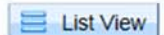




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency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

## Header 3



## General Information

Contact

Default Values

Discount


Document Information

Procurement Folder: 355301

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 1600

Vendor ID:  

SO Doc ID: SOS1800000004

Legal Name: CUSTOMER EXPRESSIONS CORP

Published Date: 9/15/17

Alias/DBA:

Close Date: 9/21/17

Total Bid: \$145,700.00

Close Time: 13:30

Response Date:  

Status: Closed

Response Time: Solicitation Description:  

Total of Header Attachments: 3

Total of All Attachments: 3



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Case Management Software	1.00000	EA	\$145,700.000000	\$145,700.00

Comm Code	Manufacturer	Specification	Model #
43232616			

**Extended Description :** Case management System including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty

# i-Sight Case Management Software

## RFP Response

For

**Title of RFP:** Case Management Software and Annual Support

**RFP #:** CRFQ 16—SPS 1800000004

**Agency:** West Virginia Purchasing Division on behalf of the West Virginia Secretary of State

Designated Contact: Jakub Ficner

Phone: (613) 241-5111

Email: [jficner@i-Sight.com](mailto:jficner@i-Sight.com)

Website: [www.i-Sight.com](http://www.i-Sight.com)

## Certification and Signature

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

Customer Expressions Corporation (i-Sight)

(Company)

*Jakub Ficner*

(Authorized Signature) (Representative Name, Title)

Jakub Ficner - Senior Account Manager

(Printed Name and Title of Authorized Representative)

9/12/2017

(Date)

613-244-5111      613-244-3303

(Phone Number) (Fax Number)

## Transmittal Letter

i-Sight by Customer Expressions Corporation  
2255 Carling Ave., Suite 500  
Ottawa, Ontario  
K2B 7Z5 Canada

September 12, 2017

Tara Lyle  
Buyer Supervisor  
2019 Washington Street, East  
Charleston, WV 25305

Dear Ms. Lyle,

The enclosed proposal is being submitted in response to West Virginia Secretary of State Request for Proposal (CRFQ 16—SPS 1800000004).

Based on i-Sight's experience, team and product we believe to be a perfect fit for this opportunity based on the reequipments identified within the RFP.

If any additional information is needed or if I can answer any questions please let me know. I will be happy to be of assistance. You may reach me at 613-244-5111 or [jficner@i-Sight.com](mailto:jficner@i-Sight.com). Thank you in advance for your attention.

Regards,

A handwritten signature in cursive script that reads 'Jakub Ficner'.

Jakub Ficner  
[jficner@i-Sight.com](mailto:jficner@i-Sight.com)  
Phone: 613-244-5111 x 260  
Fax: 613-244-3303

## Executive Summary

i-Sight Case Management Software, also known as i-Sight, is owned by Customer Expressions Corporation (CEC), based in Ottawa, Ontario, Canada. Customer Expressions Corporation are used interchangeably through this proposal. CEC has been in business since the year 2000 and today has more than 270 customers and more than 100,000 users of our software around the world CEC has read, understood and agrees to the terms and conditions of the RFP. i-Sight is a leader in Dynamic Case Management software, delivering integrated and scalable applications to customers worldwide.

The core application, known as i-Sight®, is a readily adaptable commercial off-the-shelf (COTS) case management application that, because of its modular nature, allows quick reconfiguration to suit each customer's specific businesses processes. This approach eliminates the lengthy and error-prone implementation associated with new system development, yet allows very granular control over all aspects of the application a feature either not available or extremely expensive to implement in many other COTS systems. As a flexible and scalable solution, i-Sight can be configured to the specific requirements of the Agency's referral and investigative process.

Focusing on our unique strengths, Customer Expressions has developed a robust and secure product that can be adapted to almost any organization's requirements. Because of this, we have grown to be a leader in dynamic case management systems with a user base of more than 100,000. Proof of the adaptability of the i-Sight application can be seen in our diverse customer base, which includes many well-known public and private sector organizations. i-Sight is used at levels of the government to track and manage investigations including the United Nations, BCBSA, Michigan DHHS, California DHS, Georgia IES, West Virginia Insurance Commission, County of Sacramento, RHRA and Canada Post. i-Sight's experience providing complaint and investigative management systems for program integrity and fraud, waste can directly translate to the Agency's desired process and as an organization are eager to show how with minimal customization i-Sight can meet and exceed the requirements of the Agency.

i-Sight is an application built by investigators for investigators. As part of i-Sight's focus on the investigative process it has become an industry leader in training and education in investigative best practices. The i-Sight Resource Center offers free webinars, guides and templates for investigators and has been used by more than 50,000 investigators worldwide.

Customer Expressions provides a full suite of services to complement i-Sight. As a product company, all management, analysis, development, support and training is provided by our own personnel. Our in-house consulting team is able to provide a focused set of services, including ROI analysis, process optimization and design. The development team is able to quickly complete customization and integration requests and our training team will provide on-site and web-based training for end users and your training staff.



### 3. General Requirements

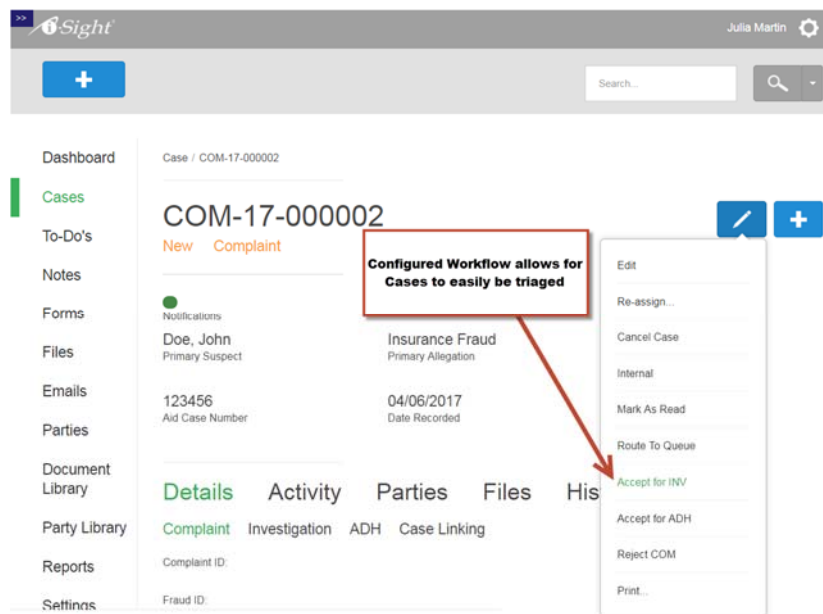
#### 3.1 Mandatory Contract Item Requirements

##### 3.1.1.1 internal creation of inquiries via web form key-entry from phone conversations.

Yes. i-Sight will configure a decision tree-logic intake form to allow initiators to quickly and efficiently capture phone conversations to create a case record and trigger the appropriate notifications and assignments.

##### 3.1.1.2 Must have the ability to generate a record for complaints, without opening a case for investigations.

Yes. A complaint record can be created upon initial submittal. The case record can be worked and closed as a Complaint or escalated into a full investigation.



##### 3.1.1.3 Must have a web form used to accept complaints from outside sources – and to automatically generate case records.

Yes. A configured web-form or web-portal will be provided to allow for unlimited external web-submittals.

##### 3.1.1.4 All input information will be valid range of values, a list of valid values and/or a valid character sequence description, whichever best applies to the individual data item.

Yes. i-Sight will configure the intake process to the requirements of the Agency. This includes field level-validation and drop/multi-select box parameters.

##### 3.1.1.5 Must be able to configure web forms for electronic submission of complaints based on existing forms.

Yes. i-Sight will configure the intake process to the requirements of the Agency based on existing templates and forms.

### **3.1.1.6 Web Form must incorporate free text, yes/no, dates, and other option fields.**

Yes. i-Sight will configure the intake process to the requirements of the Agency based on existing templates and forms that include free-text boxes, rich-text boxes, drop down values, multi-select boxes, radial buttons and validated fields such as for time and date capture.

### **3.1.1.7 Web forms must incorporate attachments.**

Yes. Any form of electronic documentation can be attached to a case record.

### **3.1.1.8 Must have the ability to link and merge complaints with cases opened for investigation.**

Yes. i-Sight can link cases. Links can be automatic or manual. Complaints can be escalated to investigations.

### **3.1.1.9 Will generate an automated acknowledgement email to the appropriate parties when a new referral is logged. This email shall contain the case number and provide a customized message.**

Yes. i-Sight will automatically trigger email notifications that will be configured to the requirements of the Agency.

### **3.1.1.10 Must have the ability to record each action taken throughout an investigation from various sources.**

Yes. i-Sight will capture all notes, tasks, emails and attachments related to a complaint or investigation. Activities can be categorized and sorted for ease of review and retrieval.

### **3.1.1.11 Must have the ability to label each action with a type. Action Types must be an editable dropdown list that can be created by the program manager as needed.**

Yes. All activities can be categorized. All dropdown values can be maintained by the program manager or users with the appropriate access level.

### **3.1.1.12 Must have the ability to record the time spent working on a particular case or action within a case.**

Yes. Time tracking will be available for reporting.

### **3.1.1.13 Must have the ability to track time and expense for billable hours.**

Yes. i-Sight allows for both time and expense tracking that can be used to report, trend and export.

### **3.1.1.14 Must have the ability to assign actions to other people.**

Yes. i-Sight allows for detailed task tracking with accountability and follow-up built in. Cases can be assigned to a case owner or team and each activity will have the appropriate individual assigned to them.

### **3.1.1.15 Must have the ability to auto-generate tasks based on incident type or other properties of an incident.**

Yes. Tasks can automatically be created by the system based on the Agency's requirements and specific case properties.

**3.1.1.16 Assignment of actions will trigger email notifications to assignee.**

Yes. All actions will trigger the appropriate email notifications and allow for email reminders if they are not completed.

**3.1.1.17 Must have the ability to create and send emails from within a case record – leaving a clear audit trail/copy of emails within the case record.**

Yes. The i-Sight case record has an email section that will allow for tracking any email and responses from emails send within a case record. Emails can also be forwarded into the system, and by references a case number in the subject line, automatically associate to the appropriate case.

**3.1.1.18 Must have the ability to assign due date to actions and set reminders.**

Yes. All actions can have due dates, accountability and reminders built in.

**3.1.1.19 Must have the ability to add new contract to a case record.**

Yes. All contracts and their relationship to the specific case will be tracked within the Parties tab.

**3.1.1.20 Must the ability to define data requirements for various contact types.**

Yes. All Party record fields will be configured to the Agency's requirements and can be based on Party Type.

**3.1.1.21 Must have the ability to record the outcome of an investigation.**

Yes. All outcome and resolution fields will be configured to the requirements of the Agency.

**3.1.1.22 Must have the ability to label each outcome with a final result of the investigation. Action Types must be an editable dropdown list that can be created by the program manager as needed.**

Yes. i-Sight can track one or multiple outcomes per case based on the Agency's requirements. All dropdown values can be maintained by users with the appropriate access level.

**3.1.1.23 Must have the ability to attach digital files on any kind to a case record.**

Yes. Any form of electronic documentation can be attached directly to a case record through upload or drag-and-drop interface.

**3.1.1.24 Must have the ability to access general communication templates that can be customized for each case.**

Yes. i-Sight can automatically generate templates within the Files tab. Templates can be maintained by users with the appropriate access level.

**3.1.1.25 Must have the ability to re-open a case that has been previously closed.**

Yes. Cases can be re-opened by users with the appropriate access level.

**3.1.1.26** Must have the ability to change the case number to show that a case has been re-opened and contains supplemental information.

Yes. Case numbering and fields within the detail section can change when a case is re-opened.

**3.1.1.27** When investigators have completed the investigation they must be able to seek approval for closure.

Yes. Approval process will be configured to the Agency's requirements.

**3.1.1.28** Investigators will complete a recommendation and generate an email requesting approval from within the case record.

Yes. Approval workflow will be configured to the Agency's requirements.

**3.1.1.29** Managers must have the ability to grant or deny approval of the investigators recommendations.

Yes. Approval or Deny workflows will be configured to the requirements of the Agency.

**3.1.1.30** Must be able to print cases and reports.

Yes. Cases can be printed through either the Print or Template functions. Customized templates can be used to create standardized documents for print. Print can be used to create ad-hoc print views.

**3.1.1.31** Must be able to create a 'customized display' that has fields mapped to case headings to format a printed document.

Yes. Cases can be printed through either the Print or Template functions. Customized templates can be used to create standardized documents for print. Print can be used to create ad-hoc print views.

### 3.1.2 Searching/Reporting

#### 3.1.2.1 Must have the ability to conduct complete system searches for keywords.

Yes. i-Sight offers robust quick and advanced search functionalities. The entire system, including searchable attachments, can be searched through the Quick Search function.

#### 3.1.2.2 Must have the ability to conduct system wide searches (including attachments) or field specific searches.

Yes. The entire system, including searchable attachments, can be searched through the Quick Search function. Advanced Search can be used to easily create custom search queries that can be saved. In-line search can be used to quickly search a specific section.

#### 3.1.2.3 Must have the system searches initiated during case creation to prevent duplication of records.

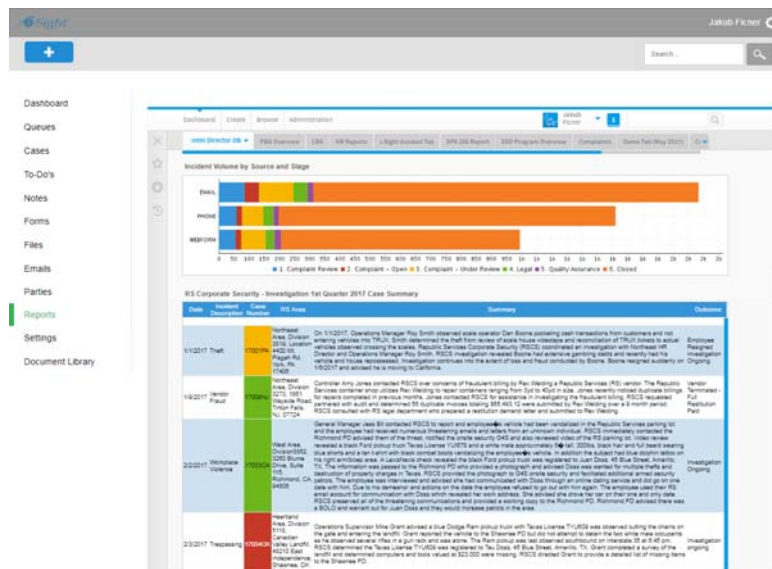
Yes. Case initiators can easily see previous matches to prevent duplication of records.

#### 3.1.2.4 Time based reports must show volume of cases/complaints by source, issue.

Yes. i-Sight reporting allows for detailed and interactive time-based reports that can use any number of parameters.

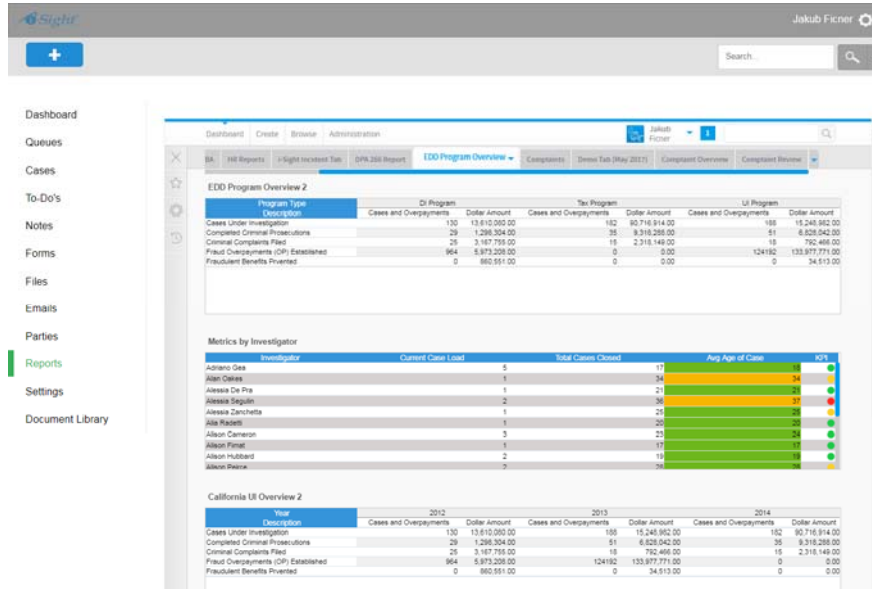
#### 3.1.2.5 Must show investigation by allegation, case type, investigator, region, venue.

Yes. Any number of parameters can be used to create the Agency's strategic reports that will display within the appropriate users' dashboard in real-time.



#### 3.1.2.6 Must show on-time performance and average time to complete investigations.

Yes. Time and performance tracking can be tracked within the reporting tool.



**3.1.2.7 Inquiry aging must show when each open inquiry will go past due.**

Yes. Inquiry aging, due date and pass due reports can easily be viewed within i-Sight.

**3.1.2.8 Must show all cases and actions that are overdue by investigator.**

Yes. Exception based reporting is standard within i-Sight.

**3.1.2.9 Must have a minimum of five ad hoc queries available so that users can “customize” their own reports.**

Yes. i-Sight will provide a minimum of 5 ad hoc queries to the Agency.

**3.1.2.10 Must have the ability to export to Agency owned operated software.**

Yes. i-Sight can easily export reports to PDF, Word, Excel, CSV on an ad-hoc or automatically scheduled basis.

### 3.1.3 Workflow/Ease of Use

#### **3.1.3.1 Interface must be clear, concise, intuitive, consistent, attractive, responsive and efficient.**

Yes. i-Sight is designed with ease-of-use as a core principal that leverages over 18 years of experience designing and implementing case management solutions.

#### **3.1.3.2 Must have context sensitive help for users.**

Yes. i-Sight uses hover over help tool tips, ghost font and document library to provide help to users.

#### **3.1.3.3 Must have spelling and grammar check for American English.**

Yes. i-Sight leverages browser specific spell check functions.

#### **3.1.3.4 Must have central inquiry display that lists all open inquiries.**

Yes. i-Sight has user specific Case views that allow for quick and dynamic retrieval and search of all cases.

#### **3.1.3.5 Must have a dashboard view of open cases and actions.**

Yes. i-Sight has dynamic dashboards that are easily configured to the user's specific requirements.

#### **3.1.3.6 In Addition to open cases, must also have ability to show cases closed by month, quarter and year.**

Yes. i-Sight can display all case data by status with the user's case view or within a personalized dashboard report.

#### **3.1.3.7 The central case display must show at least the following data for each: case type, case number, short description, assigned to, deadline, status, etc.**

Yes. i-Sight leverages dynamic case grids that allow user's to easily include any parameters that they require.

#### **3.1.3.8 By default, cases must be displayed in the order of their arrival on the master complaint display.**

Yes. Cases will be sorted by Date Created by default.

#### **3.1.3.9 Must have the ability to sort and filter complaint displays.**

Yes. i-Sight dynamic grids allow for easily sorting and filtering by any parameters.

#### **3.1.3.10 All case listings and reports must display real-time information as referrals and cases are entered, assigned and closed.**

Yes. All displays within i-Sight are in real-time.

#### **3.1.3.11 Pending cases will appear in a separate queue/listing (sorted) for manager review.**

Yes. All Pending cases can be displayed within specific case queues.

**3.1.3.12** The system must deploy email notifications to indicate when a new complaint has been recorded.

Yes. Automated email notifications and assignments will be triggered upon case creation.

**3.1.3.13** Managers or other users with proper access controls will be able to select an investigator an assign a case to that individual.

Yes. Appropriate users can easily assign cases to users. Batch assignment for multiple cases at once is also available.

**3.1.3.14** With proper access control, each user must have the ability to self-assign unassigned inquired according to the user's availability and specialized in inquiry types.

Yes. Assignment rules will be configured to the Agency's requirements.

**3.1.3.15** Assignment of a case must trigger an email notification to the investigator assigned to the case.

Yes. Assignment emails with the appropriate case details and a link to the case will be automatically generated by i-Sight.

**3.1.3.16** Email notification must contain a link to the case record, where the investigator must confirm or decline ownership.

Yes. An email notification with a link to the case will be emailed to the investigator. An investigator must Accept or Decline ownership of a case.

**3.1.3.17** Once a case has been assigned it must remain in the pending queue or listing until the investigator confirms ownership.

Yes. An investigator must Accept or Decline ownership of a case.

**3.1.3.18** A declined investigator must trigger an email notification to the manager that assigned the case with an explanation. Managers must be able to re-assign a case to another investigator.

Yes. Decline workflow will be configured to the requirements of the Agency.

**3.1.3.19** The deadline field shall contain a notation of when the complaint must be closed in order to meet executive management guidelines.

Yes. A due date field will automatically be generated based on the requirements of the Agency.

**3.1.3.20** Once a case goes past the due date or remains inactive for more than a desired time frame Management will be automatically notified via email.

Yes. Escalation rules will be configured the requirements of the Agency.

**3.1.3.21** Emailed escalation notices must contain a link to the case file in question.



Yes. Escalation notices will contain a link and any other relevant information desired by the Agency.

**3.1.3.22** The status field shall indicate the status of the inquiry such as unassigned, assigned, critical (near deadline), closed, etc. Must be able to accommodate customized status.

Yes. Status will be configured to the requirements of the Agency.

**3.1.3.23** It must be possible to create tasks that are to be completed at a future date and to set reminders of this task. It must be possible to close the investigation file, but still have open actions that must be completed at a future date.

Yes. Task rules will be based on the requirements of the agency.

### 3.1.3 Data Integrity/Access Controls

#### **3.1.4.1 Must have the ability to log different case types with unique numbering for each.**

Yes. Different case types will be tracked with a unique alpha-number number for each case based on the Agency's requirements.

#### **3.1.4.2 Case numbering shall be customizable alpha-numeric sequential codes.**

Yes. i-Sight will configure a unique alpha-number number for each case based on the Agency's requirements.

#### **3.1.4.3 The system will automatically populate time stamps at the time of receipt and time of closure of case records.**

Yes. i-Sight has detailed audit tracking that will automatically populate time stamps at the desired intervals.

#### **3.1.4.4 All event log entries will automatically be populated with the time of their entry into the system.**

Yes. i-Sight has robust audit trail capabilities that include time, date, user and change made for case views and field level changes.

#### **3.1.4.5 Case views and sub record views will be logged.**

Yes. i-Sight will track all record and sub-record views.

#### **3.1.4.6 Field level changes that include before and after status will be logged.**

Yes. Audit log will contain the before and after status of field level changes.

#### **3.1.4.7 Must have the ability to migrate records from Agency operated Legacy case management system on a field-to-field basis.**

Yes. i-Sight has extensive experience migrating historical data.

#### **3.1.4.8 Must have the ability to restrict access based on Department the user belongs to.**

Yes. Access roles will be configured to the requirements of the Agency.

#### **3.1.4.9 Must have the ability to restrict access to the field level.**

Yes. i-Sight can configure access roles down to the field level.

#### **3.1.4.10 Must have the ability to customize access level to incorporate read only, input only and other levels of access.**

Yes. i-Sight will configure access roles to the requirements of the Agency.

### 3.1.5 Interface/Technical

**3.1.5.1** Must be a 100% web based application that does not require installation of software on desktops or servers.

Yes. i-Sight is 100% web-based application and will be offered under a hosted model which means there is no software to install or servers to maintain.

**3.1.5.2** Must support popular web browsers including Explorer, Firefox, Safari and Chrome.

Yes. i-Sight supports Explorer, Firefox, Safari and Chrome.

**3.1.5.3** Must be accessible and usable on tablets and smartphones.

Yes. i-Sight uses adaptive HTML and will optimize the experience on smart phones and tablets.

**3.1.5.4** Must be accessible from dial-up (56k) or better Internet connections.

Yes.

**3.1.5.5** Software must be able to use web services for integration.

Yes. i-Sight's preferred method for integration is web services.

### 3.1.6 System Training/Software Maintenance

**3.1.6.1 Training:** Must provide tailored training solutions that accommodate the needs of users at every level either on-site at the West Virginia Secretary of State's Office or via interactive web conference.

Yes. i-Sight is designed with ease-of-use as a core principal that leverages over 18 years of experience designing and implementing case management solutions. Training can be provided by i-Sight to all levels of users.

**3.1.6.1.1** Training solutions will need to provide a step-by-step walk through on how to navigate the system, how to open, assign, accept, manage, close a case, and how to generate reports from both the case manager and investigators viewpoint.

Yes. i-Sight will provide training videos and manuals that detail usage of the system from case creation through to reporting and system administration.

**3.1.6.1.2** Training should be provided to the Agency following installation and acceptance of the system.

Yes. i-Sight will provide training for the end user, system administrator and report specific training.

**3.1.6.1.3** Training solutions should also be made available in a written format for reference.

Yes. i-Sight will provide training manuals and videos.

**3.1.6.2 Software Maintenance:** an annual software maintenance agreement (SMA) must be offered that provides, but is not limited to, the option to maintain data storage on a secured server, updated software releases, and technical support.

Yes. i-Sight will provide hosting, technical support and maintenance on an ongoing basis.

**3.1.6.2.1** As part of maintenance Vendor shall make any necessary repairs, replace any defective parts, perform preventive maintenance, install engineering changes, software update and modifications, and otherwise maintain the system at no cost to the Agency.

Yes. i-Sight will continue to support the application within the original defined scope of the project at no additional cost.

**3.1.6.2.2** Vendor should provide with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as part of this solution.

Yes. Attached as Exhibit A.

**3.1.6.2.3** Vendor should include a copy of Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as part of this solicitation.

Yes. See attached Exhibit A.

**3.1.6.3** Warranty and Maintenance contract must include the following:

**3.1.6.3.1** Software support.

Yes.

**3.1.6.3.2** Version upgrades and bug fixes.

Yes.

### **3.1.7 Installation and Implementation**

**3.1.7.1** Meet with the Agency as is necessary to plan data conversation, system customization, and implementation. At least two on-site visits.

Yes.

**3.1.7.2** Provide a complete schedule for installation and implementation.

Yes. i-Sight will work with the Agency to develop a full Business Requirements Document that will then amend the original schedule.

### 3.1.8 Acceptance of System

**3.1.8.1** Vendor shall set-up, configure and test the system to meet the agency's requirements. The agency shall consider the system acceptable upon the completion of ten (10) operational working days, with no unresolved issues or problems.

Yes.

### 3.1.9 Customization of the System

**3.1.9.1** The system should be a turn-key offering of application software, technical support services, installation, and training. Customization for the first year should not be needed and addressed by the company in order to meet all general requirements listed and operated accordingly.

Yes. i-Sight will work with the Agency to ensure the product meets the requirements specified as part of configuration and deployment process. No customization is required to meet the requirements specified.

**3.1.9.2** All (post-Acceptance) customization requiring hours from the Vendor shall include all installation, testing, and post-installation defect correction.

Yes. All changes will include all costs and hours as part of the Change Request.

**3.1.9.3** No (post-Acceptance) customization will result in a change of the cost of the basic support, maintenance, or hosting as provided in the original contract or upon contract renewal for any subsequent years.

Yes. Customization performed on the base business process will not affect ongoing costs. Licensing costs apply to additional users.

### 3.1.10 Hosting Services

**3.1.10.1** The Vendor shall install and maintain the system on their own infrastructure with appropriate, industry-standard security and access management controls. Agency must be notified immediately of any breach to the system.

Yes.

**3.1.10.2** The Vendor should provide continuous access to the system. However, it is understood that the system may require expected outages for maintenance. Vendor shall perform all planned system outages during off-peak hours (between 12:00 a.m. and 6:00 a.m. EST unless systematically required to be performed otherwise), and shall notify the Agency in writing (e-mail) prior to any such outage, providing the estimated date and time of the outage, and brief explanation of the cause of the outage.

Yes.

**3.1.10.3** In the event of an unplanned outage, the Vendor shall notify the Agency in writing (email) as soon as is practicable, or within one-hour after the outage begins, whichever occurs first, and shall provide the time of beginning of the outage and the estimated time for when the outage will end.

Yes.

**3.1.10.4** Upon Contract expiration and/or termination, the Vendor shall work jointly with an subsequent Vendor to supply transition during the conversation and system startup.

Yes.

**3.1.10.5** At the close of the Contract, the WV Secretary of State shall retain control any intellectual property that is developed for the Board and essential to on-going operations. During the Contract period, and any renewal periods the WV Secretary of State shall be licensed to use, for its own purposes, the intellectual property furnished for use with the System, including software, communication protocols, processes, and procedures.

All data will remain the property of WV Secretary of State while all software and software related IP will remain the property of i-Sight.

## 4.2 Pricing Page

**EXHIBIT A- Pricing Page  
CRFQ SOS180000004  
West Virginia Secretary of State  
Case Management System**

Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Price	Extended Cost
1	Case management System Including License, Software, Set-up and Configuration, Historical Data Migration and System Training, including First Year Maintenance and Support/Warranty	Setup, Configuration and Deployment of configured solution. One year of technical support and maintenance of i-Sight.	Lump Sum	1		\$145,700
2	Second Year Maintenance and Support/Warranty	Hosting, Licensing, Technical Support and Maintenance (15 active named users)	Year	1		\$31,500
3	Third Year Maintenance and Support/Warranty	Hosting, Licensing, Technical Support and Maintenance (15 active named users)	Year	1		\$31,500
4	Fourth Year Maintenance and Support/Warranty	Hosting, Licensing, Technical Support and Maintenance (15 active named users)	Year	1		\$31,500

**UNIT PRICES**

Item	Unit Prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated Quantities are included for bid evaluation only; there is no guarantee that any quantity if the Item(s) will be purchased.					
5	Customization Programing	Development	Hour	80	\$187.50	\$15,000
<b>Lowest Overall Total Cost (Item # 1+2+3+4+5) =</b>						\$255,200

Contract evaluation will be of the lowest overall total cost. Award will be the lump sum amount, implementation and year one maintenance only. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

Vendor Name: Customer Expressions Corporation (i-Sight)

Authorized Signature: *Jakub Fierew*

## Summary

Item	One-Time Fee	Annual Fee
<b>Requirements Definition &amp; Project Management</b>	\$13,200	
<b>i-Sight Setup and Configuration</b> -Proof of Concept/UAT Environment -User Acceptance Testing	\$63,000	
<b>Travel</b>	\$8,000	
<b>Template Setup</b> -2 complex reports and training	\$5,000	
<b>Historical Data Migration</b>	\$12,000	
<b>Report Creation and Training Workshops</b>	\$5,000	
<b>System Training</b> -Application training for end users -Written documentation, manuals and material	\$8,000	
<b>Hosting, Licensing, Technical Support &amp; Maintenance</b>  (Includes up to 15 named user licenses)		\$31,500
<b>Totals</b>	<b>\$114,200</b>	<b>\$31,500</b>



# I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

between

**West Virginia Secretary of State**

<customer name and complete address >

Fax: <>

(Hereinafter called the "Customer")

and

**Customer Expressions Corporation**

2255 Carling Avenue, Suite 500, Ottawa, Ontario, K2B 7Z5

Fax: (613) 244-3303

(Hereinafter called the "Service Provider" or "CEC")

## 1. Terms of use

- 1.1. This i-Sight Hosted Service and Access Agreement (the "Agreement") is a legal agreement between the Customer and the Service Provider for hosted software application and services that allow users to access a web based software application known as i-Sight ("Hosted Application Services").
- 1.2. "Hosted Application" includes non-pre-packaged computer software, its related modules, data storage mechanisms, databases and related designs, printed materials, and online or electronic documentation including the I-Sight Process map, all as described in Schedule "A".
- 1.3. "Service Provider" includes affiliates, officers, directors, employees, consultants and agents.
- 1.4. The Support Procedure is set out in Schedule "C" to this Agreement.
- 1.5. By subscribing to, or using the Hosted Application and the Hosted Application Services, the Customer agrees to be bound by the terms of this Agreement.

## 2. Ownership of Intellectual Property

- 2.1. All rights, title to, and ownership interest in the Hosted Application and the Hosted Application Services including all intellectual property rights shall remain vested in the Service Provider. The Service Provider is the sole owner of all intellectual property rights pertaining to the Hosted Application and the Hosted Application Services, whether modified or in its original form.

## 3. Grant of Access & Use

- 3.1. Upon receipt of sufficient and valuable consideration as set out in section 4 herein, this Agreement grants the Customer a limited right to access and to use the Hosted Application for the Hosted Application Services that the Customer has subscribed to, as set out in Schedule "A" to this Agreement. For greater certainty, except as expressly set out in this Agreement, the Service Provider grants the Customer a limited non-exclusive, non-transferable right to create non-transferable passwords to access the Hosted Application, data files and the associated materials that constitute the Hosted Application Services. The Customer agrees to access the Hosted Application and the Hosted Application Services using a supported web browser. This includes the most recent stable versions of Chrome, Firefox or Safari and Microsoft Internet Explorer 11 or newer.
- 3.2. The Customer is responsible for all uses of the Customer's account including content created by the Customer, published and/or communicated when using the Service Provider's services as well as the consequences of any such content or communication, whether or not actually or expressly authorized by the Customer.
- 3.3. The Customer retains ownership of all Customer's data, created or otherwise provided by the Customer, while properly accessing the Hosted Application Services under the Customer's login ID.

## 4. Billing & Taxes

- 4.1. All prices, currency and payment schedules are set out in Schedule "B" and "B.1" (Implementation and Billing Schedule) to this Agreement.
- 4.2. The Service Provider will bill and/or debit the Customer's account at the time of the initial order, and upon commencement of each billing period thereafter.
- 4.3. All prices quoted are exclusive of taxes. The Customer shall be responsible for paying all present and future applicable taxes of any nature including but not limited to goods and services taxes or and value added taxes payable by reason of this Agreement, which become due with regard to the Service Provider for Hosted Application Services, except for taxes on the Service Provider's income, assets or capital, irrespective of which party may be responsible for reporting or collecting such taxes.

## 5. Order Acceptance, Payment and Interest

- 5.1. All orders are subject to acceptance by the Service Provider.
- 5.2. Should payment in full of any invoice issued pursuant to this Agreement not be received by the Service Provider within thirty (30) days after issuance, the Service Provider may impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, the Customer acknowledges the unauthorized access and use of the Hosted Application and the Hosted Application Services and that consequently the Service Provider may discontinue, withhold, or suspend services to the Customer. The Customer agrees to pay the Service Provider's costs that are reasonably and necessarily incurred in collecting the amount owed.
- 5.3. Subject to Schedule "B.1", the Hosted Application and the Hosted Application Services (the "Effective Acceptance Date") shall be deemed to have been accepted by the Customer upon the first to occur of the following: (a) upon move of the Hosted Application or the Hosted Application Services from a test environment to a production and operational environment; or (b) upon the completion of a formal acceptance test which formal acceptance test shall be conducted on the following terms: (i) the Service Provider shall notify the Customer in writing that the Hosted Application and the Hosted Application Service are ready for acceptance; (ii) upon receipt of such notice the Customer shall test the Hosted Application and the Hosted Application Service in a manner it deems appropriate for a period not to exceed three (3) calendar weeks; (iii) upon the expiration of such three (3) week period the Customer shall either certify to the Service Provider that the Hosted Application Service is accepted or without delaying the payment deadlines set out in Schedule "B.1" deliver to the Service Provider a written description of any specific claimed defects in the Hosted Application Service, which defects shall be limited to the failure of the Hosted Application Service to conform to the specifications contained in Schedule "A" to this Agreement; (iv) upon receipt of such written description the Service Provider shall determine whether any of such claimed defects are bona fide defects, and if so shall proceed immediately to remedy the same, whereupon the formal acceptance test procedure may again be run. Certification by the Customer that the Hosted Application Service System is accepted, or in the absence of such certification, the failure of the Customer to provide the Service Provider within three (3) weeks with a written description of bona fide defects, shall constitute completion of the formal acceptance test.

## 6. Effective Date, Duration & Renewal

- 6.1. This Agreement shall be effective as of the date on which the last signature of the Service Provider or the Customer is affixed hereto (the "Effective Date").
- 6.2. The duration and renewal periods for this Agreement shall be calculated from the Effective Acceptance Date.
- 6.3. This Agreement is for an initial term set out in Schedule "B" (the "Term") and is deemed to be automatically renewed for a further and the same term upon payment by the Customer of the renewal invoice, subject to termination under Section 10.
- 6.4. Renewal fees will be automatically invoiced to the Customer at the end of the Term. An increase of 10% will be applied to renewal Fees for the Hosted Application. By renewal of the Hosted Application Services, the Customer agrees to be bound by to terms of the Agreement, as amended, if applicable.

## 7. Limitation of Obligations and Liability

- 7.1. The Service Provider will utilize commercially reasonable efforts using proper and standard security to cause the Hosted Application or the Hosted Application Services to perform in accordance with the documentation including backups and the specifications forming part

# I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

thereof. Except as expressly set out in Schedule "C" of this Agreement, the Service Provider shall not be liable to the Customer or any of the Customer's clients or end users for any direct, indirect incidental, special, exemplary, or consequential claims or damages (including without limitation lost profits), however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise), even if advised of the possibility of such claims or damages. If for any reason, the Service Provider is found to be liable notwithstanding the above, the Customer agrees and acknowledges that the Service Provider's liability to the Customer, and any end user of the Hosted Application Services provided by the Service Provider is limited to the amount paid to and received by the Service Provider for access to and use of the Hosted Application Services for a period of not more than twelve (12) months prior to the outage.

7.2. The parties mutually agree to indemnify, defend and hold harmless each other from any and all third party claims, liability, damages and/or costs (including, but not limited to attorneys fees) arising from the use of the Hosted Application or the Hosted Application Services in violation of the terms of this Agreement or the other party's infringement, or infringement by any other user of the Customer's account, of any intellectual property or other right of any person or entity.

## 8. Force Majeure

8.1. Neither party shall be liable for any failure or delay in performance to the extent caused by causes beyond its reasonable control, including, without limitation, labour disputes, fires or other casualties, weather or natural disasters, damage to facilities, or the conduct of third parties beyond the reasonable control of a party ("Force Majeure"). In the event such failure or delay exceeds a consecutive period of two (months), either party may terminate this Agreement by written notice to the other.

## 9. Confidentiality

9.1. Both the Customer and Service Provider acknowledge that by reason of their relationship, they may have access to certain information and materials related to each others business, plans, customers, software technology, and marketing strategies that is confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. Both the Customer and Service Provider agree that they will not use in any way neither for their own account nor for the account of any third party, nor disclose to any third party, any such information revealed to them by the other as such, without express written permission from the other.

## 10. Termination

- 10.1. Either party may terminate (or, in the case of the Service Provider at its sole discretion temporarily suspend the operation of) this Agreement if the other party defaults in the performance of any of its material obligations under this Agreement on thirty (30) days written notice if the default is not capable of being remedied.
- 10.2. This Agreement may be terminated by the Service Provider, upon prior written notice of five (5) business days, to the Customer, if fees cease to be paid as required under this Agreement.
- 10.3. This Agreement may be terminated for convenience by the Customer upon ninety (90) days' written notice. Upon termination for convenience, any unbilled or outstanding Fees outlined in Schedule B for the entire Term of the Agreement shall be due and payable.

## 11. Jurisdiction, Partial Invalidity, Entire Agreement

- 11.1. Subject to the incontestability and validity of sections 7.1 and 7.2., this Agreement and the parties' obligations hereunder will be governed, construed, and enforced in accordance with the laws of the United States and the State of West Virginia without giving effect to its choice of law rules. The parties agree to the jurisdiction of the West Virginia courts, both state and federal, which will be the venue for the resolution of any dispute related to this Agreement.
- 11.2. If for any reason a court of competent jurisdiction finds sections 7.1 or 7.2 or both of this Agreement to be invalid, illegal or unenforceable, such provision or portion shall be construed and governed according to the laws of Ontario even if the remainder of this Agreement continues in full force and effect.
- 11.3. This Agreement, including the schedules hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by the party granting the waiver.

11.4. Notices shall be by personal delivery, by facsimile (with transmission confirmation) or by first class mail (postage prepaid) and be addressed to the parties at the following addresses:

<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>	<p>Customer Expressions Corp. 2255 Carling Ave, Suite 500 Ottawa, Ontario K2B 7Z5</p>
<p>Attention: [Redacted]</p> <p>Phone #: [Redacted]</p> <p>Fax #: [Redacted]</p>	<p>Attention: Contracts Admin. Phone #: (613) 244-5111 Fax #: (613) 244-3303</p>

11.5. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver of such right, power or privilege. The relationship of the parties is that of independent contractors and not that of employee, agent, joint venture or partner.

11.6. This Agreement shall be deemed to be executed when signed by both parties.

## 12. Authorization

12.1. Signing this form confirms that (i) each person signing is authorized on behalf of their respective parties, to enter into and bind their respective parties to this Agreement and (ii) each person on behalf of their respective parties accepts the terms of this Agreement.

On behalf of \_\_\_\_\_:

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**On behalf of Customer Expressions Corporation:**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

## Schedule "A" to the i-Sight Hosted Services and Access Agreement

The Hosted Application and Hosted Application Services being offered for access by the Customer and forming the subject matter of this Agreement will be as configured by the Service Provider to meet the specific needs of the Customer (as approved by the Customer), while retaining all the enhanced functionality of the base system. The i-Sight demo "<https://enterprise2.i-Sight.com>" application demonstrated to the Customer will be the basis or template for the project. The following areas will be configured by the Service Provider as part of the set-up and configuration fee. Any changes to the demonstrated application outside of this scope will result in additional customization fees.

### **Intake Form**

The intake form is used to record new cases. As part of the configuration CEC will customize the fields available on the intake form. CEC will work with the Customer to define:

- Data fields required to initiate a new case including a definition of field name, type, and if the field is mandatory. There is a maximum of 200 fields on the intake form.
- Nesting of fields to display appropriate fields for various case types. Nesting can be three layers deep (i.e. category, sub-category, sub-sub-category)
- Email-to-case generation. This feature enables users to email i-Sight in order to initiate a case

### **Workflow**

Workflow rules are used to optimize the business process. A 'workflow rule' is any logic that triggers a change in the status of the case or an email notification to be sent. As part of the configuration CEC will configure any of the following workflow rules based on up to 2 parameters (for example notifications could be determined based on case type and issue, or business unit and location, etc.), this includes:

- auto-notification of new cases
- auto-assignment
- case or action owner reminders
- approval requests
- escalation notices (overdue)
- closure notices
- case status change based on field completion

Other workflow rules will be considered out of scope and subject to customization fees.

### **Case Record**

The case record will contain all the standard case functionality including:

- Case Details > Overview
  - This tab displays information captured on the intake form (excluding sub-forms).
  - It can also include up to 100 other fields that may be completed during the case lifecycle (closure reason, recommended outcome, etc.).
- Case Activity
  - record Notes
  - record To-Do's with reminders
  - assign To-Do's to an i-Sight user other than the case owner
  - send and receive emails from within a case. Emails may have attachments.
- Case Parties
  - add multiple Parties to a case.
  - configure up to 4 unique forms to record various 'Party Types' (i.e. customer, subject, witness, etc.)
  - each of the unique forms may have up to 40 fields.
- Case Files

## I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

- attach any sort of electronic document to the case (fax, scanned document, MS Word, etc.) with a maximum individual attachment size of 50 MB.
- General Case Features
  - ability to assign a case by selecting an owner from the pick list
  - ability to print the case file
  - case history will display an audit trail of changes made to the case record

### Case Record - Configured Forms

Forms can be deployed within the case file to record information. Forms are used for data sets that must be recorded more than once during the case lifecycle. For example: An expense form could be deployed to track many expense items. An interview form could be deployed to record every interview conducted.

The configuration fee includes the addition of up to 5 unique forms. Each form can have a maximum of 50 unique fields.

### Maintenance

i-Sight provides the following maintenance functions:

- add, modify or delete users, select their access level and notify them by email of their username and password
- add, modify or delete category items (issues, products, etc.)
- add, modify or delete workflow rules (for example: users may change timing of notifications)
- add, modify or delete email standard responses

### Access Controls

Access controls restrict functions and data available to groups of users. The following are the standard access roles that are available and may be combined with one other parameter to determine what data can be viewed. For example this information could be restricted based on the users department. In that case the user could only see cases and report information related to cases from that department. Other examples could include case type, location, severity, etc.

Role Name	View My Cases	View Other's Cases	Edit My Cases	Edit Other's Cases	Restrictions based on custom parameter	Submit case	Reassign Case Owner	Cancel	Close	Reopen	Access to settings	Mark case as confidential	View confidential cases	Edit Confidential Cases	Create Reports	Run Reports
<b>System Administrator</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Manager</b>	✓	✓	✓	✓		✓	✓	✓	✓	✓					✓	✓
<b>Analyst</b>	✓		✓		✓	✓	✓	✓	✓	✓					✓	✓
<b>Read Only (Optional)</b>	✓				✓	✓										✓

### Reporting

i-Sight includes the YellowFin reporting package as demonstrated at “<https://enterprise2.i-Sight.com>”. This is an ad-hoc reporting tool and will be populated with reportable field values; however, the Customer is responsible to build the desired reports.

# I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

## Schedule "C" to the i-Sight Hosted Services and Access Agreement Service Level Agreement

### 1. DEFINITIONS

In this Schedule C the following definitions will apply:

- 1.1 "Authorized User" means a user of the system as referred to in Schedule B of this Agreement.
- 1.2 "Documentation" means the Statement of Work or Business Requirements Document.
- 1.3 "Downtime" means that the "Services" (i-Sight Application or Hosted Application Services) are not accessible to Authorized Users, provided that, where Authorized Users are not able to access the Services owing to System Maintenance or a failure or defect that is not on the part of the Services, such inability shall not of itself constitute "Downtime". For purposes of the foregoing, "unable to access" shall mean loss of connectivity by Customer to the Hosted Application Services due to reasons which are not beyond CEC's control as stipulated in Section **Error! Reference source not found.** of the Agreement. Problems with Customer's personal computers or the network between Customer and CEC's Internet server hosting facility will be deemed to be beyond CEC's control. Problems with CEC's software and hardware, shall be deemed to be within the CEC's control. CEC does not monitor and makes no representations or warranties regarding data transmissions over the Internet.
- 1.4 "Downtime Minutes" means the sum of the minutes of Downtime.
- 1.5 "Downtime Incident" means an occasion when Downtime occurs.
- 1.6 "Services" means the i-Sight Application or Hosted Application Services as previously defined in this Agreement
- 1.7 "Service Level Requirements" means the agreed on-line availability being measured in s. 3.1.
- 1.8 "System Maintenance" means maintenance of the Services, including maintaining and upgrading software and hardware. System Maintenance is not Downtime.
- 1.9 "Uptime" means time when either:
  - i. the Services are scheduled to be accessible to Authorized Users; or
  - ii. the Services are scheduled for System Maintenance.
- 1.10 "Uptime Minutes" means minutes that are included in Uptime.
- 1.11 "Uptime Percentage" means the product of:

[(Uptime Minutes – Downtime Minutes) divided by (Uptime Minutes)] times 100

### 2. CONDITIONS TO SERVICE LEVEL REQUIREMENTS

The following conditions will apply to the Service Level Requirements:

- 2.1 Measurement Interval: Service Level Requirements will be measured on a monthly basis.
- 2.2 Data Capture: CEC will use appropriate tools and problem-tracking systems to capture and record the data needed to measure and report on its performance against the Service Level Requirements.

I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

**3. SERVICE LEVELS:**

**3.1 On-Line Availability:**

**Service Level Requirement:** CEC will achieve an on-line availability of 99.7% or more for the Services calculated on a monthly basis.

Availability during each month will be calculated using the following formula:

$$\text{Availability (Uptime Percentage)} = \frac{[(\text{Uptime Minutes} - \text{Downtime Minutes}) \text{ divided by } (\text{Uptime Minutes})] \text{ times } 100}{100}$$

**3.2 Support and Maintenance**

**a) Errors and Error Correction**

CEC will expend commercially reasonable efforts to provide an *Error Correction* designed to solve or bypass a reported *Error*. CEC shall reasonably determine the priority level of Errors. CEC uses the following protocols (all times shown reflect regular business hours of 8 am to 5 pm EST):

“Error” means a failure of the Services to conform to the specifications therefore as set forth in the Documentation resulting in the inability to Use the Hosted Application or a considerable restriction in Use of the Hosted Application. Errors are classed Severity 1, 2, 3, 4 or 5 as follows:

<b>Severity 1:</b>	<b>Critical Business Impact – All Productive Activity Stopped</b>	General i-Sight System Access Failure Reporting System Access/Update Failure Customer is unable to use Services or reasonably continue work using the Services in a production environment.
<b>Severity 2:</b>	<b>Major Business Impact – Specific User Access Failure or System Upload Failure</b>	Customer is unable to log into the application/reporting or requires access granted into the application/reporting. Upload failure regarding Attachments, Emails and SFTP Files
<b>Severity 3:</b>	<b>Major Business Impact - Major Feature Failure or Performance Degradation</b>	Critical components of the Services are not working properly while other areas of the Services are not impacted. Behavior has created a significant negative impact on the Customer’s productivity or Customer service level.
<b>Severity 4:</b>	<b>Minor Business Impact - Minor Feature Failure</b>	Components of the Services not working properly, however, an alternative solution is available. <ul style="list-style-type: none"><li>• A non-essential feature of the Services is unavailable with no alternative solution.</li><li>• Services behavior yields minimal loss of operational functionality or implementation resources.</li><li>• Issue is isolated to a single User or Instance</li></ul>
<b>Severity 5:</b>	<b>Minimal Business Impact – General Questions</b>	<ul style="list-style-type: none"><li>• Services Information Request</li><li>• Services Enhancement</li><li>• Services Documentation Clarification</li></ul>

“Error Correction” means a Services modification or addition that, when made or added to the Services, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Services, eliminates the practical adverse effect of the Error on end user and shall include all upgrades, updates,

## I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

fixes, workarounds, and other modifications to the Services or to the Third-Party Software, other than Enhancements, which are made in order to correct Errors in the Services as defined herein.

A “Major Release” or “Version” is defined by the first number to the left of the first decimal point in the release number sequence. Major Releases do not include modules or add-on products that Customer has not licensed from CEC.

“Enhancement”, “Update” or “Point Release” is defined by the release number immediately to the right of the first decimal point in the release number sequence.

CEC shall be responsible only for correcting Errors in the Hosted Application and the Hosted Application Services. CEC is not required to provide any maintenance support services relating to problems arising out of (i) the Customer's use of unsupported materials; (ii) changes to the Customer's operating system or environment which adversely affect the Hosted Application Services; (iii) any alterations of or additions to the Hosted Application Services performed by parties other than CEC or at the direction of CEC; (iv) use of the Hosted Application Services in a manner for which they were not designed; (v) accident, negligence, or misuse of the Hosted Application Services, except that of or caused by CEC; (vi) introduction by the Customer of data into any database used by the Hosted Application Services by any means other than the use of the Hosted Application Services; or (vii) use of the Hosted Application Services on equipment or in connection with third party software other than for which it was designed and access provided. If it is determined that the problem was not related to the supported Hosted Application or the Hosted Application Services, and the Customer requests CEC to do further work, then the Customer hereby agrees to pay reasonable travel and lodging expenses in addition to CEC's standard consulting rates. Travel time will be charged at consulting rates.

### **b) Support Procedure**

The Service Level Objectives (“SLOs”) stated below are targets and do not include or account for time waiting for further information from Customer or other delays outside of CEC's reasonable control. Time periods refer to operating hours from when the case is received or to business days. The SLOs assume that Customer has fulfilled all responsibilities described in this document and CEC Technical Support personnel have received all the requested technical information reasonably required to resolve the issue.

- i. Initial Request for Support:** All support inquiries should be directed to the email below or the Support number.

- General Support: [Support Portal](https://i-sight.atlassian.net/servicedesk/customer/portal/10)  
(<https://i-sight.atlassian.net/servicedesk/customer/portal/10>)
- Regular business hours are 8am – 5 pm EST
- Support number: 1-800-465-6089, reception will transfer your call accordingly
- Afterhours/Holidays please email support and call: 1-800-465-6089 option 2

### **ii. Escalation Path**

Escalate Level 1 (Function)	Rachel Falls	613-325-3492	rfalls@i-sight.com
Escalate Level 1 (Access)	Kris Hall	613-296-4961	khall@i-sight.com
Escalate Level 2	Jason Victor	613-327-0776	jvictor@i-sight.com
Escalate Level 3	Geoff English	613-722-1868	genglish@i-sight.com

### **c) Code Level Fixes**

- i.** To ensure proper versioning and quality assurance, any code level fixes will be targeted and placed into User Acceptance Testing (“UAT”) for customer review and sign off.
- ii.** Code changes are scheduled and pushed within 2 weeks of UAT acceptance.

I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

d) **SERVICE LEVEL OBJECTIVES (Regular Office Hours 8am – 5pm EST)**

SERVICE LEVEL OBJECTIVES (SLO)MATRIX					
Severity Level	Incident Description	Initial Response Target	Workaround Target	Target	Build
1	General Application Access Failure	60 minutes	8 hours	1 business day	Production
1	Reporting Application Update Failure	60 minutes	8 hours	1 business day	Production
2	Specific User Access Failure	4 business hours	1 business day	4 business days	Production
2	Application Upload Failure	4 business hours	1 business day	4 business days	Production
3	Application Functional Bug	4 business hours	2 business days	6 business days	UAT
3	Reporting Application Functional Bug	4 business hours	2 business days	6 business days	UAT
4	Specific User Functional Bug	4 business hours	3 business days	8 business days	UAT
5	Enhancement requested	Timeframe to be negotiated	n/a	n/a	
For Severity Level 2 through 4 please wait half an hour between each escalation					

e) **SERVICE LEVEL OBJECTIVES (During Non-Regular Office Hours)**

SERVICE LEVEL OBJECTIVES (SLO)MATRIX			
Severity Level	Incident Description	Initial Response Target	Workaround Target
1	General Application Access Failure	2 Hours	8 hours
1	Reporting Application Update Failure	2 Hours	8 hours
2	Specific User Access Failure	Next Business Day	n/a
2	Application Upload Failure	Next Business Day	n/a
3	Application Functional Bug	Next Business Day	n/a
3	Reporting Application Functional Bug	Next Business Day	n/a
4	Specific User Functional Bug	Next Business Day	n/a
5	Enhancement requested	Timeframe to be	n/a
For Severity Level 2 through 4 please wait half an hour between each escalation			

“Initial Response” is defined as contact by either email or phone by Support Personnel to gather additional information about a case, collect diagnostics, suggest workarounds, obtain reproduction data and/or gather configuration information.

“Workaround” A Workaround provides relief from the non-conforming product behavior. Relief may take the form of an alternate usage, a System configuration change, a patch and/or design approach, or information in the case of an information request.



## I-SIGHT HOSTED SERVICES AND ACCESS AGREEMENT

### f) System Maintenance

"Maintenance Releases" are product releases containing corrections for non-conforming product behavior. Releases may or may not contain new functionality.

**Maintenance Schedule:** Routine Maintenance on Services is performed on Friday, Saturday or Sundays between 12:00 AM Eastern Time and 6:00 AM Eastern Time. This is a standing maintenance window CEC utilizes when needed and thus no maintenance notification is sent. If required CEC may also perform emergency maintenance on the Services. In this case customers are notified directly either by telephone if the maintenance needs to occur on the same day, or via email notification if the maintenance will occur on some other day than the Friday, Saturday or Sunday maintenance window.

### g) Holiday Calendar

The following holidays are observed by CEC and during these times support will be governed by the SLO for non-regular office hours.

Holiday	2017	2018
New Year's Day	Mon, January 2	Mon, January 1
Family Day (Third Monday in February)	Mon, February 20	Mon, February 19
Good Friday (Friday before Easter Sunday)	Fri, April 14	Fri, March 30
Victoria Day (Monday before May 25)	Mon, May 22	Mon, May 21
Canada Day	Mon, Jul 3	Mon, Jul 2
Civic Holiday (First Monday in August)	Mon, August 7	Mon, August 6
Labour Day (First Monday in September)	Mon, September 4	Mon, September 3
Thanksgiving Day (Second Monday in October)	Mon, October 9	Mon, October 8
Christmas Day	Mon, December 25	Tues, December 25
Boxing Day	Tues, December 26	Wed, December 26

### 3. Performance Credits

If a monthly report, based on the criteria stated above, shows that CEC has materially failed to meet the 99.7 Uptime Percentage SLA or the SLOs as stated above (whether by a failure of the Hosted Application or Hosted Application Services (Severity 1 issue)), and upon request Customer shall be entitled to a credit equal to one percent of 1/12th of the annual Hosting Fee for each percent CEC is below the target. The credit will be applied to the next invoice.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ SOS180000004**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Customer Expressions Corporation (i-Sight)

Company

*Jakub Fiser*

Authorized Signature

9/18/2017

Date

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