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Header 4

List View

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

Procurement Folder: 1228506

Procurement Type: Central Master Agreement

Vendor ID: VS0000043394

Legal Name: Geocko, Inc.

Alias/DBA: FORWARD

Total Bid: \$526,945.00

Response Date: 06/29/2023

Response Time: 1:16

Responded By User ID: ForwardBids1

First Name: Adnan

Last Name: Mahmud

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SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: MIS2300000003

Published Date: 6/9/23

Close Date: 6/29/23

Close Time: 13:30

Status: Closed

Solicitation Description: CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM

Total of Header Attachments: 4

Total of All Attachments: 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	One Time Implementation	0.00000	EA	95808.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: NOTE: REQUESTED QUANTITY SHOULD BE 1.00000 EACH.
Implementation Fee: 20% of Year 1 licensing fees; one-time fee; includes platform instance/hosting set-up, platform configuration assistance for up to 8,000 cases, and one train-the-trainer session

Extended Description:
One Time Implementation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Initial Year Term	5.00000	YR	105389.000000	526945.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: NOTE: THE TOTAL INITIAL YEAR TERM COST IS \$526,944. BECAUSE THIS FORM IS MULTIPLYING UNIT PRICE BY A REQUESTED QUANTITY OF 5.00000 YEAR, THE TOTAL INITIAL YEAR TERM COST HAS BEEN DIVIDED BY 5.00000 TO DERIVE A UNIT PRICE THAT CALCULATES CORRECTLY ON THE "REVIEW & SUBMIT" TAB.
Licensing and Maintenance/Support Fee: Includes platform hosting fees and unlimited user licenses, and up to 8,000 cases

Extended Description:
Initial Year Term

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Year One Optional Renewal	0.00000	YR	526944.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: NOTE: REQUESTED QUANTITY SHOULD BE 1.00000 YEAR.
Licensing and Maintenance/Support Fee: Includes platform hosting fees and unlimited user licenses, and up to 8,000 cases

Extended Description:
Year One Optional Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Year Two Optional Renewal	0.00000	YR	553291.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: NOTE: REQUESTED QUANTITY SHOULD BE 1.00000 YEAR.
Licensing and Maintenance/Support Fee: Includes platform hosting fees and unlimited user licenses, and up to 8,000 cases

Extended Description:
Year Two Optional Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Year Three Optional Renewal	0.00000	YR	580956.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: NOTE: REQUESTED QUANTITY SHOULD BE 1.00000 YEAR.
 Licensing and Maintenance/Support Fee: Includes platform hosting fees and unlimited user licenses, and up to 8,000 cases

Extended Description:
 Year Three Optional Renewal

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Additional user licenses	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
43232200			

Commodity Line Comments: Unlimited user licenses are included in Licensing and Maintenance/Support Fee

Extended Description:
 Additional user licenses

A Proposal for



State of West Virginia
Cloud-Based Statewide
Case Management System
CRFQ-0506-MIS2300000003-2

By

FORWARD

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Proposal Exhibits

- 1 CRFQ Form
- 2 Complete Solicitation Documents
- 3 Addendum 1

Cover Letter

June 28, 2023

Crystal G. Husted, Buyer
State of West Virginia
2019 Washington St E,
Charleston WV 25305
Phone: (304) 558-2402
Email: crystal.g.husted@wv.gov

RE: REQUEST FOR QUOTATION - CLOUD-BASED STATEWIDE CASE MANAGEMENT SYSTEM

Dear Ms. Husted,

Geocko, Inc., dba FORWARD, is pleased to provide this proposal for the Cloud-Based Statewide Case Management System RFP issued by the State of West Virginia's Department of Health and Human Resources, Office of Inspector General (Agency).

Over the past several years, FORWARD has provided data tools, program administration services, and application portals to enable local, state, and federal government agencies across the United States to serve their communities better through efficient program administration, secure integration of data across programs, and dynamic client and community engagement. **To date, we are administering and distributing more than \$1 billion in assistance across dozens of jurisdictions, the majority of which went to historically disadvantaged and marginalized communities.** This experience has enabled us to establish best practices, efficiencies, and capabilities that translate to quicker, effective, and robust program implementation and management, making us well-equipped to understand and fulfill the Agency's software needs.

If you have any questions about our proposal or would like to learn more about our solution, please contact Raven McShane, Senior Director of Growth for FORWARD. She can be reached directly via phone at (206) 892-8298 or via email at bids@forwardplatform.com.

Thank you in advance for your consideration.

Sincerely,



Adnan Mahmud
CEO, FORWARD

Company Information

About FORWARD

Geocko, Inc. dba FORWARD provides data tools, program administration services, and application portals to enable local, state, and federal government agencies across the United States to serve their communities better through efficient program administration, secure integration of data across programs, and dynamic client and community engagement.

Since our 2015 inception, we have designed, developed, iterated, and operated our **integrated program administration platform, FORWARD**. The most current iteration of FORWARD was launched as a tool for economic recovery during the COVID-19 pandemic. Our customers have used FORWARD to streamline community development, communication, and compliance, with the twin goals of maximizing their recovery efforts and lightening their workload. We are a trusted steward of administering programs funded through the American Rescue Plan Act (ARPA), Coronavirus Aid, Relief, and Economic Security (CARES) Act, Community Development Block Grant (CDBG), Coronavirus State and Local Fiscal Recovery Funding (CSLFRF), and more.

The FORWARD platform was designed for scalability, and its capabilities have been leveraged for programs ranging from hundreds of thousands up to millions of dollars. Our FORWARD platform has been used to support the following programs; we continue to work with our customers to expand this list.

Types of Programs Supported by FORWARD	
Individuals and Households	Businesses and Nonprofits
<ul style="list-style-type: none"> • Rent, Utility, and Mortgage Assistance • Down Payment, and First-time Homebuyer Assistance • Housing Upgrades, Rehabilitation, and Weatherization • Cash Assistance • Immigrant Assistance, Relief, and Support • Basic/Guaranteed Income • Retail Purchase Incentives/Rebates • Sustainability Initiatives 	<ul style="list-style-type: none"> • Relief, Recovery, and Growth Grants for Large/Small Businesses, Microenterprises, and Nonprofits • Tax Credits • Facade Improvement • Economic Development Loans • Workforce Development, Recruitment, and Retention Stipends/Incentives • Business Licenses & Certifications • Retail Purchase Incentives/Rebates • Sustainability Initiatives

To date, the platform has been used to administer cases across the United States and distribute more than \$1 billion in assistance across dozens of jurisdictions. The majority of our programs are to support historically underserved, disadvantaged, and marginalized communities.

We have achieved this level of success because our platform is designed to scale. Program processes—including program information, application completion, eligibility review and decisioning, communications, and funds disbursement—are built into our solution and automated to support a customer’s business processes and rules.

Project Experience

As a company, over the past seven years, FORWARD has been providing data tools, program administration services, and application portals to enable local, state, and federal government agencies across the United States to serve their communities better through efficient program administration, secure integration of data across programs, and dynamic client and community engagement. The FORWARD project team has decades of experience building software solutions that align customer and program needs, rules, and workflows, and will leverage the expertise and knowledge in the design, development, and implementation of the Agency’s FORWARD instance for the case management system.

The FORWARD platform is a key component in all of our projects, which we have outlined below. The platform enables our customers to streamline program components and processes into a single workflow to quickly serve the community while ensuring program integrity.

Arizona	
Bullhead City	Business License Program In 2020, Bullhead City partnered with FORWARD to change the way the City processes business licenses. Businesses can now apply for a new business license or renew their current license through the FORWARD portal. The business license will no longer have a static expiration date; instead, licenses will be valid for one year from the date of issuance.
California	
City of Antioch	Facade Program Resources The City selected FORWARD to administer a program that provides eligible City businesses that have experienced a negative financial impact due to the COVID-19 pandemic with up to \$25,000 in grants for facade upgrades. FORWARD provides program design, application portal, intake and eligibility verification, disbursement of \$450,000 in funds, and reporting. This program is in implementation with an expected 3Q launch. Small Business Grants In 2022, we deployed FORWARD to administer \$100 million in ARPA grants to small businesses (including non-profits) ranging from \$5K - \$25K that experienced financial hardship due to COVID-19 Pandemic. The program focused on businesses with annual revenue <\$2 million, were established and operating prior to Jan 1st, 2020, and had less than 25 employees. Eligible expenses included: Overhead costs, costs associated with remaining open and meeting required safety protocols, costs adjusting operations to respond to new methods of providing services, rent relief or payment of back utilities, employee retention, marketing and promotional events, furniture, fixtures, equipment, repairs

	<p>and expenses related to theft/vandalism/ property damage, and technology.</p>
<p>City of Long Beach</p>	<p>Business Assistance Programs In early 2022, FORWARD was selected to administer the City’s small business grants program and distribute \$11.5 million in ARPA funds. Funds are intended to support relief and recovery in the following industries: Personal Services and Fitness Relief; Restaurant, Brewery, and Bar Relief; Non-Profit Relief; and General Business Relief. This program accepted applications from March to May 2022 and began disbursing funds in April 2022.</p> <p>Visual Improvement Program The City expanded its contract with FORWARD to administer the Visual Improvement Program, which provides \$1,500 in grants to local small businesses and nonprofits impacted by crime and vandalism. Eligible use of funds includes storefront repairs, boarding costs, insurance deductibles, and business operating expenses. The program prioritizes equity and ensures that funding reaches underserved areas by focusing outreach in low-moderate income areas and reserving a minimum of 50% of awards for businesses owned by a person of color or located in a low-moderate income area. FORWARD provides full program administration services, including program design, application portal, intake, and eligibility verification, funds disbursement, and reporting.</p> <p>First Time Home Buyer FORWARD is working with the City to administer a First Time Home Buyer program designed to assist low- and moderate-income families traditionally underrepresented in homeownership with purchasing their first home and building multi-generational wealth. Approximately 100 households will receive up to \$20,000 to be used towards a down payment; non-recurring closing costs, such as loan, title, and escrow fees; and loan points or fees to buy down their mortgage interest rates. FORWARD provides full program administration services, including application portal, intake and eligibility verification, and reporting. This program went live earlier this year and has generated significant interest from the community.</p> <p>Software Narrative FORWARD successfully built a custom platform for the City of Long Beach that encompassed an application portal, case notes, data sharing, reporting, and user-friendly capabilities. Our team of experienced engineers expertly handled front-end and back-end development, resulting in a visually appealing and user-intuitive interface. We implemented a robust database management system to efficiently store and retrieve case notes and user data. Our solution incorporated secure authentication and authorization mechanisms, ensuring controlled access to sensitive information. We enabled seamless data sharing and collaboration among users, allowing them to</p>

	<p>upload files and centrally store documents. Additionally, we developed powerful reporting and analytics functionalities, empowering users to generate insightful reports based on specific criteria. Through rigorous testing and optimization, we delivered a high-quality product that met the customer's requirements. Our deployment and maintenance processes ensured a scalable and reliable platform, providing an enhanced user experience.</p>
<p>County of Los Angeles</p>	<p>Empower U Fund Earlier this year the County retained FORWARD to administer its Empower_U Fund for domestic violence (DV) survivors. The program will award \$2.5 millions in grants to cover relocation expenses, medical bills, and other costs necessary to strengthen financial independence. The purpose of this program is to utilize small dollar grants to bolster financial security for survivors of domestic violence who have been severely impacted by the COVID-19 pandemic, especially those from historically underserved and hard-to-reach populations, such as, but not limited to, Black, Indigenous, and People of Color (BIPOC), immigrant, and LGBTQIA+ populations. FORWARD provides full program administration services, including application intake, funds disbursement, and community impact and operational reporting. This program went live earlier this month.</p> <p>Financial Coaching FORWARD was recently selected to implement the County’s “Financial Coaching Partnerships” project. We are providing grant administration, grantee monitoring services, and all related reporting. This includes the disbursement of \$360,000 in grants to selected community-based organizations (CBOs) and nonprofits to encourage CBO/nonprofit staff members to participate in the County-sponsored financial coaching training program and become certified financial coaches. The goal of this program is to strengthen non-profit service providers to deliver consistent, high-quality, and effective financial coaching to historically underserved and hard-to-reach communities disproportionately impacted by the economic fallout from the COVID-19 pandemic.</p>
<p>City of Milpitas</p>	<p>Business Assistance Programs In 2022, we deployed FORWARD to administer the Milpitas Small Business Assistance Grant Program to support local businesses and microenterprises that have been negatively impacted by the COVID-19 pandemic. While this program is available to all businesses with 25 or fewer employees, the City is focusing its outreach efforts on daycare businesses (commercial/home-based), as well as fitness, recreation, and yoga businesses. The program provides \$5,000 in grants and is expected to assist nearly 300 businesses. Grants may be used for business rent/mortgage, payroll, and operating expenses for products or services. We are partnering with Silicon Valley Central Chamber of Commerce to provide free technical assistance to applicants on</p>

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	<p>alternative financing, marketing, business plan development, employee-related guidance, and overall business management, as well as the Milpitas Chamber of Commerce for program marketing and outreach.</p> <p>Rent and Mortgage Relief Program The City partnered with FORWARD to administer \$864,500 in relief funds to the community. This program provides up to \$5,000 in rent relief or up to \$15,000 in mortgage relief to eligible households in the City. FORWARD provides full program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting in compliance with ARPA.</p>
<p>City of Paramount</p>	<p>Business License Resources In 2021, the City partnered with FORWARD to provide grants of up to \$20,000 to businesses within the City to assist those negatively affected by the COVID-19 pandemic. FORWARD provided program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting in compliance with ARPA. A total of \$672,500 in grants were distributed to 40 City businesses.</p>

Georgia

<p>Gwinnett County</p>	<p>Small Business Assistance Program Earlier this year, FORWARD was selected to administer Gwinnett County’s Small Business Assistance Program, which is funded by American Rescue Plan Act (ARPA) and CARES CDBG (CDBG-CV) funds. This program will be distributing nearly \$5.5 million in grants to small businesses in need of economic assistance due to the COVID-19 pandemic. We will provide program administration services, including application management, award management, technical assistance to applicants, and reporting and auditing in compliance with ARPA and CDBG-CV. This program is in implementation with an expected 3Q launch.</p>
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Florida

<p>Volusia County</p>	<p>Septic Upgrade Incentive Program In 2022, the County selected FORWARD to administer \$2.2 million in rebates for septic system upgrades. Each property owner is eligible for up to \$10,000 per upgrade. FORWARD provided program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting. Community reception to this program has been positive, and the County recently expanded their contract with FORWARD to administer an additional \$2.2 million in rebates.</p>
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Illinois

<p>City of Decatur</p>	<p>Business Assistance Programs In 2020, we deployed FORWARD to manage multiple grant programs totaling \$70,000, targeting the City’s businesses. We collaborated with a local community partner to create and collect applications and the related documentation. The local partner utilized FORWARD to review and approve applications.</p> <p>Resource Catalog We have also worked with the City to launch AccessDecatur, which uses our FORWARD platform to centralize information and applications for grants, benefits, and programs available to Decatur businesses and households.</p>
<p>City of Moline</p>	<p>Microenterprise Grant Program In 2020, we deployed FORWARD to manage successful microenterprise grant programs within the City’s CDBG funding, which was a total of \$330,000. FORWARD collected and consolidated digital and paper forms, provided technical assistance to applicants, shared real-time metrics with the City staff, followed up with applicants for additional information, and enabled the staff to review the applications with simple digital tools.</p> <p>License Renewal City staff leveraged the FORWARD platform to manage liquor license renewals, which average \$225,000 per year.</p>

Kansas

<p>Saline County</p>	<p>Weatherization Assistance Program In 2022, the County selected the Community Housing Development Corporation of Central Kansas (CHDO) to administer its Weatherization Assistance Program. The Weatherization Assistance Program helps reduce energy costs for low-income households by increasing the energy efficiency of their homes while ensuring their health and safety. CHDO retained FORWARD to provide the application portal, intake/eligibility verification, and reporting.</p>
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Maryland

<p>City of Takoma Park</p>	<p>Direct Cash Assistance In 2022, the City selected FORWARD to administer the Direct Cash Assistance program, which provides a one-time \$1,000 direct cash assistance to households in Takoma Park to assist those negatively affected by the COVID-19 pandemic. Households must earn less than \$50,000 in annual income to qualify. FORWARD provided full program administration services, including application portal, intake and</p>
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FORWARD

eligibility verification, funds disbursement, and reporting. More than \$1.3 million was distributed to 1,346 households across the City.

Missouri

City of St. Louis

Emergency Rent/Utility Assistance Programs
 The City is leveraging the FORWARD solution and our community partners to expedite the ERA-2 application and payment processing for \$12.4 million in emergency rent/utility assistance funds. This program was launched earlier this year and has met all program expectations to date. In just the first month of the program, FORWARD distributed or committed \$6.3 million to 1,500 households within both the City and County.

Project R&R: Retention and Recruitment Program
 To assist vulnerable city residents who rely upon a wide variety of in-home care services in order to remain in their homes, the City approved ARPA funds to provide an incentive program called Project R&R aimed at helping in-home services care agencies to retain current employees on the job and to recruit new employees, who are providing this valuable resource. Employees who are approved for the incentive will receive a \$100 gift card for every verified 80 hours they work. Employees can reapply for the incentive up to a maximum of 10 times, each time they complete 80 hours of work after enrollment in the program until the funding is exhausted. FORWARD provides full program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting.

County of St. Louis

Emergency Rent/Utility Assistance Programs
 The County is leveraging the FORWARD solution and our community partners to expedite ERA-2 application and payment processing for nearly \$30 million in emergency rent/utility assistance funds. This program was launched earlier this year and has met all program expectations to date. In just the first month of the program, FORWARD distributed or committed \$6.3 million to 1,500 households within both the City and County.

New York

Statewide

New York COVID-19 Capital Cost Tax Credit Program
 In September 2022, FORWARD was deployed to administer a \$250 million tax credit program supporting small businesses that made investments to comply with emergency orders/regulations, or to increase public safety, in response to COVID-19. New York State has partnered with FORWARD to manage the application process and distribute awards. Tax credits will cover 50% of eligible costs, up to \$50,000, for a maximum tax credit award of \$25,000.

Oregon	
Multnomah County	<p>Resource Catalog</p> <p>In April 2022, FORWARD administered \$75,000 in partnership with the Visitor's Development Fund, East County Cities, and Multnomah County to offer a grant recovery program for small businesses. FORWARD collected and consolidated digital and paper forms, provided technical assistance to applicants, shared real-time metrics with the municipality staff, followed up with applicants for additional information, and enabled the staff to review the applications. The program provided \$1,000 grants to eligible businesses in East Multnomah County within the cities of Fairview, Gresham, Troutdale, Wood Village, and surrounding areas of unincorporated East Multnomah County. Multnomah County also uses our FORWARD platform to centralize information and applications for other small business grants, benefits, and programs available.</p> <p>Common Application</p> <p>In 2023, FORWARD provided a comprehensive software solution that streamlined the application process for Multnomah's government services. The application portal served as a user-friendly entry point, case notes functionality enabled efficient tracking and updates, data sharing mechanisms facilitated seamless information exchange, reporting capabilities provided valuable insights, and user-friendly features ensured a smooth and intuitive experience for applicants and government officials alike.</p>

Washington	
Washington State Department of Agriculture	<p>Seafood Processors Pandemic Response and Safety (SPRS) Grant Program</p> <p>The Seafood Processors Pandemic Response and Safety (SPRS) Block Grant Program provides grants to support seafood processors, including at-sea processing vessels, to respond to coronavirus, including for measures to protect workers against COVID-19. FORWARD will distribute \$2,445,520 to eligible businesses to provide relief to eligible seafood processors who incurred costs due to the COVID-19 pandemic. Grant amounts are variable depending on impact and the quantity of applications.</p> <p>Business Assistance Programs</p> <p>In 2021, the Washington State Department of Agriculture contracted FORWARD to distribute \$14 million to nearly 1,000 applications to businesses in four sectors that have been economically hurt due to marketplace disruptions created by the necessary public health measures during the COVID-19 pandemic: wineries/breweries, shellfish farmers, farmers markets, and agritourism.</p>

	<p>At the end of the 11-week project term, we had approved 839 applications for funds, with the average award amount being \$17,000. A third of these awardees were minority-, women-, and LGBTQ-owned. Funds were used for a variety of relief and recovery reasons, including reduced income, increased costs, staff retention, operating expenses (rent, lease, mortgages, and supplies), pandemic compliance measures, and others.</p> <p>We supported WSDA’s program with the following services: Administration, application collection and processing, payment processing, funds disbursement, and reporting. We also identified and worked with community partners in each of the sectors for program awareness and outreach.</p>
<p>Washington State Department of Commerce</p>	<p>Northwest Disaster Grant Program In January 2023, COMMERCE expanded its contract with FORWARD to distribute \$17 million in individual grants to eligible businesses (including nonprofits) in Northwest Washington that have sustained physical damage or economic loss due to the flooding that occurred between October 2021 and April 2022. Grants were used for payroll, utilities and rent, marketing and advertising, building improvements or repairs, replacing damaged inventory and equipment, and other operations and business expenses. FORWARD provides full program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting. Nearly 50% of funds have been distributed as of 2Q 2023.</p> <p>Hospitality Grant Resources In early 2023, COMMERCE worked with FORWARD to launch its Hospital Grant program, which offers \$100 million in one-time grants to eligible restaurants, hotels, motels, and other qualifying businesses that have been negatively impacted by the COVID-19 pandemic. This program is intended to support eligible small businesses that can demonstrate a 25% reduction in gross receipts or sales as a result of the pandemic. Additionally, a portion of the funding will be directed to reimburse lodging establishments that experienced loss during the state’s eviction moratorium. FORWARD provides full program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting.</p> <p>Homeless Service Provider Stipend Resources In October 2022, FORWARD was selected to administer the Homeless Service Provider Stipend program. FORWARD will disburse \$51 million in incentives to eligible workers across the State of Washington. As part of this program, we are working with Commerce to develop and configure a platform that supports a centralized and universal application intake, eligibility verification and determination, funds disbursement, program workflows, program integrity and fraud mitigation, and customer support. To date, nearly half of the program’s funds have been disbursed.</p>

	<p>Emergency Rental Assistance Program Data Reporting</p> <p>In 2021, the Washington State Department of Commerce (Commerce) began utilizing the FORWARD platform’s data reporting functionality to collect Emergency Rental Assistance program data from across the State of Washington’s 37 counties. Their goal is twofold: 1) build reports that comply with the U.S. Department of Treasury’s requirements; and 2) create custom reports to capture and illustrate the scale, operations, and outcomes of rental assistance programs at the county and state levels.</p> <p>To administer these programs, Commerce contracts with counties. Counties work with local service providers to process applications, manage documentation and reporting, and issue financial assistance payments. The three temporary rent assistance programs currently operating are the Treasury Rent Assistance Programs 1.0 and 2.0 (T-RAP 1.0 and T-RAP 2.0) and the Eviction Rent Assistance Program 2.0 (ERAP 2.0).</p> <p>As of January 2022, more than 44,000 households across the State have received nearly \$287 million. This is the equivalent of 264,000 months of rent and 47,000 months of utilities paid, the majority of which were for households with an area median income (AMI) of 30% or less.</p>
<p>Washington State Department of Social and Health Services (DSHS)</p>	<p>Immigrant Relief Fund</p> <p>FORWARD was selected to administer DSHS’ third phase of the COVID-19 Immigrant Relief Fund, which provides economic relief to individuals and families who were significantly impacted by COVID-19 but were ineligible for federal stimulus funds or unemployment benefits because of their immigration status. FORWARD will disburse \$306 million in one-time grant payments to eligible individuals across the State of Washington. As part of this program, we are working with DSHS to develop and configure a platform that supports a centralized and universal application intake, eligibility verification and determination, funds disbursement, program workflows, program integrity and fraud mitigation, and customer support. This program went live in September 2022 and distributed 100% of the funds within the program timeline. We are continuing to support DSHS with other projects related to the Immigrant Relief Fund.</p>
<p>Whatcom Community Foundation</p>	<p>Small Business Flood Recovery Grants</p> <p>The Whatcom Small Business Disaster Recovery Fund (WSBDR Fund) was created in the Spring of 2022 to provide resources to support and invest in the recovery and resilience of Whatcom County’s flood affected small businesses to preserve community character and foster economic viability. The devastating Fall 2021 flooding damaged many small businesses in hard-hit Whatcom County communities. Those businesses are the lifeblood of their communities, providing jobs, products, and services and contributing to local character. Recovery Grant awards up to \$5,000 are intended to help cover essential expenses, including rent,</p>

	<p>payroll, repairs and mitigation measures to better face future disasters. FORWARD provided the Foundation with administration, application processing, and community outreach services through the FORWARD platform.</p> <p>Disaster Recovery Resource Connection Pilot The FORWARD Platform will be deployed to connect residents impacted by natural disasters to disaster recovery resources built using various engineering components. It includes an application portal, case notes functionality, data sharing mechanisms, reporting capabilities, a centralized program FAQ, and user-friendly features. By integrating these components, our platform will offer a seamless experience to residents seeking assistance. The application portal provides an intuitive interface for users to complete their applications efficiently. A centralized FAQ will offer comprehensive details about available resources. User-friendly features will guide applicants through the process, provide progress tracking, and improve the overall user experience. The FORWARD Platform will greatly benefit residents impacted by natural disasters by simplifying the application process, ensuring efficient communication, facilitating access to resources, and ultimately helping them recover and help the community rebuild more effectively.</p>
<p>Grays Harbor County</p>	<p>Eviction Assistance Rent Program (ERAP) 2.0 The County retained FORWARd to administer ERAP 2.0, which is intended to prevent eviction for households impacted by the COVID-19 pandemic. Low-income households living in qualified regions can receive funds to cover past due, current, and future rent and utility bills. FORWARD provides full program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting. Additionally, we are partnering with the Equity Institute to help with community awareness and application assistance.</p>
<p>Pacific County</p>	<p>Rental Assistance Program In 2022, the County approved the disbursement of emergency funding to prevent eviction for households who the COVID pandemic has financially impacted. Low-income households living in Pacific County can receive funds to cover past due, current, and future rent and utility bills. FORWARD provides full program administration services, including application portal, intake and eligibility verification, funds disbursement, and reporting. More than \$1.5 million in funds – the equivalent of 2,200+ months in rent – were disbursed to nearly 360 households throughout the County.</p>
<p>Skagit County</p>	<p>Rent/Utility Assistance Programs The County is using FORWARD to distribute over \$13 million in emergency rental assistance. FORWARD is supporting paper and digital applications to prioritize equity. FORWARD is providing the</p>

FORWARD

	<p>end-to-end solution for community outreach, collecting applications, reviewing applications, and distributing rental assistance funds.</p>
<p>Thurston County</p>	<p>Housing Essential Needs (HEN) Program FORWARD is being deployed in August 2022 to administer the \$3.4 million Thurston County HEN program to provide access to essential needs items and potential rental assistance for low-income individuals who are unable to work for at least 90 days due to a physical and/or mental incapacity. FORWARD provides payment distribution services and reporting.</p> <p>Emergency Rental Assistance Program The County is using FORWARD to transition applications from a prior rental assistance funding round and distribute over \$1 million in emergency rental assistance in 2022 to prevent eviction for households financially impacted by the COVID-19 pandemic. Low-income households living in Thurston County can receive funds to cover past due, current, and future rent and utility bills. FORWARD is supporting paper and digital applications to prioritize equity. FORWARD is providing the end-to-end solution for community outreach, collecting applications, reviewing applications, and distributing rental assistance funds.</p>
<p>Yakima County</p>	<p>Rent/Utility Assistance Programs Yakima County brought FORWARD on after their Washington State ERA program (T-RAP) was already up and running; they are using the FORWARD solution to disburse their remaining T-RAP1 funds and to administer their entire T-RAP2 program.</p>
<p>City of Kirkland</p>	<p>ARPA Small Business Relief Fund In March 2022 the City leveraged the FORWARD solution to administer its ARPA fund programs. The pilot program was a Small Business Relief Program specifically targeting and offering grants up to \$8,000 to businesses that had been deemed ineligible for an earlier funding round. The second program is targeting microenterprises and small businesses that have been negatively impacted by the COVID-19 pandemic. FORWARD is providing the City with administration, application processing, and community outreach services.</p> <p>Rental Risk Assistance Fund The City selected FORWARD to launch the Rental Risk Assistance Fund, which allocates funding to assist households and individuals seeking new residential leases in the City of Kirkland. The program is intended to help those facing barriers to obtaining stable housing and was launched in early 2023.</p>
<p>City/Town of Spokane</p>	<p>Business/Nonprofit Assistance Program In 2020, the City of Spokane deployed FORWARD to distribute more than \$2.4 million in CARES Act funds to small businesses and nonprofits</p>

in less than six weeks. FORWARD conducted outreach to the community, collected applications, reviewed applications based on the City’s eligibility criteria, and distributed funds. We also worked with local business support organizations to run webinars and training events so that they can aid the business owners. FORWARD also provided weekly updates and a final program report to City leadership. We received 300 applications, of which 148 were approved. Half of the awardees were minority-, women-, and LGBTQ-owned businesses. The average award amount was \$16,000.

Rent/Utility Assistance Programs

The City expanded its contract to use our FORWARD platform to distribute \$22.4 million in emergency rental assistance through the Emergency Rental Assistance (ERA1 and ERA2) and Treasury Rent Assistance Program (T-RAP1 and T-RAP2). To date, these programs have provided funds to more than 1,500 tenants and landlords across the City. The City was also the first in the state that has successfully distributed 100% of its ERA1 funds. In addition, equitable access to assistance is a crucial aspect of our FORWARD solution and has been integrated into every phase of the programs we administer, with the goal of reducing any perceived or actual barriers to assistance due to lack of awareness, limited access to technology, languages supported, and others.

For Spokane’s rental assistance program, we exceeded our equity delivery goals and effectively engaged populations of need within the community. 36.2% of the City’s ERA1 and T-RAP1 funds were disbursed to BIPOC applicants (including 12.1% and 8.3% to Black/African American- and Hispanic- identifying applicants, respectively; both groups have historically been disproportionately impacted by housing insecurity). Nearly 8.6% of the recipients were youth (ages 18 to 24) heads of households. 61% of recipients were below the poverty level: The median income for recipients was \$14,440, which is substantially less than the median income of \$58,293 across all Spokane residents. FORWARD was the end-to-end solution for both business and household assistance programs; it was leveraged for conducting outreach to the community, collecting applications, reviewing the applications, distributing the funds, and all required reporting.

Proposed Solution

Overview

We understand that the West Virginia Department of Health and Human Resources, Office of Inspector General (Agency), is seeking an enterprise, cloud-based case management system to support foster child/parent services across the State with the goal of enhancing intake, operations, efficiency, and visibility. The vision for this software include modularity, interoperability, and ease of configuration to support the Agency's functional requirements, which include:

- Intake
- Investigation
- Assessments
- Eligibility
- Case Planning and Management
- Placement
- Service Referral
- Permanency Planning and Post-Permanency Support
- Foster Care Provider Management
- Capacity Management
- Reporting and Analytics

We understand the Agency's goals and vision for this case management system, and believe that our FORWARD platform provides the Agency with a solution to meet their needs today and in the future. It is nimble to the complexities of community programs and the clients who use them, supports ease of client intake and engagement, captures client data across programs for informed decision-making, and enables a digital transformation of a customer's disparate systems and paper records. Client communications are easily documented, maintained, and managed across interaction types, including SMS, email, phone call memos, etc. More details about the FORWARD platform have been provided in this section.

Proposed FORWARD Solution

Over the past seven years, we have been designing, developing, iterating, and operating our integrated program administration platform, FORWARD. FORWARD is a 100% cloud-native platform that has been used by our customers to streamline design, implementation, eligibility and enrollment, application submission/intake, document upload/management, operations, communications, reporting, compliance, and other functions for their community programs.

Our proposed solution for the Agency leverages and builds upon platform functionality and features that are currently in use by our customers across the country, including

- **Program awareness and coordination:** Accessibility and usability across community programs and agencies
- **Client profiles:** Capture of applicant information, communications, application review/evaluation, and other data

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- **Client intake and decisioning:** Intake forms, workflows, and tasks that can be easily configured to capture the information needed for community programs and ensure that clients get the support they need
- **Data integration:** Sharing of data between the FORWARD platform and other systems
- **Program reporting, analytics, and visualizations:** Operational reports, fiscal/budget tracking, and dashboards to support visibility into program activities
- **Role-based data access:** Identity and access management through Zero Trust-based policies
- **User privacy:** Compliance with HIPAA and PII regulations

Since its launch, we have been iterating FORWARD to support market and customer demand; this evolution has included customer collaboration, cloud infrastructure management, platform/program governance and monitoring, secure data store and containerization, and integration of information across customer systems, supported by a multidisciplinary, cross-functional software development team.

We believe that the FORWARD platform will allow us to accelerate the design, development, and implementation for the Agency's case management system. FORWARD is offered as a Platform-as-a-Service (SaaS), and has been enabling us and our customers to build, configure, and iterate robust platforms to support community programs. **Because of this, we anticipate FORWARD can expedite the launch of the Agency's case management system, as well as provide a platform that is configured to the Agency's specific needs, processes, and business rules.**

Account and Project Management

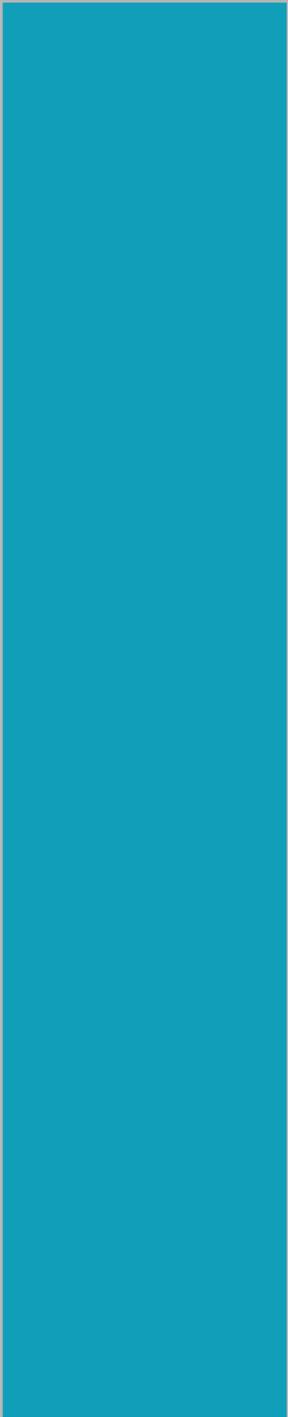
Project management, communication, and reporting are integral to ensuring that the case management system is implemented successfully and running smoothly. We pride ourselves on being responsive to the needs of our customers and their projects and will ensure that any performance or quality issues are remediated as quickly as possible.

Our approach to project management – including project coordination, risk and issue management, and testing – is based on key project management principles and best practices, allowing us to ensure alignment and transparency in project execution, communications, resource, schedule, quality, change, and transition management.

We recommend setting up a recurring project meeting with the Agency to review implementation progress. After go-live, we would recommend a weekly meeting for the first one to two months, then transition to a monthly or quarterly meeting cadence. These meetings will review progress, performance, issues encountered and mitigation strategies, and insights and recommendations.

The following are detailed descriptions that govern our approach to project management.

Project Coordination	<p>Successful project coordination and execution begins with a kick-off call between FORWARD and Agency project teams and other stakeholders. We will work with the Agency to identify necessary participants and establish a kick-off call agenda that will cover shared expectations for the project and stakeholder involvement. The agenda generally includes project purpose, scope, and deliverables; project schedule and key milestones; roles and responsibilities (including time commitments if known); communications and notifications, and risk/issue management. The kick-off call discussions will inform agile deliverables, including product vision statement, product roadmap, product backlog, and release plan.</p> <p>The kick-off call will also explain our agile approach to solution discovery, design, and development, as well as the tools that will be used to document, guide, and communicate project execution. We will follow scrum agile software practices to develop the case management software using appropriate milestones, tools, and ceremonies. Our cross-functional, collaborative approach leverages our extensive experience with the backlog and issue management with Jira collaborative documentation (Confluence) and other tools in the Atlassian suite. We also use TeamGantt, Slack, Google Docs, and other tools to provide a unified suite for management, oversight, and journey reporting. These tools provide transparency in project execution, allowing us to create and identify product owners, development, and operations, with goals, plans, roadmaps, timelines, and schedules; they also allow us to store artifacts and correspondence securely.</p> <p>During sprint planning meetings, we will involve and work with the Agency to create a prioritized product backlog that defines epics, stories, and acceptance criteria for the case management software. The backlog is groomed in two-week sprints, and we would level-load our resources with defined tasks and spikes prior to the start of the sprint. We follow a self-organizing principle of agile development to ensure that the development team has the right skills and team members to deliver on groomed, well-defined stories and development research spikes into each sprint. During the sprint, daily huddles are used to check on work item status and to identify and resolve any impediments to sprint progress.</p> <p>Sprint demos will regularly showcase the development of the case management software, accept delivered stories, and solicit feedback from stakeholders. We conduct sprint retrospective meetings to review what worked well and identify opportunities for improvement that can be applied as lessons learned in subsequent sprints. We will also follow agile practices to plan multiple concurrent sprints across our microservices-based components.</p>
Risk and Issue Management	<p>FORWARD proactively addresses risks and issues through sprint grooming and daily huddles, which allows us to check on work item status and to identify and resolve any impediments to sprint progress; these frequent checks enable us to catch and resolve risks before they turn into issues.</p>



We will work with the Agency to develop a Risk and Issues Management Plan that will cover a comprehensive, structured approach to the identification of how quality will be assured at each level in the project decomposition, down to individual features. monitoring, identification, classification, and documentation of risks, issues, and incidents; assessment of potential impact on project quality and timeline; development of mitigation and resolution strategies; and appropriate escalation to the appropriate stakeholders.

Our approach includes proactively identifying potential risks, the probability and impact of their occurrence, potential responses based on risk exposure, and costs (time, quality, financial) of acceptance, avoidance, or mitigation. Risks are documented and scored based on their probability, impact, and overall exposure. As risks are identified, they are logged in the risk register, evaluated for probability and impact, prioritized, and assigned an owner to develop mitigation strategies and monitor the risk through resolution.

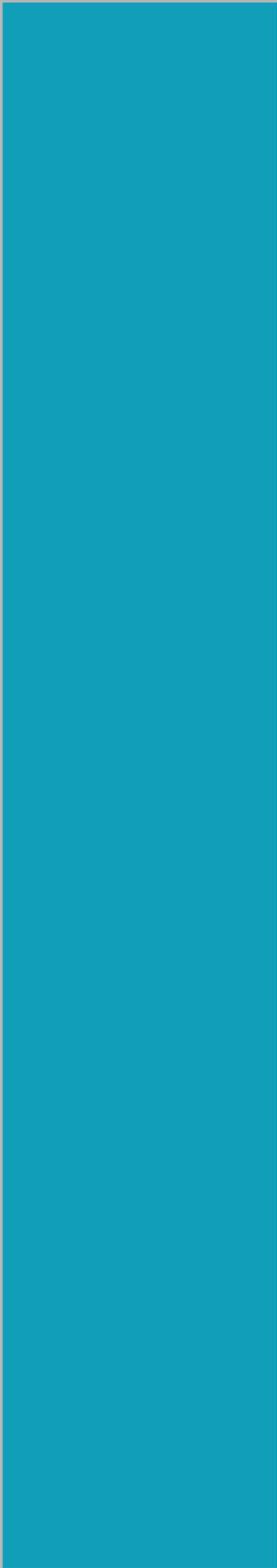
Additionally, throughout project execution, FORWARD and the Agency will meet at regular intervals to review new/existing risks and issues. We also discuss project issues and then develop and adjust mitigation strategies to make certain that risks do not turn into issues and that any issues do not have a significant impact on project deliverables or milestones. The following is our general approach to risk and issue management:

- Identify the risk
- Assess and quantify the risk based on probability of occurrence, the impact of occurrence, and overall risk exposure
- Determine the risk management strategy based on avoidance (eliminate), mitigate (reduce), transference (outsource or insurance), or ignore (accept and budget/plan accordingly)
- Track risks/issues based on periodic reassessment and status of management strategy/action plan

Risk/issue management can be coordinated with Confluence and Jira which have the ability to ask questions, raise issues, and address these within the individual artifacts whether epics, stories, bugs, or issues. Individuals can subscribe to see notifications of changes and resolutions to issues or tasks. Every ask, task, and work item are assigned tickets, which can contain attached documents and reference other tickets while maintaining a structured hierarchy for the organization. Issues can be authored and attached to any section, document, or story for further analysis, research, and discussion with stakeholders and feature authors.

Testing

FORWARD has developed testing strategies that provide project, component, and feature-level oversight support for requirements checks and test phases with test roles by project stakeholder type, with specific individual processes. This strategy includes test meeting management, test case/script design, test tools and repositories, test environment management, and defect detection. Our strategy also defines tracking reports and significant monitoring trends. The software passes from



Development to Test to Staging through QA processes in each before deploying to Production.

Comprehensive testing is a suite of processes across a spectrum of concerns; Functionality, Quality, Experience, Load & Scale, with instrumented Dev/Sec Ops ensuring security, vulnerability, availability, and monitoring. From a separation of concerns perspective, we encourage test-driven-development (TDD) practices to ensure that detailed functional testing is built into the development process prior to code or data being introduced into any shared pre-production environment. Once code has been unit tested in development (generally within a cloud container, such as Docker, it is verified in Tenable as part of our CI/CD pipeline and checked for policy violations and vulnerabilities prior to check-in. Our Test Cluster is built component-by component and test plans, derived from product specifications are executed across APIs, data, workflows, processing, and user experiences. In many cases, automated regression tests have been written and these will execute within the Test Cluster, ensuring all core processes are validated. Bugs and anomalies are written and Development can interrogate and address any issues until all tests pass. The collection of new features, bugs, and supporting changes, especially with User experience features are built and deployed to our Staging Cluster. Once in Staging, test accounts and test data are loaded and UAT begins and completes with key users and project managers. Once UAT is completed, production deployment begins. Often this can be accomplished with Blue-Green deployments where we have both versions of, say, a component or experience live. We can then partition a small number of users and direct them to the new feature or experience vs. the feature being “replaced”. We can evaluate whether specific criteria are met based on goals (AB testing) before committing more users to the experience. This process can then either ramp up, cut-over, or roll-back depending on the analysis of the measured results. We will work with the Agency to ensure that we have the right level of coverage, scale, monitoring, and processes to ensure quality development processes.

FORWARD leadership and team members have experience with Total Quality Management (TQM), the principles of which will be applied to this project. For example, while employed in Boeing Research & Development, our CTO studied the Toyota Production System as part of a joint venture between Boeing and Toyota. This TQM experience was applied during his 14-year tenure at Microsoft, throughout his 14 years of work in building SaaS startups. More recently, our CTO has been applying TQM principles in the iteration of the FORWARD platform, which will be used as an accelerator for the design and development of the case management system. Application of TQM principles to auto-failover, continuous monitoring, routine maintenance, auto-scaling, and significant local and geographic redundancy has allowed him to achieve and exceed 99.99% availability for the products under his purview.

FORWARD Platform Hosting

The FORWARD platform is cloud hosted. Our preferred cloud hosting provider is Microsoft Azure; we also have significant experience with Amazon Web Services (AWS) and Google Cloud Platform. With any of these providers, The Agency's data will be stored in secure data centers throughout the United States. Data centers and availability zones are regional and configurable, providing the Agency with full ruling and transparency over where its data will geographically reside. During implementation, we will work with the Agency to identify the most appropriate provider for the Agency's FORWARD instance. Agency data will also be logically separate from other customer data; customer data will never be commingled.

Cloud infrastructure provides exceptional scale, redundancy, partitioning, and performance, and was designed to meet compliance requirements for data security and protection. For example, Azure is compliant with a number of industry standards and government regulations, including FedRAMP, HIPAA, and ISO 27001. Azure also provides advanced security features, such as role-based access control, encryption at rest and in transit, and threat detection and response capabilities, which further protects sensitive data. AWS and Google Cloud Platform have a similar commitment to compliance and data security.

FORWARD Software Development Lifecycle

We have decades of experience in building software solutions that align with OWASP and NIST guidelines, as well as with various Software Development Life Cycle (SDLC) methodologies. The following is an overview of our software development practices:

- Our FORWARD platform is cloud native. All instances are constantly and continuously monitored for security alerts and updated by reputable cloud hosting providers such as Azure, AWS, and Google Cloud Platform. Their 100% managed services allow our software to be compliant with ISO/IEC 27000 series (2013, 2015, 2019), ISO 9001 (2015), and CSA STAR CCM v3.0.1.
- For fast, repeatable deployment, scalability, and high availability, we leverage Managed Terraform (infrastructure-as-code) to programmatically script deployment of our API endpoints. Terraform provides security and infrastructure automation workflow, ensuring compliance through access controls, policy enforcement, and regular audits.
- We securely manage source code using GitHub for software version control. As part of our continuous integration and continuous delivery (CI/CD) approach, we use Circle CI as part of our development pipeline, leveraging Tenable's Managed Security and Vulnerability Management Suite (Tenable.CS) for end-to-end code-to-cloud runtime coverage across cloud environments and the deployment pipeline. Tenable's subscription is constantly updated for malware, threats, and identified vulnerabilities.
- We leverage SumoLogic's managed platform to quickly detect application and security incidents across all our applications and services. Dashboards and logs provide real-time monitoring and troubleshooting while real-time threat intelligence protects each service and application for our full cloud infrastructure, further providing monitoring and cloud-native compliance and auditing.

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- We maintain distinct, isolated, and secure environments for Development, Test, Integration, and Production. Environments include more than 100 separate Security Groups for granular security access. Direct access to environments is restricted, and changes are only managed through the code and cloud deployments pipelines.
- Our cloud-native applications and administrative tools protect sensitive data, which is encrypted at rest and in transit. Access to customer and client data is managed through:
 - Strong passwords with multi-level CAPTCHA and multi-factor authentication (MFA)
 - Secure role-based access to data, limiting granular need-to-know access across internal staff and external community-based organizations. Access is extended to additional organizations and stakeholders in a limited fashion for legitimate interests and revoked immediately when no longer needed.
 - All databases and daily backups are encrypted (in transit and at rest)
 - All collected user documents are stored securely in cloud storage

Response to RFP Section 3. General Requirements

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 - Enterprise level, Cloud-Based, statewide case management system which must be compatible with the West Virginia Office of Technology's current operating system, Windows 11.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. Our proposed solution, the FORWARD platform, is an enterprise, cloud-based case management system accessed via a web browser.

3.1.1.1 - System must be modular to allow system upgrades and enhancements, must be scalable for increasing the number of licensed users and to support unlimited persons, cases, contacts, activity transactions, and reports.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform was designed to be modular and easily configurable, allowing the Agency to tailor the system to meet its current and future needs. The platform's scalability has been tested for up to 10,000 simultaneous users with no noticeable degradation in performance. (Please note that our pricing assumes that a maximum of 8,000 cases will be created within the platform; storage for more than 8,000 cases is available for an additional fee.)

3.1.1.2 - System must have administrative ability to create enterprise-wide announcements to be displayed on the user home page, which can be targeted to all users, or specific group users, or specific users. System must enable real time collaboration or access sharing with system users.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. Agency users with the appropriate permissions can configure alerts and content on the landing page, on user dashboards, on the case/client summary page, and at screen/field levels. All data stored within the FORWARD platform is available in real time and accessible by all users with the appropriate roles/permissions.

3.1.1.3 - System must allow for speech to text functionality where applicable, and be accessible from laptops, desktops, and tablets.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform can integrate with any speech-to-text applications in use by the Agency, its users, or its clients.

3.1.1.4 - System must provide the capability for authorized users to drill down to individual data elements in dashboard reports. System must enable user, manager, and administrative dashboard and reporting tools for performance, workload, task and case status monitoring by case, user, team, and/or enterprise.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform offers a user-specific dashboard for users to view their caseload and assigned tasks, as well as workload management dashboards for managers to view workflows, task/case status, and other performance indicators across their team.

3.1.1.5 - System must provide a quick search capability based on a single and or an advanced multiple field/filters.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. Searches are context-sensitive and allow users to select criteria - such as specific fields, data ranges, and others - to help narrow search results.

3.1.1.6 - System must allow name fields must include capacity to enter and store nicknames, appellations, and suffixes.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform allows the addition of text fields to capture nicknames, appellations, suffixes, and other data.

3.1.1.7 - System must maintain a chronological and reportable audit trail of activity by user and/or case, including a history of modifications to all data and event logs by record and/or user.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform captures and records audit trails of all user activity, including login/logout, file/screen access, changes made within the platform, messages, etc. Activity is logged by user, date, and time stamps. Audit logs are protected against modification and tampering, allowing the platform to preserve an accurate, detailed history of user activity. Access to audit logs is limited to users with the appropriate permissions; user access to audit logs is also captured and recorded.

3.1.1.8 - System must allow administrators to add, delete, change, or control user role-based security permissions by users or user group types.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. All users within the FORWARD platform are assigned a role-based user profile that determines what they can view and how they can interact with the data in the platform. These user profiles feature options for security permissions/restrictions, screen, and functional/data access rights. Permission and restrictions are configurable to ensure that user experience and access to data is the minimum level of access necessary while meeting their functional needs. User profiles are configured, assigned, and managed by Agency users with the appropriate permissions.

3.1.1.9 - System must provide access to all applications and user documentation, vendor use, and help tool within a single site. System must integrate seamlessly with back-office systems including versions of Microsoft Suite and/or Google Docs. System must allow document attachments to be scanned and associated with one or more person/case records, as well as complaints, notes, and other identifiers. System must allow documents to be thumbnail/first page previewed prior to full access.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform is accessed through any web browser; no custom browser configuration is needed. It integrates with all back-office systems, including the Microsoft Office Suite and GoogleDocs. The help library is easily launched from within the platform. Additionally, instructions can be captured in field captions; the Agency can also configure tooltips and contextual help.

Uploaded documents, case notes, data from third-party systems, etc., must always be associated with a case and/or client. The platform displays a thumbnail of the document's first page upon cursor hover.

3.1.1.10 - System must support users and administrators to schedule and prompt future date tasks, activities, calls, and followups, and do so with role-based permissions, to other users.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform can support automated and manual task assignments, as configured by the Agency. Tasks can be assigned to a specific individual, a specific inbox/team, or a queue. This functionality is limited to users with the appropriate permissions as configured by the Agency.

3.1.1.11 - System must allow users to return to using a quick search feature to the three (3) most recently accessed records or activities. System must provide capabilities to determine whether a caller, a person, or case record already exists to avoid duplication. System must provide a means to merge identified duplicate records.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform can be opened in multiple browser tabs or windows, allowing users to switch between multiple cases or clients. A shortcuts panel identifies the five most recent cases or clients accessed by the user.

The platform offers a number of duplication mitigation tools. During entry of a new case/client record, the platform will check key fields – such as case numbers, social security numbers, email addresses, etc. – for potential duplicate cases or clients and prompt the user to indicate whether

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they want to continue creating the new record. Additionally, cases and clients can be flagged by users as potential duplicates for later research.

3.1.1.12 - System must manage essential information in a global record including demographics, telephone numbers, email addresses, county, region, map, links, contacts, notes, documents, file attachments, and associated persons including but not limited to relatives, children, attorneys, and collaterals. System must allow addresses to be United States Postal Service (USPS) validated. System must also allow entry of foreign addresses and characters. System must allow for APO (Military) addresses if individuals are deployed or stationed overseas.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform's Client Profile centralizes all case and client information, including demographics, contact information, associated persons, documents, and other data. Addresses within the United States and its territories are validated at the point of entry, and users are prompted to confirm the validated address before proceeding. The platform can also accept APO addresses, as well as foreign addresses and characters.

3.1.1.13 - System must allow retention/display of photographic images, audio and video files in their native format within contact records as needed. System must support documentation storage within a case or record, in all common formats including Portable Document Format (PDF), Microsoft Suite, Google Docs, etc. and must be document level searchable.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform supports document upload in all common formats, including PDF, DOC/DOCX, XLS/XLSX, PPT, JPG, and others. All uploaded documents must be associated with a case and/or client. The platform supports integration with OCR technology; OCR information is stored within the platform and is searchable.

3.1.1.14 - System must provide capability for person and case specific alerts to be set by users, such as status indicators and validation messages, to provide feedback to users when accessing a case or record. System must support full case management workflow enabling labels (i.e., receive complaint, preliminary data collection, investigation, in process, awaiting approval to close, etc.) and time tracking by status, workflow from initial contact to case closure.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. Agency users with the appropriate permissions can configure alerts and content on the landing page, on user dashboards, on the case/client summary page, and at screen/field levels.

3.1.1.15 - System must support automated or manual assignment of a unique case identifier upon creation of a new case. System must provide a way to navigate a case summary view. System must support correspondence production including letter and email templates, then can be connect to workflows, can be auto populated with case record or person specific data, and can be transmitted and timestamped.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform supports the automatic generation of case and client identifiers upon the creation of a case or client record. All case and client information is centralized in the platform's Client Profile, which displays a summary that users can then expand to view more detailed information.

The platform supports integration with document generation software, allowing users to autogenerate and deliver correspondence prepopulated with information from the case or client record. Additionally, FORWARD's native integration with DocuSign supports the capture of electronic signatures. (Separate licensing is needed for DocuSign.)

3.1.1.16 - System must support the ability to generate correspondence to an individual, a group of individuals with similar characteristics, or to a predefined distribution list. System must support templates as form letters, fill-in form letters, customized form letters, or custom letters using integrated Hyper Text Markup Language (HTML) editor without Microsoft Word. System must support capability to create output in hard copy, paper letters, emails, or Google Docs.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform supports integration with document generation software, allowing users to autogenerate and deliver correspondence prepopulated with information from the case or client record. Additionally, FORWARD's native integration with DocuSign supports the capture of electronic signatures. (Separate licensing is needed for DocuSign.)

3.1.1.17 - System must support user addition of notes, complaints, inquiries, tasks, calls, and other vital data to person and case records in accordance with role-based security permissions that include view, add, edit, and delete levels of access. System must support role-based case assignment/ownership, task delegation, and case transfer both individually and as a group, to, among, and between users. System must provide for customizable workflows incorporating the steps and statuses already available in the standard workflows and incorporating automatic generation of related tasks.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform features a communications center that enables and captures all case/client communications. A user's profile determines their ability

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to view and interact with the data within the case or Client Profile, including case notes, communications, documents, and more.

Additionally, the platform supports automated and manual task assignments, as configured by the Agency. Tasks can be assigned to a specific individual, a specific inbox/team, or a queue. This functionality is limited to users with the appropriate permissions as configured by the Agency.

3.1.1.18 - System must allow agency to attach an actual or estimated cost per activity unit to all activities within the workflow to enable estimates of the activity cost of providing complete handling and investigatory services.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. All data captured within FORWARD is available for monitoring, reporting, and analytics. FORWARD supports real-time and time-boxed monitoring and reporting on platform intake, case management, program operations, user activity, financial transactions, and other data available within the platform. Additionally, data can be exported for integration with any reporting applications (e.g., Tableau) or other data systems in use by the Agency.

3.1.1.19 - System must include monitoring functionality allowing progress to be monitored and alerts/reminders generated when workflow nears completion or needs approval.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform supports due date capture when a task is generated. The due date can be set manually or according to a business rule during automatic generation. Dashboards will always display due dates; tasks that are near-due or overdue will display in red.

3.1.1.20 - System must provide means for administrators to update the look and content of the public facing portal and the administrator created content on associated weblinks.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform allows Agency users with the appropriate permissions to configure interfaces, forms, workflows and rules, reporting, and more to ensure that the system meets their needs. Additionally, we will work with the Agency to configure a public-facing program landing page that will include information, including points of contact (e.g., office address, telephone, and email address), for the program.

3.1.1.21 - System must provide a public facing portal that enables modification of text size and other page appearance qualities to comply with the Americans with Disabilities Act (ADA) standards as well as industry standard login/password requirements. System must provide a customizable web form incorporating a CAPTCHA response test.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform allows Agency users with the appropriate permissions to configure interfaces, forms, workflows and rules, reporting, and more to ensure that the system meets their needs. Additionally, we will work with the Agency to configure a public-facing program landing page that will include information, including points of contact (e.g., office address, telephone, and email address), for the program.

We employ stringent, industry-standard login and password requirements to prevent unauthorized access. This includes minimum password lengths, password complexity, password expiration, account lockouts, and more. Additionally, when registering on the FORWARD platform for the first time, we require text-based CAPTCHA to protect against automated attacks.

3.1.1.22 - System must enable administrative development of data field labels, characteristics, and picklists. System must also enable users to search picklists using drop down menus.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The Agency would have full configurability and control over field properties, including field label and field name, field type, and contents, and whether the field is mandatory.

3.1.1.23 - System must allow automation of business practices of the agency and allow administrators to create workflow within the application. System also allows for users to set a specific list of favorites, such as searches, templates, and contacts. System must also provide comprehensive standard reports and graphics, including management reports for operational, performance and outcomes, incorporating conditions highlighting for important variances to targets.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. The FORWARD platform supports workflow configuration and management, based on program needs and business rules, for intake, eligibility verification, resource/service matching, decisioning (approval/denial), documentation of case notes, notifications and alerts, and other functions needed by the Agency.

3.1.1.24 - System must provide capacity to create and generate comprehensive case reports, pre-formatted, relevant to the review/investigation type, the reader, and level of detail required. System must provide for historical reports to show trends and comparisons between time periods. System must provide for generation and distribution of standard and ad-hoc reports at regular intervals as set by users with role-defined permissions. System must provide a library of standard reports supporting common aspects of case management and investigatory practice. System must provide ad hoc report generator for enterprise management, with capacity for ad hoc report criteria to be saved for future reports. System reporting engine must allow report writers to create, publish, schedule, and distribute standard and ad hoc reports in varying formats including graphs and charts.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. All data captured within FORWARD is available for monitoring, reporting, and analytics. FORWARD supports real-time and time-boxed monitoring and reporting on platform intake, case management, program operations, user activity, financial transactions, and other data available within the platform. Additionally, data can be exported for integration with any reporting applications (e.g., Tableau) or other data systems in use by the Agency.

3.1.1.25 - System upgrades, enhancements, and error corrections must be at no additional cost/charge when such upgrades, enhancements, and error corrections are generally made available to its other clients of similar systems at no additional cost/charge.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. System upgrades, enhancements (when included as part of an upgrade), and error corrections are included in the FORWARD licensing and maintenance/support fees.

3.1.1.26 - System must enable a public facing web form and a public use email to integrate and populate, as specified by the administrator, to contact, person, or case records to avoid duplication of data entry.

FORWARD acknowledges and commits to providing the Agency with a case management system that meets this requirement. We will work with the Agency to configure a public-facing program landing page that will include information, including points of contact (e.g., office address, telephone, and email address), for the program.

FORWARD

3.1.2 - Vendor must actively provide a statewide case management, customer relationship management, or investigations management system to a minimum of three state agencies. Evidence of compliance with requirement shall be provided with bid. Vendor must provide contact information including contact name, phone number and email address of a director (or equivalent) of a program where they have successfully installed and supported an Enterprise level, Cloud-based statewide case management system. Evidence of compliance with requirement shall be provided with bid response.

FORWARD has the capacity and capabilities to provide the Agency with a fully functional, robust case management system to support child welfare-related concerns and complaints. The following references demonstrate the breadth and depth of our experience. We respectfully request that the Agency notify us when they are ready to conduct reference checks so that we can let our customers know to expect a call.

Additionally, on the following pages we have provided case studies of state-wide and regional programs where FORWARD’s technology was leveraged to support program administration and management.

1.	Name	Kathryn Dodge, Treasury Rent Assistance Program Manager
	Company	Washington State Department of Commerce
	Telephone	(360) 764-9682
	Email	kathryn.dodge@commerce.wa.gov

2.	Name	Laura Butler, Aquaculture Coordinator
	Company	Washington State Department of Agriculture (WSDA)
	Telephone	(360) 902-1842
	Email	lbutler@agr.wa.go

3.	Name	Christian Olmos, Deputy Director, Community & Consumer Services Division
	Company	County of Los Angeles
	Telephone	(213) 626-9407
	Email	colmos@dcba.lacounty.gov



FORWARD Impact

- Distributing over **\$350M** in stipends to immigrants across Washington State
- Supported more than **100,000 households**
- Prevented **8,300 cases of fraud**, saving over **\$26M**

“

I want to let you know that I received the check for \$3,000. I want to thank you very much for the kindness you gave us. Thank you so much for your time and all the work you do. Thank you.

WA Immigrant Relief Fund Awardee

FORWARD was contracted by the Washington Department of Social and Health Services (DSHS) to administer over \$350M to households in need through the Washington Immigrant Relief Fund. Our team worked closely with DSHS to design and implement the program infrastructure, including application intake and processing, fraud prevention, payment processing, and reporting.

To date, we've awarded stipends of \$3,075 to over 100,000 households, and we're using data to track whether checks have been cashed and ensure that awardees can access these funds.

At FORWARD, we're committed to preventing fraud and protecting the integrity of the program. We use state-of-the-art data security defenses, and fraud checks are integrated into every stage of the application intake, review, and approval process. Our staff are trained to identify suspicious activity, and all suspected fraudulent cases are referred to our full-time Fraud Subject Matter Expert. Thanks to this process, we were able to prevent 8,300 cases of fraud, saving the State more than \$26,000,000.

We recognize that many of the communities targeted by this program face language and technology barriers. To address this, FORWARD and DSHS collaborated with over 70 community-based organizations across Washington state to reach underserved communities. We're proud to have been able to serve these communities and provide critical support during a time of need.

Fast-FORWARD your programs at www.forwardplatform.com

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FORWARD Impact

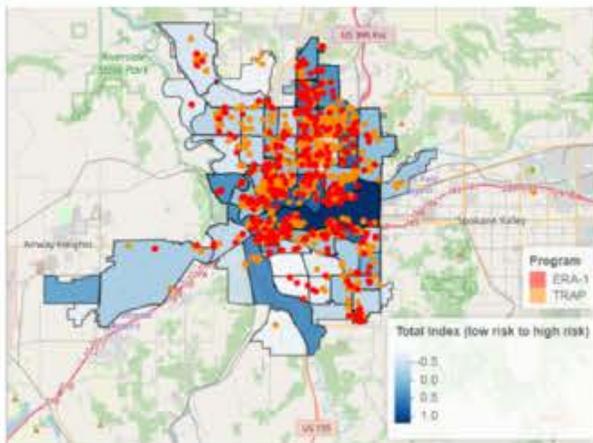
- Distributed **over \$22M in rent relief**
- More than 1,500 tenants and landlords supported
- Distributed **100% of its ERA1 funds**

The City of Spokane partnered with FORWARD to distribute \$22.4 million in emergency rental assistance. To date, these programs have provided funds to more than 1,500 tenants and landlords across the City.

FORWARD streamlined all aspects of the program including marketing and outreach, application design, review and processing, fraud prevention, payment distribution and reporting.

In addition, FORWARD leveraged the Urban Institute's Rental Assistance Priority Index to analyze emergency rental assistance funds distribution for the City of Spokane. Through this research, we were able to track applicant funding disbursed through the City's rental assistance programs against census tracts for Spokane and utilize this data to target outreach to underserved neighborhoods and areas at high risk of housing instability and homelessness.

As a result, FORWARD exceeded equity delivery goals and effectively engaged populations of need within the community. 36.2% of the City's ERA1 and T-RAP1 funds were disbursed to BIPOC applicants. The City was also the first in the state that has successfully distributed 100% of its ERA1 funds.



“Thanks to FORWARD, the City of Spokane was the first in Washington state to successfully distribute 100% of its ERA1 funds. The FORWARD platform was indispensable in administering the Spokane Rental Assistance Program, streamlining all aspects of the program process so households can easily apply for critical funding.”

Margaret Hinson, Former COVID-19 Program Manager, City of Spokane

Learn how FORWARD can support your community
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FORWARD Impact

- Distributing approximately \$24M in rent and utility assistance to over 3,600 households
- Hosted three in-person rental assistance events to support 767 underserved households that faced language and technology barriers
- Prevented 388 instances of fraud, resulting in a significant savings of more than \$6.2 million.



The County of Yakima in Washington state enlisted the services of FORWARD to disburse roughly \$24 million in rent and utility aid to households affected by the pandemic who were experiencing housing insecurity and eviction. In partnership with the County, FORWARD established the program's infrastructure, managed the application process, supervised community partners, implemented safeguards against fraud, and submitted reports to the Treasury.

The majority of households in Yakima are Spanish-speaking, monolingual, and work in agriculture or farming, which presented barriers to accessing the online application. To address this, FORWARD partnered with local organizations to host three in-person rental assistance events at locations and times convenient for the target population. Over 20 FORWARD staff members, including bilingual Spanish-speakers, were on hand at each event to assist households with scanning documents and completing applications.

The first two events were held in central Yakima and served a total of 439 people. The final event was held in Sunnyside, with a largely underserved Latine population, and served 328 households. FORWARD led the effort to publicize the events through press, radio, and social media, as well as by collaborating with community partners to spread the word.

Thanks to the marketing campaigns and events, the program gained significant community support, resulting in a 33% increase in the number of applications received by the county.

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info@forwardplatform.com

Project Team

Overview

FORWARD employs qualified organization leaders, domain experts, and support staff with extensive experience, depth of expertise, and demonstrated capacity to support development and implementation, administration, operations, and customer service for the Agency's project. Our teams have demonstrable development experience and expertise, having designed and launched B2B and B2C platforms for the administration of social and human services, community data tools, application portals, e-commerce, real estate, news, and more.

Account Manager

The primary liaison between the Agency and FORWARD will be Kelsey Martin, FORWARD's Director of Client Services. Kelsey is responsible for program launch and management, analytics, and content creation. She will provide oversight and account management for the project, ensuring a high quality of service to both customers and clients, as well as project transparency to customers through project updates.

Kelsey will work closely with FORWARD's CEO, Adnan Mahmud, and Chief Technology Officer (CTO), Delane Hewett, both of whom will provide executive support for this project. Both Adnan and Delane are Microsoft alumni and have significant experience with platform architecture, software product development, aggregator sites with feed transformation services, data analysis and visualization, and machine learning and neural networks. They bring a combined 50+ years of experience to this project.

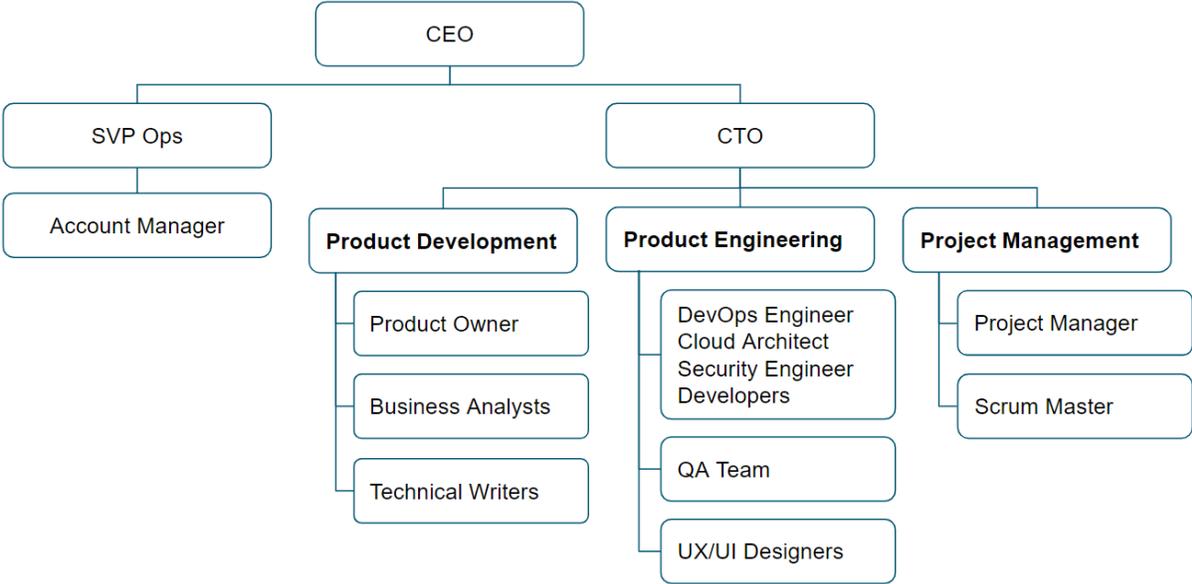
Project Resources

Additionally, we employ fully functional Product Development, Product Engineering, and Project Management teams that will be leveraged to support the design, development, and implementation for the case management system. The project team will include a Project Manager and Scrum Master to oversee project progress; these roles will be assigned upon contract execution. Other roles that may be involved in this project include product owners, business analysts, QA analysts, UX/UI designers, and technical writers. During implementation, we will facilitate a discovery session that will review the Agency's requirements for this software, as well as identify any other key FORWARD or Agency personnel that need to be involved.

FORWARD will work closely with the Agency's project team and other stakeholders to ensure that the case management system meets current and future Agency, community, and client needs.

Project Team Organizational Chart

The following chart and table identify key project personnel and their responsibilities within the project. This team will work closely with the Agency throughout the contract term to design, develop, and implement the case management system.



Below are biographies and resumes for the project leadership team.

Adnan Mahmud, Chief Executive Officer	
	<p>Responsibilities Executive oversight for the project</p>
	<p>Qualifications Adnan Mahmud, FORWARD’s CEO, will provide executive oversight for FORWARD projects.</p> <p>As founder and CEO, Adnan is passionate about using data and technology to tackle the world’s biggest challenges. Through FORWARD, he has worked with more than 200 customers around the world and has been featured as a Gov100 company every year since 2016.</p> <p>Prior to founding FORWARD, Adnan worked for eight years at Microsoft, where he managed the company’s largest data pipelines and received multiple patents in data analysis, visualization, and management. In addition, Adnan is a co-founder of Jolkona, a nonprofit that provides mentorship and training for social entrepreneurs.</p> <p>Adnan earned his master’s degree in computer science from the University of Southern California.</p>

Delane Hewett, Chief Technology Officer (CTO)



Responsibilities

Oversight of platform/product design, development, and roadmap

Qualifications

As FORWARD's Chief Technology Officer, Delane Hewett is responsible for oversight development, configuration, and implementation of the FORWARD platform/product. Delane worked across several start-ups within Microsoft for about 15 years and then a journey of another 14 years at start-ups across real estate, news, advertising, e-commerce, and helping businesses from the smallest to the Fortune 500 at DataSphere & Sinclair Broadcast Group. Delane then dedicated a year to building applications in deep learning and then another year at OfferUp leading several engineering, data, and product teams.

Tim Morones, Senior Vice President, Operations



Responsibilities

Oversight of project and program implementation

Qualifications

As Senior Vice President of Operations, Tim Morones oversees FORWARD implementation and operations, including program design, management, and funds disbursement. Tim has more than 25 years of experience in leadership and growth, customer operations, and financial management for high-tech, high-growth companies. During this time he has also maintained an active community presence, serving on the board for both nonprofit and for-profit organizations. In 2012, he was elected Chairman of the Audit Committee for ITEX Corporation (OCQB: ITEX). Tim holds a bachelor's degree in Finance from the California State University of Sacramento.

Kelsey Martin, Director, Client Services



Responsibilities

Program launch and management, analytics, and content creation

Qualifications

As the Account Manager, Kelsey Martin is responsible for program launch and management, analytics, and content creation. She will provide oversight and account management for the Program, including:

- Oversight of the project ensuring a high quality of service to customers and clients
- Providing transparency to customers through project updates
- Ensure an equitable application intake and review process
- Accurate and secure payment processing and reporting processes

Kelsey will work closely with FYIdaho and FORWARD's operational and technical teams to ensure that the solution meets the needs of the Program.

Kelsey has worked directly with marginalized and disadvantaged populations for more than 15 years. Her experience in managing large federal and state assistance programs and advocating for those in crisis gives her unique insight in understanding and anticipating the needs of our program participants. She is a graduate of Eastern Washington University and holds a degree in Government and Social Services.

Project Manager

Assigned upon contract execution

Responsibilities

- Oversee the planning and implementation of platform design and development
- Drive project execution within established scope, schedule, resource, and quality requirements
- Develop project plans, including schedule, scope, risk and issues, change, and quality management plans
- Create and organize project work, required documents, and deliverables for validation and compliance traceability
- Develop fully integrated, multi-workstream project management plans, anticipating work needs and factors that will influence works schedules

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		<ul style="list-style-type: none"> • Create a project governance process, including meeting cadence, scorecard, and RAID log, in accordance with project management practices and required tools • Lead project teams in accordance with established project management methodologies and practices, maintaining optimal team performance on assigned project tasks and deliverables
	Qualifications	<ul style="list-style-type: none"> • Minimum five years of project management experience, success in planning, execution, and delivery of large/enterprise software development projects (government platforms preferred) • Knowledgeable in project and program management processes and best practices (PMP certification preferred) • Minimum bachelor’s degree (or equivalent experience) in project management, business management, information science, or related area

Scrum Master

<i>Assigned upon contract execution</i>	Responsibilities	<ul style="list-style-type: none"> • Lead and facilitate SAFe ceremonies to include sprint planning, sprint review, demos, sprint retro, and sprint planning • Coaching teams in Agile and Scrum best practices • Identify, track, and remove impediments to sprint goals • Provide team with resources, information, communication, and practical advice to enable the team to predictably deliver working software and the desired capabilities • Empower teams and facilitate creativity while guarding work in progress, quality, and monitoring progress
	Qualifications	<ul style="list-style-type: none"> • Certified Scrum Master (A-CSM) certification or equivalent • Minimum 5 years of experience in project management, agile processes, software engineering, and/or related field • Demonstrated successful facilitation and conflict resolution skills • Strong understanding of incremental delivery and value of metrics • Experience with Jira and Azure DevOps Server • Minimum bachelor’s degree in computer science or related

Project Team Resumes

Adnan Mahmud, Founder and CEO



As founder and CEO of FORWARD, Adnan is passionate about using data and technology to tackle the world’s biggest challenges. Through FORWARD, he has worked with more than 200 customers around the world and has been featured as a Gov100 company every year since 2016.

Prior to founding FORWARD, Adnan worked for eight years at Microsoft, where he managed the company’s largest data pipelines and received multiple patents in data analysis, visualization, and management. In addition, Adnan is a co-founder of Jolkona, a nonprofit that provides mentorship and training for social entrepreneurs.

Adnan holds a master’s degree in Computer Science from the University of Southern California.

Education

University of Southern California
Masters in Computer Science

Angelo State University
Bachelor’s in Computer Science

Languages

- Bangla
- English
- Japanese

Project Experience

WA Department of Social and Health Services (DSHS) Immigrant Relief Fund (Round 3)
January 2022 – July 2022 *Olympia, WA*

Executive Oversight

Project Description: Immigrant Relief Fund (Round 3) (Cash Assistance Program)
Scope of Project: In 2022, FORWARD was deployed for the administration of DSHS's Immigrant Relief Fund (Round 3), which disburses \$306 million in one-time grant payments to eligible individuals across the State of Washington. As part of this program, we are working with DSHS to develop and configure a platform that supports a centralized and universal application intake, eligibility verification and determination, funds disbursement, program workflows, program integrity and fraud mitigation, and customer support.

City of Kirkland ARPA Small Business Relief Fund
March 2022 – Present *Kirkland, WA*

Executive Oversight

Project Description: Relief Program for Small Businesses and Microenterprises
Scope of Project: In March 2022, the City leveraged the FORWARD solution to administer its ARPA fund programs. FORWARD is providing the City with program administration, program awareness

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and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Long Beach Small Business Assistance Program Administration

April 2022 – Present

Long Beach, CA

Executive Oversight

Project Description: Small Business Assistance Program

Scope of Project: In early 2022, FORWARD was selected to administer the City's business grants program for small businesses in the following industries: Personal Services and Fitness Relief; Restaurant, Brewery, and Bar Relief; Non-Profit Relief; and General Business Relief. A total of \$11.5 million in ARPA funds was distributed. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Milpitas Small Business Assistance Grants

January 2022 – Present

Milpitas, CA

Executive Oversight

Project Description: Small Business Assistance Program

Scope of Project: In early 2022, FORWARD was selected to administer the City's business grants program for small businesses in the following industries: Personal Services and Fitness Relief; Restaurant, Brewery, and Bar Relief; Non-Profit Relief; and General Business Relief. A total of \$11.5 million in ARPA funds was distributed. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Moline Covid-19 Micro Business Forgivable Loan Program

January 2020 – Present

Moline, IL

Executive Oversight

Project Description: Microenterprise Grant Program

Scope of Project: In 2020, we deployed FORWARD to manage successful microenterprise grant programs within the City's CDBG funding. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Spokane COVID-19 Emergency Rent and Utility Assistance

January 2020 – Present

Spokane, WA

Executive Oversight

Project Description: Rental Assistance Programs (ERA1, ERA2, T-RAP1, and T-RAP2)

Scope of Project: The City deployed the FORWARD solution to distribute \$22.4 million in emergency rental assistance through the Emergency Rental Assistance (ERA1 and ERA2) and Treasury Rent Assistance Program (T-RAP1 and T-RAP2). FORWARD provided an end-to-end solution: It was leveraged for program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of St. Louis Navigator Support

January 2021 – Present

St. Louis, MI

FORWARD

Executive Oversight

Project Description: FORWARD Navigator (Resource Catalog)

Scope of Project: We worked with the City to launch FORWARD Navigator to connect constituents to local, state, and federal assistance, relief, and other programs.

County of St. Louis Rental Assistance

January 2021 – Present

St. Louis, MI

Executive Oversight

Project Description: Rental Assistance Program (ERA-2)

Scope of Project: The City is leveraging the FORWARD solution and our community partners to expedite ERA-2 application and payment processing for \$12.4 million in emergency rent/utility assistance funds. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

Washington State Department of Agriculture (WSDA) Seafood Processors Pandemic Response and Safety (SPRS) Grants

January 2022 – Present

Olympia, WA

Executive Oversight

Project Description:Seafood Processors Pandemic Response and Safety (SPRS) Grants (Business Assistance Program)

Scope of Project: The City is leveraging the FORWARD solution and our community partners to expedite ERA-2 application and payment processing for \$12.4 million in emergency rent/utility assistance funds. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

Whatcom County Small Business Flood Recovery Grants

January 2022 – Present

Whatcom County, WA

Executive Oversight

Project Description: Small Business Flood Recovery Grants (Business Assistance Program)

Scope of Project: WSDA deployed the FORWARD solution to distribute \$2,445,520 to eligible businesses to provide relief to eligible seafood processors who incurred costs due to the COVID-19 pandemic. FORWARD was leveraged for program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

Delane Hewett, CTO



As FORWARD’s CTO, Delane Hewett is responsible for oversight development, configuration, and implementation of the FORWARD platform/product.

Delane worked across several start-ups within Microsoft for about 15 years and then a journey of another 14 years at start-ups across real estate, news, advertising, e-commerce, and helping businesses from the smallest to the Fortune 500 at DataSphere & Sinclair Broadcast Group. Delane then dedicated a year to building applications in deep learning and then another year at OfferUp leading several engineering, data, and product teams.

Hands-on, roll up our sleeves, leader and tech entrepreneur focused on using advanced technologies to solve real-world problems and opportunities spanning multiple industries in B2B, B2C, P2P Including: Process Control, Building Software Development tools & Data Platforms, Real Estate and News verticals. eCommerce including international, Search & Semantic Search, online-advertising. Building super-aggregator sites with massive feed transformation services & crawling, leveraging responsive websites and native mobile apps and IoT.

Specialties include: All aspects of Data; manipulation, structuring, indexing, partitioning, visualization, and extensive analytics across various SQL, no-SQL, Graph, Geo-spatial, and map reduce platforms. Machine learning; feature/attribute extraction (Named Entities), classification, decision trees, KNN, SVM, neural networks, and semantic indexing and semantic search. Platform architecture across the latest open source stacks. Team building, UX design, P&L responsibility, software/platform lean processes, and the very latest in dev-ops, cloud, CI/CD across hybrid clouds from the bare metal to full virtualization across auto-scaling micro-service architectures and IoT. White-labeled, international solutions across APIs, responsive websites, and mobile apps. Extensive experience with mapping, geo-meronomies, taxonomies, and data mashups.

Education

The George Washington University
Computer Science Post-graduate Coursework

Washington State University
MS, Engineering

Washington State University
BS, Engineering

Relevant Work Experience

FORWARD

Apr 2022 – Present

Chief Technology Officer

Bellevue, WA

FORWARD

- Head of Product & Technology at FORWARD (FORWARDPlatform.com) - the Unified Assistance Platform - enables local governments, non-profits and grant administrators to distribute funds and assistance quickly, correctly, and cost-effectively

OfferUp

May 2021 – April 2022

Bellevue, WA

Technology Leader

- Leading teams across Data Services, Data Science, ML, Customer Journeys & Personalization, Business Intelligence, Advertising, and Monetization
- OfferUp is now the largest mobile marketplace for local buyers and sellers in the US. We connect millions of people every day, and we're committed to our founding mission: to build the simplest, most trustworthy local marketplace. We help bring people together in their communities to exchange value. The things we buy and sell are just the primer for the really important stuff, like meeting our neighbors, getting more connected to the places we live, and creating a marketplace where everyone has something to offer

Sinclair Broadcast Group

June 2017 – June 2022

Bellevue, WA

CTO - Digital, General Manager

- In 2017, DataSphere's exit was through two separate transactions to public companies: Costar Group (NASDAQ: CSGP) - Real Estate & eCommerce business lines and Sinclair Broadcast Group (NASDAQ: SBGI) - Media, News, Mar-tech business lines, each with an instance of our cloud platform.
- Sinclair; leading Development, Product, Marketing, IT, Sales, and Operations as CTO and overall General Manager for Sinclair Broadcast Group's Small & Medium Business and Marketing Technology Divisions.
- Responsible for Sales-tech, Mar-tech, Ad-tech, Hybrid-cloud, Analytics/Big Data for SMBs and digital advertising across Sinclair Broadcast Group. Responsibilities included managing a 140-person team, budget, P&L, product head & product road map, and business/tech updates to the Sinclair Board.
- Assisted Sinclair Digital Ventures and other Sinclair divisions with technical due-diligence and potential company acquisitions throughout my term until my departure in June, 2020.

Datasphere Technologies, Inc.

June 2006 – June 2017

CTO and SVP of Engineering

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- Led the Product, Engineering, and Technology organization at DataSphere. I started at the very beginning, providing the technical road map and direction for the delivery of the software platform and the suite of DataSphere and major third-party Products, Processes and Sites
- Re-engineered SecondSpace's Pivot to Media upon the Real Estate bust in 2008 with new engineering and branding.
- Continued to lead the Product, Engineering, Operations, IT, and Infrastructure organization 40+.
- Member of the executive team; reporting key product features, budgets, and roadmap to the BOD
- Assisted in the four rounds of funding with three VCs and (two strategic in Real Estate & Media).
- Worked with Colleen Brown (then - CEO of Fisher Communications and our independent board member) to repurpose our platform to ALSO support a large media SaaS offering to revitalize the failing media industry.
- Responsible for all aspects of the hardware and software platform (Private Cloud, SOLR, Hadoop/HBase, MySQL, .Net)
- I was featured in GeekWire as "Geek of the Week" in 2011 (<https://www.geekwire.com/2011/geek-week-delane-hewett-datasphere-cto/>)
- DataSphere was acquired by two separate public companies in 2017; Sinclair Broadcast Group and Costar Group

Second Space

June 2006 – February 2009

Bellevue, WA

Chief Technology Officer (2007-2008), Chief Architect (2006-2007)

- A VC-funded (Ignition Partners, OVP, First Analysis, +) start-up company brought together to build a new Web platform and Marketplace targeting several second-home verticals including resorts, condo and rural land sales, services, and marketing. I was the first technical employee after the two initial founders and built the technology team, platform, and sites from day one. I was appointed CTO within the first 18 months when the founders departed, selling a 2nd finance round.
- Recruited by John Connors; Managing Partner, Ignition Partners (former CFO/COO Microsoft)
- Responsible for all aspects of the hardware and software platform (SQL Server/.Net/Hadoop/HBase)
- Staffed and managed Product, Development, Test, Operations, IT teams

FORWARD

- Responsible for all technical processes for all 12 sites concurrently running on the Site-Factory platform (e.g. LandWatch, ResportScape, SecondSpace, StJoe, NewHomeListings, ePlans, more...)

Microsoft

April 1992 – June 2006

Architect and various technology leadership roles

- 2006 - Architect - Bing Search/Shopping Search/Bing Answers
- 2003-2006 - Architect/Dev Manager - MSN Shopping/Windows Marketplace/Expo (like craigslist)/ML
- 2002-2003 - Architect/Lead PM - MSNCore Tech/NewsBot/AB Testing/MSNBC/Personalization/ML
- 1998-2002 - Architect/Lead PM - HomeAdvisor/Mortgage ATM/Home Valuation/Service Marketplace/ML
- 1992-1998 - Architect/Dev Manager - VisualStudio/CLR/ASP/VisualBasic/VisualInterdev/SQL Server

Boeing

April 1987 – June 1992

Auburn, WA

Software Developer/Technical Manager

- Member of a three-person leadership team chartered with developing the Vision of a world-class Manufacturing Information System.
- Advised senior management of information strategies and opportunities for our computing environments.
- Visited, studied, and bench-marked various companies throughout the United States and Japan including Ford, GM, Toyota, Nissan, Panasonic
- Implemented JIT, KANBAN, Zero Defect, & more across Fabrication Division in Software
- Evaluated and Implemented CATIA CAD/CAM
- Developed 'REACT' System to manage the operation of a factory floor; flow of work, the human and machine resources, Mainframe integration, and information delivery (Visual Basic/SQL Server).
- Recipient of the Technical Fast Track (Boeing) Fellowship at George Washington University.

Tim Morones, Vice President of Operations



As Vice President of Operations, Tim Morones oversees all FORWARD implementations, including design, management, and funds disbursement. He serves as Project Director and provides oversight and account management for customers' FORWARD projects. In this role, he is responsible for:

- Oversight of the customer project, ensuring high quality of service
- Ensure an equitable application intake and review process
- Providing transparency to customers through weekly project updates
- Accurate and secure payment processing and reporting processes

Tim has more than 25 years of experience in leadership and growth, customer operations, and financial management for high-tech, high-growth companies. During this time he has also maintained an active community presence, serving on the board for both nonprofit and for-profit organizations. In 2012, he was elected Chairman of the Audit Committee for ITEX Corporation (OCQB: ITEX).

- Proven track record of leading high growth businesses. Establishing leadership, assessing operations, executing operational plans, accelerating revenue growth, reversing negative trends, and scaling operations.
- Successful at managing and implementing large, complex, and strategic projects across multiple cross functional groups. Effective in communicating, influencing, collaborating, and supporting all stakeholders.
- Experienced in building high growth businesses and providing successful exits to investors. Prepared and presented to investor groups and strategic buyers. Completed due diligence and integration processes.

Tim holds a bachelor's degree in Finance from the California State University of Sacramento.

Education

California State University
Bachelor's in Finance & Communications

University of California
Strategic Management Program

Organization

ITEX Corporation (OTCQB: ITEX)
Chair of Audit Committee
2011 – 2018

Powerful Voices
Treasurer
2009 – 2011

Languages

- English

FORWARD

Project Experience

WA Department of Social and Health Services (DSHS) Immigrant Relief Fund (Round 3)
January 2022 – July 2022 *Olympia, WA*

Program Director

Project Description: Immigrant Relief Fund (Round 3) (Cash Assistance Program)
Scope of Project: In 2022, FORWARD was deployed for the administration of DSHS's Immigrant Relief Fund (Round 3), which disburses \$306 million in one-time grant payments to eligible individuals across the State of Washington. As part of this program, we are working with DSHS to develop and configure a platform that supports a centralized and universal application intake, eligibility verification and determination, funds disbursement, program workflows, program integrity and fraud mitigation, and customer support.

City of Kirkland ARPA Small Business Relief Fund
March 2022 – Present *Kirkland, WA*

Program Director

Project Description: Relief Program for Small Businesses and Microenterprises
Scope of Project: In March 2022, the City leveraged the FORWARD solution to administer its ARPA fund programs. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Long Beach Small Business Assistance Program Administration
April 2022 – Present *Long Beach, CA*

Program Director

Project Description: Small Business Assistance Program
Scope of Project: In early 2022, FORWARD was selected to administer the City's business grants program for small businesses in the following industries: Personal Services and Fitness Relief; Restaurant, Brewery and Bar Relief; Non-Profit Relief; and General Business Relief. A total of \$11.5 million in ARPA funds was distributed. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Milpitas Small Business Assistance Grants
January 2022 – Present *Milpitas, CA*

Program Director

Project Description: Small Business Assistance Program
Scope of Project: In early 2022, FORWARD was selected to administer the City's business grants program for small businesses in the following industries: Personal Services and Fitness Relief; Restaurant, Brewery, and Bar Relief; Non-Profit Relief; and General Business Relief. A total of \$11.5 million in ARPA funds was distributed. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Moline Covid-19 Micro Business Forgivable Loan Program
January 2020 – Present *Moline, IL*

Program Director

FORWARD

Project Description: Microenterprise Grant Program

Scope of Project: In 2020, we deployed FORWARD to manage successful microenterprise grant programs within the City's CDBG funding. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of Spokane COVID-19 Emergency Rent and Utility Assistance

January 2020 – Present

Spokane, WA

Program Director

Project Description: Rental Assistance Programs (ERA1, ERA2, T-RAP1, and T-RAP2)

Scope of Project: The City deployed the FORWARD solution to distribute \$22.4 million in emergency rental assistance through the Emergency Rental Assistance (ERA1 and ERA2) and Treasury Rent Assistance Program (T-RAP1 and T-RAP2). FORWARD provided an end-to-end solution: It was leveraged for program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

City of St. Louis Navigator Support

January 2021 – Present

St. Louis, MI

Program Director

Project Description: FORWARD Navigator (Resource Catalog)

Scope of Project: We worked with the City to launch FORWARD Navigator to connect constituents to local, state, and federal assistance, relief, and other programs.

County of St. Louis Rental Assistance

January 2021 – Present

St. Louis, MI

Program Director

Project Description: Rental Assistance Program (ERA-2)

Scope of Project: The City is leveraging the FORWARD solution and our community partners to expedite ERA-2 application and payment processing for \$12.4 million in emergency rent/utility assistance funds. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

Relevant Work Experience

FORWARD

April 2018 – Present

Seattle, WA

Vice President of Operations

- Joined executive team at Series A to accelerate growth and scale business operations. Responsible for Customer Operations, Content Delivery, Sales Operations, and Finance & Accounting.
- Created a customer-driven focus across the company. Led several initiatives to increase sales, product adoption, & customer retention. Launched new product suite, grew to 53% of total revenues within 18 months.
- Upgraded the Operations team to support rapid expansion and increased customer satisfaction. Implemented best practices of Customer Onboarding, Content Creation & Delivery, Go-Live, and Customer Success.

FORWARD

- Provided financial transparency to the Executive Team and Board of Directors. Built financial model to prepare annual budgets, forecasts, & variance analyses. Secured debt financing from banks & government programs.
- Partnered with the CEO to restructure and pivot the company during the COVID-19 pandemic. Introduced new products, reduced cost structure, and achieved profitability within 12 months.

DataSphere Technologies, Inc

June 2011 – March 2018

Bellevue, WA

Vice President, General Manager – LandWatch

- DataSphere is a provider of online, mobile, and social marketing programs targeted to SMB's. A SaaS technology platform that powers consumer marketplaces, advertising optimization engines and SMB websites.
- Achieved a 5-year revenue CAGR of 24% by improving and scaling operations. Successfully prepared, separated, and sold the business unit to a strategic buyer for 4X revenues.
- P&L responsibility of business unit. Direct reporting lines of sales, product marketing, and customer operations. Managed a high-performing team of ~35 employees.
- Optimized advertising inventory by aligning customer pricing to value delivery. Created new highly desirable advertising inventory and simplified pricing scheme. Initial results increased ARPU by 21% in 9 months.
- Led several initiatives to increase customer acquisitions. Results include increasing customers by a 5 year CAGR of 22%. Created a scalable and profitable sales channel, drove 20% of new customer registrations.
- Successfully launched two websites (mobile & desktop). Achieved strategic goals of improved end-user experience, preserved high Google® page rank & SEO optimization, and increased value to paid customers.

Vice President of Customer Operations

- Recruited to DataSphere to expand the management team and scale operations. Led several initiatives to improve order management, customer onboarding, and satisfaction. Managed a team of 50+ employees.
- Led initiative to streamline the content creation process. Automated several processes, introduced new products, and launched a new customer portal. Realized \$1.7M in annual savings from headcount and cost reductions.
- Collaborated with Sales, Customer Ops., and Engineering to implement a sales order management system. Automated processes include sales orders, digital signatures, inventory fulfillment, and system-wide reporting.
- Streamlined several credit card processes to improve sales orders, and recurring billings and reduce declines.

Kelsey Martin, Director, Client Services



As FORWARD’s Director of Client Services, Kelsey Martin will be responsible for program launch and management, analytics, and content creation. Kelsey has over 15 years of working directly with marginalized and disadvantaged populations. Her experience in managing large federal and state assistance programs and advocating for those in crisis gives her unique insight in understanding and anticipating the needs of our program participants. Kelsey is a graduate of Eastern Washington University with a degree in Government and Social Services.

Education

California State University
Bachelor’s in American Government and Politics

Organization

YWCA – Spokane
Co-Chairwoman
2021 – Present

YWCA – Spokane
Board Member
2019 – 2021

Languages

- English

Project Experience

City of St. Louis Navigator Support
January 2021 – Present *St. Louis, MI*
Program Manager
Project Description: FORWARD Navigator (Resource Catalog)
Scope of Project: We worked with the City to launch FORWARD Navigator to connect constituents to local, state, and federal assistance, relief, and other programs.

County of St. Louis Rental Assistance
January 2021 – Present *St. Louis, MI*
Program Manager
Project Description: Rental Assistance Program (ERA-2)
Scope of Project: The City is leveraging the FORWARD solution and our community partners to expedite ERA-2 application and payment processing for \$12.4 million in emergency rent/utility assistance funds. FORWARD is providing the City with program administration, program awareness and outreach, application platform, application intake/processing, funds disbursement, and program reporting.

FORWARD

Relevant Work Experience

FORWARD

March 2022 – Present

Seattle, WA

Director of Client Services

- Responsible for program launch and management, analytics, and content creation.

City of Spokane

February 2021 – March 2022

Spokane, WA

Program Specialist

- Program management for the City's \$40 Million dollar portfolio.
- Creation and oversight of the City's \$31 Million dollar Emergency Rental Assistance Program, including state and federal funds.
- Program Management of City's homeless shelter Covid-19 funding.

YWCA – Spokane

March 2014 – May 2015

Spokane, WA

Shelter Manager

- Management of confidential, 24-hour, emergency shelter for victims of domestic violence.
- Advocate support, staffing, and training.
- Managed various grant and fund compliance in activities.
- Oversight of \$100K+ renovation to bathrooms, bedrooms, and communal space, to foster a best-practice model of independent living.

Timothy B. Nodland and Associate

September 2010 – April 2012

Spokane, WA

Paralegal for Aimee Maurer, JD

- Regularly met with clients to discuss legal options.
- Evaluated medical records, and gathered evidence from multiple sources.
- Drafted demand documents.
- Communicated with medical, insurance, and legal professionals, and in trial preparation.

Pricing

Overview

FORWARD is proposing a Platform-as-a-Solution (PaaS) model for the Agency’s case management system. This will leverage our FORWARD Sync platform, which is configurable to the Agency’s needs, both today and in the future. Our solution provides the Agency with unlimited user licenses. It assumes a maximum of 8,000 cases will be managed within the platform.

Budget Summary

The Total Cost of Ownership over a five-year period is \$2,283,943, as listed below. A detailed pricing sheet has been provided on the following page.

Line	Description	Total Price
1	One Time Implementation	\$95,808
2	Initial Year Term	\$526,944
3	Year One Optional Renewal	\$526,944
4	Year Two Optional Renewal	\$553,291
5	Year Three Optional Renewal	\$580,956
6	Additional User Licenses	Unlimited user licenses
TOTAL		\$2,283,943

FORWARD

Detailed Pricing Sheet

RFP Name	Cloud-Based Statewide Case Management System
Date	June 28, 2023
Product	FORWARD Sync
Number of Cases	8,000

Initial Year	Services	One-Time Cost	Monthly Cost	Annual Cost	Notes
	Implementation Fee	\$95,808	-	\$95,808	20% of Year 1 licensing fees; one-time fee; includes platform instance/hosting set-up, platform configuration assistance for up to 8,000 cases, and one train-the-trainer session
	Monthly Licensing Fee	-	\$39,920	\$479,040	Includes platform hosting fees and unlimited user licenses
	Maintenance/Support	-	\$3,992	\$47,904	10% of Monthly Licensing Fee
	Training	TBD	-	TBD	\$1,500 for each additional 8-hour train-the-trainer session
	Interfaces and Data Feeds Integration	TBD	-	TBD	Requires statement of work and pricing to be developed and mutually agreed upon
			TOTAL	\$622,752	

Year 1 Renewal	Services	One-Time Cost	Monthly Cost	Annual Cost	Notes
	Monthly Licensing Fee	-	\$39,920	\$479,040	Includes platform hosting fees and unlimited user licenses
	Maintenance/Support	-	\$3,992	\$47,904	10% of Monthly Licensing Fee
	Storage for 8,000+ Cases	TBD	-	TBD	\$4,990 for each additional 1,000 cases (or fraction thereof)
	Train-the-Trainer Session	TBD	-	TBD	\$1,500 for each additional 8-hour train-the-trainer session
	Interfaces and Data Feeds Integration	TBD	-	TBD	Requires statement of work and pricing to be developed and mutually agreed upon
			TOTAL	\$526,944	

Year 2 Renewal	Services	One-Time Cost	Monthly Cost	Annual Cost	Notes
	Monthly Licensing Fee	-	\$41,916	\$502,992	Includes platform hosting fees and unlimited user licenses
	Maintenance/Support	-	\$4,192	\$50,299	10% of Monthly Licensing Fee
	Storage for 8,000+ Cases	TBD	-	TBD	\$4,990 for each additional 1,000 cases (or fraction thereof)
	Train-the-Trainer Session	TBD	-	TBD	\$1,500 for each additional 8-hour train-the-trainer session
	Interfaces and Data Feeds Integration	TBD	-	TBD	Requires statement of work and pricing to be developed and mutually agreed upon
			TOTAL	\$553,291	

Year 3 Renewal	Services	One-Time Cost	Monthly Cost	Annual Cost	Notes
	Monthly Licensing Fee	-	\$44,012	\$528,142	Includes platform hosting fees and unlimited user licenses
	Maintenance/Support	-	\$4,401	\$52,814	10% of Monthly Licensing Fee
	Storage for 8,000+ Cases	TBD	-	TBD	\$4,990 for each additional 1,000 cases (or fraction thereof)
	Train-the-Trainer Session	TBD	-	TBD	\$1,500 for each additional 8-hour train-the-trainer session
	Interfaces and Data Feeds Integration	TBD	-	TBD	Requires statement of work and pricing to be developed and mutually agreed upon
			TOTAL	\$580,956	

TOTAL COST OF OWNERSHIP	
Initial Year	\$622,752
Year 1 Renewal	\$526,944
Year 2 Renewal	\$553,291
Year 3 Renewal	\$580,956
Additional User Licenses	Included
Total	\$2,283,943



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1228506		Reason for Modification:	
Doc Description: CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM		ADDENDUM 1 TO EXTEND BID OPENING AND PROVIDE ANSWERS TO VENDOR QUESTIONS	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-09	2023-06-29 13:30	CRFQ 0506 MIS2300000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043394
Vendor Name : Geocko, Inc. dba FORWARD
Address : PO Box 12242
Street :
City : Seattle
State : WA **Country :** USA **Zip :** 98102
Principal Contact : Raven McShane, Senior Director, Growth
Vendor Contact Phone: (206) 892-8298 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor
 Signature X

FEIN# 45-4960283

DATE 6/28/2023

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF INSPECTOR GENERAL, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One Time Implementation	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
One Time Implementation

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Initial Year Term	5.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Initial Year Term

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year One Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year One Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year Two Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year Two Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year Three Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year Three Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Additional user licenses	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Additional user licenses

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-06-01

	Document Phase	Document Description	Page
MIS2300000003	Final	CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1228506			Reason for Modification:
Doc Description: CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-05-24	2023-06-15 13:30	CRFQ 0506 MIS2300000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043394
Vendor Name : Geocko, Inc. dba FORWARD
Address : PO Box 12242
Street :
City : Seattle
State : WA **Country :** USA **Zip :** 98102
Principal Contact : Raven McShane, Senior Director, Growth
Vendor Contact Phone: (206) 892-8298 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor Signature X  **FEIN#** 45-4960283 **DATE** 6/28/2023

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ADDITIONAL INFORMATION

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INVOICE TO**SHIP TO**

HEALTH AND HUMAN
RESOURCES
INSPECTOR GENERAL'S
OFFICE STATE CAPITOL
COMPLEX
BLDG 6, RM 817-B
CHARLESTON WV
US

HEALTH AND HUMAN
RESOURCES
OFFICE OF INSPECTOR
GENERAL
1900 KANAWHA BLVD E,
BLDG 6 RM 817-B
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One Time Implementation	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
One Time Implementation

INVOICE TO**SHIP TO**

HEALTH AND HUMAN
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HEALTH AND HUMAN
RESOURCES
OFFICE OF INSPECTOR
GENERAL
1900 KANAWHA BLVD E,
BLDG 6 RM 817-B
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Initial Year Term	5.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Initial Year Term

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year One Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year One Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year Two Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year Two Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year Three Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year Three Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Additional user licenses	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Additional user licenses

SCHEDULE OF EVENTS		
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Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-06-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ MIS2300000003
BID OPENING DATE: June 15, 2023
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 15, 2023 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of five (5) years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

N/A _____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) PO Box 12242, Seattle WA 98102

(Phone Number) / (Fax Number) (206) 892-8298

(Email address) bids@forwardplatform.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Geocko, Inc. dba FORWARD

(Company) _____

(Signature of Authorized Representative) _____

Adnan Mahmud, CEO

6/28/2023

(Printed Name and Title of Authorized Representative) (Date) _____

(800) 819-9785

(Phone Number) (Fax Number) _____

bids@forwardplatform.com

(Email Address) _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MIS2300000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Geocko, Inc. dba FORWARD

Company



Authorized Signature

6/28/2023

Date

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

**REQUEST FOR QUOTATION
CRFQ MIS230000003
CLOUD-BASED STATEWIDE CASE MANAGEMENT SYSTEM**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Health and Human Resources, Office of Inspector General to establish an open-end contract for an enterprise level, Cloud-based, statewide case management system.

The West Virginia Department of Health and Human Resources (DHHR) has established within its Office of Inspector General (OIG) an office of the Foster Care Ombudsman (FCO). Mandated by state statute W.V. Code §9-5-27, this newly established child welfare-directed service is responsible for advocating for the rights of foster children and foster parents; participating in any procedure to investigate and resolve complaints filed on behalf of a foster child or foster parent; monitoring the development and implementation of federal, state, and local legislation, regulation and policies with respect to foster care services; and establishing and maintaining a statewide uniform report system to collect and analyze data relating to complaints for the purpose of identifying and resolving significant problems facing foster-children and foster-parents as a class. The FCO is responsible for generating and distributing periodic reports prepared to standard and ad hoc specifications to serve the needs and interests of various stakeholder groups. As such, the purpose of this request for quotations is to obtain competitive bids for a Foster Care Case Management system. The FCO will receive, evaluate, refer, assign, monitor, investigate, and report on child-welfare related concerns, complaints, and otherwise identified systemic issues as determined by the FCO or assigned/recommended by its stakeholders inside and outside state government. In addition to providing hosting and technical support for the technology, the chosen vendor will provide services to include system design, installation, application/report configuration, user training, support services, and periodic upgrades/enhancements for the chosen solution.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1 — Federal Funds Addendum

NOTE: The WVDHHR has developed an EEOP Utilization Report, and it is available at:

<http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEOP%20policy.p>

**REQUEST FOR QUOTATION
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2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Enterprise level, Cloud-Based, statewide case management system which must be compatible with the West Virginia Office of Technology’s current operating system, Windows 11.

3.1.1.1 System must be modular to allow system upgrades and enhancements, must be scalable for increasing the number of licensed users and to support unlimited persons, cases, contacts, activity transactions, and reports.

3.1.1.2 System must have administrative ability to create enterprise-wide announcements to be displayed on the user home page, which can be targeted to all users, or specific group users, or specific users. System must enable real time collaboration or access sharing with system users.

3.1.1.3 System must allow for speech to text functionality where applicable, and be accessible from laptops, desktops, and tablets.

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CLOUD-BASED STATEWIDE CASE MANAGEMENT SYSTEM

- 3.1.1.4** System must provide the capability for authorized users to drill down to individual data elements in dashboard reports. System must enable user, manager, and administrative dashboard and reporting tools for performance, workload, task and case status monitoring by case, user, team, and/or enterprise.
- 3.1.1.5** System must provide a quick search capability based on a single and or an advanced multiple field/filters.
- 3.1.1.6** System must allow name fields must include capacity to enter and store nicknames, appellations, and suffixes.
- 3.1.1.7** System must maintain a chronological and reportable audit trail of activity by user and/or case, including a history of modifications to all data and event logs by record and/or user.
- 3.1.1.8** System must allow administrators to add, delete, change, or control user role-based security permissions by users or user group types.
- 3.1.1.9** System must provide access to all applications and user documentation, vendor use, and help tool within a single site. System must integrate seamlessly with back-office systems including versions of Microsoft Suite and/or Google Docs. System must allow document attachments to be scanned and associated with one or more person/case records, as well as complaints, notes, and other identifiers. System must allow documents to be thumbnail/first page previewed prior to full access.
- 3.1.1.10** System must support users and administrators to schedule and prompt future date tasks, activities, calls, and follow-ups, and do so with role-based permissions, to other users.
- 3.1.1.11** System must allow users to return to using a quick search feature to the three (3) most recently accessed records or activities. System must provide capabilities to determine whether a caller, a person, or case record already exists to

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CLOUD-BASED STATEWIDE CASE MANAGEMENT SYSTEM

avoid duplication. System must provide a means to merge identified duplicate records.

- 3.1.1.12** System must manage essential information in a global record including demographics, telephone numbers, email addresses, county, region, map, links, contacts, notes, documents, file attachments, and associated persons including but not limited to relatives, children, attorneys, and collaterals. System must allow addresses to be United States Postal Service (USPS) validated. System must also allow entry of foreign addresses and characters. System must allow for APO (Military) addresses if individuals are deployed or stationed overseas.
- 3.1.1.13** System must allow retention/display of photographic images, audio and video files in their native format within contact records as needed. System must support documentation storage within a case or record, in all common formats including Portable Document Format (PDF), Microsoft Suite, Google Docs, etc. and must be document level searchable.
- 3.1.1.14** System must provide capability for person and case specific alerts to be set by users, such as status indicators and validation messages, to provide feedback to users when accessing a case or record. System must support full case management workflow enabling labels (i.e., receive complaint, preliminary data collection, investigation, in process, awaiting approval to close, etc.) and time tracking by status, workflow from initial contact to case closure.
- 3.1.1.15** System must support automated or manual assignment of a unique case identifier upon creation of a new case. System must provide a way to navigate a case summary view. System must support correspondence production including letter and email templates, then can be connect to workflows, can be auto populated with case record or person specific data, and can be transmitted and timestamped.

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- 3.1.1.16** System must support the ability to generate correspondence to an individual, a group of individuals with similar characteristics, or to a predefined distribution list. System must support templates as form letters, fill-in form letters, customized form letters, or custom letters using integrated Hyper Text Markup Language (HTML) editor without Microsoft Word. System must support capability to create output in hard copy, paper letters, emails, or Google Docs.
- 3.1.1.17** System must support user addition of notes, complaints, inquiries, tasks, calls, and other vital data to person and case records in accordance with role-based security permissions that include view, add, edit, and delete levels of access. System must support role-based case assignment/ownership, task delegation, and case transfer both individually and as a group, to, among, and between users. System must provide for customizable workflows incorporating the steps and statuses already available in the standard workflows and incorporating automatic generation of related tasks.
- 3.1.1.18** System must allow agency to attach an actual or estimated cost per activity unit to all activities within the workflow to enable estimates of the activity cost of providing complete handling and investigatory services.
- 3.1.1.19** System must include monitoring functionality allowing progress to be monitored and alerts/reminders generated when workflow nears completion or needs approval.
- 3.1.1.20** System must provide means for administrators to update the look and content of the public facing portal and the administrator created content on associated weblinks.
- 3.1.1.21** System must provide a public facing portal that enables modification of text size and other page appearance qualities to comply with the Americans with Disabilities Act (ADA) standards as well as industry standard login/password requirements. System must provide a customizable web form incorporating a CAPTCHA response test.

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- 3.1.1.22** System must enable administrative development of data field labels, characteristics, and picklists. System must also enable users to search picklists using drop down menus.
- 3.1.1.23** System must allow automation of business practices of the agency and allow administrators to create workflow within the application. System also allows for users to set a specific list of favorites, such as searches, templates, and contacts. System must also provide comprehensive standard reports and graphics, including management reports for operational, performance and outcomes, incorporating conditions highlighting for important variances to targets.
- 3.1.1.24** System must provide capacity to create and generate comprehensive case reports, pre-formatted, relevant to the review/investigation type, the reader, and level of detail required. System must provide for historical reports to show trends and comparisons between time periods. System must provide for generation and distribution of standard and ad-hoc reports at regular intervals as set by users with role-defined permissions. System must provide a library of standard reports supporting common aspects of case management and investigatory practice. System must provide ad hoc report generator for enterprise management, with capacity for ad hoc report criteria to be saved for future reports. System reporting engine must allow report writers to create, publish, schedule, and distribute standard and ad hoc reports in varying formats including graphs and charts.
- 3.1.1.25** System upgrades, enhancements, and error corrections must be at no additional cost/charge when such upgrades, enhancements, and error corrections are generally made available to its other clients of similar systems at no additional cost/charge.
- 3.1.1.26** System must enable a public facing web form and a public use email to integrate and populate, as specified by

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the administrator, to contact, person, or case records to avoid duplication of data entry.

- 3.1.2** Vendor must actively provide a statewide case management, customer relationship management, or investigations management system to a minimum of three state agencies. Evidence of compliance with requirement shall be provided with bid. Vendor must provide contact information including contact name, phone number and email address of a director (or equivalent) of a program where they have successfully installed and supported an Enterprise level, Cloud-based statewide case management system. Evidence of compliance with requirement shall be provided with bid response.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by typing or electronically entering the information into the Pricing Page through wvOasis to prevent errors in the evaluation. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief

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description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within 180 (One Hundred Eighty) working days after orders are received. Vendor shall deliver emergency orders within 10 (Ten) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

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- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Raven McShane
Telephone Number: (206) 892-8298
Fax Number: _____
Email Address: bids@forwardplatform.com

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By:  _____

Printed Name: Adnan Mahmud

Title: CEO

Date: 6/28/2023

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

– Not Applicable Because Contract Not for Construction

– Federal Prevailing Wage Determination on Next Page



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1228506		Reason for Modification:	
Doc Description: CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM		ADDENDUM 1 TO EXTEND BID OPENING AND PROVIDE ANSWERS TO VENDOR QUESTIONS	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-09	2023-06-29 13:30	CRFQ 0506 MIS2300000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043394
Vendor Name : Gecko, Inc. dba FORWARD
Address : PO Box 12242
Street :
City : Seattle
State : WA **Country :** USA **Zip :** 98102
Principal Contact : Raven McShane, Senior Director, Growth
Vendor Contact Phone: (206) 892-8298 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Vendor
 Signature X

FEIN# 45-4960283

DATE 6/28/2023

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF INSPECTOR GENERAL, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR A CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One Time Implementation	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
One Time Implementation

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Initial Year Term	5.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Initial Year Term

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year One Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year One Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year Two Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year Two Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year Three Optional Renewal	0.00000	YR		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Year Three Optional Renewal

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES INSPECTOR GENERAL'S OFFICE STATE CAPITOL COMPLEX BLDG 6, RM 817-B CHARLESTON WV US		HEALTH AND HUMAN RESOURCES OFFICE OF INSPECTOR GENERAL 1900 KANAWHA BLVD E, BLDG 6 RM 817-B CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Additional user licenses	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232200			

Extended Description:
Additional user licenses

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-06-01

SOLICITATION NUMBER: CRFQ MIS2300000003
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To extend bid opening to June 29, 2023 at 1:30 PM ET
 2. To provide answers to vendor questions
- No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ MIS2300000003

Addendum 1

Foster Care Case Management Software Questions

1. We have a Named User licensing structure. We define Named Users as staff with access to the back-office Software regardless of whether such access is concurrent or consecutive; Based on this definition, how many Named Users does the agency anticipate having on its new system?

Answer: In year one, the State anticipates 11 to 15 frontline users (Foster Care Ombudsman staff) of the cloud-based case management system. This core group of users will need access to the system to create, update, and query cases. Some of these users (up to 5) are anticipated to also need access to administrative functions of the software. An unlimited number of customers or complainants will have access to a web form or portal to enter complaints but will have no access to the case management system. Please note, the number of licensees is a preliminary estimate based on existing case loads, because this is a new unit, new duties and authorities may be assigned by the Department or the State Legislature at any time and those changes could cause growth in case loads and staffing. We would prefer a licensing structure that gives us flexibility to add licenses as our Office and our Mission grows without locking in an excessive number of licenses up front.

2. Your RFP mentions a need for certain third-party data-exchange interfaces. Please provide an inventory of these required system interfaces and the purpose of each. Also, please note if each interface will be one-way or two-way.

Answer: The RFQ references integration with back-office systems including versions of Microsoft Office Suite and/or Google Docs (Specification 3.1.1.9) as well as document storage in common formats including Portable Document Format (PDF), Microsoft Office Suite, Google Docs, etc. (Specification 3.1.1.13) but does not specify any third party data exchange or interface.

3. Can the State list all the types of licenses, registrations, permits, etc. that the agency supports, the approximate number of entities applying for and holding each type, and specify which license type(s) will require which types of online functionality (e.g. online applications, renewals, verifications, disciplinary processes, etc.)?

Answer: The Foster Care Ombudsman does not issue, revoke, monitor, maintain or support licenses, registrations or permits and the solution sought by the RFQ does not require this capability.

4. Please provide the names of all system outputs required, including reports, queries, and correspondences. Also provide the audience and the location from which each will be run (back-office, public website, specific login-secured area of public website, etc.). If such details are not available at this time, please provide at least the total numbers of each type of output required.

Answer: Refer to Specification 3.1.1.24 System must provide capacity to create and generate comprehensive case reports, pre-formatted, relevant to the review/investigation type, the reader, and level of detail required. System must provide for historical reports to show trends and comparisons between time periods. System must provide for generation and distribution of standard and ad-hoc reports at regular intervals as set by users with role-defined permissions. System must provide a library of standard reports supporting common aspects of case management and investigatory practice. System must provide an ad hoc report generator for enterprise management, with capacity for ad hoc report criteria to be saved

for future reports. System reporting engine must allow report writers to create, publish, schedule, and distribute standard and ad hoc reports in varying formats including graphs and charts.

5. What is the budget for this project? If all cost proposals come in above a certain amount, would this RFQ be canceled? What is that amount? Did the legislature allocate any funds specifically for this project? If so, what is the amount allocated, and when does it need to be used?

Answer: The State does not disclose budget during the bid process.

6. Sometimes we see that an agency desires to meet an overall schedule but struggles with finding the time to deliver regularly scheduled items which add up to the total schedule. Given any limited resources on the part of the State, will 10-day turnarounds on vendor approval requests be met, and where not met, what opportunities for recourse might be available to coordinate between teams to ensure the appropriate attention to the project to ensure a timely delivery?

Answer: Referring to item (6), the State recognizes that assignments, activities, and approvals required of the State to the Vendor would not be in the Vendor's control. Thus, the Vendor and Agency (State) would agree on a best-efforts schedule for performance of Contract Services with certain milestones established to promote accountability. The State will work with the Vendor to ensure that appropriate attention is provided to the project to ensure both quality workmanship and timely delivery, and provide for exceptions or extensions as warranted. The 10-day turnaround is for emergency orders only as stated in Section 6.1 Delivery and Return of the RFQ

7. Regarding vendor's onsite presence: (a) Please elaborate on the State's requirements or preferences for onsite presence at specific times/durations during implementation and support. (b) In the case that the costs of onsite presence greatly increase the price of services, please help vendors understand the State's preferences of onsite presence versus cost savings. (c) Would the State prefer to have vendors show onsite services as optional in the cost proposal, on a per-week, or other basis, to allow cost-savings if less onsite time is required?

Answer: This RFQ does not specify any requirement that the vendor be on-site. If the vendor feels that a certain piece of work requires an on-site presence they should include the associated costs in their bid.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

8. Regarding vendor's staff assigned to the project, our experience shows vendors with their own SaaS solution tend to have more processes guiding the implementation, as opposed to custom software requiring more dedicated staff management and adjustment to guide the implementation. Based on this: (a) Please confirm which roles are required to be assigned to the project. (b) Please indicate any required/expected percentage of such employees' full-time work be dedicated to the project. (c) In the

case that the costs of such employees' time being dedicated to the project would greatly increase the price of services, please help vendors understand the State's preferences of 100% dedicated staff time versus cost savings by partial staff allocation to the project. (d) Would the State prefer to have vendors show such dedicated staff time as optional in the cost proposal, to allow cost-savings if less dedicated staff management is required?

Answer: Unless we require the vendor to define their project team, project plan, and approach in their response, (and we did not) these are determinations the vendor needs to make based on their experience implementing the proposed solution. Our requirement is that the vendor provides qualified staff who can meet the requirements of the RFQ and the time and cost constraints of their bid.

9. What is the timeframe for the potential release and award of a CRFQ, and what is the desired implementation timeframe?

Answer: The award is subject to various reviews and internal approvals but a specific timeframe cannot be provided. With regard to implementation timelines, the Vendor shall deliver standard orders within 180 (One Hundred Eighty) working days after orders are received.

10. Do you know how many users the State will need per year for this case management system? Are there any more details you can share around implementation? Will it include data conversion?

Answer: Within the first year, we estimate 11 - 15 users that will access the system with additional users as the unit grows. With regard to implementation timelines, the Vendor shall deliver standard orders within 180 (One Hundred Eighty) working days after orders are received. The Foster Care Ombudsman currently stores casework data within a Google Sheet that may be convertible, and casework documents within Google Docs and Google Workspace that may be convertible.

11. Could you provide the estimated number of users that will need to access the system.

Answer: Within the first year, we estimate 11 - 15 users that will access the system with additional users as the unit grows. The Foster Care Ombudsman unit may grow in size and complexity at the will of the WV Legislature.

12. On average, how many interactions per complaint does the West Virginia Office of the Foster Care Ombudsman have with the involved parties of a case?

Answer: The number of interactions per complaint varies widely given the scope, nature, and complexity of the complaint. At the lower level of complaint intensity, three to 10 interactions would be typical. At a higher level of complaint intensity, 10 to 25 interactions would be typical, but it could be more. At the highest level of complaint intensity (full, systemic investigations), the number of interactions would likely exceed 50 and be difficult to quantify further at this time.

13. Has the budget for this project been allocated/approved?

Answer: The State does not disclose budget during the bid process.

14. Has the State seen any demos/talked to vendors prior to releasing the RFP, if so which vendors and technologies?

Answer: The Foster Care Ombudsman has conducted extensive market research related to case management, customer relationship management, workflow management, and citizen services technologies.

15. What is the desired go-live date for this system?

Answer: Although we do not have a firm date or deadline, calendar year 2024 is date certain and prior to the July 1, 2024 start to the state fiscal year is preferred.

16. Is there an incumbent system/vendor? If so provide detail around incumbent.

Answer: No, the Foster Care Ombudsman currently houses data in a Google Sheet and houses casework information (notes, documents obtained, etc.) in labeled Google Workspace folders and subfolders/files. We do not presently use an integrated case management system solution.

17. Can the State provide a short 1-2 week extension to the due date for proposals, to allow for more thoughtful and complete responses to the RFP?

Answer: We would be agreeable to an extension.

18. Can offshore resources be used for development of the solution, if production and non-production environments that contain PII/PHI and other confidential information remain in the US and are not accessed by offshore resources?

Answer: Cloud solutions offered must be in compliance with the Minimum Acceptable Risk Standards for Exchanges (MARS-E), Version 2.2. MARS-E standards permit the use of offshore resources as long as the offshore resources are properly isolated from the data and systems that contain confidential and sensitive information.

19. Line 4 of the RFQ states, "1 additional license" would be needed, but does not have mention of an initial quantity of users required, for the Office of the Foster Care Ombudsman, or other West Virginia agencies. Can West Virginia confirm how many internal West Virginia employee users would need login access to the system upon contract award?

Answer: For the first year, we estimate 11 - 15 users that will access the system with additional users added as the unit grows. The wording "1 additional license" is for each user we add after the initial implementation, if there would be a cost.

20. How many complaints would the Office of the Foster Care Ombudsman estimate would be received on a yearly basis?

Answer: On a full year basis, the current statistics reflect between 750 and 1000 inbound complaints to the Foster Care Ombudsman. Given the trends in data and the expanding reach of the Foster Care Ombudsman unit, the count could substantially increase over the next several years but we are unable to reliably project at this time.

21. Requirement 3.1.2 states "Vendor must actively provide a Statewide case management, customer relationship management, or investigations management system to a minimum of three state agencies". Is West Virginia referring to West Virginia state agency references only, or would any state-level agency reference throughout the 50 U.S. states satisfy this requirement?

Answer: Any state-level agency throughout the 50 United States including United States Territories would satisfy this requirement.

22. Is the intent of this RFQ Award to establish a Cloud-Based Case Management System contract specific only to the Office of the Foster Care Ombudsman, or is it West Virginia's intent to establish a Cloud-Based Case Management System contract which can be leveraged by any WV state agency in the future?

Answer: The intent of this RFQ is to establish a Cloud-Based Case Management System for the Foster Care Ombudsman unit, sufficiently scalable however the WV Legislature directs its jurisdiction. For example, during the 2023 Regular Session of Legislature, the Foster Care Ombudsman jurisdiction was expanded beyond the foster youth and foster/kinship parent populations to include all youth in juvenile justice and all youth who sustain a critical incident or die in West Virginia. As the Ombudsman function is recognized as a valuable public service, its potential to serve other target populations is possible but cannot be forecasted with certainty.

23. Will the State accept enterprise-level Federal and County-wide CRM, case management, and/or investigations management systems to fulfill this past performance requirement?

Answer: The State will accept a system that meets the required specifications and would effectively serve the operating and reporting requirements of the Foster Care Ombudsman.

24. Number of End Users requiring licenses to work in the system

Answer: For the first year, we estimate 11 - 15 users that will access the system with additional users added as the unit grows.

25. How many customers will visit your site monthly

Answer: On a full year basis, the current statistics reflect between 750 and 1000 inbound complaints to the Foster Care Ombudsman. This reflects approximately 60 - 85 new inbound complaints per month. Given the trends in data and the expanding reach of the Foster Care Ombudsman unit, the count could substantially increase over the next several years but we are unable to reliably project at this time.

26. How many customers will log into your system monthly.

Answer: On a full year basis, the current statistics reflect between 750 and 1000 inbound complaints to the Foster Care Ombudsman. This reflects approximately 60 - 85 new inbound complaints per month. Given the trends in data and the expanding reach of the Foster Care Ombudsman unit, the count could substantially increase over the next several years but we are unable to reliably quantify at this time. To clarify, customers or complainants may enter complaints to a web form or a portal, but would not be actively logging in to the case management system. Access to this system would be reserved for Foster Care Ombudsman management and staff, and other authorized technical/vendor users.

27. How many Cases do you estimate you will receive per month

Answer: On a full year basis, the current statistics reflect between 750 and 1000 inbound complaints to the Foster Care Ombudsman. This reflects approximately 60 - 85 new inbound complaints per month. Given the trends in data and the expanding reach of the Foster Care Ombudsman unit, the count could substantially increase over the next several years but we are unable to reliably project at this time.

28. How many contacts are part of your system (include any and all contacts such as children, parents, siblings...)

Answer: On a full year basis, the current statistics reflect between 750 and 1000 inbound complaints to the Foster Care Ombudsman. Since our inception in late 2019, the unit is in receipt of approximately 2000 inbound complaints. Each inbound complaint comes from one individual, and the number of witnesses/collaterals contacted by the Foster Care Ombudsman to research and resolve the complaint is variable. On average, the Foster Care Ombudsman contacts between three and 15 witnesses/collaterals in the course of resolving a complaint.

29. Do you currently use Salesforce? If yes will this functionality be added to the existing Salesforce

Answer: We do not have an incumbent system other than applications within the Google Workspace. Accordingly, we are not currently a Salesforce customer.

30. Are there to be any integrations with the new solution

Answer: There are no integrations specified in the RFQ.

31. Will data need to be migrated to the new system? If yes how many and what type of records.

Answer: The Foster Care Ombudsman currently stores casework data within a Google Sheet that may be convertible, and casework documents within Google Docs that may be convertible. We currently house data and documents in a Google Workspace environment. We do not use an incumbent case management system.

32. Will files need to be migrated into the new system? If so, what is the total size of all files? How many individual files to be migrated?

Answer: The Foster Care Ombudsman currently stores casework data within a Google Sheet that may be convertible, and casework documents within Google Docs that may be convertible. We currently house data and documents in a Google Workspace environment. The Google Sheet file size is currently 5,023 KB in .csv format. We do not use an incumbent case management system.

33. Please clarify “scanning” in requirement 3.1.1.9. Does this mean the system or integrated app will scan a paper doc and have the ability to attach the newly scanned electronic doc to a record in the new system?

Answer: The intent of this specification as it relates to scanning, is that documents that are scanned, can be uploaded into the cloud-based case management system and inserted to a case record for storage and future reference. The Foster Care Ombudsman is not anticipating nor expecting that the system itself performs scanning of documents.

3.1.1.9 System must provide access to all applications and user documentation, vendor use, and help tool within a single site. System must integrate seamlessly with back-office systems including versions of Microsoft Suite and/or Google Docs. System must allow document attachments to be scanned and associated with one or more person/case records, as well as complaints, notes, and other identifiers. System must allow documents to be thumbnail/first page previewed prior to full access.

34. Do you currently use Microsoft Suite and/or Google Docs?

Answer: The Executive Branch of the State of West Virginia, of which the Foster Care Ombudsman is a part, primarily uses applications within the Google Workspace. However, we maintain certain access to the Microsoft Suite and we receive information created by others in many applications including Microsoft.

35. What is your current system you use to track Cases that this solution would replace?

Answer: The Foster Care Ombudsman currently stores casework data within a Google Sheet that may be convertible, and casework documents within Google Docs that may be convertible. We currently house data and documents in a Google Workspace environment. We do not use an incumbent case management system.

36. Do you currently have an address validation application?

Answer: No.

37. Are you currently using any reporting tools? And would you like to continue using those same tools?

Answer: The Foster Care Ombudsman currently produces and houses data and documents, including reports, in a Google Workspace environment. We do not yet have/use an incumbent case management system. The Executive Branch of the State of West Virginia, of which the Foster Care Ombudsman is a part, primarily uses applications within the Google Workspace, but anticipates and expects robust reporting and data presentation features contained within a cloud-based case management system.

38. Would the State extend the deadline for proposal submission by two weeks?

Answer: We would be agreeable to an extension.

39. Do you have an anticipated budget for this project? If so, will you share the budget amount?

Answer: The State does not disclose budget during the bid process.

40. Please provide the number of internal users (state employees) who will need access to the system.

Answer: For the first year, we estimate 11 - 15 users that will access the system with additional users added as the unit grows.

41. Please provide the number of external users (health care providers or others) who will need access to the system.

Answer: To clarify, customers, complainants or other external users may enter complaints to a web form or a portal, but would not be actively logging in to the case management system. Access to this system would be reserved for Foster Care Ombudsman management and staff, and other authorized technical/vendor users.

42. How many cases do you anticipate being managed in the new system?

Answer: On a full year basis, the current statistics reflect between 750 and 1000 inbound complaints to the Foster Care Ombudsman. This reflects approximately 60 - 85 new inbound complaints per month. Given the trends in data and the expanding reach of the Foster Care Ombudsman unit, the count could substantially increase over the next several years but we are unable to reliably project at this time.

43. Is the state currently using another system and/or vendor to manage grants? If so, what is the system/vendor? If not, how many grants are currently being managed by the state?

Answer: The Foster Care Ombudsman is not managing grants and does not anticipate doing so.

44. Will this project require data migration from existing systems? If so, please describe the data, the number and type of records, the total size of files, etc.

Answer: The Foster Care Ombudsman currently stores casework data within a Google Sheet that may be convertible, and casework documents within Google Docs that may be convertible. We currently house data and documents in a Google Workspace environment. The Google Sheet file size is currently 5,023 KB in .csv format. We do not use an incumbent case management system.

45. Will the system need to integrate with any existing systems such as payment systems?

Answer: Integration with existing systems is not anticipated at this time.

46. Do the systems you wish this solution to interface with have APIs available? If so, are they available for review? If not, please describe integration capabilities.

Answer: This solution will not require API integration.

47. Are there any Security needs required to maintain the data? i.e., FEDRAMP and audit requirements? If so, please describe.

Answer: Cloud Solutions proposed must comply with the Minimum Acceptable Risk Standards for Exchanges (MARS-E), Version 2.2.

48. Does the agency hold licenses for an electronic signature tool you would like to use as part of this solution? If so, please provide the name. If not, do you have a preferred tool or would you like this to be included in the proposal?

Answer: No, we do not hold licenses for an electronic signature tool and do not need this included in the proposal.

49. Please elaborate on the agency's preference for future systems maintenance. Does the agency prefer future support and maintenance is done by the selected partner, internal team or a combination of both?

Answer: The Foster Care Ombudsman prefers that support and maintenance of the cloud-based case management system be provided by the selected vendor partner for the terms of the awarded contract.

50. Is the vendor required to be on site for any portion of the contract term?

Answer: The State does not anticipate significant onsite Vendor presence for this project and did not specify on-site presence in the RFQ. Any agreed onsite presence would be to satisfy a project need or requirement that could not be sufficiently met using other forms of information exchange and communication. The Vendor is responsible for all mileage and travel costs associated with the performance of this contract. If onsite presence is anticipated by a Vendor, such cost be included in the bid.

51. Have you seen demonstrations of any case management systems prior to issuing this Solicitation? If so, will you share which system?

Answer: The Foster Care Ombudsman has conducted extensive market research related to case management, customer relationship management, workflow management, and citizen services technologies.

52. On page 17 of 50, regarding insurance, there are a couple boxes checked without an explanation beside them. Can you verify that no critical information for vendors was excluded from this section?

Answer: The one box that was checked but blank should contain the following information:

***CERTIFICATE HOLDER SHOULD READ AS FOLLOWS: State of West Virginia One Davis Square, Suite 200, 321 Capital St Charleston, WV 25301

The second box was checked in error.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MIS2300000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

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

Geocko, Inc. dba FORWARD

Company



Authorized Signature

6/28/2023

Date

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

Revised 6/8/2012