user with fixed devices (e.g. desktops) or mobile devices, provided the device is online.
- G. Imports and Exports will be in compliance with NFIRS validations and data rules for import/export (**see Appendix M for details**)
- H. System must be able to import/export reports, photos, records, and attachment.

1.4. Journal

System must have a monthly activity tracker for any entry for a specific date to include: (**see Appendix N for details**)

- A. On/off feature
- B. NFIRS activities
- C. Non-incident activities
- D. Department events
- E. Training classes
- F. Occupancy inspections
- G. Activities
- H. Permits
- I. Equipment maintenance
- J. Testing
- K. Hydrant Activities
- L. Filtering by:
 - 1. Station
 - 2. Shift
 - 3. Units
 - 4. Staff

1.5. Data Entry

- A. System must have default values and require values to be read only, or have them hidden with the value still part of the incident data (e.g. all incidents are in the US) (**see Appendix O for details**)
- B. System must limit the provider ability to enter one value, but have that value autofill related values without letting them access the linked elements. For example, limiting users to only enter an incident zip code, which will autofill the

incident city, county, and state without letting the user access the auto filled fields to prevent conflicting or poor quality data.

- C. Layout for online and mobile/offline data will be the same without needing to build the forms separately for each system.
- D. System will have a dynamic sizing display that will be able to adjust to screen size. Change with minimal effect on the layout displayed to the user.
- E. Display of single or multi-select drop-down lists must accommodate popup on screen keyboards on tablets such that the keyboard does not obscure the drop-down value list.
- F. Users must be able to navigate between elements in the data entry form using touch, mouse, or keyboard tabs and arrows.
- G. Data entry forms will clearly display elements and values that have an outstanding point of entry business rule to be resolved so users can quickly identify and resolve shortcomings.
- H. Incident form will provide display of the data entry and review status for administrative purposes.
- I. Incident form will provide easy interface to import CAD data.
- J. Incident form will provide means for agencies to create and apply localized custom fields.
- K. Capability of adding narratives on all modules and narrative will be able to print on reports.

1.6. Scheduling

- A. System must manage personnel schedules.
- B. System must create daily schedules for firefighters.
 - 1. Employee roster
 - 2. Station location
 - 3. Employee availability
 - 4. Per shift
- C. Schedule crews with stations and/or apparatus.
- D. Schedule inspections.
- E. Schedule maintenance on equipment.

- F. List leave status
- G. Create leave and payroll codes (customize codes)
- H. Flexibility to add additional scheduling items, such as available for overtime, out on leave, temp driver, etc.

1.7. Investigations

- A. System must link investigations to incidents and locations.
- B. System must be able to maintain, and access history of incidents and investigations attached to locations.
- C. System must conduct and document investigations.
- D. System must be able to create an investigation report. Investigation report need the following fields: **(see Appendix Q for details)**
 - 1. Referrals
 - 2. Evidence
 - 3. Leads
 - 4. Scene
 - 5. Activities
 - 6. Narrative
 - 7. Print capabilities of attachments

1.8. Inspections

- A. System must be able to capture various types of inspections such as life safety, building and occupancy based on NFIRS codes.
- B. System must link inspection to incidents and locations.
- C. Must be able to perform inspections in the mobile environments.
- D. System must be able to cross validate to ensure no duplicate records in occupancies.
- E. System must be able to add new inspection codes.
- F. System must be able to merge occupancy CAD information into inspection records.
- G. System must be able to schedule daily inspections for inspector.
- H. System shall interface inspection schedule to Office 365 calendar.

1.9. Permits

- A. System must track and manage all permits.
- B. Permits must be managed through the Fire RMS.
- C. System must manage permit fees, receipts, and adjustments through the City's payment gateway.
- D. System must allow users to print or email permits, receipts, and mailing labels.
- E. System must maintain a record of historical permit information.
- F. System must provide pre-formatted permit reports.
- G. System must create various types of permits.

1.10. Validations

System must be able to trigger time conflict rules against the current time the record is being entered to prevent any time in the future being entered for point of entry validations/business rules.

1.11. Printing

- A. System Administrator must have the ability to:
 - 1. Design, format, and manage report printout
 - 2. Create multiple formats
- B. System must print document attachments and addendums as part of the primary printing based on the print layout design by the System Administrator.
- C. System must allow print layout and design for agency name, address, and logo to be configured and automatically applied to a printing template.
- D. System must allow print layout to provide a means to configure a header and footer for each page such that incident information such as date, incident number, patient name can be displayed on each page of the record.

1.12. Vehicle and Equipment Inventory Records

- A. System must track specifications on the following:
 - 1. Personal Protection Equipment (PPE)
 - 2. Hose
 - 3. Self-contained breathing apparatus (SCBA)
 - 4. Vehicles
 - 5. Pump hoses
 - 6. Ladders
 - 7. All items on inventory

8. Upload fuel report from excel to application

- B. System must maintain vehicle maintenance records and requests with notifications of when vehicle is due for maintenance.
- C. System must maintain usage/purchased – date/time code, quantity, cost, mileage, staff, description.

1.13. Occupancy: Fire Prevention

- A. System must keep track of owners & contacts of buildings
- B. System must track inspections & activities
- C. System must track additional Fire service records – chem inventory, hydrants, storage tanks, need fire flows, permits, supplemental history.
- D. System must have the capability of merging occupancies when address is same, must be able to keep all history when merging occupancies.
- E. System must keep track of occupancy statistics.

1.14. Training Module (Appendix R)

- A. System must list classes with description, data/time, location, etc.
- B. System must have casualty report for injury during training to include:
 - 1. Vehicle accidents
 - 2. CE hours tracking
- C. System shall have scheduled training classes to interface to Office 365 calendar.

1.15. Hydrants

- A. System must list basic hydrant information, such as location, hydrant number, specifications, etc.
- B. System must list activities and repairs for each hydrant.
- C. System must list all flow tests.
- D. System must integrate with Maximo for water usage and work orders.

1.16. Reports Module

- A. System must set up rules for report fields.
- B. System must provide the following reports:
 - 1. NFIRS

2. Basic fire reports
3. List units and personnel
4. Casualty reports
5. Property involvement reports
6. Additional fire service reports
7. Canned statistical or list reports with modifiable parameters
8. 90 Percentile reports
9. NFPA report
10. Alarm response analysis
11. Incomplete report list
12. Not QC'd report list
13. Fire investigation reports
14. Fire/Arson reports
15. Reports notification
16. Report repository for all items including reports, inspections, occupancy records, permits, etc.
17. Query tool
18. Customizable reports
19. Logistics requisition form
20. Maintenance report (vehicle and equipment)
21. Ad hoc reporting

1.17. Technical Requirements

A. Application

1. System application must work with IE 11 and Microsoft Edge and the latest version of Java, .net framework. No outdated agents of these applications will be supported.
2. If system application requires install, it must be remotely managed and patch with ManageEngine Patch Manager Plus version 10.0.326.
3. System application must work with Netmotion on mobile computers.
4. System application must be a mobile application.
5. System application must be windows 10 compatible.
6. System application must have 24/7 technical support.

B. Network

1. System must be able to communicate over Ethernet technology and be compatible with wireless, copper and fiber optic methods of data transport.
2. Requirements must fit into a minimum throughput constraint to reach endpoints and a reasonable latency (no more than 100ms) and must be able to recover function after periods of packet loss which may occur.
3. Consideration must be demonstrated for reducing the amount of throughput required from end to end across the WAN.
4. Any wireless host/AP support requirements must be made known.
5. The specific services must be made known in the proposal as to which protocols will be needed and whether they are considered connection or connectionless.
6. A logical network diagram must be provided that exhibits traffic flow to and from application, database, repositories, end points and demarcations.

C. Security

1. System must accommodate the City's intent to apply security patches to its system within 30 days of release.
2. User authentication and access rights can be managed via Active Directory.
3. Remote 3rd party support access requires the 3rd party to use an HTML5 – compliant web browser.
4. Contractor must provide a point of contact.
5. Contractor must provide security updates to its product.
6. Contractor must list any required ports, protocols, web domains, firewall allowances needed for the system to function properly.

D. Server/Storage Backup

1. System must have server/storage backup on premises, in the cloud, or in a hybrid solution.
2. System must support a virtualized environment.
3. Contractor must provide server requirements for memory, CPU, storage and operating system.
4. Contractor must provide any cloud storage requirements to include provider, services, and size requirements to accommodate our current Nimble storage.

5. Contractor is required to support current backup solution which is Commvault version 11 service pack 14.

E. End User Support

1. System application must require admin rights.
2. Contractor must provide minimum requirements for:
 - a. Memory
 - b. Processor
 - c. Storage
 - d. Operating System (OS)
3. Application must not be dependent on any software that may or may not already be installed on the OS.
4. Antivirus must not cause any known issues.

F. Geographic Information System (GIS)

1. Application must integrate with ESRI solutions.
2. Application must interact and consume with data from the GIS database.
3. GIS data must require local storage.
4. Application must require GIS editing capabilities. Editing rights are subject to license purchasing.
5. Application must be compatible to Portal for ArcGIS version 10.3.1.
6. Solution must be for city and/or public use.

1.18. Overall Business Requirements

The Attached matrix (see Attachment A-1) outlines all of the requirements necessary to have a complete system. This matrix is part of the Agreement and will be used throughout the implementation phase to ensure compliance with all requirements.

FDID	Alarm Date	Incident Number	Expt	Type	Scene Address	
SP706	05/07/2019	19-0017778	000	211	6802 EVERHART RD /7E/CORPUS CHRISTI	
NFPA 1710 Fire Suppression			NFPA 1710 Emergency Medical Services			
<input checked="" type="checkbox"/> Incident required an Engine Company Response			<input type="checkbox"/> Incident required a BLS response			
<input type="checkbox"/> Incident required a Full Alarm Assignment			<input checked="" type="checkbox"/> Incident required an ALS response			
First Suppression Unit Notified			First Medical Unit Notified			
05:37:59 Same as Response			05:37:41 Same as Response			
First Suppression Unit En Route			First Medical Unit En Route			
05:38:54 Same as Response Same as 1st Notif Time			05:38:50 Same as Response Same as 1st Notif Time			
First Engine Company Arrived			BLS Unit Arrived			
05:46:06 Same as Response			: : Same as Response			
Full Alarm Assignment Arrived			ALS Unit Arrived			
: : Same as Response Same as Company Time			05:48:50 Same as Response Same as BLS Time			
NFPA 1720 Volunteer Fire Suppression	<input type="checkbox"/> Incident Required a Volunteer Suppression Response		Required Resources Assembled			Capability to Initiate Attack
	: : Same as Response		: : :			
<input type="checkbox"/> Save <input type="checkbox"/> Delete <input type="checkbox"/> Close						

Date	Time	Station	Shift	Unit	Description
04/13/2018	16:05	-	-	-	Message from 10871: GARCIA, ANTHONY G
04/13/2018	12:34	-	-	-	Message from 10871: GARCIA, ANTHONY G

Unread reminders are highlighted in GREEN

Show Hidden Items Show Reminders: 30 days in advance

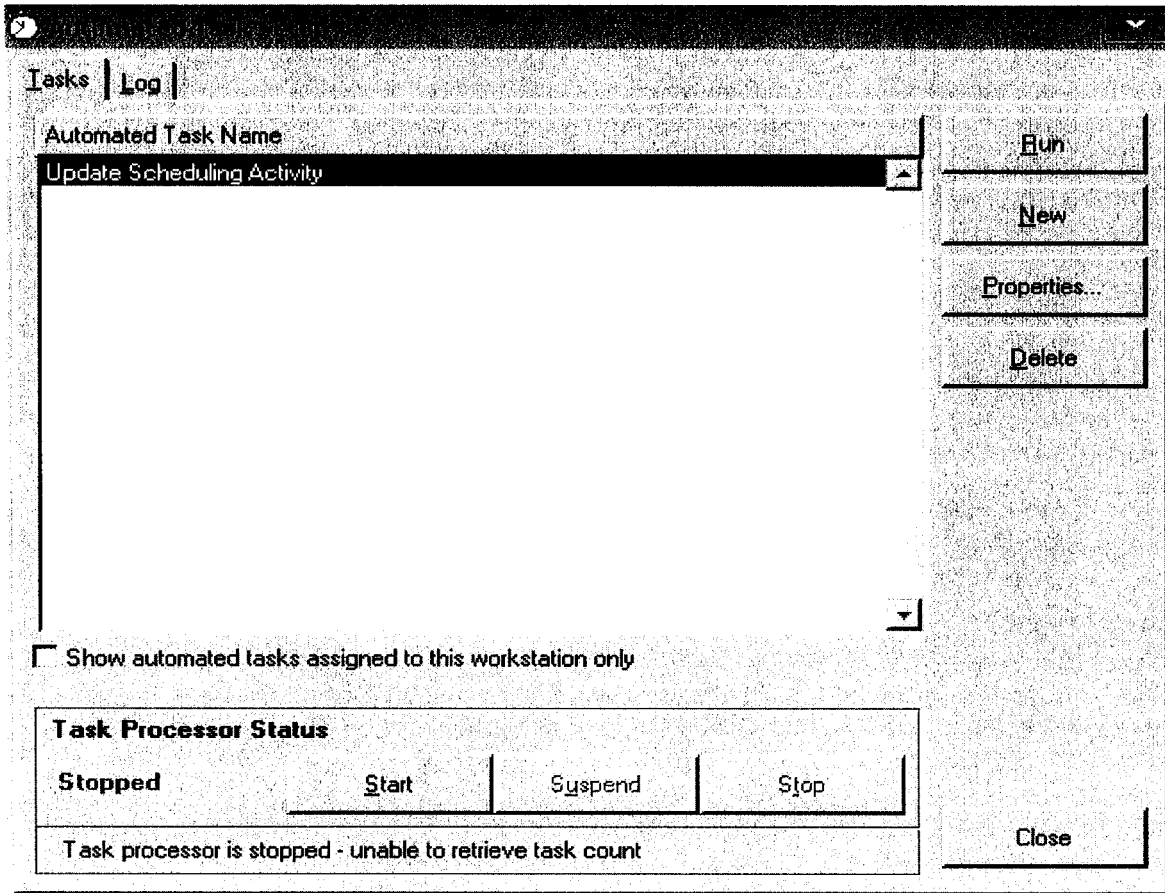
Filtering... New... Edit Delete Print Close

May 2019							Thu May 2, 2019		
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Start	End	Description
			1	2	3	4	05/02/2019 06:23:06	05/02/2019 06:46:24	#19-0017064: Rescue, EMS incident, other - 6717 S PADRE ISLAND DR EB
							05/02/2019 08:00	05/02/2019 10:00	Station FP, Shift 4, Unit F806: INSPECTION - Certificate of Occupancy - PEDIATRIC CLINIC - 1504 WALDRON RD /CORPUS CHRISTI, TX 78414 Inspector: GOSSON, DONIEL
							05/02/2019 08:57:13	05/02/2019 09:30:41	#19-0017082: Rescue, EMS incident, other - 1701 THAMES DR /18+
							05/02/2019 10:30	05/02/2019 10:55	Station FP, Shift 4, Unit F806: INSPECTION - Extinguishing System - CCISD MOODY HIGH SCHOOL - 1818 TROJAN DR Inspector: GOSSON, DONIEL
							05/02/2019 10:52:30	05/02/2019 11:09:23	#19-0017098: Medical assist, assist EMS crew - 4229 S PADRE ISLAND DR EB
							05/02/2019 11:20	05/02/2019 11:50	Station FP, Shift 4, Unit F806: INSPECTION - General - CITY BAKERY - 808 S 19TH ST. Inspector: GOSSON, DONIEL
							05/02/2019 11:37:42	05/02/2019 12:00:52	#19-0017103: Medical assist, assist EMS crew - 5518 LIPES BLVD /305 [Quality Checked]
							05/02/2019 14:00	05/02/2019 14:30	Station FP, Shift 4, Unit F806: INSPECTION - Extinguishing System - DEL MAR RESTAURANT MANAGEMENT BUILDING - 4101 OLD BROWNSVILLE RD /CORPUS CHRISTI, TX 78405 Inspector: GOSSON, DONIEL
							05/02/2019 15:25:32	05/02/2019 15:48:16	#19-0017130: Medical assist, assist EMS crew - 3509 HWY 358 FWY EB
							05/02/2019 18:40:03	05/02/2019 19:03:26	#19-0017160: Rescue, EMS incident, other - 4513 S STAPLES ST /104
							05/02/2019 20:34:46	05/02/2019 21:06:52	#19-0017174: Rescue, EMS incident, other - 5226 TARTAN DR
							05/02/2019 22:30:27	05/02/2019 23:01:42	#19-0017187: Medical assist, assist EMS crew - 305 ROSEBUD AVE [Quality Checked]

Use Selected Calendar Date

Requery 8 0 0 0 0 0 4 0 0

Filtering Shift Times Options New... Edit Delete Print Close



Last: [REDACTED] First: [REDACTED] Middle: STEVE Suffix: ... Staff ID: 2435 Alternate ID: [REDACTED]

Basic | **Contacts** | Activities | Training | Additional Records | Notes | Other...

Residence Address
 Street: [REDACTED] Miles to Station: 0.00
 City: CORPUS CHRISTI State: TX ZIP Code: 78411

FDID: [REDACTED] EMS Service#: [REDACTED] Station: [REDACTED] Shift: [REDACTED]
 Unit: [REDACTED] Rank: [REDACTED] Effective Date: 10/12/1987
 Status: RE Retired Effective Date: 01/10/2016

Date of Birth: 07/12/1957 Hire Date: 09/07/1982 Adjusted Hire Date: [REDACTED] End Service Date: 01/10/2016 Career/Volunteer: 1 Career
 Current Age: 61 Years of Service: 33.34

Other Stations

Code	Description

Phone Numbers

Type	Phone Number	Extension
HM	361-999-9999	

[Navigation icons] [New] [Browse] [Save] [Delete] [Print...] [Cancel]

Last: [REDACTED] First: [REDACTED] Middle: STEVE Suffix: ... Staff ID: 2435 Alternate ID: [REDACTED]

Basic | **Contacts** | Activities | Training | Additional Records | Notes | Other...

Sequence	Name/Title	Type	Phone	Emgcy Cont
1	VALDEZ, [REDACTED]	SPSE	361-999-9999	Y
2	SALINAS, [REDACTED]	2EMER	956- [REDACTED]	Y

2 Staff Contacts records listed [Navigation icons] [Add] [Open] [Delete]

[Navigation icons] [New] [Browse] [Save] [Delete] [Print...] [Cancel]

The screenshot displays a software application window with a header bar containing the year '2019'. Below the header, there are fields for 'Occupancy Name', 'Occupancy ID' (6358SPID), 'Station', and 'Property ID'. A navigation menu includes 'Address', 'Building', 'Owners & Contacts', 'Inspections & Activities', 'Additional Records', 'Notes', 'PH Sketch', and 'Other...'. An 'FDID' field is also present. A table with two columns, 'Required' and 'Completed', is visible, with checkboxes in each cell. A modal window is open over the table, titled 'Basic | Other'. It contains a 'Date' field (02/21/2019) and a 'Time' field (15:18). A checkbox labeled 'Require occupancy administrative rights to view' is present. The 'Code' field contains '6358SPID' and a message: 'Occupancy Name or Building Information has Changed'. The 'Notes' field contains the text: 'Name changed from TEXAS EXCELLENCE to TEXAS EXCELLENCE'. At the bottom of the modal window are buttons for 'New', 'Save', 'Delete', and 'Close'. The main application window also has a bottom toolbar with 'New', 'Browse', and 'Save' buttons.

**Corpus Christi Fire Department
Daily Readiness Report
(Fire Apparatus)**

Station # _____ Unit # _____ Company # _____ Saturday's Odometer: _____

Next Service Hrs. _____ Saturday's Hr. Meter: _____

Date marked above each day								RFM #
	Sun	Mon	Tue	Wed	Thur	Fri	Sat	
1. Service Sticker Checked								
2. Vehicle Inspection Sticker Checked								
3. Fuel (3/4 or above)								
4. Engine Oil Level								
5. Radiator Water Level								
6. Engine Drive Belts – Inspect for excess Wear								
7. Power Steering Fluid Level								
8. Auto Transmission Fluid Level								
9. Primer Pump Checked & Oil Reservoir level								
10. Booster Tank Water Level								
11. Battery Water Level & Clean Cables								
12. Tires (Check Wear and Pressure)								
13. Lights (Emergency, Clearance, Flood, etc.)								
14. Horn & Siren								
15. Brakes & Air System Checked								
16. Bleed All Air Tanks								
17. Cab Instrumentation (Gauges)								
18. Pump Engagement								
19. Pump Panel Gauges								
20. Intake & Discharge Outlets								
21. Intake & Discharge Levers								
22. Wipers								
23. Windshield & Windows (Cracks & Dings)								
24. All Door Operations (Opening & Closing)								
25. Gas powered Equipment (Run daily)								
26. Body Condition & Cleanliness								
27. SCBA SEMS device checked for Operation								
28. Engineers Initials								
29. Captains Initials								
30. Battalion Chiefs Initials								

Use the back of this form for comments

Under the daily columns, mark with an "OK" or an "X". Explain any item marked with an "X" indicating the corresponding number and the problem. Follow up with a RFM and notify the Battalion Chief. Any tools that are missing, report to the Battalion Chief so they can forward to Support Services.

If any fluids are added to the unit then a RFM must be put in.

**Corpus Christi Fire Department
Daily Readiness Report
(EMS Units)**

Station # _____ Unit # _____ Medic _____ Saturday's Odometer: _____

Next Service Hrs. _____ Saturday's Hr. Meter: _____

Date marked above each day	Sun	Mon	Tue	Wed	Thur	Fri	Sat	RFM #
1. Service Sticker Checked								
2. Vehicle Inspection Sticker Checked								
3. Fuel (3/4 or above)								
4. Engine Oil Level								
5. Radiator Water Level								
6. Fan Belt – Inspect for excess Wear								
7. Power Steering Fluid Level								
8. Auto Transmission Fluid Level								
9. Battery Water Level & Clean Cables								
10. Tires (Check Wear and Pressure)								
11. Lights (Emergency, Clearance, Flood, etc.)								
12. Horn & Siren								
13. Brakes System Checked								
14. Cab Instrumentation (Gauges)								
15. Windshield Wipers / Washer Fluid								
16. Windshield & Windows (Cracks & Dings)								
17. All Door Operations (Opening & Closing)								
18. Generator Checked (Run daily)								
19. Body Condition & Cleanliness								
20. Vehicle Tools Inventory								
21. Medical Equipment Checked								
22. Medical Supplies Checked								
23. SCBA SEMS device checked for Operation								
24. Driver's Initials								
25. Captains Initials								
26. 623's Initials								

Use the back of this form for comments

Under the daily columns, mark with an "OK" or an "X". Explain any item marked with an "X" indicating the corresponding number and the problem. Follow up with a RFM and notify the Battalion Chief. Any tools that are missing, report to the Battalion Chief so they can forward to Support Services.

If any fluids are added to the unit then a RFM must be put in.

**CORPUS CHRISTI FIRE DEPARTMENT
WEEKLY MEDIC UNIT INVENTORY
Front Line and 1-B Only**

DATE: _____

UNIT DESIGNATION: M -UNIT# 55

INVENTORIED BY: _____

CAPTAIN: _____

AIRWAY BAG

- 1 ADULT BVM
- 1 Each BP CUFFS: ADULT / THIGH
- 1 STETHOSCOPE
- 1 LARYNGOSCOPE HANDLE
- 1 EACH INTUBATION BLADES
MILLER 4 & MAC 4
- 1 EACH ET TUBE: 6, 7, 7.5, 8, 8.5, 9
- 1 EACH KING TUBE: 3, 4, 5
- 1 ADULT TUBE HOLDER
- 1 ADULT ETCO2 DETECTOR
- 1 ADULT STYLET
- 1 BOUGIE TRACHEAL TUBE INTRO
- 1 LARGE MAGILL FORCEPS
- 1 ALUMINUM O2 "D" CYLINDER W/ REG.
- 1 O2 WRENCH
- 1 SET ADULT ORAL AIRWAYS
- 1 10 CC SYRINGE
- 1 HAND SUCTION
- 1 BULB SYRINGE
- 2 TONGUE DEPRESSORS
- 1 ROLL TRANSPORE TAPE
- 1 2" ROLL CLOTH TAPE
- 1 NASAL CANNULA
- 1 NON-REBREATHER
- 1 NEBULIZER SETUP
- 1 ADULT AEROSOL MASK
- 1 CHEST DECOMPRESSION KIT
- 2 AMMONIA CAPSULES
- 1 AD PULSE OXIMETER (if not on monitor)
- 1 EACH CPAP Mask S,M,L

TRAUMA BAG

- 1 BANDAGE SHEARS
- 1 PENLIGHT
- 1 B/P CUFF - ADULT
- 1 STETHOSCOPE
- 2 NS 1000 ML
- 2 MAXI DRIP SETS
- 6 START PAKS
- 4 EACH 16,18,20 G. ANGIOS
- 2 22 GAUGE ANGIOS
- 2 24 GAUGE ANGIOS
- 2 TONGUE DEPRESSORS
- 5 VASELINE® GAUZE
- 3 4X4 TRAYS (BOATS)
- 5 4X4 SINGLES
- 5 2X2 SINGLES
- 2 STERILE DRESSINGS
- 2 MULTI -TRAUMA DRESSINGS
- 4 2" KLING
- 3 KERLIX™
- 4 TRIANGULAR BANDAGES
- 1 TOURNIQUET
- 2 1" TRANSPORE TAPE
- 2 2" CLOTH TAPE ROLLS
- 1 RING CUTTER
- 1 BOX ADULT BANDAIDS
- 2 COLD PACKS
- 1 BOTTLE ALCOHOL
- 1 BOTTLE PAPAIN MEAT TENDERIZER
- 2 SHUR CLENS® WOUND CLEANSER
- 2 ROLLS COBAN™

SUCTION or AIRWAY BAG

- 1 PORTABLE SUCTION W/ TUBING
- 1 YANKAUER TIP
- 1 #6 or #8 FRENCH CATHETER
- 1 #14 or #18 FRENCH CATHETER
- PEDIATRIC BAG**
- 1 BROSELOW TAPE or PEDI SLIDE
- 1 SET PEDI ORAL AIRWAYS
- 1 EACH BVM: CHILD & INFANT
- 1 PEDI LARYNGOSCOPE HANDLE
- 1 INTUBATION BLADE EACH
MILLER 0, 1, 2, 3,
MAC 2, 3
- 1 PEDI STYLET
- 1 SMALL MAGILL FORCEPS
- 1 EACH ET TUBE: 3, 3.5, 4
- 2 TONGUE DEPRESSORS
- 1 PEDI ETCO2 DETECTOR
- 1 MECONIUM ASPIRATOR
- 1 PEDI TUBE HOLDER
- 1 #6 or #8 FRENCH CATHETER
- 1 #14 or #18 FRENCH CATHETER
- 1 BULB SYRINGE
- 2 1CC SYRINGE
- 3 18 GAUGE HYPO (DRAW) NEEDLES
- 1 INFANT O2 MASK
- 1 PEDI O2 MASK
- 1 PEDI AEROSOL MASK
- 1 INFANT B/P CUFF
- 1 CHILD B/P CUFF
- 1 STETHOSCOPE
- 4 PREFILLED SALINE FLUSHES
- 2 NS 100 ML
- 2 MINI DRIP SET
- 2 START PAKS
- 2 I-PADS
- 2 of each size angios
20, 22, 24 GAUGE
- 1 ROLL 1" TRANSPORE TAPE
- 6 2X2 SINGLES
- 4 4X4 SINGLES
- 10 PEDI BANDAIDS
- 2 PEDI IV BOARDS
- 1 #5 FR FEEDING CATHETER

TRIAGE BAG

- 1 EACH TRIAGE TAPE:
GREEN, YELLOW, RED, BLACK
- 25 TRIAGE CARDS
- 1 TRIAGE BELT
- 1 CLIPBOARD

EZ-IO KIT

- 1 EACH EZ-IO® NEEDLE: 45, 25 & 15MM
- 1 EZ-IO® DRIVER

DIAGNOSTIC EQUIPMENT

- 1 CARDIAC MONITOR w/
2 ADULT HANDS FREE PADS
1 PEDI HANDS FREE PADS
5 6-PK. ADULT ELECTRODES
5 4-PK. ADULT ELECTRODES
12 PEDI ELECTRODES
2 in line ETCO2 DETECTORS

MEDICATIONS IN MED BOX

- *Replace meds within 30 days of exp. date.**
- 1 ACETAMINOPHEN BOTTLE 500mg
 - 1 ACETAMINOPHEN ELIXIR 160mg/5ml
 - 3 ADENOSINE 6mg / 2ml
 - 3 ALBUTEROL 3ml / .083%
 - 4 AMIODARONE 150mg/3ml
 - 1 ASPIRIN BOTTLE 81mg / tablet
 - 2 ATROPINE 1mg / 10ml
 - 1 CA GLUCANATE 10% IV 1gm/10ml
 - 1 CA GLUCANATE 2.5% GEL 25gm / tube
 - 1 DEXTROSE 50% 25gm / 50ml
 - 2 DIAZEPAM (Vallium®) 10mg tubex
 - 1 DIPHENHYDRAMINE (Benadryl®) 50mg/1ml
 - 1 DOPAMINE 200mg / 5ml
 - 1 EPI 1:1000 1mg / 1ml
 - 3 EPI 1:10,000 1mg / 10ml
 - 1 FUROSEMIDE (LASIX®) 40mg / 4ml
 - 1 GLUCAGON 1mg/ml
 - 1 GLUCOSE PASTE 15 grams
 - 1 LABETALOL (Normodyne) 20mg / 4ml
 - 2 LIDOCAINE 100mg / 5ml
 - 1 MAGNESIUM SULFATE 50% 5gm/10ml
 - 1 METHYLPRED (Solu-Medrol®) 125mg/3ml
 - 2 MIDAZOLAM (Versed®) 5mg/5ml
 - 2 MORPHINE SULFATE 10mg / 2ml
 - 2 NALOXONE (Narcan®) 2mg / 2ml
 - 1 NITROSTAT SPRAY 0.4mg / m. dose
 - 1 ONDANSETRON (Zofran®) 4mg/2ml
 - 1 SODIUM BICARB 50meq / 50ml
 - 1 TRANEXAMIC ACID (TXA) 1000mg/10ml

MED BOX SUPPLIES

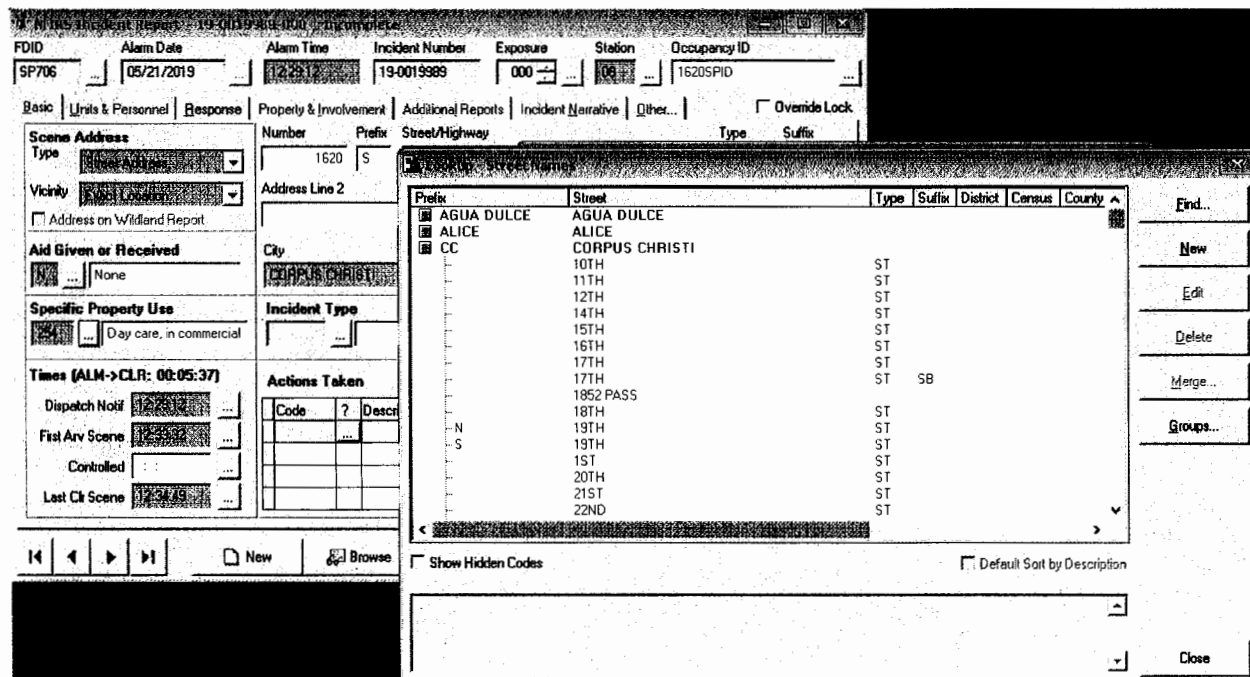
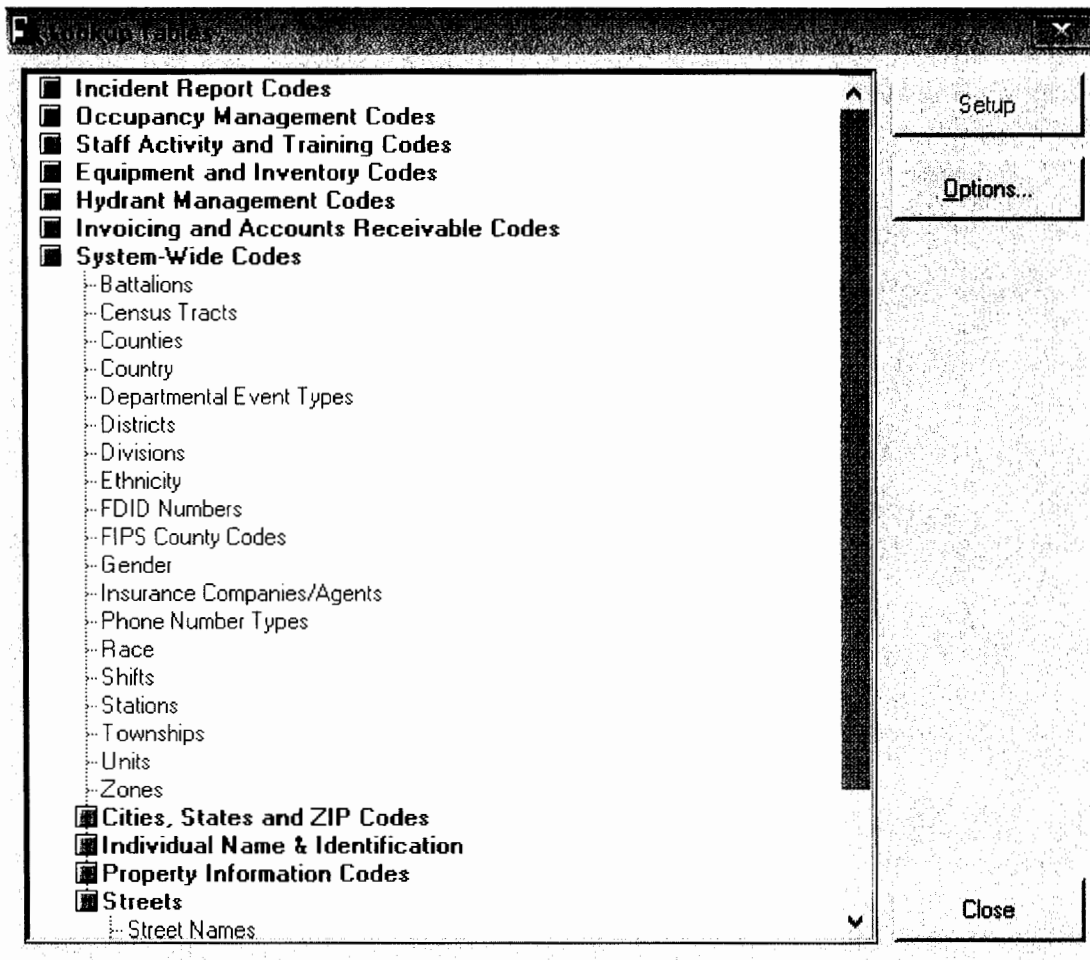
- 1 GLUCOMETER
- 1 BOTTLE GLUCOMETER STRIPS
- METER CHECK PERFORMED**
- 10 LANCETS
- 1 THERMOMETER WITH COVERS
- 10 BANDAIDS
- 6 I-PADS
- 10 MEDICATION LABELS
- 1 CARPOJECT OR TUBEX INJECTOR
- 2 NS 500 ML
- 1 EACH DRIP SET: MINI & MAXI
- 6 START PAKS
- 10 ALCOHOL PREPS
- 3 EACH NEEDLES: 18, 21 or 22 GAUGE
- 4 PRE-FILLED SALINE FLUSHES
- 2 1 CC SYRINGE
- 2 10 CC SYRINGE
- 3 16 GAUGE ANGIOS
- 6 EACH SIZE ANGIOS: 18, 20, 22
- 1 ROLL TRANSPORE TAPE
- 4 MUCOSAL ATOMIZATION DEVICES (MAD)

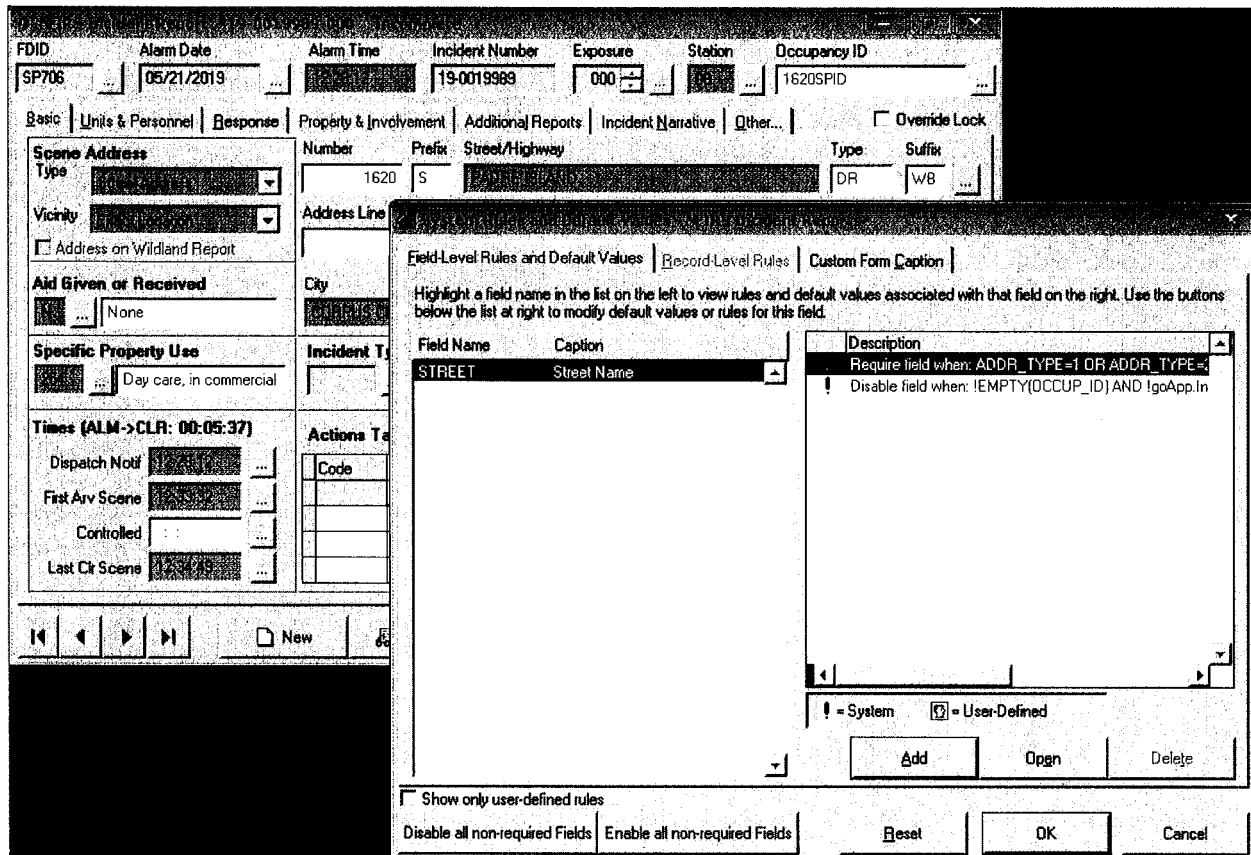
CAB

- 1 TOUGHBOOK
- 1 PAIR BINOCULARS
- 2 FLASHLIGHTS
- 1 HAZMAT GUIDE
- 1 BOX EXAM GLOVES

Revised: March 12, 2018

Line 40, Number 3





FDID: SP706 Alarm Date: 06/21/2019 Alarm Time: Incident Number: 19-0019989 Exposure: 000 Station: Occupancy ID: 1620SPID

Basic Units & Personnel

Units

Unit	Name
M8	MEDIC 8
M10	MEDIC 10

2 Unit records listed

Personnel

Staff ID	Name

0 Personnel records listed

Unit Code: Resource Type

Response Code: Emergency

Times (NOTIF->IN SVC: 00:00:4)

Unit Notified: Unit Enroute: Canceled: Arrived at Scene: Cleared: Back in Svc: Back at Home:

Code	Descript	Type	Ems Type	Fdid
U5	UTILITY VEHICLE 5	00		SP706
ADM	ADMINISTRATION			
ANNAV	ANNVILLE			
-AV700	ENGINE 700	11		SP502
-E71	ENGINE 71	11		SP502
-M71	MEDIC 71	76		SP502
-M72	MEDIC 72	76		SP502
EMS	EMERGENCY MEDICAL SERVICES			
FB	FLOUR BLUFF			
-E94	ENGINE 94	11		SP508
-E95	ENGINE 95	11		SP508
-FBFD	FLOUR BLUFF SUPERVISOR	92		SP508
FP	FIRE PREVENTION			
LEPC	LOCAL EMERGENCY PLANNING COMMITTEE			
LOGIST	LOGISTICAL SUPPORT			
NAVY	NAVY			
-NAVY1	ENGINE	11		SP706
-NAVY2	CHIEF SUPERVISOR	92		SP706
-NAVY3	TRUCK	12		SP706
-NAVYM1	MEDIC UNIT	70		SP706

Show Hidden Codes: Default Sort by Description

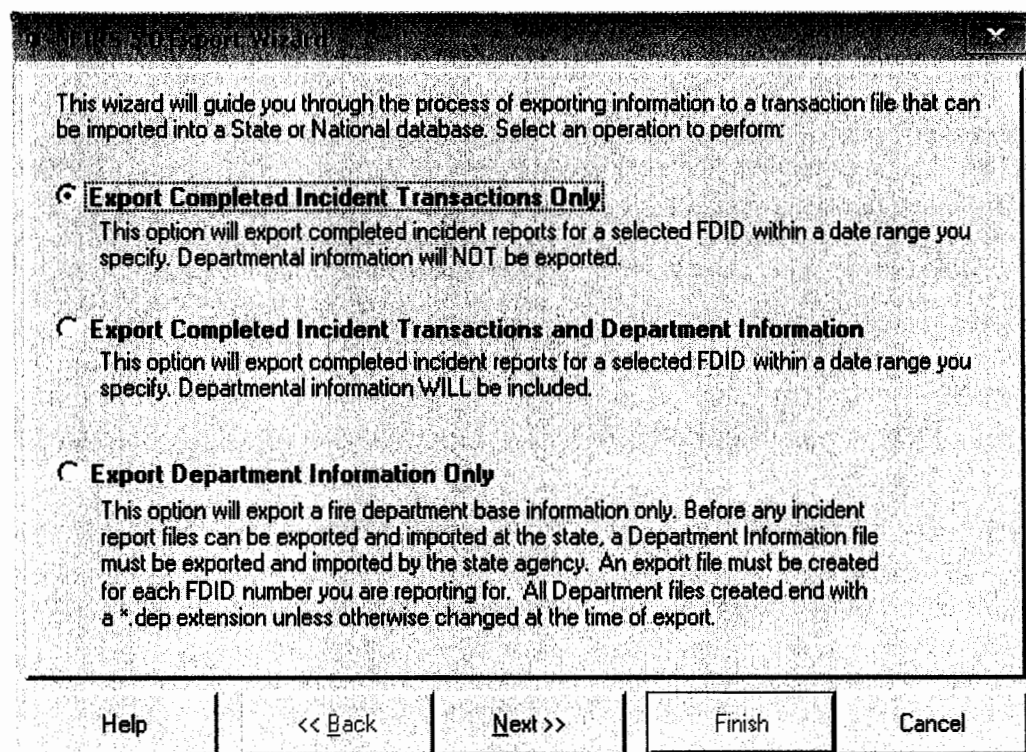
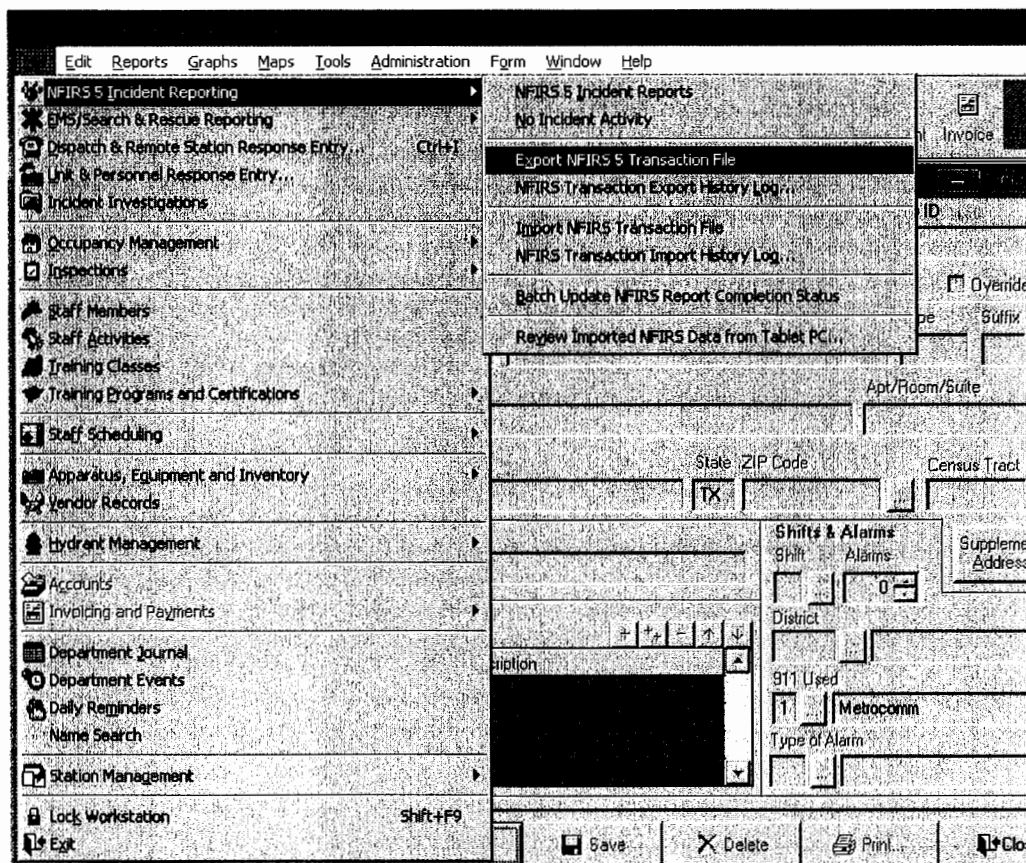
OK Cancel

Select a Query

List NFIRS Incidents by Alarm Date New Query Query Properties...

Inci Num	Exp	Alm Date	Alm Time	Stn	Inci Type	Address	Description
19-0020041	0	05/21/2019	16:42:10	03		6629 WOOLDRIDGE RD	
19-0020040	0	05/21/2019	16:40:43	08		2145 KAREN DR	
19-0020039	0	05/21/2019	16:26:53				
19-0020038	0	05/21/2019	16:26:43	15		15937 SAN FELIPE DR	
19-0020037	0	05/21/2019	16:25:49	10		HWY 286	
19-0020036	0	05/21/2019	16:21:16	11		4710 EVERHART RD	
19-0020034	0	05/21/2019	16:20:24	07	622	OCEAN DR	No Incident found on arrival at dispatch a
19-0020035	0	05/21/2019	16:20:13	01		546 SCOTT DR	
19-0020032	0	05/21/2019	16:15:04	05		1301 ANTELOPE ST	
19-0020033	0	05/21/2019	16:14:47	17		7018 CHISWICK DR	
19-0020031	0	05/21/2019	16:09:19	06		4713 COVENTRY LN	
19-0020029	0	05/21/2019	15:54:14	03		2002 MORGAN AVE	
19-0020030	0	05/21/2019	15:53:32	11		100 BUCCANEER DR /D	
19-0020028	0	05/21/2019	15:53:26	08		5201 KOSTORYZ RD	
19-0020027	0	05/21/2019	15:51:09	09		430 VAN CLEVE DR	

All Applicable Records 60,000 Records/9 Selected Options... OK Cancel



F

Limit Display to items involving

Stations(s) Shift(s) Unit(s)

[] ... [] ... [E3] ...

Staff Member(s)

[] ... []

Hide items with no Station set

Hide items with no Shift set

Hide items with no Unit set

Hide items with no Staff set

Clear Filter Apply Filter Close

May 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Use Selected Calendar Date

Filtering Shift Times Options

Tue May 21, 2019

Start	End	Description
05/21/2019 07:57:50	05/21/2019 08:16:13	#19-0019947 - 2928 MORRIS ST
05/21/2019 08:13:06	05/21/2019 08:47:58	#19-0019949 - SABINAS ST
05/21/2019 09:55:58	05/21/2019 10:14:04	#19-0019962 - 3829 DAVID ST 58
05/21/2019 12:48:25	05/21/2019 13:16:43	#19-0019995 - 134 CLEMMER ST
05/21/2019 15:12:21	05/21/2019 15:30:44	#19-0020022 - 721 WEST POINT RD
05/21/2019 15:45	05/21/2019 16:00	Station FP, Shift 4 : CONSULTATION - General - ARA'S SEAFOOD AND STEAKS - 6917 S STAPLES ST /CORPUS CHRISTI, TX 78414 Inspector: MARTINEZ, DAVID

Requesty 5 0 0 0 0 0 1 0 0

New... Edit Delete Print Close

Line 61, Number 1

Select the data table for which you want to edit or view system rules

Inc_fign	Fire - Factors Contributing to Ignition
Inc_fhf	Fire - Human Factors Contributing to Ignition
Inc_fsup	Fire - Suppression Factors
Inc_stru	Structure Fire Reports
Inc_ccas	Civilian Casualty Reports
Inc_cchf	Civilian Casualty - Human Factors Contributing to Ignition
Inc_ccf	Civilian Casualty - Factors Contributing to Ignition
Inc_icas	Fire Service Casualty Reports
Inc_iceq	Fire Service Casualty - Equipment Failures
Inc_loss	Property Loss and Value
Inc_insu	Insurance Information
Inc_haz	HazMat Reports
Inc_hact	HazMat - Actions Taken
Inc_hmat	HazMat - Materials Released
Inc_hrf	HazMat - Factors Contributing to Release
Inc_hmf	HazMat - Factors Affecting Mitigation
Inc_wild	Wildland Fire Reports
Inc_wcrp	Wildland Fire - Primary Crops Burned
Inc_wthr	Weather Conditions
Inc_wign	Wildland Fire - Factors Contributing to Ignition
Inc_wsuf	Wildland Fire - Fire Suppression Factors
Inc_whf	Wildland Fire - Human Factors Contributing to Ignition
Inc_ars	Investigation Reports
Inc_amot	Investigation - Suspected Motivations
Inc_ainv	Investigation - Apparent Group Involved
Inc_ainf	Investigation - Other Investigative Factors
Inc_aobs	Investigation - Initial Observations
Inc_alab	Investigation - Laboratories Used
Inc_aevi	Investigation - Evidence Collected

Field-Level Rules and Default Values | Record-Level Rules | Custom Form Caption

Highlight a field name in the list on the left to view rules and default values associated with that field on the right. Use the buttons below the list at right to modify default values or rules for this field.

Field Name	Caption	Description
STRU_TYPE	Structure Type	Require field when: INLIST(LEFT(STRU_TYPE,1),'1','2')
BLDG_STAT	Building Status	Disable field when: !EMPTY(IncidentRecord.Occup_Id)
FLOORS_ABOVE	Floors Above	
FLOORS_BELOW	Floors Below	
BLDG_LEN	Building Length	
BLDG_WIDTH	Building Width	
TOTAL_AREA	Total Area	
FLOOR_ORIGIN	Floor Origin	

Require field always

Require field when the following expression evaluates to true

INLIST(LEFT(STRU_TYPE,1),'1','2') AND FLOORS_BELOW = 0

Close

Open Delete

Show only user-defined rules

Disable all non-required Fields Enable all non-required Fields

Reset OK Cancel

Appendix P

RMS Scheduling Module Request:

On-Duty Daily Staff list section:

Staff ID	Name	Act Code	Role(s)	Position	Start Time	Hours	All Shift	Normal Shift	Start Date	End Date	End Time
Working Staff on Duty											
Station 01											
Unit E1 (1 ACTC, 1 ACTD, 3 total personnel) (1 FF, 2 LM, 3 total personnel)											
11789	SCANLAN, GARRETT T	ACTC	ACTC	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
8571	SHELBY, NICHOLAS C	ACTD	ACTD	FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Unit M1 (1 ACTE, 2 total personnel) (1 FF, 1 LM, 2 total personnel)											
10636	PENA, HERMILO	ACTE	ACTE	FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
7552	WARD, BRYAN K	OD		LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Unit T1 (1 ACTC, 3 total personnel) (1 EN, 1 FF, 1 LM, 3 total personnel)											
2591	RODRIGUEZ, ANTHONY	OD		EN	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
13872	SHICK, CASEY L	OD		FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
6000	YANEZ, ALONZO	ACTC	ACTC	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Station 02											
Unit L2 (1 ACTD, 3 total personnel) (1 FC, 1 FF, 1 LM, 3 total personnel)											
2392	CORDOVA, RAY J	OD	ACTD	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
4151	PINKERTON, MICHAEL S	OD		FC	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
10640	RENKEN, ERIC L	OD		FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Unit M2 (2 LM, 2 total personnel)											
4141	DENTON, JAMES R	OD		LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
8589	PIERCE, BRENDAN S	OD		LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00

(Staff ID, Name, Activity Code, Role, Position, Start Time, Hours, All Shift or Not, Is It Normal Shift, Start Date, End Date and End Time)

Stations listed

Units by Stations

Personnel by Units

All Staff as normally assigned list section:

Staff ID	Name	Act Code	Role(s)	Position	Start Time	Hours	All Shift	Normal Shift	Start Date	End Date	End Time
All Involved Staff											
Station 01											
Unit E1 (1 ACTC, 1 ACTD, 3 total personnel) (1 FF, 2 LM, 3 total personnel)											
8530	GONZALEZ, JOSE	FF		FF	08:00:00	24	No	No	05/16/2019	05/17/2019	08:00:00
2443	NEDRY, BELET WAYNE	EN		EN	08:00:00	24	No	No	05/16/2019	05/17/2019	08:00:00
11789	SCANLAN, GARRETT T	ACTC	ACTC	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
8571	SHELBY, NICHOLAS C	ACTD	ACTD	FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
10710	VALADEZ, DAVID R	FF		LM	08:00:00	24	No	No	05/16/2019	05/17/2019	08:00:00
2392	CORDOVA, RAY J	OD	ACTD	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Unit M1 (1 ACTE, 2 total personnel) (1 FF, 1 LM, 2 total personnel)											
10636	PENA, HERMILO	ACTE	ACTE	FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
7552	WARD, BRYAN K	OD		LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Unit T1 (1 ACTC, 3 total personnel) (1 EN, 1 FF, 1 LM, 3 total personnel)											
6000	YANEZ, ALONZO	ACTC	ACTC	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
2591	RODRIGUEZ, ANTHONY	OD		EN	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
13872	SHICK, CASEY L	OD		FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Station 02											
Unit L2 (1 ACTD, 3 total personnel) (1 FC, 1 FF, 1 LM, 3 total personnel)											
7526	ALVARADO, GILBERTO	VAC		EN	08:00:00	24	No	No	05/16/2019	05/17/2019	08:00:00
2392	CORDOVA, RAY J	OD	ACTD	LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
4151	PINKERTON, MICHAEL S	OD		FC	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
10640	RENKEN, ERIC L	OD		FF	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
Unit M2 (2 LM, 2 total personnel)											
4141	DENTON, JAMES R	OD		LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00
8589	PIERCE, BRENDAN S	OD		LM	08:00:00	24	Yes	Yes	05/16/2019	05/17/2019	08:00:00

(Staff ID, Name, Activity Code, Role, Position, Start Time, Hours, All Shift or Not, Is It Normal Shift, Start Date, End Date and End Time)

Stations listed

Units by Stations

Description	Investigation ID	FDID	Alarm Date	Incident Number
	11320002	SP706	05/02/2019	19-0017168

Basic | Referrals | Evidence | Photos | Fire/Arson | Leads/Involvements | Scene | Activities | Narrative | Other

Start Date	Case Status	Status Date	Compl	Linked Investigations
05/02/2019	2 Investigation closed	05/13/2019	<input type="checkbox"/>	

Code	Description
F810	Johnson, D. D.

Code	Description
N	None

Code	Description
4	Doors unlocked

Code	Description
1A	No Involvement

Navigation: [Back] [Forward] [New] [Browse] [Save] [Delete] [Print...] [Close]

Investigation: 11320002, 37 Apr 19340

Description	Investigation ID	FDID	Alarm Date	Incident Number
11320002, 37 Apr 19340	11320002	SP706	05/02/2019	19-0017168

Basic | Referrals | Evidence | Photos | Fire/Arson | Leads/Involvements | Scene | Activities | Narrative | Other

Extent of Fire Involvement on Arrival	3 Flame and smoke showing				
Property Ownership	1 Private				
Availability of Material First Ignited	U1 N/A Accidental Fire				
Entry Method	001 N/A - Accidental Fire				
Incendiary Methods/Devices	Container: NN1 N/A Accidental Fire Delay Device: NN1 N/A Accidental Fire Fuel: NN1 N/A Accidental Fire				
Suspected Motivation Factors	<input type="checkbox"/> Unknown <table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>N/A - Accidental Fire</td> </tr> </tbody> </table>	Code	Description	001	N/A - Accidental Fire
Code	Description				
001	N/A - Accidental Fire				
Apparent Group Involvement	<input type="checkbox"/> None <input type="checkbox"/> Unknown <table border="1"> <thead> <tr> <th>Code</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>N1</td> <td>N/A - Accidental Fire</td> </tr> </tbody> </table>	Code	Description	N1	N/A - Accidental Fire
Code	Description				
N1	N/A - Accidental Fire				
<input type="checkbox"/> Person involved in ignition of fire was a child or juvenile under the age of 18.					

Navigation: [Back] [Forward] [New] [Browse] [Save] [Delete] [Print...] [Close]

RMS ITEMS - SPECIAL SERVICES NEEDS

STAFF MANAGEMENT-

- A. Basic
 - 1. Name
 - 2. ID number
 - 3. Address
 - 4. Phone number
 - 5. DOB
 - 6. Hire date
 - 7. FIDO PIN
 - 8. EMS Reg #
 - 9. PID #
 - 10. FEMA SSID
 - 11. Rank
 - a. Effective date
 - 12. Status
 - a. Active/inactive
 - i. Effective date
 - b. Deceased
 - i. Effective date
 - c. Part time
 - i. Effective date
 - d. Retired
 - i. Effective date
 - e. Resigned
 - i. Effective date
 - f. Terminated
 - i. Effective date
 - g. Temporary
 - i. Effective date
 - h. Volunteer
 - i. Effective date
 - 13. Shift
 - 14. Station
 - 15. Unit
 - 16. Current Age
 - 17. Years of service
- B. Certifications/qualifications
 - a. Expirations > notifications of upcoming exp.
 - b. Sorting capability by certifications, rank, shift

c. Upload Certifications

****Ability to generate lists by

- Rank
- Seniority/promotional date/hire date
- Certification

TRAINING MODULE -

1. Class – bridge information to personnel information staff page
 - a. Description
 - b. Date/time
 - c. Location
 - d. Agency providing training (CCFD, TEEX, TDEM, etc.) Customizable.
 - e. Type of training (Fire, Medical, Hazmat, Rescue, Other)
 - f. Shift
 - g. Station
 - h. Hours
 - i. Method (Classroom, drill, online, etc.)
 - j. Attendees
 - k. Certificate Awarded – Upload Ability
2. Notes
3. ISO Categories
 - a. Night Drill (Yes or No)
 - b. Multi Company Drill (Yes or No)
 - c. Single Company Drill (Yes or No)
 - d. Auto Aid Training (Yes or No)
 - e. Driver Training (Yes or No)
 - f. New Driver Training (Yes or No)
 - g. Officer Training (Yes or No)
 - h. Company Training (Yes or No)
- 4. Casualty Report- during training**
 - a. Name
 - b. Gender
 - c. Age
 - d. Prior responses during previous 24 hours
 - e. Usual assignment
 - i. Suppression
 - ii. EMS
 - iii. Prevention

- iv. Training
- v. Administration
- vi. Logistics
- vii. Maintenance
- f. Physical Condition prior to injury
 - i. Rested
 - ii. Fatigued
 - iii. Ill or injured
 - iv. Other
- g. Severity
 - i. Report only
 - ii. First aid only
 - iii. Treated by physician, no lost time injury
 - iv. Moderate severity, lost time injury
 - v. Severe, lost time injury
 - vi. Life threatening, lost time injury
 - vii. Death
- h. Taken to
 - i. Hospital
 - ii. Doctor's office
 - iii. Morgue or funeral home
 - iv. Residence _____
 - v. Station or quarters
 - vi. Not transported
- i. Activity at time of injury
 - i. Driving or riding in vehicle
 - ii. Operating fire department apparatus
 - iii. Extinguishing fire or neutralizing incident
 - iv. Fireground activity/Suppression support
 - v. EMS/Rescue
 - vi. Station Activity/Training
- j. Injury
 - i. Primary symptom
 - ii. Primary area of body injured
 - iii. Cause of injury
 - iv. Factor contributing to injury
 - v. Object involved in injury
 - vi. Where injury occurred
 - vii. Relationship to structure
 - viii. Specific location
 - ix. Vehicle type

- x. Protective equipment contributed to injury
- k. Narrative

SAFETY & HEALTH –

1. Injuries

a. Location

- i. Fireground
- ii. Non-fire Incident scene
- iii. Responding to or from incident
- iv. Training
- v. Station activities

b. Type

- i. Burn
- ii. Smoke inhalation
- iii. Other respiratory
- iv. Burn and smoke inhalation
- v. Wound, cut, bruise
- vi. Dislocation, fracture
- vii. Heart attack or stroke
- viii. Strain, sprain, muscle pain
- ix. Thermal stress (Heat exhaustion, frostbite)
- x. Exposure to infectious disease
- xi. Other

c. Cause

- i. Exposure to fire products
- ii. Exposure to chemicals or radiation
- iii. Fall, jump, slip, trip
- iv. Overexertion, strain
- v. Contact with object
- vi. Struck by
- vii. Extreme weather
- viii. Other

d. Exposures

2. Light Duty/Lost time

a. Days/time

3. Vehicle Accidents

- a. Preventable
- b. Non-preventable
- c. Disciplinary action completed

**Nice to have - Tie injuries, light duty/lost time, & accidents to personal profile page

Attachment A-1
1 - Technical Proposal
2 - Demonstration Scoring Matrix

Fire RMS Business Requirements Matrix		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
A	General Requirements			
1	System will be capable of supporting NFIRS (current version and subsequent versions)	M	Y	
2	System will be capable of importing legacy records adhering to the NFIRS file formats	M	Y	
3	Integrated with Maximo, ESRI, Infor, CE Solutions and share at minimum, incident demographic and time data	E	M	FH can import and export data from other sources using import/export tool.
4	The system will allow the ability to attach documents including, but not limited to the following types: a. video b. pictures c. documents (spreadsheets, word docs, notepad, etc) d. PDFs	M	Y	
5	Fire incidents using data elements from NFPA 1710/1720 (Appendix A for details)	M	Y	
6	Department Leaders can access certain system level configurations and run data queries and reports based on records entered by their department	M	Y	
7	System must have an audit trail in order to show if any changes were made for quality assurance or legal purposes. Audit trail should: a. track b. capture c. display key-stroke entry level changes d. To include all changes made to any records, not just last update.	M	Y	
8	Software solution must work with any hardware including PCs, Laptops, Android and mobile devices with the exception of any devices that are unsecure.	E	Y	FH Cloud will work with Windows devices, iPad, and Adroid
9	Software must provide means to display administrative messages or notes entered and link to individual event records and/or users (e.g. internal messaging or notes) (Appendix B)	M	Y	
10	QC Reports for completeness and accuracy (NFIRS reports)	M	Y	
11	Electronic signatures for maintenance checkoffs and other items, such as permits, occupancy	E	Y	
12	Active Directory functionality	M	N	ESO has an active directory that controls PH logins
13	Scheduling system capable of viewing previous, current and future schedules with a task manager to create schedules (Appendix C)	M	Y	
14	Add and update department of employees certification. Notify department of certification nearing expiration date.	M	Y	
15	Add full employee information such as: a. Employee contact b. SSN c. Drive license number and expiration date d. Certification e. Notes f. Empl ID g. Rank (Appendix D)	M	Y	
16	Customize data and label fields	M	Y	
17	Historical data with import/export capabilities (Appendix E)	M	Y	
18	Create and customize dashboards (real-time)	E	N	Built-in reporting feature with queries and reports.

Priority

M = Must have

E = Expected to have

N = Nice to have

Y = Yes without modification

M = Yes with modification

N = Not available or included

Fire RMS Business Requirements		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
19	Search for record by: a. Date b. Address c. Name d. Incident # e. Etc	M	Y	
20	Capability to track and manage Fire equipment maintenance record on all: a. Apparatuses b. Equipment c. Inspection records; with due date, status, and maintenance inspections notes (history) d. Link maintenance records to inspections records. e. Perform inspections on a mobile environment (tablet, cell phone, etc..) f. Capability to trigger a scheduled maintenance and submit a workorder. g. Apparatus daily readiness report (Appendix F)	M	Y	Daily readiness report can be custom generated to populate items checked in a vehicle check.
21	Capability to track and manage fleet and vehicle maintenance: a. Automated vehicle system for maintenance on vehicle mileage/engine hours b. Schedule and submit a workorder c. Track fuel usage d. Inspection records; with due date, status, and maintenance inspections notes (history) e. Log all maintenance history records per vehicle f. EMS unit daily readiness report (Appendix G)	M	Y	Daily readiness report can be custom generated to populate items checked in a vehicle check.
22	Daily EMS Inventory real time capabilities interfaced with run reports. Bar Coding for inventory tracking.	M	N	Bar-coding is not a FH feature.
23	Weekly Medic Unit inventory and EMS supply lockers by station (Appendix H)	M	M	Consumable items may be tracked and a report built to show inventory.
B	System Requirements			
1	Allow tiered permissions for various access: a. to system settings b. agency settings c. data entry forms d. patient data e. print forms f. data analysis tools	M	Y	
2	System administrator ability to manage all users and control their ability to manage their profiles or add new users	M	Y	
3	System administrator ability to manage locations a. streets b. districts c. stations d. etc (Appendix I)	M	Y	
4	System administrator ability: a. manage and modify data entry forms b. selective dynamic display within the data entry form. and the dataset c. print layouts d. point-of-entry business rules (Appendix J)	E	Y	
5	System and department administrator ability to manage the display of other agencies at an incident. For instance, adding a unit from a different City that responded to the incident (Appendix K)	M	Y	
6	Define when incident is complete with time stamp and related status changes for administrative purposes	M	Y	
Priority	Export records to excel, PDF or print	M	Y	

M = Must have

E = Expected to have

N = Nice to have

Y = Yes without modification

M = Yes with modification

N = Not available or included

Fire RMS Business Requirements		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
8	Customizeable toolbars (shortcuts, favorites for reporting, queries or any screen and modify user view (user preferences)	M	Y	
9	Create system rules and default values - required fields	M	Y	
10	Select multiple items (streets) for any records (Appendix L)	M	Y	
11	Query tool with delivered queries and modifiable parameters	M	Y	
12	Reporting tool with delivered reports, includes modifiable parameters	M	Y	
C	Import / Export Requirements			
1	Interface with existing Integraph CAD (Computer Aided Dispatch) software v.9.3	M	Y	
2	Allow integration with data exported from CAD systems. The CAD system software vendor will provide an output file or other agreed upon secure method for the solution vendor to map and import	M	Y	
3	Vendor will have pre-established integrations and data relationships with the major CAD vendors to make this process more efficient for agencies to implement	M	Y	
4	Provide means to import to CAD, at minimum: -All Fire event times -Incident address, -Type of service requested, -Responding unit numbers and call signs -Incident numbers	M	Y	
5	CAD integration will have capacity to re-import data into a record as new data is added to the CAD record (for example, more times are added as the incident progresses) overwriting or updating the previous data.	M	Y	
6	CAD Data integration will be accessible to use by users with fixed devices (e.g. desktops) or mobile devices, provided the device is online	M	Y	
7	Import/Export reports, photos, records and attachments	M	Y	
8	Imports and Exports will be in compliance with NFIRS validations and data rules for import/export (Appendix M)	M	Y	
D	Journal			
1	Monthly activity tracker for any entry for a specific date to include: a. on/off feature b. NFIRS activities c. non-incident activities d. dept events e. training classes. f. occupancy inspections g. activities h. permits i. equipment maintenance j. testing. k. hydrant activities l. Filtering by: a. station b. shift c. units d. staff (Appendix N)	M	Y	
E	Data Entry			
1	Default values and make them read only or hidden with the value still part of the incident data. (e.g. all incidents are in the US) (Appendix O)	M	Y	
Priority	Limit provider ability to enter one value, but have that value autofill related values without letting them access the linked elements. For example, limiting users to only entering an incident zip code, which will autofill the incident city, county and state without letting the user access the auto filled fields to prevent conflicting or poor quality data.	M	Y	

M = Must have

Y = Yes without modification

E = Expected to have

M = Yes with modification

N = Nice to have

N = Not available or included

Fire RMS Business Requirements		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
3	Layout for online and mobile/offline data will be the same without needing to build the forms separately for each system	M	N	FH Cloud does not have off line capabilities.
4	System will have a dynamic sizing display that will be able to adjust to screen size changes with minimal effect on the layout displayed to the user	M	Y	
5	Where possible, any data entry buttons should be touch-friendly	E	Y	
6	Display of single or multi-select drop-down lists must accommodate popup on screen keyboards on tablets such that the keyboard does not obscure the drop down value list	M	Y	
7	Users should be able to navigate between elements in the data entry form using touch, mouse, or keyboard tabs and arrows	M	Y	
8	Data Entry form will clearly display elements and values that have an outstanding point-of-entry business rule to be resolved so users can quickly identify and resolve shortcomings	M	Y	
9	Incident form will provide display of the data entry and review status for administrative purposes (e.g. In Progress, Complete)	M	Y	
10	Incident form will provide easy interface to import CAD data	M	Y	
11	Incident form will provide means for agencies to create and apply localized custom fields.	M	Y	
12	Capability of adding narratives on all modules and narrative will be able to print on reports.	M	Y	
F	Scheduling (Appendix P)			
1	Manage personnel schedules	M	Y	
2	Daily schedules a. Employee roster. b. Station location c. Employee availability d. Per shift	M	Y	
3	Print daily schedule per: a. Employee roster. b. Station location c. Employee availability c. Per shift	M	Y	
4	Schedule crews with stations and/or apparatus	M	Y	
5	Schedule inspections	M	Y	
6	Schedule maintenance on equipment	M	Y	
7	List leave status	M	Y	
8	Create leave and payroll codes (customize codes)	M	Y	
9	Flexibility to add additional scheduling items, such as available for OT, out on leave, temp driver, etc.	M	Y	
G	Investigations			
1	Link investigations to incidents and locations	M	Y	
2	Maintain and access history of incidents and investigations attached to locations	M	Y	
3	Conduct and document investigations	M	Y	
4	Investigation report needs the following fields: a. referrals b. evidence c. leads d. scene e. activities f. Narrative Print capabilities of attachments (Appendix Q)	M	Y	
H	Inspections			

M = Must have
E = Expected to have
N = Nice to have
Y = Yes without modification
M = Yes with modification
N = Not available or included

Fire RMS Business Requirements

Req#	Requirement Description	Priority	Vendor Response	Comments
		M/E/N	Y/M/N	
1	Conduct various types of inspections such as life safety, building and occupancy based on NFIRS codes	M	Y	
2	Link inspections to incidents and locations	M	Y	
3	Perform inspections in the mobile environment	M	Y	
4	Inspector daily scheduling with inspections scheduled for the day by inspector	M	Y	
5	Inspection schedule interface to Office 365 calendar	N	Y N	
6	Cross validation to ensure no duplicate records in Occupancies	M	Y N	Verify thru 3rd party
7	Add new inspection codes	M	Y	
8	Merge occupancy CAD information into inspection records	M	Y	
I	Permits			
1	Track and manage all permits	M	Y	
2	Permits can be managed through the Fire RMS,	M	Y	
3	Manage permit fees, receipts, and adjustments through the City's payment gateway	M	N	Data elements may be captured in FH and exported to city's system
4	Users can print or email permits, receipts, and mailing labels	M	Y	no email, print Y
5	Maintain a record of historical permit information	M	Y	
6	System to provide pre-formatted permit reports	M	Y	
7	System to create various types of permits	M	Y	
J	Validations			
1	Point-of-entry validations/business rules must be able to trigger time conflict rules against the current time the record is being entered to prevent any time in the future being entered.	M	Y	
K	Printing			
1	System Administrator ability to: a. design, format and manage report printout b. create multiple formats	M	Y	
2	Document attachments and addendums can be printed as part of the primary printing based on the print layout design by the System administrator	M	M	Printed report will have to be modified to include applicable attachments such as pictures.
3	Print layout and design will allow for agency name, address and logo to be configured and automatically applied to a printing template	N	Y	
4	Print layout will provide means to configure a header and footer for each page such that incident information such as date, incident number, patient name can be displayed on each page of the record	E	Y	
L	Vehicle and Equipment Inventory Records			
1	Track specifications on the following- PPE, hose, SCBA, vehicles, pumps hoses, ladders (all items in inventory)	M	Y	
2	Vehicle maintenance records and requests with notifications of when vehicle due for maintenance	M	Y	
3	Usage/Purchased - date/time, code, quantity, cost, mileage, staff, description	M	Y	
4	Upload from a Valero fuel report (personell ID, re-fuel @ valero, unit number, fuel, etc)	N	M	Import (.csv, ASCII) will have to be created to add fuel info.
M	Occupancy: Fire Prevention			
1	Owners & Contacts	M	Y	
2	Inspections & activities	M	Y	
3	Add'l Fire service records - chem inv, hydrants, storage tanks, needed fire flows, permits, supplemental history	M	Y	
4	Capability of merging occupancies when address is same, must be able to keep all history when merging occupancies.	M	Y	
5	Tracking of occupancy statistics	M	Y	
N	Training Module (Appendix R)			
Priority	List classes with description, Date/Time, Location, etc	M	Y	

M = Must have

E = Expected to have

N = Nice to have

Y = Yes without modification

M = Yes with modification

N = Not available or included

Fire RMS Business Requirements		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
2	Casualty report for injury during training to include	M	Y	
3	Vehicle Accidents	N	Y M	
4	CE hours tracking	E	Y	
5	Scheduled training classes to interface to Office 365 calendar	N	N	
O	Hydrants			
1	List basic hydrant information, such as location, hydrant number, specifications, etc.	M	Y	
2	Activities and repairs	M	Y	
3	All flow tests	M	Y	
4	Integrated with Maximo for water usage and work orders	E	M	Could possibly import data in and out of FH Software
P	Reports Module			
1	NFIRS	M	Y	
2	Basic fire reports	M	Y	
3	List units and personnel	M	Y	
4	Casualty reports	M	Y	
5	Property involvement reports	M	Y	
6	Additional Fire Service reports	M	Y	
7	Canned statistical or list reports with modifiable parameters	M	Y	
8	90 percentile report	M	M	Report will have to be created and/or data can be exported to excel for calculation.
9	NFPA report	M	Y	
10	Alarm response analysis	M	Y	
11	Incomplete report list	M	Y	
12	Not QC'd report list	M	Y	
13	Fire investigation reports	M	Y	
14	Fire/Arson reports	M	Y	
15	Add'l reports for actual fires	M	Y	
16	Set up rules for report fields	M	Y	
17	Report notifications	M	Y	
18	Report repository for all items including reports, inspections, occupancy records, permits, etc.	M	Y	
19	Query tool	M	Y	
20	Customizable reports	M	Y	
21	Ability to set up rules for report fields (required fields)	E	Y	
22	Logistics Requisition Form	M	M	Form will need to be created in FH via report and/or user field.
23	Maintenance Report (Vehicle and Equipment)	M	Y	
24	Ad hoc reporting	M	Y	
T1	Application			
1	If browser based, it should work with IE 11 and Edge	M	Y	
2	Does the application require any install of files on the user's computer			Active X client or Web client will need to be installed.
3	If application requires install, can it be remotely managed and patched with ManageEngine Patch Manager Plus version 10.0.326?		Y	
4	We use Netmotion on mobile computers, does your application work with Netmotion?		Y	
5	Application must be a mobile application	M	Y	
6	Windows 10 compatible	M	Y	
7	Application must have 24/7 technical support	M	Y	
T2	End User Support			
1	Will application require admin rights?		N	
2	What are the minimum requirements for:			
a	Memory			4 GB
b	Processor			Pentium 600MHz Pentium 3

M = Must have
E = Expected to have
N = Nice to have
Y = Yes without modification
M = Yes with modification
N = Not available or included

Fire RMS Business Requirements		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
	c Storage			2 GB
	d OS			Windows
3	Application must work with IE 11 or Microsoft Edge and the latest version of Java, .net framework, etc. No outdated agents of these applications will be supported.	M	Y	
4	Will an application or client have to be installed?			Active X or client
5	Will Antivirus cause any known issues?			No
6	Is your application a standalone application, not dependent on any software that may or may not already be installed on the operation system?			Yes
T3	Server/Storage/Backup			
1	Will the solution run on premises, in the cloud, or in a hybrid solution? Provide the architectural drawings of the complete solution.			Cloud
2	Does your solution support a virtualized environment? List supported virtual machines.			N/A
3	What are the minimum server requirements for Memory, CPU, storage and operating systems? List all specifications for all servers.			N/A
4	What are your SAN storage requirements? We currently run Nimble storage with CS240G, CS260G, CS460G-X2, and CS500arrays. Provide any cloud storage requirements to include provider, services, and size requirements.			N/A
5	On-premises backup solution utilizes Commvault version 11 service Pack 14. All compute data and application data require support of current backup solution. Provide complete backup requirements including compute, data, and databases.			N/A
T4	Security			
2	How are security vulnerabilities about the product communicated, and can the proposed system accommodate the City's intent to apply security patches to its systems within 30 days of release?			Any security issues is sent via email.
3	Who is the point of contact to raise security concerns or findings about this system?			ESO Fire Tech Support
4	Will the vendor or the City be responsible for applying security updates to its product?			City
5	Remote 3rd party support access requires the 3rd party to use an HTML5-compliant web browser. This can be used to access systems via RDP, HTTP(S) and SSH which is what the city uses.	M		N/A Cloud
6	User authentication and access rights can be managed via Active Directory.	M		N/A
7	Please list any required ports, protocols, web domains, firewall allowances needed for the proposed system to function properly as described.			Port 491
T5	Network			
1	Must be able to communicate over Ethernet technology and be compatible with wireless, copper and fiber optic methods of data transport.	M		Yes
2	Requirements must fit into a minimum throughput constraint to reach endpoints and a reasonable latency (no more than 100ms) and must be able to recover function after periods of packet loss which may occur.	M		FH Cloud uses TCP/IP protocol. City network should be appropriately sized to ESO
3	Consideration must be demonstrated for reducing the amount of throughput required from end to end across the WAN.	M		Can be accomplished through compression and other technologies
4	Any wireless host/AP support requirements must be made known.	M		No requirements
5	The specific services need to be made known in the proposal as to which protocols will be needed and whether they are considered connection or connectionless.	M		No specific services needed
6	For our understanding, a logical network diagram will be provided that exhibits traffic flow to and from application, database, repositories, end points and demarcations.	M		Can be accomplished by coordinating with city network team.

M = Must have

E = Expected to have

N = Nice to have

Y = Yes without modification

M = Yes with modification

N = Not available or included

Fire RMS Business Requirements		Priority	Vendor Response	Comments
Req#	Requirement Description	M/E/N	Y/M/N	
T5	GIS			
1	Recommend that the application integrate with ESRI solutions.			Data can be imported/exported
2	Will the application be consuming or interacting with data from the GIS database?			Street may be imported from GIS
3	Will the GIS data require local storage?			No
4	Will the application require GIS editing capabilities? Editing rights are subject to license purchasing.			No
5	We are on Portal for ArcGIS version 10.3.1. Is your application compatible?			No
6	Will the solution be for city and/or public use?			City

Priority

M = Must have

E = Expected to have

N = Nice to have

Y = Yes without modification

M = Yes with modification

N = Not available or included

Attachment B: Bid/Pricing Schedule

LICENSED SOFTWARE SCHEDULE

(Applications – ESO Billing, ESO Dispatch, FIREHOUSE by ESO, IFC Codes)

1. The Licensed Software term shall begin the earlier of 90 calendar days after the Effective Date or the first day the Licensed Software is used in production mode ("Activation Date"). Customer shall be deemed to have accepted the Licensed Software on the Activation Date. The parties will make reasonable efforts to ensure that Customer is able to use the Licensed Software as quickly as possible, but in no event will the Activation Date be modified for implementation delays.
2. The following Licensed Software may be ordered under this Exhibit:
 - 2.1. ESO Billing is on premise software for EMS billing (<http://www.esosolutions.com/software/billing>).
 - 2.2. ESO Dispatch is on premise software for medical dispatch and transports (<http://www.esosolutions.com/software/dispatch>).
3. The following Third-Party Data may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code 2012 International Fire Code.
4. Third-Party Payer is responsible for the following products and Fees:

N/A

5. Customer hereby agrees to timely pay for the following products according to the schedule below:

Contact and Billing Details		
Sold to: Kim Baker	Contact: Kim Baker	Address: Accts Payable 2406 Leopard St Suite 300
Bill To: Corpus Christi Fire Department	Phone: 3618263907	Corpus Christi, Texas 78401
Email:	Email:	United States

Subscription and/or License Terms		
Initial Term (Years): 5	Billing Frequency: Annual	Customer ID: 201712-13517
Renewal Term (N/A): 0	Billing Method: Email	Total Recurring Fees: \$20,984.00
	Terms: Net 30	Total One-Time Fees: \$ 0.00

Product Name	Product Description	Quantity	Total Price/ Discounts
FH Cloud Annual Fee	Includes 30 Concurrent licenses with Fire, Training, Inventory, Occupancy, Hydrants, Staff Scheduling, CAD Monitor and VPN Fee Type: Recurring for 5 years	1 /Each	\$20,984.00 x 5 years = \$104,920

List Price: \$104,920.00
Discounts: \$0.00
Tax: \$0.00
Total: \$104,920.00

6. All Fees above will be invoiced by ESO as follows:
 - 6.1. Training and Training Travel Fees, if any, shall be invoiced on the Effective Date.
 - 6.2. During the first year, the remaining Fees shall be due on the Activation Date.
 - 6.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the Activation Date.

Attachment C: Insurance and Bond Requirements

A. CONTRACTOR'S LIABILITY INSURANCE

1. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.

2. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
ERRORS & OMISSIONS	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
CYBER LIABILITY	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

3. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.

2. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted

to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.

3. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

4. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
6. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.

8. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

Ins. Req. Exhibit **7-B**

IT Contracts - Software Support, Configuration, Implementation and Maintenance

04/26/2019 Risk Management – Legal Dept.

No bond is required for this service agreement; therefore, Section 5, Insurance; Bonds, subsection 5 (B) is null and void.

Attachment D: Warranty Requirements

Product warranty is not required for this service agreement; therefore, Section 8, Warranty, subsection 8 (A) and (B) is null and void.



Attachment E: Master Subscription License Agreement

ORDER INSTRUCTIONS

1. Fill in Contact Info Below

Contact	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy/HIPAA Contact			
Tax Exempt?	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

2. Sign page 5.

3. Email entire contract to legal@esosolutions.com and your sales representative.

4. Enjoy your ESO Software

MASTER SUBSCRIPTION AND LICENSE AGREEMENT

This Master Subscription and License Agreement (this "**Agreement**") is entered into as of October 1, 2019 ("**Effective Date**"), by and between ESO Solutions, Inc., a Texas corporation having its principal place of business at 11500 Alterra Parkway, Suite 100 Austin, TX 78758, including its controlled subsidiaries, (collectively, "**ESO**") and the City of Corpus Christi, having its principal place of business at 1201 Leopard Street, Corpus Christi, TX 78401 ("**Customer**"). This Agreement consists of the General Terms & Conditions below and any Addenda (as defined below) executed by the parties, including any attachments to such Addenda.

The parties have agreed that ESO will provide Customer certain technology products and/or services and that Customer will pay ESO certain fees. Therefore, in consideration of the covenants, agreements and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the meanings below:

"Add-On Software" means any complementary software components or reporting service(s) that ESO makes available to customer through its Licensed Software, Interoperability Software or SaaS.

"Addendum" means a writing addressing an order of a specific set of products or services executed by authorized representatives of each party. An Addendum may be (a) a Software Schedule, (b) a Statement of Work, (c) Sales Order, or (d) another writing the parties intend to be incorporated by reference into this Agreement.

"Anonymized Data" means Customer Data from which all personally identifiable information has been removed, as well as the names and addresses of Customer and any of its Users and/or Customer's clients (and which, as a consequence, is neither PHI nor identifiable to or by Customer).

"Customer Data" means information, data and other content in electronic form that is submitted, posted, or otherwise transmitted by or on behalf of Customer through the Software.

"Deliverable" means software, report, or other work product created pursuant to a Statement of Work.

"Documentation" means user guides, operating manuals, and specifications regarding the Software.

"Feedback" refers to any suggestion or idea for improving or otherwise modifying ESO's products or services.

"Incident" refers to a locked and uploaded record within the system on a per-encounter basis, regardless of the number of patients involved in said individual encounter.

"Intellectual Property" means trade secrets, copyrightable subject matter, patents and patent applications, and other proprietary information, activities, and any ideas, concepts, innovations, inventions and designs.

"Interoperability Software" means SaaS that allows Customer to exchange healthcare data with others. For the avoidance of doubt, Interoperability Software does not include Add-on Software or Licensed Software.

"Licensed Software" means the executable, object code version of software that ESO provides to Customer for its use and installation on Customer's own equipment. For the avoidance of doubt, Licensed Software does not include Add-on Software, Interoperability Software or SaaS.

"New Version" means any new version of Licensed Software that ESO may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Licensor's designation of a new version number, brand or product.

"Outage" means Customer is unable to access SaaS, or such access is materially delayed, impaired or disrupted, in each case as caused or controlled by ESO.

"Professional Services" means professional services provided by ESO under a Statement of Work.

"Protected Health Information" or "**PHI**" shall have the meaning set forth in HIPAA. All references herein to PHI shall be construed to include electronic PHI, or ePHI, as that term is defined by HIPAA.

"Reporting Services" means, collectively, the different tools or features in the Software allowing Customer to generate compilations of data, including but not limited to ad-hoc reports, analytics, benchmarking or any other reporting tool provided through the Software.

"SaaS" means software-as-a-service that ESO hosts (directly or indirectly) for Customer's use. For the avoidance of doubt, SaaS does not include Licensed Software, but does include Add-on Software and Interoperability Software.

"Scheduled Downtime" means periods when ESO intentionally interrupts the SaaS for the performance of system maintenance or to otherwise correct service errors.

"Software" means any ESO computer program, programming or modules specified in any Software Schedule or SOW. For the avoidance of doubt, Add-on Software, SaaS, Interoperability Software, and Licensed Software are collectively referred to as Software.

"Software Schedule" refers to an Addendum under which Customer has ordered either Add-on Software, Licensed Software, Interoperability Software or SaaS.

"Statement of Work" or "**SOW**" refers to an Addendum in which Customer has ordered Professional Services or a Deliverable from ESO.

"Support Services" means those services described in Exhibit B.

"Third-Party Data" means data not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule.

"Third-Party Service" means a service not provided by ESO but which is (or access to which is) offered by ESO in connection with its Software under a Software Schedule or Addendum.

"Third-Party Software" means software not owned by ESO but which is (or access to which is) provided by ESO under a Software Schedule or Addendum.

"Use Restrictions" means the restrictions imposed on Customer's use of Software as described in Section 3.3.

"User" means any individual who uses the Software on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. **SOFTWARE ORDERS.** During the Term, Customer may order Software from ESO by signing an appropriate Software Schedule. Customer's license to Licensed Software and its subscription to SaaS are set forth below. Each such Software Schedule is incorporated herein by reference.

3. LICENSE/SUBSCRIPTION TO SOFTWARE

- 3.1. **Grant of Subscription: SaaS.** For SaaS, during the Term Customer may access and use the SaaS and Reporting Services, in such quantities as are set forth on the applicable Software Schedule, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.
- 3.2. **Grant of License: Licensed Software.** For Licensed Software, during the Term ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes, in each case subject to Customer's compliance with the Use Restrictions and other limitations and obligations contained in this Agreement.
- 3.3. **Use Restrictions.** Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to, and shall not: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human-perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in

- whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party (including any affiliate not specifically listed in the applicable Software Schedule).
- 3.4. **Ownership.** The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term. Customer acknowledges that the Software and its components are protected by copyright and other laws.
- 3.5. **Third-Party Software and Services.** ESO neither accepts liability for, nor warrants the functionality, utility, availability, reliability or accuracy of, Third-Party Software or Third-Party Services. The Third-Party Software "EMS1 Academy" and/or "FireRescue1 Academy" and/or "EMS1 & FireRescue1 Academy – Implementation and Configuration" and/or "Learning Management System" and/or "EVALS Implementation" (collectively, "**Education**") is offered by ESO in collaboration with Lexipol, f/k/a The Praetorian Group. If Customer subscribes to Education, Customer acknowledges and agrees to the terms and conditions of the Praetorian license agreement, located at <http://www.praetoriandigital.com/LMS-Master-Service-Agreement>, which shall supersede this Agreement as it applies to Customer's use of Education and any Customer Data stored therein.
- 3.6. **Third-Party Data.** If Customer (as indicated on an Addendum) elects to license Third-Party Data (e.g., fire codes), then subject to the terms hereof, ESO hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to use such Third-Party Data via the Software solely for Customer's internal purposes. Customer will not (i) allow greater access than that set forth in the applicable Software Schedule, (ii) disclose, release, distribute, or deliver Third-Party Data, or any portion thereof, to any third party (iii) copy, modify, or create derivative works of Third-Party Data, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available Third-Party Data, (v) attempt to output in any form more than 10% of the Third-Party Data or otherwise circumvent the usage limitations included in the Software, (vi) remove any proprietary notices included within Third-Party Data or Software, or (vii) use Third-Party Data in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law. ESO does not warrant the functionality, reliability, accuracy, completeness or utility of, Third-Party Data, or accept any liability therefor. Additional terms and limitations applicable to Third-Party Data may be provided on the applicable Addendum.
- 3.7. **New Versions & Sunset.** If ESO releases a New Version of Licensed Software, Customer may elect to receive such New Version, subject to a relicense fee of 75% of the standard price for such new version. All New Versions provided under this Agreement will constitute Licensed Software and be subject to the terms and conditions of this Agreement. ESO may discontinue Support Services for Licensed Software upon 12 months' notice to Customer.
- 4. HOSTING, SLA & SUPPORT SERVICES**
- 4.1. **Hosting & Management.** Customer shall be solely responsible for hosting and managing any Licensed Software. ESO shall be responsible for hosting and managing any SaaS.
- 4.2. **Service Level Agreement.** If an Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three months in any rolling 12-month period (the "**Uptime Commitment**"), then Customer may immediately terminate this Agreement, in which case ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. **Scheduled Downtime.** ESO will provide reasonable notice to the Customer (Software Administrator Contact or otherwise) of Scheduled Downtime (usually at least 72 hours in advance), and will plan Scheduled Downtime to occur during non-peak hours (midnight to 6 a.m. Central Time). Scheduled Downtime shall never constitute a failure of performance or Outage by ESO.
- 4.4. **Support and Updates.** During the Term, ESO shall provide to Customer the Support Services, in accordance with Exhibit B, which is incorporated herein by reference.
- 5. FEES**
- 5.1. **Fees.** In consideration of the rights granted, Customer agrees to pay ESO the fees for the Software and Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "**Fees**"). The Fees are non-cancelable and non-refundable, except as expressly provided herein. Customer shall pay all invoices within 30 days of receipt.
- 5.2. **Third-Party Payer.** If Customer desires to use a third-party to pay some or all of the Fees on behalf of Customer (a "**Third-Party Payer**"), then (i) each applicable Addendum will identify such arrangement, (ii) the Third-Party Payer will enter into a written agreement with ESO regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to ESO (provided that no such change shall be made until the then-current Term's renewal), and (iv) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 5.3. **Intentionally Omitted.**
- 5.4. **Taxes and Fees.** The Fees are exclusive of all taxes and credit card processing fees, if applicable. Unless and until Customer provides ESO a tax exemption certificate, Customer will be responsible for and will remit (or will promptly reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.5. **Appropriation of Funds.** If Customer is a city, county or other government entity, Customer will have the right to terminate the Agreement at the end of the Customer's fiscal term if Customer provides evidence that its governing body did not appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid.
- 5.6. **Usage Monitoring.** Customer is solely responsible for its own adherence to volume and use limitations indicated on the applicable Software Schedule. ESO may monitor Customer's use of the Software, and if Customer's usage exceeds the level for which Customer has paid in the applicable Software Schedule (an "**Overage**"), Customer shall owe ESO the Fee corresponding to such usage level based on the Software Schedule (or if none, ESO's then-current rates). ESO may invoice for Overages immediately.
- 6. TERM AND TERMINATION**
- 6.1. **Intentionally omitted.**
- 6.2. **Intentionally omitted.**
- 6.3. **Effect of Termination.**
- 6.3.1. If Customer terminates this Agreement or any Software Schedule as a result of ESO's material breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the latter to occur of the (i) termination date or (ii) the date on which Customer actually ceases use of the Software.
- 6.3.2. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law. Customer shall remain obligated to pay appropriate Fees at ESO's then-current rates if Customer continues to use or access Software after the termination or expiration of this Agreement. If Customer received discounts for any of the two years prior to the date of termination, Customer shall promptly pay ESO's invoice recouping such discounts.
- 6.3.3. Termination of this Agreement is without prejudice to any other right or remedy and shall not release a party from any liability.
- 6.4. **Delivery of Data.** If Customer requests its data within 60 days of expiration or termination of this Agreement, ESO will provide Customer its Customer Data in a searchable .pdf format. Customer acknowledges that ESO is under no obligation to retain Customer Data more than 60 days after expiration or termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. **Material Performance of Software.** ESO represents and warrants that the Software will perform in material accordance with any Documentation provided by ESO.
 - 7.2. **Due Authority.** Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.
 - 7.3. **Customer Cooperation.** Customer agrees to use current operating systems and reasonably and timely cooperate with ESO, including providing ESO reasonable access to its equipment, software and data.
8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ESO DOES NOT REPRESENT OR WARRANT THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE, OR THAT THE SOFTWARE (X) WILL PERFORM WITHOUT INTERRUPTION OR ERROR, OR (Y) IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7, CUSTOMER ACCEPTS THE SOFTWARE "AS-IS" AND "AS AVAILABLE."

9. CONFIDENTIALITY

- 9.1. **"Confidential Information"** refers to the following items: (a) any document marked "Confidential"; (b) any information orally designated as "Confidential" at the time of disclosure, provided the disclosing party confirms such designation in writing within five business days; (c) the Software and Documentation, whether or not designated confidential; (d) ESO's security controls, policies, procedures, audits, or other information concerning ESO's internal security posture; (e) any other nonpublic, sensitive information reasonably treated as trade secret or otherwise confidential; and (f) Customer Data which does not comprise PHI. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the other party's possession at the time of disclosure free of duty of non-disclosure; (ii) is independently developed without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the receiving party's improper action or inaction; (iv) is approved for release in writing by the disclosing party; or (v) PHI (which shall be governed by the Business Associate Agreement rather than this Section).
- 9.2. **Nondisclosure.** Each party shall use Confidential Information of the other party solely to fulfill the terms of this Agreement (the "**Purpose**"). Each party shall (a) ensure that its employees or contractors are bound by confidentiality obligations no less restrictive than those contained herein, and (b) not disclose Confidential Information to any other third party without prior written consent from the disclosing party. Without limiting the generality of the foregoing, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. A receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information of which it is aware.
- 9.3. **Termination & Return.** With respect to each item of Confidential Information, the obligations of nondisclosure will terminate three years after the date of disclosure; provided that, such obligations related to Confidential Information constituting ESO's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, a party shall return all copies of Confidential Information to the other or certify the destruction thereof.
- 9.4. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto.
- 9.5. **Open Records and Other Laws.** Notwithstanding anything in this Section to the contrary, the parties expressly acknowledge that Confidential Information may be disclosed if such Confidential Information is required to be disclosed by law, a lawful public records request, or judicial order, provided that prior to such disclosure, written notice of

such required disclosure shall be given promptly and without unreasonable delay by the receiving party in order to give the disclosing party the opportunity to object to the disclosure and/or to seek a protective order. The receiving party shall reasonably cooperate in this effort. In addition, Customer may disclose the contents of this Agreement solely for the purpose of completing its review and approval processes under its local rules, if applicable.

10. Intentionally omitted.

11. Intentionally omitted.

12. Intentionally omitted.

13. CUSTOMER DATA & PRIVACY

- 13.1. **Ownership of Data.** As between ESO and Customer, all Customer Data shall be owned by Customer.
- 13.2. **Use of Customer Data.** Unless it receives Customer's prior written consent, ESO shall not: (a) access, process, or otherwise use Customer Data; and (b) intentionally grant any third-party access to Customer Data, including without limitation ESO's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement or authorized participants in the case of Interoperability Software. Notwithstanding the foregoing, ESO may use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ESO shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 13.3. **Anonymized Data.** CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ESO MAY USE ANONYMIZED DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ESO WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. Without limiting the foregoing, ESO will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.
- 13.4. **Risk of Exposure.** Customer acknowledges and agrees that hosting data online involves risks of unauthorized disclosure and that, in accessing and using the SaaS, Customer assumes such risks. Customer has sole responsibility for obtaining, maintaining, and securing its network connections. ESO makes no representations to Customer regarding the reliability, performance or security of any network or provider.

14. FEEDBACK RIGHTS & WORK PRODUCT

- 14.1. **Feedback Rights.** ESO does not agree to treat as confidential any Feedback that Customer provides to ESO. Nothing in this Agreement will restrict ESO's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensation or crediting Customer. Feedback will not constitute Confidential Information, even if it would otherwise qualify as such pursuant to Section 9 (Confidential Information).
- 14.2. **Work Product Ownership.** In the event Customer hires ESO to perform Professional Services, ESO alone shall hold all right, title, and interest to all proprietary and intellectual property rights of the Deliverables (including, without limitation, patents, trade secrets, copyrights, and trademarks), as well as title to any copy of software made by or for Customer (if applicable). Customer hereby explicitly acknowledges and agrees that nothing in this Agreement or a separate SOW gives the Customer any right, title, or interest to the intellectual property or proprietary know-how of the Deliverables.

15. GOVERNMENT PROVISIONS

- 15.1. **Compliance with Laws.** Both parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on use of the Software and the performance of this Agreement
- 15.2. **Business Associate Addendum.** The parties agree to the terms of the Business Associate Addendum attached hereto as Exhibit C and incorporated herein by reference.

- 15.3. Equal Opportunity. The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.
- 15.4. Excluded Parties List. ESO agrees to immediately report to Customer if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.
- 16. PHI ACCURACY & COMPLETENESS**
- 16.1. ESO provides the Software to allow Customer (and its respective Users) to enter, document, and disclose Customer Data, and as such, ESO gives no representations or guarantees about the accuracy or completeness of Customer Data (including PHI) entered, uploaded or disclosed through the Software.
- 16.2. Customer is solely responsible for any decisions or actions taken involving patient care or patient care management, whether those decisions or actions were made or taken using information received through the Software.
- 17. MISCELLANEOUS**
- 17.1. Independent Contractors. The parties are independent contractors. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that no ESO employee or contractor is or will be considered an employee of Customer.
- 17.2. Notices. Notices provided under this Agreement must be in writing and delivered by (a) certified mail, return receipt requested to a party's principal place of business as forth in the recitals on page 1 of this Agreement, (b) hand delivered, (c) facsimile with receipt of a "Transmission Confirmed" acknowledgment, (d) e-mail to a person designated in writing by the receiving party, or (e) delivery by a reputable overnight carrier service. In the case of delivery by facsimile or e-mail, the notice must be followed by a copy of the notice being delivered by a means provided in (a), (b) or (e). The notice will be deemed given on the day the notice is received.
- 17.3. Merger Clause. In entering into this Agreement, neither party is relying upon any representations or statements of the other that are not fully expressed in this Agreement; rather each party is relying on its own judgment and due diligence and expressly disclaims reliance upon any representations or statement not expressly set forth in this Agreement. In the event the Customer issues a purchase order, letter or any other document addressing the Software or Services to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such writing is for the Customer's internal purposes only, and that any terms, provisions, and conditions contained therein shall in no way modify this Agreement.
- 17.4. Intentionally omitted.
- 17.5. Intentionally omitted.
- 17.6. Intentionally omitted.
- 17.7. Force Majeure. No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control (collectively, "Force Majeure"). In such event, however, the delayed party must promptly provide the other party notice of the Force Majeure. The delayed party's time for performance will be excused for the duration of the Force Majeure, but if the event last longer than 30 days, the other party may immediately terminate the applicable Software Schedule.
- 17.8. Marketing. If requested by ESO, Customer agrees to reasonably cooperate with ESO's preparation and issuance of a public announcement regarding the relationship of the parties.
- 17.9. Intentionally omitted.
- 17.10. Survival of Terms. Unless otherwise stated, all of ESO's and Customer's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.
- 17.11. Ambiguous Terms. This Agreement will not be construed against any party by reason of its preparation.
- 17.12. Intentionally omitted.
- 17.13. Bench Trial. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.
- 17.14. No Class Actions. NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER ESO CUSTOMERS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.
- 17.15. Limitation Period. Neither party shall be liable for any claim brought more than two years after the cause of action for such claim first arose.
- 17.16. Dispute Resolution. Customer and ESO will attempt to resolve any Dispute through negotiation or by utilizing a mediator agreed to by the parties, rather than through litigation. Negotiations and mediations will be treated as confidential. If the parties are unable to reach a resolution within 30 days of notice of the Dispute to the other party, the parties may pursue all other courses of action available at law or in equity.
- 17.17. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export any software provided by ESO or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export such software to, a country subject to a United States embargo (as of the Effective Date - Cuba, Iran, North Korea, Sudan, and Syria).
- 17.18. Intentionally omitted.
- 17.19. Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- 17.20. Signatures. Electronic signatures on this Agreement or on any Addendum (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ESO Solutions, Inc.

Customer

By: _____
(signature)

By: _____
(signature)

Name: _____
(print name)

Name: _____
(print name)

Title: _____
(print title)

Title: _____
(print title)

EXHIBIT A

LICENSED SOFTWARE SCHEDULE

(Applications – ESO Billing, ESO Dispatch, FIREHOUSE by ESO, IFC Codes)

1. The Licensed Software term shall begin the earlier of 90 calendar days after the Effective Date or the first day the Licensed Software is used in production mode ("Activation Date"). Customer shall be deemed to have accepted the Licensed Software on the Activation Date. The parties will make reasonable efforts to ensure that Customer is able to use the Licensed Software as quickly as possible, but in no event will the Activation Date be modified for implementation delays.
2. The following Licensed Software may be ordered under this Exhibit:
 - 2.1. ESO Billing is on premise software for EMS billing (<http://www.esosolutions.com/software/billing>).
 - 2.2. ESO Dispatch is on premise software for medical dispatch and transports (<http://www.esosolutions.com/software/dispatch>).
3. The following Third-Party Data may be ordered under this Exhibit: 2018 International Fire Code, 2015 International Fire Code 2012 International Fire Code.
4. Third-Party Payer is responsible for the following products and Fees:

N/A

5. Customer hereby agrees to timely pay for the following products according to the schedule below:

Contact and Billing Details		
Sold to: Kim Baker	Contact: Kim Baker	Address: Accts Payable 2406 Leopard St Suite 300
Bill To: Corpus Christi Fire Department	Phone: 3618263907	Corpus Christi, Texas 78401
Email:	Email:	United States

Subscription and/or License Terms		
Initial Term (Years): 5	Billing Frequency: Annual	Customer ID: 201712-13517
Renewal Term (N/A): 0	Billing Method: Email	Total Recurring Fees: \$20,984.00
	Terms: Net 30	Total One-Time Fees: \$ 0.00

Product Name	Product Description	Quantity	Total Price/ Discounts
FH Cloud Annual Fee	Includes 30 Concurrent licenses with Fire, Training, Inventory, Occupancy, Hydrants, Staff Scheduling, CAD Monitor and VPN Fee Type: Recurring for 5 years	1 /Each	\$20,984.00 x 5 years = \$104,920

List Price: \$104,920.00
Discounts: \$0.00
Tax: \$0.00
Total: \$104,920.00

6. All Fees above will be invoiced by ESO as follows:
 - 6.1. Training and Training Travel Fees, if any, shall be invoiced on the Effective Date.
 - 6.2. During the first year, the remaining Fees shall be due on the Activation Date.
 - 6.3. During the second year and any renewal years thereafter, 100% of the recurring Fees shall be due on the anniversary of the Activation Date.

EXHIBIT B
SUPPORT SERVICES ADDENDUM

1. **DEFINITIONS.** Capitalized terms not defined below shall have the same meaning as in the General Terms & Conditions.
 - 1.1. "Enhancement" means a modification, addition or new release of the Software that when added to the Software, materially changes its utility, efficiency, functional capability or application.
 - 1.2. "E-mail Support" means ability to make requests for technical support assistance by e-mail at any time concerning the use of the then-current release of Software.
 - 1.3. "Error" means an error in the Software, which significantly degrades performance of such Software as compared to ESO's then-published Documentation.
 - 1.4. "Error Correction" means the use of reasonable commercial efforts to correct Errors.
 - 1.5. "Fix" means the repair or replacement of object code for the Software or Documentation to remedy an Error.
 - 1.6. "Initial Response" means the first contact by a Support Representative after the incident has been logged and a ticket generated. This may include an automated email response depending on when the incident is first communicated.
 - 1.7. "Management Escalation" means, if the initial Workaround or Fix does not resolve the Error, notification of management that such Error(s) have been reported and of steps being taken to correct such Error(s).
 - 1.8. "Severity 1 Error" means an Error which renders the Software completely inoperative (e.g., a User cannot access the Software due to unscheduled downtime or an Outage).
 - 1.9. "Severity 2 Error" means an Error in which Software is still operable; however, one or more significant features or functionality are unavailable (e.g., a User cannot access a core component of the Software).
 - 1.1. "Severity 3 Error" means any other error that does not prevent a User from accessing a significant feature of the Software (e.g., User is experiencing latency in reports).
 - 1.2. "Severity 4 Error" means any error related to Documentation or a Customer Enhancement request.
 - 1.3. "Status Update" means if the initial Workaround or Fix cannot resolve the Error, notification of the Customer regarding the progress of the Workaround or Fix.
 - 1.4. "Online Support" means information available through ESO's website (www.esosolutions.com), including frequently asked questions and bug reporting via Live Chat.
 - 1.5. "Support Representative" shall be ESO employee(s) or agent(s) designated to receive Error notifications from Customer, which Customer's Administrator has been unable to resolve.
 - 1.6. "Update" means an update or revision to Software, typically for Error Correction.
 - 1.7. "Upgrade" means a new version or release of Software or a particular component of Software, which improves the functionality or which adds functional capabilities to the Software and is not included in an Update. Upgrades may include Enhancements.
 - 1.8. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Software.
2. **SUPPORT SERVICES.**
 - 2.1. Customer will provide at least one administrative employee (the "Administrator" or "Administrators") who will handle all requests for first-level support from Customer's employees with respect to the Software. Such support is intended to be the "front line" for support and information about the Software to Customer's Users. ESO will provide training, documentation, and materials to the Administrator to enable the Administrator to provide technical support to Customer's Users. The Administrator will notify a Support Representative of any Errors that the Administrator cannot resolve and assist ESO in information gathering.
 - 2.2. ESO will provide Support Services consisting of (a) Error Correction(s); Enhancements, Updates and Upgrades that ESO, in its discretion, makes generally available to its customers without additional charge; and (c) E-mail Support, telephone support, and Online Support. ESO may use multiple forms of communication for purposes of submitting periodic status reports to Customer, including but not limited to, messages in the Software,

messages appearing upon login to the Software or other means of broadcasting Status Update(s) to multiple customers affected by the same Error, such as a customer portal.

- 2.3. ESO's support desk will be staffed with competent technical consultants who are trained in and thoroughly familiar with the Software and with Customer's applicable configuration. Telephone support and all communications will be delivered in intelligible English.
- 2.4. Normal business hours for ESO's support desk are Monday through Friday 7:00 am to 7:00 pm CT. Customer will receive a call back from a Support Representative after-hours for a Severity 1 Error.
3. **ERROR PRIORITY LEVELS.** Customer will report all Errors to ESO via e-mail (support@esosolutions.com) or by telephone (866-766-9471, option #3). ESO shall exercise commercially reasonable efforts to correct any Error reported by Customer in accordance with the priority level reasonably assigned to such Error by ESO.
 - 3.1. **Severity 1 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within four hours; (iii) initiate Management Escalation promptly; and (iv) provide Customer with a Status Update within four hours if ESO cannot resolve the Error within four hours.
 - 3.2. **Severity 2 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within eight hours; (iii) initiate Management Escalation within 48 hours if unresolved; and (iv) provide Customer with a Status Update within forty-eight hours if ESO cannot resolve the Error within forty-eight hours.
 - 3.3. **Severity 3 Error.** ESO shall (i) commence Error Correction promptly; (ii) provide an Initial Response within three business days; and (iii) provide Customer with a Status Update within seven calendar days if ESO cannot resolve the Error within seven calendar days.
 - 3.4. **Severity 4 Error.** ESO shall (i) provide an Initial Response within seven calendar days.
4. **CONSULTING SERVICES.** If ESO reasonably believes that a problem reported by Customer is not due to an Error in the Software, ESO will so notify Customer. At that time, Customer may request ESO to proceed with a root cause analysis at Customer's expense as set forth herein or in a separate SOW. If ESO agrees to perform the investigation on behalf of Customer, then ESO's then-current and standard consulting rates will apply for all work performed in connection with such analysis, plus reasonable related expenses incurred. For the avoidance of doubt, Consulting Services will include customized report writing by ESO on behalf of Customer.
5. **EXCLUSIONS.**
 - 5.1. ESO shall have no obligation to perform Error Corrections or otherwise provide support for: (i) Customer's repairs, maintenance or modifications to the Software (if permitted); (ii) Customer's misapplication or unauthorized use of the Software; (iii) altered or damaged Software not caused by ESO; (iv) any third-party software; (v) hardware issues; (vi) Customer's breach of the Agreement; and (vii) any other causes beyond the ESO's reasonable control.
 - 5.2. ESO shall have no liability for any changes in Customer's hardware or software systems that may be necessary to use the Software due to a Workaround or Fix.
 - 5.3. ESO is not required to perform any Error Correction unless ESO can replicate such Error on its own software and hardware or through remote access to Customer's software and hardware.
 - 5.4. Customer is solely responsible for its selection of hardware, and ESO shall not be responsible the performance of such hardware even if ESO makes recommendations regarding the same.
6. **MISCELLANEOUS.** The parties acknowledge that from time-to-time ESO may update its support processes specifically addressed in this Exhibit and may do so by posting such updates to ESO's website or otherwise notifying Customer of such updates. Customer will accept updates to ESO's support procedures and any other terms in this Exhibit; provided however, that they do not materially decrease the level of Support Services that Customer will receive from ESO. THESE TERMS AND CONDITIONS DO NOT CONSTITUTE A PRODUCT WARRANTY. THIS EXHIBIT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

EXHIBIT C
HIPAA BUSINESS ASSOCIATE ADDENDUM

Customer and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.
7. **Reporting to Covered Entity.** Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties.** Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to PHI.** Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. **Amendment of PHI.** Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.
16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
 - 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and
 - 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.