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Header 1

[List View](#)

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 355301

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000198178

Legal Name: LEIDOS DIGITAL SOLUTIONS INC

Alias/DBA:

Total Bid: \$231,894.43

Response Date: 09/21/2017

Response Time: 12:21

SO Doc Code: CRFQ

SO Dept: 1600

SO Doc ID: SOS1800000004

Published Date: 9/15/17

Close Date: 9/21/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 - Case Management software and

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 355301

Solicitation Description : Addendum No. 1 - Case Management software and Annual Support

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-09-21 13:30:00	SR 1600 ESR09211700000001183	1

VENDOR
000000198178 LEIDOS DIGITAL SOLUTIONS INC

Solicitation Number: CRFQ 1600 SOS1800000004

Total Bid : \$231,894.43 **Response Date:** 2017-09-21 **Response Time:** 12:21:12

Comments:

FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Case Management Software	1.00000	EA	\$231,894.430000	\$231,894.43

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

Request for Quotation: Case Management Software and Annual Support
RFQ No: CRFQ SOS180000004



Prepared For:

Attn: Tara Lyle, Buyer Supervisor
State of West Virginia Secretary of State's Office
2019 Washington Street, East
Charleston, WV 23505

Prepared By:

Leidos Digital Solutions Inc.
2700 Prosperity Avenue, Suite 200
Fairfax, VA 22031

September 21, 2017

Disclosure of Data Legend

This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of or in connection with the submission of these data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to these restrictions are contained in all sheets. In addition, the information contained herein may include technical data, the export of which is restricted by the U.S. Arms Export Control Act (AECA) (Title 22, U.S.C. Sec 2751, et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401, et seq.).

This material is not intended by Leidos to become a "record," within the meaning of 5 USCA 552a, and is entrusted to the government with the understanding that it will be returned if the government is unwilling or unable to maintain it as non-record material.

Freedom of Information Act Exclusion

The data furnished in connection with this document is deemed by Leidos to contain trade secrets and commercial or financial information which is privileged and confidential under Title 5, United States Code, Section 552. Accordingly, such data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate our product and services.

Lockheed Martin and Leidos Merger Disclosure Information

Leidos Digital Solutions Inc. (Leidos) is pleased to submit this Request for Information (RFI). On August 16, 2016, a subsidiary of Leidos Holdings, Inc. merged with the entirety of Lockheed Martin's IS&GS business, resulting in Leidos Innovations Corporation (the "Transaction").

In connection with that Transaction, Lockheed Martin Desktop Solutions Inc. (CAGE Code 1Y2P4, DUNS No. 15-324-9859, TIN No. 54-1315551) which was formerly part of Lockheed Martin's IS&GS business, was acquired in its entirety by Leidos Innovations Corporation and was renamed Leidos Digital Solutions Inc. (CAGE Code 1Y2P4, DUNS No. 15-324-9859, TIN No. 54-1315551). Besides the change in ownership and the name change, there were no changes to Lockheed Martin Desktop Solutions Inc. as a result of the Transaction. All of the assets and experience of Lockheed Martin Desktop Solutions Inc., including its key personnel, business processes, knowledge and experience, and past and present contracts, including past performance and experience, remain available to Leidos Digital Solutions Inc.

Accordingly, Leidos Digital Solutions Inc. is the full successor-in-interest to Lockheed Martin Desktop Solutions Inc. This Transaction will not have a material impact on the technical, management or other performance of any contract/order resulting from this proposal.


The IQ Intranet Quorum™ software product is proprietary software developed, owned, and copyrighted by Leidos Digital Solutions Inc. Quorum™ and Intranet Quorum™ are trademarks of Leidos.

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State of West Virginia Request for Quotation Form

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 21 — Info Technology

Proc Folder: 355301			
Doc Description: Addendum No. 1 - Case Management software and Annual Support			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2017-09-15	2017-09-21 13:30:00	CRFQ 1600 SOS1800000004	2

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

VENDOR
Vendor Name, Address and Telephone Number: Leidos Digital Solutions Inc. 2700 Prosperity Ave. Fairfax, VA 22031

FOR INFORMATION CONTACT THE BUYER Tara Lyle (304) 558-2544 tara.l.yle@wv.gov

Signature X <i>Lawrence A. Vittori</i>	FEIN # 54-1315551	DATE 09/21/2017
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All offers subject to all terms and conditions contained in this solicitation



ADDITIONAL INFORMATION:

Addendum No. 1 - Responses to vendor questions attached.

The bid opening will remain on September 21, 2017 at 1:30 pm.

INVOICE TO		SHIP TO	
CFO		SUPPLY CLERK	
SECRETARY OF STATE		SECRETARY OF STATE	
BLDG 1 STE 157K		BLDG 1 STE 157K	
1900 KANAWHA BLVD E		1900 KANAWHA BLVD E	
CHARLESTON	WV 25305-0770	CHARLESTON	WV 25305-0770
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Case Management Software	1.00000	EA		

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

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical question deadline by 4:00 pm	2017-09-12



	Document Phase	Document Description	Page 3
SOS1800000004	Final	Addendum No. 1 - Case Management software and Annual Support	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ SOS1800000004

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.

Leidos Digital Solutions Inc.

Company

Lawrence A. Vittori

Authorized Signature

09/21/2017

Date

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

Cover Letter

September 21, 2017

Ms. Tara Lyle
West Virginia Secretary of State's Office
Procurement Division
2019 Washington Street, East
Charleston, West Virginia 25305

Dear Ms. Lyle:

With this letter Leidos Digital Solutions, Inc. (Leidos) is pleased to respond to the West Virginia Secretary of the State's Office (WVSOS) Request for Quotation (RFQ) Reference CRFQ SOS1800000004 for the Case Management System (CMS) and Annual Support. Leidos is proud to offer information about our proven and effective Intranet Quorum (IQ) solution featuring industry-leading case management, correspondence management, workflow tracking and business process management (BPM) solution.

With over three decades of experience providing case management and BPM solutions, we are confident that our team of proven professionals will deliver the necessary products and services while maintaining the highest level of customer satisfaction.

If upon review you have any questions, comments, or concerns please do not hesitate to contact John Magruder at (703) 208-5101 for technical matters or the undersigned at (216) 235-4613 for contractual matters.

Sincerely,

A handwritten signature in black ink that reads "Lawrence A. Vittori".

Lawrence Vittori, CPCM
Contracts Manager
lawrence.vittori@lmco.com

Designated Contact & Certification and Signature

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.

Lawrence A. Vittori

(Name, Title)

Lawrence A. Vittori, Contracts Manager

(Printed Name and Title)

2700 Prosperity Ave. Fairfax, VA 22031

(Address)

216-235-4613, 703-206-9889

(Phone Number) / (Fax Number)

lawrence.vittori@leidos.com

(email address)

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.

Leidos Digital Solutions Inc.

(Company)

Lawrence A. Vittori

(Authorized Signature) (Representative Name, Title)

Lawrence A. Vittori, Contracts Manager

(Printed Name and Title of Authorized Representative)

09/21/2017

(Date)

216-235-4613, 703-206-9889

(Phone Number) (Fax Number)

Revised 08/31/2017

Executive Summary

Ready to Deliver Success to the State of West Virginia Secretary of State

Leidos Digital Solutions, Inc. (Leidos) is pleased to respond to the West Virginia Secretary of State's Office (WVSOS) for the hosted Case Management Software (CMS) and Annual Support solution. With this response, we offer a solution to the WVSOS that meets the WVSOS' feature and functional requirements. Each element of our response is accurately described as "proven successful" and is supported by relevant past performance. We offer a solution that is an exact match to your needs delivered by a service team that has conducted hundreds of successful implementations to government organizations like yours.

As you consider our proposal over other contenders, please consider why our offer (and our firm) has numerous "differentiators" that bring unique solid value to your organization. Amongst them is the fact **the State of West Virginia Office of the Governor has been a fervent and completely satisfied customer for nearly two (2) decades.**

An Unparalleled Ability to Meet and Exceed the WVSOS' Needs

Our response features Intranet Quorum (IQ), our industry-leading case management and business process management (BPM) solution. IQ is a comprehensive and effective solution successfully meeting the needs of thousands of users across federal, state and local governments. IQ's large capacity for processing vast volumes of data is proven and demonstrable. In fact, many clients have selected IQ as their main case tracking and workflow management system because of its unique scalability and ability to manage very large volumes of records, and in some cases, *several million records.*

As a web-based, flexible and commercial off-the-shelf (COTS) solution, IQ more than meets the expressed needs of the WVSOS. **IQ can be delivered on premise or via managed hosting services from a government community cloud in a secure, hosted Software-as-a-Solution (SaaS) model.** With highly evolved data management designed specifically for government, IQ offers efficient and customizable workflows, flexible and streamlined processes, unparalleled communication capabilities, comprehensive report management and more.

Uniquely Qualified with Relevant and Successful Experience

IQ products and services support the U.S. Congress, federal, state and local governments across America. Our track record of success spanning three decades includes both long term and newly earned customers who demonstrate their customer satisfaction through contract renewal, expansion of services, customer satisfaction surveys and mission success.

Proven Methodology Assures Remarkable Return on Investment

The Leidos approach is based on well documented and practiced methodologies that have resulted in high customer satisfaction for our clients in similar government organizations. As previously stated and detailed later in this response, our IQ solution meets the WVSOS' functional and technical requirements. Our programmatic approach to implementation and support will prove beneficial as we anticipate technical, functional, process, learning and implementation challenges before they arise and quickly meet them with proven strategies.

The Best Value Solution is also an Affordable Approach

Our response offers a one-year period of performance and option years 2-4 pricing for hosted services, support and maintenance services. The resulting price offers extraordinary value while delivering superior solution capabilities, surety of successful project, and certainty of customer satisfaction.

The Leidos approach is based on well documented and practiced methodologies that have resulted in high customer satisfaction for our clients in similar government organizations. Leidos delivers a sustainable value with low total cost of ownership (TCO) leveraging the following attributes:

- A COTS solution designed specifically for government use;
- Highly configurable out-of-the box technology that is easily adapted to the changing needs of the WVSOS;
- Proven support services that understand government business processes;
- An enduring solution backed by one of the federal government's top contractor;
- A solution based on proven technology such as Oracle and Microsoft .NET framework that delivers a secure high-performance solution with an intuitive user interface;
- A business process management approach that promotes efficiency and productivity;
- A time-tested design and implementation that assures privacy and security; and
- World-class hosting services delivered under an affordable and predictable pricing model.

These claims are supported by exceptional and relevant past performance that provides the WVSOS with assurance of immediate and future success. These assertions are well documented and confirmed by our existing customers.

Company Background

Leidos Digital Solutions, Inc. (Leidos) is a wholly owned subsidiary of the Leidos Innovations Corporation (NYSE:LDOS). Headquartered in Reston, Virginia, Leidos Innovations Corporation employs approximately 33,000 people worldwide and is principally engaged in the research, design, development, manufacture and integration of advanced technology systems, products and services.

Operating as part of Leidos-Civil, Leidos contributes to the combined capabilities of our parent company. The combined resources deliver a broad array of services ranging from information technology and business process outsourcing to systems integration, security and defense. Highest in our list of accomplishments is software development and integration as well as software training, support and maintenance.

Founded in 1985 as Intelligent Solutions, Inc. (ISI), Leidos now operates as a strategic line of business under Leidos Innovations Corporation and is incorporated in the State of Virginia. Leidos has meaningful experience that is directly relevant to the WVSOS, including:

- Over 30+ years' experience supporting government offices;
- Industry-recognized business process management solutions;
- Secure, fully managed hosted SaaS environments;
- Store personally identifiable information (PII);
- Highly effective desktop support services;

- Comprehensive system integration services;
- Innovative web-based training programs;
- Large volume email management solutions;
- State-of-the-art security and network operations;
- Best-in-class information technology deployment services;
- Reliable data migration services;
- Federal Enterprise Architecture (FEA) compliance;
- Web services integration; and
- Comprehensive program management services.

Throughout a distinguished history of success, Leidos has maintained a strong emphasis on delivering and supporting complex systems. This core focus has helped us build an impressive past performance history serving the **U.S. Congress, the U.S. Department of Justice (DOJ), the U.S. Department of Homeland Security (DHS), the U.S. Department of State (State Department), the U.S. Department of Veterans Affairs (VA) and numerous other federal, state and local government organizations including the West Virginia Office of the Governor.** Our long history means that our customers can be confident in the IQ product's stability and can rest assured with the support that Leidos provides through our talented subject matter experts.

Name, Address, Telephone:

Leidos Digital Solutions, Inc. (Leidos)
2700 Prosperity Avenue, Fairfax, VA 22031
703-206-0030 (Phone)

Technical Contact:

John Magruder
703-208-5101 (Phone); 703-206-9889 (Fax)
John.Magruder@leidos.com

Contractual and Administrative Contact:

Lawrence Vittori
216-235-4613 (Phone); 703-206-9889 (Fax)
Lawrence.Vittori@leidos.com

Project Approach and Methodology

Leidos proposes to meet the WVSOS' CMS needs with the IQ system. IQ is a modern, easy-to-use, high capacity solution that is exceptionally flexible and can easily be configured to capture the WVSOS' specific business processes. With IQ, WVSOS users can capture all case-related documents, route all information, track every action and manage every challenge to meet operational and fundamental responsibilities of the CMS solution.

Our technical approach for the WVSOS' CMS tracking solution is time-tested and comprehensive. Simply put, we will deliver an out-of-the-box, COTS solution that can be hosted in a cloud within a premium data center facility that will exceed the requirements of the WVSOS. We will provide superior services that include analysis, installation, configuration, data migration, testing and documentation for the case management tracking solution.

Because IQ is highly configurable out-of-the-box, it can be tailored to meet the needs of the WVSOS without expensive, risky, or time-consuming custom development. IQ configuration is predominantly parameter-driven, meaning that data fields and workflow rules can be quickly tailored to meet the

business rules, user roles, and reporting requirements that the WVSOS needs.

The following table illustrates IQ's 100% compliance with the WVSOS' project goal requirements for the Case Management Software solution. The narrative following the table provides additional detail to how IQ is the best fit for the WVSOS' needs.

WVSOS Project Goals	IQ Meets
1. 100% web-based case management system application	✓
2. Receive & track information for election violations, complaints filed against private investigators/security guards, notary publics, charities & athletic agents	✓
3. Commercial-off-the-Shelf (COTS), browser-based system	✓
4. Turn-key offering of application software, technical support services, installation & training	✓
5. Conduct system wide searches for keywords, attachments or specific fields	✓
6. Display open, closed and pending cases, actions & reports	✓
7. Over 40+ standard reports, ad hoc reports & dashboard reporting	✓
8. Support Explorer, Firefox, Safari & Chrome	✓
9. Accessible & useable on tablets & smartphones	✓
10. Tailored training solutions to accommodate needs of users at every level	✓
11. Protect sensitive and confidential information in a secure hosted solution	✓
12. Hosting services infrastructure with appropriate industry-standard security & access management controls	✓

Our solution is precisely aligned with the WVSOS' expressed goals and encompasses the following attributes:

- CMS Flexibility:** IQ is designed to provide flexibility for both functional and technical requirements of government agencies. IQ is easily configured to meet the specific case, correspondence, workflow, document and reporting needs of the WVSOS and its diverse business processes. Similarly, IQ has been designed to easily adapt to changing architecture and infrastructure requirements. Because it is easily configurable, costs are kept to a minimum now and in the future.
- Vendor-owned COTS Software:** IQ is owned and maintained by Leidos. This means we have complete control over the product direction and we retain the product and subject matter expertise to ensure we meet our customer's needs.
- No risky system development required:** IQ is a BPM solution that is well ahead of the competition in terms of advanced technology, reliable performance and ease of use. IQ is easily configured to meet the specific needs of the WVSOS without custom development.
- Ease of use:** Because our solution employs a browser-based interface for the end user, WVSOS users at all computer skill levels will find it easy to learn and use, quickly maximizing the benefits of automation.

- **Fits current guidelines and procedures while streamlining processes:** The flexibility of IQ fits to the WVSOS' current business processes and allows for future change. Because it is easily configurable, costs are kept to a minimum now and in the future.
- **Seamless Technology Integration:** IQ employs Microsoft Server technology, Internet Information Server (IIS), Oracle, Microsoft Office and various web browsers. These common standards offer the best possible fit with existing technologies. The result is smoother implementation, maximum operating performance and minimal cost.
- **Secure Cloud Computing:** Leidos offers both on-premise and cloud hosted licensing delivery models. Whether seeking a FedRAMP and FISMA-Moderate compliant cloud delivery or WVSOS-hosted solutions, IQ delivers a secure, high performance case management solution for users around the world.
- **Practiced Implementation Support:** Leidos has proven, documented, and repeatable processes for implementing the IQ system into government organizations and successfully training users at all levels. Past performance is the best predictor of future success. Leidos is fortunate to have many successful projects and lessons learned to bring to bear on the success of the WVSOS' project.

The IQ System – Efficient, Intuitive, and Flexible

Leidos understands that all government offices are not the same. Even groups within the same organization can have different approaches and different requirements. Finding a common solution to address dozens of unique processes can be difficult. IQ offers both the structure and the flexibility to meet the challenges of managing diverse tasks with one system using a **single centralized database**. IQ accomplishes all of this while also streamlining business processes to help reduce the time and cost spent on casework tracking, business process management, correspondence management, document management, reporting and other tasks.

IQ has been specifically developed to meet the needs of government agencies like the WVSOS. IQ is configurable for quick implementation and reliable performance, and can be tailored to meet the WVSOS' unique requirements. IQ leverages an embedded Oracle database and a Microsoft .NET framework that delivers a secure high-performance solution with an intuitive user interface. Its browser-based design makes it easy for anyone with Internet experience to use.

Details of IQ's integrated modules that will bring tangible improvements and results to the WVSOS are presented below:

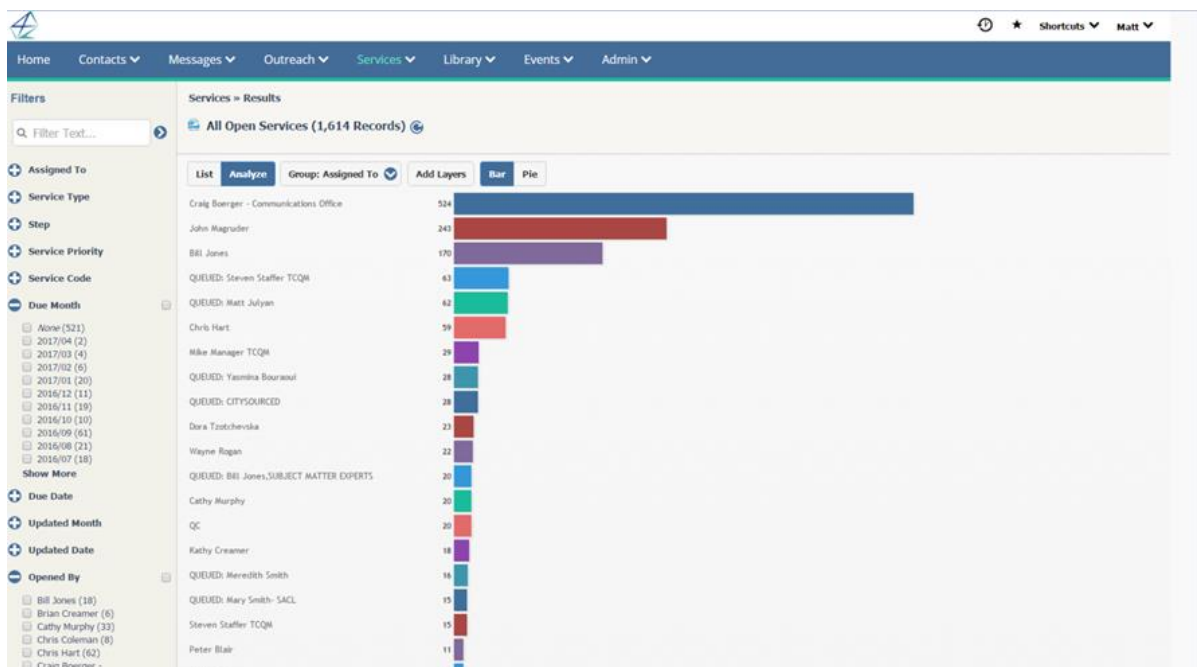
- **Services** – Captures office policies and procedures to ensure consistent delivery of services and thorough business process management. IQ's Services is a sophisticated configurable workflow system that manages and automates document approval, information routing, task assignments, and many other inter-office processes. Notification of assignments, reminders and management alerts are all integral features.

The screenshot displays a web application interface for request processing. At the top, there is a navigation bar with options like Home, Contacts, Messages, Outreach, Services, Library, Events, and Admin. Below this, the page title is "OPEN Program Application Tracking - Request Processing for Andy Jones". The interface is divided into several sections: "Detail" on the left, "Activity" in the middle, and "Discussion" on the right. The "Detail" section shows the status as "OPEN", assigned to Matt Julyan, and includes contact information for Andy Jones and Bruce Johnson. The "Activity" section shows a list of messages and attachments, including a letter from Matt Julyan and two PDF attachments. The "Discussion" section shows a message from Matt Julyan regarding the application received on January 20, 2017.

- **Contacts** – Provides a database of names, addresses and contact information that captures the history of every interaction with people and organizations. This contact database is the hub of the IQ system from which workflow, correspondence, email, events and many other functions can be initiated and processed. IQ tracks all this information and preserves it in a central repository for fast and efficient retrieval.

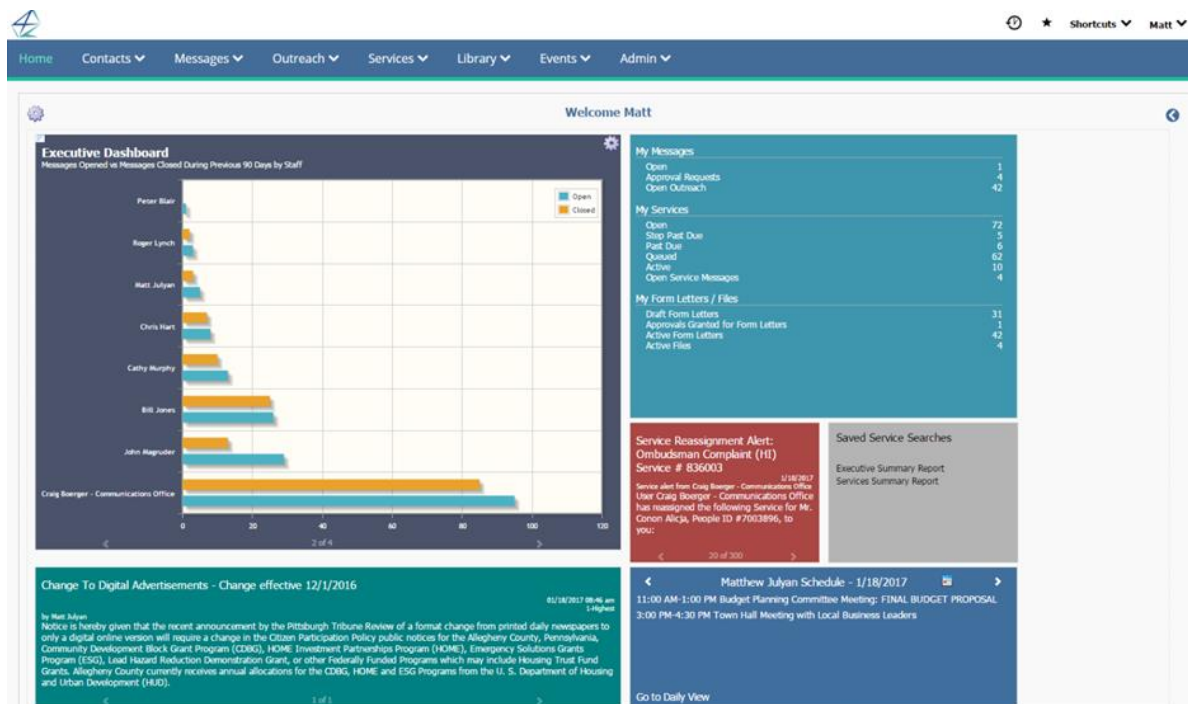
The screenshot displays a web application interface for a contact profile. At the top, there is a navigation bar with options like Home, Contacts, Messages, Outreach, Services, Library, Events, and Admin. Below this, the page title is "Contacts > Contact". The profile is for Andy Jones, a Veteran and Education Supporter. The interface is divided into several sections: "General" on the left, "Home Address", "Business Address", "Online Info", "Phone Numbers", "Household Members", "Organization Contacts", "Attachments", and "Affiliations". The "General" section shows the contact's name, social security number, date of birth, and application type. The "Home Address" and "Business Address" sections show the contact's physical addresses. The "Online Info" section shows the contact's social media profiles. The "Phone Numbers" section shows the contact's phone numbers. The "Household Members" section shows the contact's family members. The "Organization Contacts" section shows the contact's professional contacts. The "Attachments" section shows the contact's uploaded files. The "Affiliations" section shows the contact's memberships and subscriptions.

- **Messages** – Tracks every incoming and outgoing communications of all types. The Messages module makes the process of sending, tracking and answering communications quick, easy and efficient.
- **Intelligent Mail Agent (IMA)** – Performs e-mail integration that accepts structured (web form generated) and unstructured e-mail, facilitates routing of communications to appropriate staff by subject matter and generates outbound e-mail through an office's e-mail management system.
- **Outlook Add-in** – Integrates seamlessly with Microsoft Outlook to efficiently manage all contacts, email and calendar events.
- **Events** – Provides comprehensive group scheduling and event management. Users can search for, track and report on events by type and keywords, location and attendees.
- **IQ Online Video Support** – Delivers online training to remote customers, "on demand" training to the customer at his or her convenience, and overcomes timing, attendance and travel difficulties.
- **IQ Chat** – Allows users to communicate directly with IQ Help Desk team.
- **Reports & Analytics** – Features a comprehensive collection of over 40+ standard reports and ad hoc reporting capabilities that provides thorough information management.



- **Archivist (OPTIONAL)** – Combines IQ's superior BPM features with robust records management capabilities to enable users to effortlessly create, preserve, manage, dispose and transfer electronic records. Archivist allows a configurable record retention, fast access to your records and dependable retention schedules.

- **Library** – Maintains files of all types, including Microsoft Office files, standard form letters, internal memos, etc. Creating, entering, tracking, searching, retrieving and archiving files are central elements of the Library module.
- **Outreach** – Enables users to create their own e-newsletters and e-surveys that can be sent via mass distribution. Built into Outreach is the ability to easily share e-newsletters via Facebook and Twitter. Messages sent and received in Twitter and Facebook may be recorded and saved in IQ.
- **Home Page** – Serves as a user's portal into IQ. Important information directly related to a user's workload is delivered, rather than the user having to search for items.



In addition to these comprehensive tracking features, Leidos offers proven technical services and management approaches for the solution implementation.

Project Management

Performance excellence is the Leidos project team's number one priority. Leidos has used its highly successful project management approach on each implementation we have performed. Over time, our extensive project management experience has helped us to develop best practices for installations and implementations. Leidos employs a culture of continuous improvement so that processes are routinely updated to be more efficient and lessons learned are reviewed after each implementation.

Success is realized when repeatable processes are employed throughout the project life cycle. The delivery of a COTS product into a government agency requires an experienced, committed, proactive team with the right experience, knowledge, capability and capacity to satisfy project objectives. Specifically, this translates into:

- *Performance:* Understanding and ownership at all levels of the project – mutual frontline resolution of issues, trade-offs and changes.
- *People:* Empowering our team, to the most appropriate level of responsibility, to make decisions, take action and escalate unresolved issues for rapid resolution.
- *Processes:* Applying documented, repeatable processes to all phases of product development, deployment and project management.

Project Management Team

Leidos has a committed project team of cross-functional staff including technical resources, training professionals, product subject matter experts and engineers. A successful deployment will include engaging those team members when their expertise is most needed.

Our team of professionals includes:

Project Manager – The project manager will ensure that the Leidos resources are assigned to the appropriate activities within the project schedule. This would include the staff that routinely engages with customer staff as well as the behind-the-scenes engineers and technical resources working to support the team in the field. The Leidos project manager will lead regularly scheduled status meetings and provide regular communication to the customer's Project Team.

Information Technology Consultant (ITC) – This individual is an IQ subject matter expert and has experience converting customer business processes into finished workflow templates. The ITC will provide knowledge transfer to the training team to ensure customer language is used and that customer business processes and business rules are understood for the classroom training. The ITC will identify business processes and build a workflow template that maps to the identified process. The ITC will be involved on the project team from the time leading up to the installation of the product until the "go live" date.

Engineer – The engineer's role is to install and configure the product in the customer's environment. The engineer will be available for pre-installation for meetings and consultation and to perform the installation.

Trainer – The training team member will work with the ITC to understand the work that was completed by the ITC and the customer representatives. The trainer will prepare a training curriculum in the production account and instruct users in the operation of the application within the context of their business processes. The training effort includes the days spent on-site in the classroom as well as preparation time before arriving on-site. Following training, and before go-live, the trainer will insure that training data is purged from the system.

As a partner of entities of all sizes, Leidos is trusted to deliver on important customer requirements, and also bring a level of added-value to every project. When our customers select IQ as their CMS and BPM solution, they can be confident that the value of partnering with Leidos will bring benefits unmatched by other vendors and that our solution will exceed expectations and offers the "Best Value" for their solution needs.

3 GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: *Contract Item must meet or exceed the mandatory requirements listed below.*

3.1.1 DataInput/CaseManagement

3.1.1.1 Referrals: *internal creation of inquiries via web form key-entry from phone conversations.*

The ability to log, manage and track communications quickly, efficiently and intelligently is central to IQ and the IQ Messages module. IQ Messages is a comprehensive correspondence management system that tracks incoming and outgoing communications of all types including web forms, emails, faxes, social media, postal and scanned mail, phone calls and in-person requests.

3.1.1.2 Referrals: *must have the ability to generate a record for complaints, without opening a case for investigation.*

IQ allows for users to generate a record for a complaint without opening a case for investigation.

3.1.1.3 Referrals: *must have a web form used to accept complaints from outside sources (i.e. private citizens, organizations, etc.) – and to automatically generate case records.*

Yes, external web form submissions can be used to create Contact, Message and/or Service records in IQ. Additionally, IQ can automatically route web form data to appropriate staff member(s) based on user defined criteria.

3.1.1.4 Referrals: *all input information will be validated against a valid range of values, a list of valid values and/or a valid character sequence description, whichever best applies to the individual data item.*

The IQ product provides multiple data quality features to include manual and automated merging of duplicate records and address checker, code validation, Field validation, and spell checking for accurate data entry.

3.1.1.5 Referrals: *must be able to configure web forms for electronic submission of complaints based on existing forms. Examples of field values include: Name, Contact Information, Date, Complaint Type, Description of Incident, etc.*

Yes, Leidos can configure web forms based on existing forms for electronic submission of complaints based on existing forms.

3.1.1.6 Referrals: *web forms must incorporate free text, yes/no, dates, and other option fields.*

Yes, IQ web forms can be designed to allow users to fill in free form text or choose from a list

of predetermined options. Dates and Yes/No fields can be configured to guide the user to type the data in a way to achieve consistent data entry.

3.1.1.7 ***Referrals:** web forms must incorporate attachments.*

Yes, users can incorporate attachments with IQ.

3.1.1.8 ***Referrals:** must have the ability to link and merge complaints with cases opened for investigation.*

IQ provides the ability to link and merge complaints with cases opened for investigation by linking services (workflows) using parent/child/sibling relationships.

3.1.1.9 ***Actions:** 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.*

The IQ product provides a configurable auto-reply feature for incoming electronic mail. "Auto-reply" can acknowledge receipt while staff prepares a response, or incoming mail can be assigned a standard response automatically based on predefined criteria.

3.1.1.10 ***Actions:** must have the ability to record each action taken throughout an investigation from various sources (cell phone, computer).*

IQ is a browser-based solution so users can access IQ anywhere that they have Internet access.

3.1.1.11 ***Actions:** must have the ability to label each action with a type (i.e. witness interview, phone conversation). Action Types must be an editable dropdown list that can be created by the program manager as needed.*

IQ has the ability to label each action with a customer defined dropdown of Types.

3.1.1.12 ***Actions:** must have the ability to record the time spent working on a particular case or action within a case.*

IQ can be configured to record hours worked on a particular case or action.

3.1.1.13 ***Actions/Time Tracking:** must have the ability to track time and expense for billable hours. For example; an investigator must be able to invoice for hours worked.*

IQ can be configured to record hours worked as well billable rate and produce an invoice report based on that data in a particular case or action.

3.1.1.14 ***Actions:** must have the ability to assign actions to other people. For example; an investigator assigned to an investigation can assign specific tasks to other individuals.*

IQ accomplishes the ability to assign actions to other people by creating and assigning sub-workflows.

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

The IQ solution meets this WVSOS' functional need and technical requirement.

3.1.1.16 Action Assignment Notices: *assignment of actions will trigger email notification to assignee.*

The IQ Services module gives you clear visibility to the status of any action item as it moves through your office, and holds your team accountable through automated routing and email alerts.

3.1.1.17 Actions: *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.*

IQ provides the ability to create and send emails from within a case record and stores the email transaction within the case.

3.1.1.18 Actions: *must have the ability to assign due date to actions and set reminders.*

IQ handles deadlines and obligations using the workflow milestone dates, with automated alerting, for Workflow Due, Step Due and Remind.

Services offers multiple milestone dates for a workflow business process. These include process completion, completion of a step/phase and ad hoc reminders. For each of these, automated alerts to users may be generated, computed in business or calendar days, using formulas like "Due Date – 3". Users may also set monitors on a process to alert them each time an activity occurs.

3.1.1.19 Add Contacts: *must have the ability to add new contacts to a case record.*

IQ allows for the adding of new contacts to a record including a case record.

3.1.1.20 Add Contacts: *must have the ability to define data requirements for various contact types. Contact Types may include witness, victim, complainant, respondent, attorney, etc.*

The IQ Service template builder allows for roles to be assigned to each contact associated with the case as it is opened and processed.

3.1.1.21 Actions/Outcome: *must have the ability to record the outcome of an investigation.*

IQ has the ability to choose a closing status – a predetermined list that can be uniquely configured to WVSOS' business processes or to type free form data in a user defined field that records the outcome.

3.1.1.22 Actions/Outcome: *must have the ability to label each outcome with a final result of the investigation (i.e. dismissed, referred to prosecutor, conviction). Action Types must be an editable dropdown list that can be created by the program manager as needed.*

IQ provides the ability to label each outcome with a final result. These action types are configurable by the customer as needed.

3.1.1.23 Attachments: *must have the ability to attach digital files of any kind to a case record, including: photos, videos, documents (scanned), Excel databases (scanned), audio, statements, etc.*

IQ provides the ability to attach digital files of any kind to a case record.

3.1.1.24 Templates: *must have the ability to access general communication templates that can be customized for each case (i.e. subpoenas, administrative letters, etc.).*

IQ users can create, change and update form letter documents, which can be merged server-side with metadata. This allows for formatting both printed documents and e-mail messages. Other office documents that are created locally on workstations can be moved to the Library module where they can be accessed by other IQ users. Metadata such as modification dates, owners, assignments and approvers are tracked for easy analysis.

3.1.1.25 Supplemental/Re-opened: *must have the ability to re-open a case that has been previously closed.*

IQ provides the ability to re-open closed cases for users who have proper security rights to do so.

3.1.1.26 Supplemental/Re-opened: *must have the ability to change the case number to show that a case has been re-opened and contains supplement information.*

IQ can be configured to allow the case number to be changed when re-opened.

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

IQ can be configured to require approval of investigation closure.

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

IQ would facilitate the approval request via a step in the investigation workflow.

3.1.1.29 Approval Granted/Denied: *managers must have the ability to grant or deny approval of the investigators recommendation.*

IQ provides the ability to allow managers to approve or deny the investigators recommendation.

3.1.1.30 Printing: *must be able to print cases and reports.*

IQ allows users to print cases and reports.

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

By leveraging the inherent features of printing in IQ, the printed output can easily merge the unique user defined fields found inside the case folder as drop downs, pick listed or free form text fields.

3.1.2 Searching/Reporting

3.1.2.1 Searches: *must have the ability to conduct complete system searches for keywords.*

There are two types of searches available for all IQ records that enable robust querying of in-progress and historical correspondence: quick search and advanced search. A quick search lets you select criteria from a drop-down list of fields and combinations of fields. An advanced search lets you view and select all possible criteria on which you want to base your search. IQ also provides the ability to create and use custom searches as needed. IQ's robust searching includes exact match, Soundex, text search, Boolean, alpha, wildcard and complex queries.

IQ's search lets users search for data and requests based on any field information available. Users can search for documents and requests that contain specific information in a single field, or can base their search on information contained in multiple fields.

Using IQ's powerful Search and Analysis tools, users can search and filter records from any of the modules. IQ provides the ability to modify and "drill-down" into the data through as many layers as desired, using a graphical bar-chart tool. This allows users to easily capture the data for which they are searching. Further, IQ users can search and filter on multiple fields to easily find what they are looking for. User-driven reports are often generated from the searching results.

3.1.2.2 Searches: *must have the ability to conduct system wide searches (including attachments) or field specific searches.*

All text provided in notes, attachments, or Library items are searchable and because documents loaded into IQ are full-text indexed, searching for files by content is easily accomplished using the standard IQ search screens.

3.1.2.3 Searches: *must have the system searches initiated during case creation to prevent duplication of records.*

The IQ product provides multiple data quality features to include manual and automated merging of duplicate records and address checker, code validation, Field validation, and spell checking for accurate data entry.

3.1.2.4 Volume Reports: *time based reports must show volume of cases/complaints by source, issue.*

IQ provides multiple stock reports as well a report writer to provide these types of reporting features.

3.1.2.5 Strategic Reports: *must show investigations by allegation, case type, investigator, region, venue.*

IQ provides multiple stock reports as well a report writer to provide these types of reporting features.

3.1.2.6 Performance Reports: *must show on-time performance and average time to complete investigations.*

IQ provides multiple stock reports as well a report writer to provide these types of reporting features.

3.1.2.7 Aging Reports: *inquiry aging must show when each open inquiry will go past due.*

IQ provides multiple stock reports as well a report writer to provide these types of reporting features.

3.1.2.8 Exception Reports: *must show all cases and actions that are overdue by investigator. Also must show cases that have been inactive for more than thirty (30) calendar days.*

IQ provides multiple stock reports as well a report writer to provide these types of reporting features.

3.1.2.9 Ad-Hoc Reports: *must have a minimum of five (5) ad hoc queries available so that users can "customize" their own reports.*

IQ's built-in custom report writer can be utilized to create robust reports to meet the specific needs of the WVSOS. The custom report writer enables customers to create a report criteria page in IQ by selecting the rows of data to report on and determining how the data will be sorted. The number of ad hoc queries that are available aligns to the number of fields in the Service record. IQ reports can be saved to and produced in multiple formats: XML, HTML, PDF, Excel, Word, CSV or TST.

3.1.2.10 Report Export: *must have the ability to export to Agency owned and operated software; MS Word, MS Excel Spreadsheet, or PDF documents on a pre-set schedule and individually.*

IQ allows for users to create custom reports that output to Microsoft Word, Microsoft Excel and PDF formats. When reports need to be generated on regular intervals, IQ provides the ability to manually run reports and to schedule reports to be run at pre-determined times with the reports emailed to internal individual and group users or outside email addresses.

The IQ product includes a background job scheduler that allows the user to run a report real time or schedule the report to be run at a later time and date. In fact, reports can be scheduled to run more than once on a pre-determined schedule. Reports that are run using background scheduler can also be scheduled to be emailed to one or multiple recipients.

3.1.3 Workflow/Ease of Use

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

IQ offers a modern and highly intuitive user interface that is easy to learn and use, responsive.

3.1.3.2 Help: *must have context sensitive help for users.*

IQ provides complete online, context sensitive help which provides step-by-step instructions for all procedures and screens within the IQ system. The IQ Help system is located at the top of every screen under Shortcuts and assists the user with the functionality of using IQ.

3.1.3.3 Review: *must have spelling and grammar check for American English.*

The IQ product provides multiple data quality features to include spell checking for accurate data entry among other validations. In addition, because IQ is fully integrated with Microsoft Word, users can also benefit from the spell and grammar checking features in Word that enables users to spell check and grammar check all documents.

3.1.3.4 Display Cases: *must have a central inquiry display that lists all open inquiries.*

IQ provides a central list page that displays all open inquiries and can be filtered as desired.

3.1.3.5 Display Cases: *must have a dashboard view of open cases and actions. Based on username and password the software will provide users with a listing of their open cases or actions.*

IQ provides dashboards that provide a view of open transactions for the logged in user.

3.1.3.6 Display Cases: *in addition to open cases, must also have ability to show cases closed by month, quarter and year.*

IQ provides the ability to show cases closed by month, quarter and year.

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

IQ central case display will show case type, case number, short description, assigned to, deadline, and status.

3.1.3.8 Display Cases: *by default, cases must be displayed in the order of their arrival on the master compliant display.*

With IQ, cases can be sorted to display by arrival.

3.1.3.9 Display Cases: *must have the ability to sort and filter complaint displays.*

IQ has the ability to sort and filter complaint displays.

3.1.3.10 Display Cases: *all case listings and reports must display real-time information as referrals and cases are entered, assigned and closed.*

All listings and reports will display real-time information.

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

IQ provides the ability to display pending cases in a separate list page for manager review.

3.1.3.12 New Case Notification: *the system must deploy email notifications to indicate when a new compliant has been recorded.*

Accountability through workflow routing is one of IQ's core competencies. IQ Services application lets users assign a case workflow to specific users or groups and track their completion status, providing useful visibility into internal business processes. Users can identify where a process stalls, or where additional resources are needed to ensure timely case tracking and resolution. IQ lets users initiate a secure workflow record complete with reminder dates, deadlines and priority coding. The feature is also completely configurable to WVSOS' business processes.

IQ Services application allows you to use a single system to capture information and assemble facts from disparate departments and isolated information systems. IQ enables you to route information for action, approval or review; track people, documents and decisions; and keep all pertinent data in one central place.

3.1.3.13 Case Assignment: *managers or other users with proper access controls will be able to select an investigator and assign a case to that individual.*

Users with proper access controls will be able to assign cases as desired.

3.1.3.14 Case Assignment: *with proper access control, each user must have the ability to self-assign unassigned inquiries according to the user's availability and specialization in inquiry types.*

Users with proper access controls will be able to self-assign inquiries as allowed.

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

The IQ solution meets this WVSOS' functional need and technical requirement.

3.1.3.16 Assignment Notification: *email notification must contain a link to the case record, where the investigator must confirm or decline ownership.*

The IQ solution meets this WVSOS' functional need and technical requirement.

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

The IQ solution meets this WVSOS' functional need and technical requirement.

3.1.3.18 Case Re-assignment: *a declined investigation must trigger an email notification to the manager that assigned the case with an explanation. Manager must be able to re-assign case to another investigator.*

Users can quickly assign/un-assign/reassign and route parts of the process to others after temporarily acquiring the case and evaluating the appropriate next path, including external departments or offices. A reassigned service will appear as "Queued" to the user or group to which it has been assigned. A user must "Acquire" the service in order to fully process it.

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

The Services application provides the ability to generate automated and customized due dates based on specific criteria and send due date alerts through email. Automated alerts can be set to notify users or managers of pending due dates, reminders and overdue items at every step within a task. Due dates can be defined for an entire workflow process, as well as at the individual workflow step (or task).

3.1.3.20 Escalation Notices: *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, IQ can be configured to automatically notify Management via email when a case is past due or remains inactive for more than a desired time frame. Please refer to 3.1.2.19 *Due Dates*.

3.1.3.21 Escalation Notices: *emailed escalation notices must contain a link to the case file in question.*

As previously stated, alerts may be held within a user's IQ alert mailbox, forwarded to an external mail system (i.e. Outlook), or both. All alert emails contain a hyperlink to the process being referenced, providing single click access into the appropriate IQ context from any external source.

3.1.3.22 Case Status: *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.*

IQ allows for customized status labels through customized user defined fields (UDFs).

3.1.3.23 Follow-up Actions: *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.

IQ allows for users to create tasks that are to be completed at a future date, set reminders of the tasks, via sub-workflows.

3.1.4 Data Integrity/Access Controls

3.1.4.1 Case Types: *must have the ability to log different case types with unique numbering for each: i.e. election, charities, notaries, and individual/firm private investigators/security guards.*

IQ provides the ability for each case type to have a unique numbering system.

3.1.4.2 Case Numbering: *case numbering shall be customizable alpha-numeric sequential codes.*

IQ provides for case numbering for customizable alpha-numeric sequential codes using auto-generated custom user defined fields (UDFs).

3.1.4.3 Audit Trail: *the system will automatically populate time stamps at the time of receipt and time of closure of case records.*

All changes to data within the IQ system are recorded in an audit trail. The actual changes, user and date/time are all recorded.

3.1.4.4 Audit Trail: *all event log entries will automatically be populated with the time of their entry into the system.*

Yes, IQ automatically populates all event log entries with the time a user enters into the IQ system.

3.1.4.5 Audit Trail: *case views and sub record views will be logged.*

Only attempted views of secured records are logged at this time.

3.1.4.6 Audit Trail: *field level changes that include before and after status will be logged.*

As previously stated in 3.1.4.3 *Audit Trail*, all changes to data within the IQ system are recorded in an audit trail. The actual changes, user and date/time are all recorded.

3.1.4.7 Data Migration: *must have the ability to migrate records from Agency operated Legacy case management system on a filed-to-field basis.*

Often customers have one or more databases to convert to IQ during the implementation process. Leidos provides full data conversion services to ensure customer satisfaction. As part of the Leidos service, data mapping is performed prior to conversion to ensure that all data elements are placed in the appropriate fields.

Leidos employs successfully established processes and procedures for the performance of data migration and conversion. WVSOS staff would need to provide the data in a machine readable form in a mutually agreed upon format, but IQ does provide an import capability that supports

Comma/Quote, CSV, Tab, Bar and XML formats. Other external databases can put data into IQ via web services as well.

Data may be provided on external media, on removable drives or via VPN connection to the source data. WVSOS staff would also need to provide understanding of both the application and the data schema for the existing systems being replaced.

3.1.4.8 Access Controls: *must have the ability to restrict access based on Department the user belongs to.*

Users can be grouped by department, function and role, and assigned rights and privileges as appropriate. IQ Record Security can be applied to individual records, assigning up to five (5) levels of access to individual users, groups, and/or departments.

3.1.4.9 Access Controls: *must have the ability to restrict access to the field level.*

Record security lets you restrict access to individual records as well as areas within records including the field level. When a record or field is restricted, the user's access to it is determined by the access level.

3.1.4.10 Access Controls: *must have the ability to customize access levels to incorporate read only, input only and other levels of access.*

With IQ, the WVSOS will have the ability to customize access level to incorporate read only, input only and other levels of access. The ability to secure workflow or document records is controlled by User ID settings for the Record Security Lock in each IQ applications.

3.1.5 Interface/Technical

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

IQ is a browser-based product and does not require installation of product software on the desktop.

3.1.5.2 Cross Browser Support: *must support popular web browsers including Explorer, Firefox, Safari and Chrome.*

IQ allows for access through commonly supported interfaces including Internet Explorer, Edge, Firefox, Chrome and Safari.

3.1.5.3 Mobile: *must be accessible and usable on tablets and smartphones through web browser.*

IQ's progressive design delivers data through the browser and device of choice – laptop, tablet, or phone. Made possible by responsive design, IQ conforms to modern-day needs and fits to each respective environment.

3.1.5.4 Web Connections: *must be accessible from dial-up (56K) or better Internet connections.*

IQ is accessible from dial-up Internet connections of 56K or better. Please note that end user performance is affected by bandwidth.

3.1.5.5 Web Services: *software must be able to use web services for integration.*

IQ provides a complete set of web services to facilitate integration with other external software solutions. In the past, our web services team has created total solutions for organizations that were integrated with other technologies. IQ is able to consume web services from other providers as well. For external data feeds, IQ provides web service Application Programming Interfaces (APIs) and import utilities that are available to facilitate integration.

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.*

As with any new software implementation into an organization, some degree of training is required. Although we offer onsite end-user and administrator training when desired, many users learn via documentation, teleconference, webinar, and remote learning (e.g. Webex training sessions).

We will work with WVSOS staff to ensure that basic principles of using the application are applied to the specific business processes and steps users must take within the CMS solution. This focus on the processes will be combined with basic navigation, security and access procedures and general IQ functionality instruction. We will also train application administrators to ensure that they can operate and maintain the delivered CMS solution.

Additionally, the WVSOS will have 24/7 free access to our comprehensive online library of eLearning training videos. Videos are updated with every new IQ release to ensure that our customers are watching the most up-to-date content. Our training videos take users step-by-step through the most common functions in every IQ app and get IQ users up to speed in no time.

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.

Our training curriculum will not only include the basic concepts that most IQ users will need, but it will also focus on training delivery methods, available resources (e.g., online help) and a comprehensive understanding of the features, functions and capabilities of the IQ solution. IQ End User training will consist of IQ Fundamentals including Messages, Services and Outreach modules. Leidos will also provide on-site technical training for application administrators.

3.1.6.2 Training should be provided to the Agency following installation and acceptance of the

system.

During the implementation and acceptance of IQ, WVSOS staff will be trained in the classroom on the basic principles of using the application and will be applied to WVSOS-specific business processes as well as standard application administration functions.

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

Leidos understands the need for comprehensive documentation to understand the impacts of IQ to the business of our customers. User guides are integrated into the delivered solution in online help. Technical reference materials are also provided to system administrators. Upon implementation, an "As-Built" document provides clear documentation of system parameter configuration. (Please note: "custom" user guides are not included in the Scope of Work. If the WVSOS desires "custom" user guides, then additional fees will apply.)

3.1.6.3 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.

- *Vendor must provide the cost of maintenance for optional renewals of years 2, 3, and 4. Annual optional renewals will be initiated by the Agency and processed and issued by the West Virginia Purchasing Division.*

Please refer to *Exhibit A – Pricing Page* for cost associated with Maintenance and Support/Warranty for optional renewal years 2, 3 and 4.

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

Our maintenance will entitle the WVSOS to all minor upgrades of the IQ product as long as the account is in good standing.

3.1.6.3.2 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 a part of this solicitation. This information will be required before Purchase Order is issued.

Please refer to *Attachment A: IQ Hosting Service Agreement* below.

3.1.6.3.3 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 a part of this solicitation. This information will be required before Purchase Order is issued.

Please refer to *Attachment A: IQ Hosting Service Agreement* below.

3.1.6.3 Warranty and Maintenance contract must include the following:

3.1.6.3.1 Software support

Help Desk Support

Leidos will provide Tier 1, 2 and 3 support to users of the IQ application through continued management and staffing of the IQ Helpdesk.

Additionally, Leidos will provide subject matter expert (SME) support on-site following the training phase, as described in the Training Approach section below. The IQ Subject Matter expert will have reach back to Tiers 2 and 3 support as needed to ensure the timely resolution of reported issues and to be sure that questions regarding configuration and training issues may be responded to with additional coaching and discussion.

The IQ Help Desk will be available to the users via email and telephone during the business hours of 8:00 AM to 7:00 PM Eastern Standard Time excluding weekends and holidays. The IQ Help Desk utilizes help desk ticketing software to track calls, document the process to resolve an open call and to report on trends. Each caller will be assigned a unique ticket number as the ticket is logged. For email requests, an email response or return phone call will include the ticket number for the open ticket. All calls, including those resolved during an initial contact, will be assigned a ticket number and documented for reporting purposes. If reported issues cannot be resolved by Tier 1 or 2 IQ Helpdesk and/or subject matter experts, calls are escalated to Tier 3 support. Tier 3 support includes software architecture and engineering resources committed to resolving issues.

In the event of an unplanned system failure or performance issues, the IQ Help Desk will log calls from all users and begin to work the problem immediately to determine if the root cause is hardware, software or network related. Once the root cause has been identified, system recovery will begin. Leidos IQ Help Desk will notify users who have contacted the help desk when the system has been restored.

During non-business hours, support requests may be placed via email or voice mail and will be responded at the start of the following business day.

3.1.6.3.2 Version upgrades and bug fixes

Maintenance

Upgrades typically include both enhancements and service patches designed to keep IQ current with evolving operating systems and desktop applications. Upgrades typically include both enhancements and service patches designed to keep IQ current with evolving operating systems and desktop applications. While Leidos does not guarantee a specific number of major releases per year, historically they are produced at a rate of one to two per year. We are proud of our history of creating new functionality and features. We encourage our customers to provide feedback and input as we plan future releases.

3.1.7 Installation and Implementation: *The system must be fully implemented and achieve Acceptance within ninety (90) calendar days of issuance of Notice to Proceed. The successful Vendor must:*

3.1.7.1 *Meet with the Agency as is necessary to plan data conversion, system customization, and implementation. At least two (2) on-site visits are required, but the Vendor shall include the*

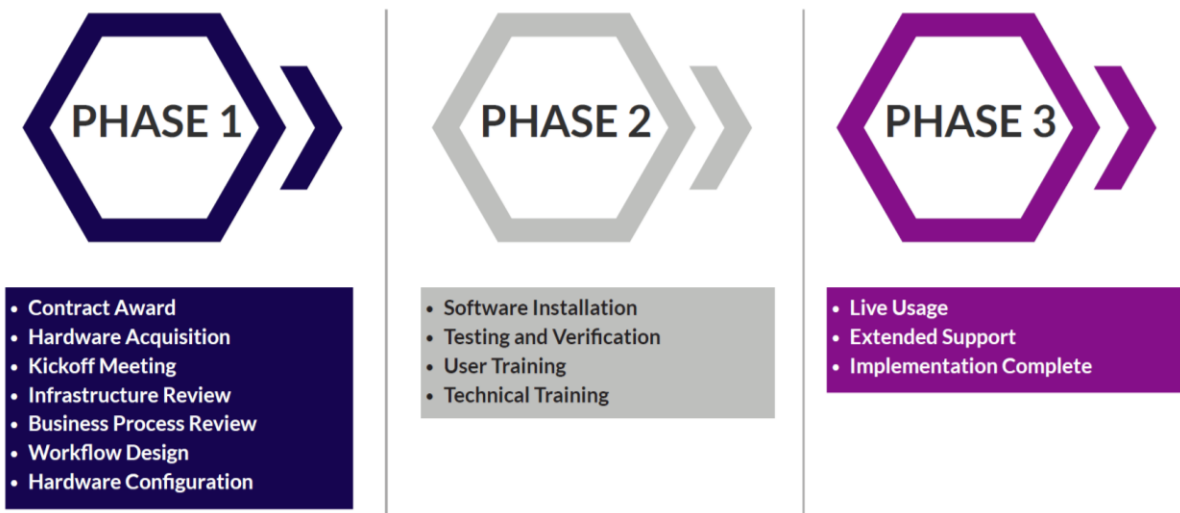
costs of these required visits and any additional visits they expect to need to conduct in their bid.

Implementation

Leidos provides superior services that include analysis, installation, configuration, testing, documentation and training for the IQ application. The implementation begins with a project schedule and includes tasks assigned to Leidos resources, as well as expectations of customer's stakeholders. The phases, highlighted below, will be scheduled and sub-tasks assigned as required.

Once our customers selected IQ, our team starts a three-phased implementation plan that begins the day we receive the contract award. In fact, before the contract is even awarded, our business process analysts will have already provided a Proof of Concept report, outlining business process maturity levels, identifying risks and making recommendations.

While every implementation is different, the graphic below reflects a typical schedule starting the day the contract is awarded. Actual implementations may vary based on dependencies such as number of users, organization schedules, data conversion needs, workflow development and other factors. Most implementations are completed within 60 days. Leidos will deliver the CMS application in a three-phase approach:



3.1.7.2 *Provide a complete schedule for installation and implementation within ten (10) calendar days of award of the contract. The schedule should indicate all phases of installation and implementation.*

Delivery Schedule/Project Timeline

Configurable out-of-the-box, IQ can be installed, configured, and tested in less than 90 days. We do understand that additional requirements may be distilled that may increase that timeline, but the solution is typically delivered within 30-60 days of project kickoff. Typical reasons the timeline might grow include customer preference and customer resource allocation. Actual implementations may also vary based on dependencies such as number of

users, organization schedules, data conversion needs, workflow development and other factors. Leidos and the customer's staff will meet to discuss the actual timeline.

This project schedule is based on years of experience and assumes that the customer will be ready for installation within several weeks of contract award. The amount of time required for an ITC to meet with stakeholders and configure workflow templates assumes that the customer's employees will be available to meet and respond to questions from the team. The following schedule provides a typical timeline for an implementation to be completed.

Project Tasks and Timeline			
Task	Description	Start Day	End Day
Contract Award	Upon Contract Award, Leidos will request a kickoff meeting be scheduled with the appropriate staff.	1	1
Kickoff Meeting	The initial meeting with stakeholders and technical staff is vital to the success of the project. Outcomes of this meeting will be a revised project plan and timeline, an understanding of any special scheduling requirements, a list of users and project participants, an understanding of training facilities and resources, and a list of any other project dependencies.	5	5
Business Process Review	Business Process Analysis is conducted so that workflow templates can be created to conform to the desired processes. Project Deliverable will include a business process diagram and a fully configured workflow template.	10	15
Service Design Review	Once the analysis is complete and the workflow is configured, meet with WVSOS to vet the design and insure the template is accepted.	16	16
Hosting Services	Hosted environments will be made available approximately 15 business days from date of Leidos acceptance of valid customer purchase orders.	1	15
Software Installation	The software components including database and application software can be installed once the server and operating system are configured. Configure IQ Outreach.	16	16
User Training	Following installation, classroom training begins with up to 15 students per session.	20	26
Technical Training	Trainers will work with WVSOS' IT site managers and system administrators to complete knowledge transfer and insure a deeper level of product knowledge.	27	29
Live Usage	When training is completed, users begin live operation with Leidos staff available during an extended on-site support period in which lessons learned, configuration changes and general support questions can be answered on a one-on-one basis.	28	Ongoing
Extended On-site Support	Following training, Leidos provides extended on-site support to help new users apply lessons from class, set up personal preferences and to assure a successful project.	28	37
Implementation Complete	Once the extended on-site support is complete, the implementation is complete.	37	37
Ongoing Support and Maintenance	Leidos will continue to provide help desk support and maintenance services throughout the life of the contract.	Ongoing	Ongoing

Start Day and End Day expressed in Business Days. All time frames are estimates.

*Please note: The project tasks and timeline matrix above is only a sample and does not reflect the actual project timeline for the WVSOS' CMS.

User Acceptance Testing

Following the completion of the IQ configuration, Leidos recommends a vendor-led User Acceptance Testing (UAT) event. During this event, held over the course of several days, Leidos will demonstrate the functionality of the IQ application to include the functional and technical requirements. Conducting a vendor-led event will ensure that the UAT can be completed within the limited time allowed, during the implementation schedule. It ensures that users will be able to navigate the product successfully without having been previously trained. Another added benefit of a vendor-led event is that users, experiencing the IQ product functionality together, can collaborate and agree on business process changes or on changes to the configuration of the product that may need to occur before deployment. Because IQ can be configured easily, these issues can be addressed quickly upon the conclusion of UAT.

Leidos understands UAT will conclude with a WVSOS assessment of the IQ solution for the purpose of deciding project continuance. The analysis will include use case simulation testing using Leidos-provided use cases, user feedback and an assessment of the delivered product in relation to the solution requirements stated in this RFQ. If the feedback and assessment indicate deficiencies, Leidos will take appropriate corrective action and demonstrate to the WVSOS that the identified deficiencies have been remedied.

3.1.8 Acceptance of System

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

Prior to an acceptance of the system the following criteria must be met: (1.) successful testing of all components, validating full functionality, (2.) completion of all training.

Once acceptance of the system is agreed to by Agency and the Vendor. The Agency will issue a request for Change Order to the West Virginia Purchasing Division stating acceptance of the system thereby beginning the first (1) year warranty. Future requests for optional warranty and maintenance renewals will be based on these dates.

Leidos understands and will comply with the requirements outlined in 3.1.8.1 above.

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 operate accordingly.

IQ is exceptionally flexible, turn-key solution that can easily be configured to capture WVSOS-specific business processes in a SaaS model. In addition, it is a proven, widely accepted and effective application that supports a best practices approach to managing business processes.

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

Our offer includes up to 80 hours of fixed priced based work to meet this request. The WVSOS can acquire additional hours on a Time and Materials (T&M) basis at any time, or request a "fixed price" task based on a government supplied Statement of Work (SOW).

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.*

Our offer includes up to 80 hours of fixed priced based work to meet this request. The WVSOS can acquire additional hours on a Time and Materials (T&M) basis at any time, or request a "fixed price" task based on a government supplied Statement of Work (SOW).

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 (e.g., unauthorized data acquisition) to the system.*

As a web-based, flexible and COTS solution, IQ can be delivered on premise or via managed hosting services from a government-only cloud in a secure, hosted Software-as-a-Solution (SaaS) model. Leidos' IQ GovCloud SaaS will provide the WVSOS with a cost-effective, fully managed and secure environment for the operation and protection of WVSOS-hosted IQ solution. Our SaaS offering features world-class hosting services from a leading SaaS hosting provider for some of the largest and most successful independent software vendors in the world today.

Leidos will notify the WVSOS immediately of any security breach to the system.

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 suffices) prior to any such outage, providing the estimated date and time of the outage, and brief explanation of the cause of the outage.*

All scheduled outages will be planned through WVSOS-assigned POCs and will be done off hours at a day and time that is convenient to the WVSOS. Leidos will notify the WVSOS POC in writing prior to any such outage with the estimated date and time of the outage as well as a brief explanation of the cause of the outage.

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

If there is an unscheduled outage, Leidos employees will be notified immediately by the hosted provider's personnel as well as by automated scripts that will send out e-mails. Then the WVSOS POC will be notified immediately with the time of the beginning of the outage

and the estimated time for when the outage will end.

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

Leidos agrees to assist and work jointly a subsequent vendor. Because there is not enough information provided by the WVSOS at this time, there will be a future cost related to a government supplied Statement of Work (SOW).

3.1.10.5 *At the close of the Contract, the WV Secretary of State shall retain control of 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, communications protocols, processes, and procedures.*

Leidos agrees with this request. Our maintenance will entitle the WVSOS to access to the IQ product as long as the account is in good standing.

Security and Hosted Infrastructure

Leidos' IQ GovCloud is hosted on the [Federal Community Cloud Platform \(FCCP\)](#) from Datapipe Government Solutions (DGS), which has a Joint Authorization Board (JAB) Provisional Authority-to-Operate ATO (P-ATO) and is the secure choice in cloud hosting, offering the best solution for government agencies.

DGS' FCCP blends the cost benefits and scalability of public and community cloud computing, with the security and customization of a cloud module. Other community clouds exist, but only the Datapipe FCCP meets all relevant FISMA controls and FedRAMP controls while also providing the ability to meet individual agency requirements.

FCCP contains secure Cloud Platform Modules (CPMs) with physical boundaries within the overall community cloud. All CPMs inherit the baseline FedRAMP tools and certified processes.

DGS' modular design makes security the top priority while also providing the cost-savings, flexibility and customization government agencies, software providers, and systems integrators need to meet their own unique performance and security requirements. Designed from the ground up for security-sensitive US Government customers, FCCP provides customers with a fully managed cloud environment including:

- Operating System Administration
- Continuous Monitoring
- Disaster Recovery
- Backup
- Vulnerability Scanning
- Multi-factor Authentication
- Change and Configuration Management
- Security and OS Patching
- Performance Monitoring
- Antivirus
- FISMA/FedRAMP Security Documentation

In addition, working with DGS, Leidos has the ability to deploy a unique Agency-approved FedRAMP cloud that would be built upon NIST 800-53 security controls while offering the agency a dedicated multi-tenant cloud, if required.

Please note that the IQ application is currently in review by an independent third-party assessor. IQ has received Authority-to-Operate (ATO) from multiple US government agencies.

Hosted Infrastructure

Leidos' IQ GovCloud Software-as-a-Solution (SaaS) will provide the WVSOS with a cost effective, fully managed and secure environment for the operation and protection of the WVSOS' CMS hosted IQ solution. Our proposal features world-class hosting services from a leading SaaS hosting provider for some of the largest and most successful independent software vendors in the world today. The hosted environment on which IQ is installed is a JAB-approved, FISMA-moderate community cloud. The data center enclave is located in Virginia.

The IQ GovCloud SaaS infrastructure features:

<ul style="list-style-type: none">• SAS 70 Type II certified data center facility• 285,000+ square foot data center facility• Hardened data center perimeter, physical security and electronic security controls• 24x7 on-site uniformed security personnel• 24x7 security desk check-in access• Touch reader ID cards and biometric scanning technology for data floor access• Internal and external wrap-around, closed-circuit television (CCTV) with 24/7 monitoring of indoor and outdoor video surveillance	<ul style="list-style-type: none">• Redundant, multi-zoned, fire suppression systems with Very Early Smoke Detection Apparatus (VESDA®) systems• Redundant power with battery backup and N+1 diesel generators for uninterrupted power supply (UPS)• N+1 redundant chilling/heating systems and controlled humidity• 24x7 mechanical and electrical monitoring• 24x7 monitored Internet bandwidth• Raised floor, racked equipment
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The website security model utilizes IQ application user access controls in conjunction with Secure Socket Layers (SSL) encryption and IP address range and port restrictions. IQ Hosted deployments are protected with state-of-the-art firewall precautions, intrusion prevention, monitoring and counter measures. Each client has a dedicated virtual environment in a state-of-the-art secure data center. Application access is granted through redundant high-speed communication infrastructure and hosted on a highly available data processing infrastructure. Clients access IQ using a standard web browser over an intranet or Internet connection.

There are several layers of protection to ensure that the CMS system is safe-guarded from both non-WVSOS users and WVSOS staff with authorization to access IQ. The SSL is configured on the server in a hosted environment. Individual users of the system can be assigned a role in the system to insure that users only have access to the features, functionality and work that they are expected to have access to – and no more.

Leidos employee data access is guided by strict published policies defining our behavior for security, privacy, intellectual property, and contract specific requirements. Only staff assigned specifically to support the WVSOS will have access to the data and systems. All Leidos employees must pass interactive compliance training annually as a condition of their continued employment.

During the implementation phase, we often receive data files from the customer for conversion to the IQ system. All copies of the data received and subsequently provisioned back to the customer is destroyed upon contractual acceptance of the data by the customer (within 90 days of acceptance). Access to data during support, training, or other customer interface is done solely at the direction of the customer.

Security Services (Virus and Intrusion Detection)

We offer a wide array of security service offerings including:

- 24x7 Network and Host-based Intrusion Detection and Response
- Managed Multi-factor Authentication
- Managed Firewall
- Intrusion Prevention Service
- Managed VPN
- Vulnerability & Penetration Testing
- Anti-spam, Anti-virus, and Content Filtering

Service Provider Performance Verification

The Server and Network are monitored 24x7 for performance and security. However, the real test is the applications performance. If there are any issues, performance and reliability tools as well as the logs will be used to resolve.

Service Uptime Levels:

- Availability to all users 99.5% of the time (per month)
- High Speed Redundant Connectivity to the Internet from Tier One Network Providers
- Burstable Bandwidth Capacity of up to one (1) Gbps, or Higher

The system should be available 24 hours per day/7 days per week - exclusive of predetermined and managed down time not to exceed four (4) hours weekly for maintenance. In addition, there should be system redundancy and disaster recovery capabilities.

Maintenance windows will be used for day-to-day administrative upkeep such as patch management, anti-virus updates, exploit scans, data exports, backups and system snapshots.

Data Backups

Snapshots are taken hourly, and 24 snapshots are retained which provides a one (1) hour recovery point for 24 hours. Replication to the secondary site is also being done hourly with 12 snapshots being retained. Backups are going to be done daily. The backups are run by the host provider and logs are checked to verify they ran correctly. Leidos audits this procedure every quarter to assure accuracy.

Disaster Recovery

Our SaaS solution leverages the services based out of a Data Center in Virginia. This facility is fully

redundant from power to Internet Peering, hosts and storage, providing a high degree of availability. We also have an offsite backup site that would become the primary site should there be a site failure in the primary Data Center. All data, functions, operations, services, and system processes are being monitored through enterprise monitoring tools and the data is being synced between the primary and backup storage area networks for redundancy and failover. The backup site is being synced with the primary site throughout the day; this minimizes downtime and data loss if the primary site experiences problems.

4. Contract Award

Leidos understands the requirements *4.1 Contract Award – 4.2 Pricing Page* as stated in the solicitation and will comply.

Leidos Digital Solutions, Inc. (Leidos) is pleased to provide a firm-fixed price quote to the West Virginia Secretary of State's Office (WVSOS) for a Case Management System (CMS) and Annual Support. Our offer details our Intranet Quorum (IQ) case management and business process management (BPM) system that will meet the WVSOS' goals and objectives as well as the specific functional requirements required to accomplish the WVSOS business for the lowest possible total cost of ownership. Please refer to *Exhibit A – Pricing Page* for itemized cost associated with hosting the IQ product, support and maintenance.

5. Payment

Leidos understands the requirement *5.1 Payment* as stated in the solicitation and will comply.

6. Travel

Leidos understands the requirement *6. Travel* as stated in the solicitation and will comply.

7. Facilities Access

7.1 Vendor must identify principal service personnel which will be issued access cards, alarm codes, and/or keys to perform service.

Leidos is pleased to offer exceptionally well-qualified key personnel candidates with excellent knowledge and execution of project management and extensive experience supporting the IQ system for government customers. We propose key personnel Ms. Cassandra (Casey) Goodall as Project Manager. Each established member of the Leidos team is a subject matter expert in their area.

Key Personnel	Title	Responsibilities
Casey Goodall	Project Manager	Allocates resources, maintains the schedule and ensures customer satisfaction.
TBD	Information Technology Consultant (ITC)	Functions as the IQ subject matter expert who configures the IQ application in preparation for a production system and prepares quick reference guides.
TBD	Engineer	Installs and configures IQ product in customer's environment
TBD	Trainer	Assists with training and preparing training documentation.

Leidos understands the requirements 7.2 – 7.5 as stated in the solicitation and will comply.

8. Vendor Default

Leidos understands the requirements 8.1 – 8.2 as stated in the solicitation and will comply.

9. MISCELLANEOUS

Leidos understands the requirements 9.1 – 9.3 as stated in the solicitation and will comply.

9.3 Contract Manager:

Contract Manager: Lawrence A. Vittori, CPCM
Telephone Number: (216) 235-4613
Fax Number: (703) 206-9889
Email Address: Lawrence.Vittori@leidos.com



Exhibit A – Pricing Page

EXHIBIT A – Pricing Page
CRFQ SOS1800000004
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	IQ GovCloud - Annual SaaS Subscription for Twenty-five (25) Named Users as well as Project Management; Installation (Engineering); Technical Engineer to Assist with Integration; System Configuration as well as System Testing & Acceptance Process; Data Conversion and Migration; Business Process Analysis & Workflow Configuration; User Training Classes Tier One Users; Extended Post-Implementation On-site Support; Training Documentation; 40 hours of IQ Help Desk Support	Lump Sum	1	\$80,819.23	\$80,819.23
2	Second Year Maintenance and Support/Warranty	IQ GovCloud - Annual SaaS Subscription for Twenty-five (25) Named Users as well as Project Management; and 40 hours of fixed priced IQ Help Desk Support	Year	1	\$45,216.80	\$45,216.80
3	Third Year Maintenance and Support/Warranty	IQ GovCloud - Annual SaaS Subscription for Twenty-five (25) Named Users as well as Project Management; and 40 hours of fixed priced IQ Help Desk Support	Year	1	\$45,414.80	\$45,414.80
4	Fourth Year Maintenance and Support/Warranty	IQ GovCloud - Annual SaaS Subscription for Twenty-five (25) Named Users as well as Project Management; and 40 hours of fixed priced IQ Help Desk Support	Year	1	\$45,683.20	\$45,683.20

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	One block of 80 hours of fixed priced customization & programming	Hour	80	\$183.38	\$14,760.40
Lowest Overall Total Cost			(Item # 1+2+3+4+5) = \$231,894.43			

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: Leidos Digital Solutions, Inc.

Authorized Signature: *Lawrence A. Vittori*

Price Assumptions

1. Addendum No. 1 answered the question related to the number of users and noted that the vendor shall allow for growth. Our offering IQ GovCloud meets this need and is being offer for up to twenty-five (25) named user logins. Annual SaaS Subscription is for Intranet Quorum (IQ) software licenses with ongoing hosting fees on a JAB-approved, FISMA Moderate FedRAMP Cloud using 100 GB of Encrypted storage.
2. Government to provide suitable training facilities for up to fifteen (15) students per class with workstations that can access the IQ server.
3. Section 3.1.9 *Customization of the System* states: Customization for the first year should not be needed. Therefore, this offer does not include custom integration to, or interface with other organizations using IQ or other legacy applications owned by the State. Custom integration pricing is available upon customer request and completion of a statement of work (SOW).
4. Pricing includes travel for two (2) on-site trips at a government provided location in Charleston West Virginia, lasting two (2) business days each. Pricing assumes that the government key-stake holders will be available for interviews during these trips.
5. The Intranet Quorum (IQ) application comes with a comprehensive collection of over 40+ standard reports and ad hoc reporting capabilities that provides thorough information management. Ad-hoc reporting capabilities will use the IQ Analyze tools or the filters found on the left side of every list results. Ad-hoc list can be saved as reports for future use as well.
6. Pricing for Optional years 2, 3 and 4 are based on a fixed priced offer to include up to 40 hours of Project Management or Escalation resources as well as a second block of 40 hours for general help desk support. There is not enough detail to include more than this amount at this time. Leidos will evaluate any additional tasks identified and/or defined by the Client and will provide updated pricing as appropriate or upon request. Repurposing of hours is allowed, but first must be submitted in writing and agreed to by both parties based on feasibility and relational calculations.
7. The amount found on Exhibit A pricing document for first year services will be invoiced and paid in full after acceptance of the system.
8. Acceptance for the IQ system will be based upon mutually agreed upon acceptance criteria and reasonable acceptance schedule determined at the first project kick-off meeting.

Attachment A: IQ Hosting Service Agreement

Terms of Service

Master Subscription Agreement for Intranet Quorum™ Hosting Services

This Master Subscription Agreement (the "**Agreement**") dated as of [insert date], (the "**Effective Date**"), is between Leidos Digital Solutions, Inc., having a place of business in Fairfax, Virginia ("**LDSI**"), and the State of West Virginia Secretary of State's Office, having a principal place of business in Charleston, West Virginia ("**Customer**").

This Agreement, the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders, including and all exhibits and attachments, if any, constitute the entire agreement between the parties. If Customer has entered into or enter into any other agreements with LDSI for other products or services, the terms of any such agreement shall not apply to the Services unless otherwise expressly agreed in writing by LDSI. In consideration of the mutual promises, conditions and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Customer**" means the legal entity identified above.

"**GSA Schedule Contract**" means Leidos Digital Solutions, Inc. Contract No. GS-35F-0636K.

"**Order Forms**" means the ordering documents for Services hereunder that are entered into between LDSI or any of its Affiliates and Customer from time to time, including amendments and addenda thereto executed in accordance with the provisions of this Agreement. Order Forms shall be deemed incorporated herein by reference. The Order Form may also be referred to as a Purchase Order.

"**Services**" means the Intranet Quorum™ hosting services as described in the attached Statement of Work (Exhibit A), excluding any Third Party Services.

"**Third Party Services**" means online and offline databases, software, and services provided by third parties and distributed with or as part of the Services.

"**User**" means an individual who is authorized by the Customer to use the Services on behalf of the Customer, and for whom a subscription to the Service has been purchased and a User Account issued. Users may include but are not limited to employees and owners of Customer, and third parties (such as consultants, contractors and agents) who use the Services exclusively for the Customer's benefit.

"**User Guide**" means the user instructions and related documentation for the Services as may be updated from time to time.

“User Account” means a unique account accessible by a user name and password and assigned to a User.

“IQ Instance” means a unique IQ database schema separate from previously created database schemas.

2. SERVICES

2.1 Provision of Services. Subject to and conditioned upon the Customer's compliance with all obligations including payment obligations set forth in this Agreement, LDSI shall make the Services available to Customer pursuant to this Agreement and the relevant Order Forms during a subscription term for Customer's normal internal business purposes and not for the benefit of any third party or any other purpose. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features or the delivery of any other services, nor are such purchases dependent on any oral or written public comments made by or on behalf of LDSI or any of its Affiliates regarding future functionality or features.

2.2 User Subscriptions. Where an Order Form specifies a number of Users, then unless otherwise stated therein: (i) the administrative tasks related to Customer's use of the Services. Services may be accessed by no more than the specified number of Users; (ii) additional User Account subscriptions may be purchased during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User Account subscriptions are added pursuant to the execution of an additional Order and (iii) the added User Account subscriptions shall terminate on the same date as the pre-existing User Account subscriptions. User Account subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. Customer shall designate at least one (1) User to act as an administrator responsible for requesting set-up and removal of User Accounts and for other administrative tasks related to Customer's use of the Services.

If the creation of a new user account requires a new IQ instance for a new agency or group which is part of the Customer (), then the term of service for that new group shall be a minimum of twelve months, but all discounts described in this Section 2.2 will immediately apply to Users of the new instance at the same time that they apply to other Users. All reductions in previously established monthly rates to new lower monthly rates will be invoiced the first month after the subsequent user login purchases are in production, being used (and fully accepted) by the follow-on investment funding or new Order Forms. No retroactive price reductions will apply to previously invoiced monthly use. No pro-rated partial month billing will be offered.

2.3 LDSI Responsibilities. LDSI shall: (i) provide to Customer help desk support during regular business hours Monday through Friday, 8:00 am to 6:00 pm Eastern Standard Time, excluding US Federal holidays, for the Services at no additional charge; and (ii) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which LDSI shall give at least 8 hours notice and which LDSI shall schedule to the extent practicable during the weekend hours from 11:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday); or (b) any unavailability caused by circumstances beyond LDSI's reasonable control, including without limitation, acts of God, acts of government, inclement weather, flood, fire, earthquakes, civil unrest, acts of terror,

strikes or other labor problems (other than those involving LDSI's employees), Internet service provider failures or delays, or denial of service attacks.

2.4 Customer Responsibilities. Customer shall: (i) be responsible for compliance with this Agreement by its personnel and Users; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, Third Party Services, User passwords and User Accounts, and notify LDSI promptly of any such unauthorized access or use; (iii) use the Services only in accordance with the User Guide, and applicable laws and government regulations (including without limitation, anti-spam and unsolicited email laws). Customer shall not: (a) sell, license, resell, rent, lease, distribute or make available to third parties the Services; (b) use the Services to store or transmit infringing, libelous, obscene, threatening, or otherwise unlawful or tortious material, including without limitation material harmful to children or violating third party intellectual property or privacy rights; (c) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; or (d) interfere with or disrupt the integrity or performance of the Services. **Customer warrants (i) that it has accurately identified itself through its User Account and will maintain the accuracy of such identification and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law or an individual 18 years or older.**

2.5 Personal Data. LDSI and Customer agree that they will each comply with all applicable data protection laws and regulations in any relevant jurisdiction with respect to dealing with, disclosing and exchanging and Personal Data in connection with this Agreement. For the purpose of this Agreement, "Personal Data" shall mean any information relating to an identified or identifiable natural person and an "identifiable person" is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity, including but not limited to social security numbers, government-issued identification card numbers, financial account numbers (including credit or debit card numbers and any related security codes or passwords), health-related or medical information, health insurance identification numbers, and information in a health insurance application or claims history.

2.6 PRIVACY. LDSI TAKES ITS OBLIGATIONS UNDER PRIVACY LAWS SERIOUSLY AND ENSURES ITS COMPLIANCE WITH ALL RELEVANT PRIVACY LAWS WHERE POSSIBLE. IN RESPECT OF ANY DATA AND RESOURCES ACCESSED BY CUSTOMER THROUGH USE OF THE SERVICES, CUSTOMER AGREES THAT SUCH DATA AND RESOURCES ARE ACCESSED ON AN "AS IS" BASIS, AND ANY RELIANCE PLACED ON SUCH DATA OR RESOURCES IS STRICTLY AT CUSTOMER'S OWN RISK. LDSI ACCEPTS NO LIABILITY FOR THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY SUCH DATA OR RESOURCES, NOR FOR ANY ERRORS, OMISSIONS OR OTHER DEFECTS THEREIN, INCLUDING, SPECIFICALLY, ANY NON-COMPLIANCE WITH ANY RELEVANT PRIVACY LAWS.

3. THIRD PARTY SERVICES

3.1. Third-Party Services. LDSI may offer Third-Party Services under Order Forms in conjunction with the Services. LDSI does not warrant or support Third Party Services. Any such Third Party Services are licensed to Customer independently of the Services. Customer acknowledges that providers of the Third-Party Services may require access to data stored in the Services to enable the interoperation of such Third Party Services with the Services. LDSI shall not be responsible for Customer's use of the Third-Party Services. Third Party Services may include downloadable third-party software, which shall not be subject to or licensed under this Agreement.



3.2 Availability of Third Party Services. LDSI's ability to provide the Services depends on their continuing availability to LDSI for collection, aggregation, provision and/or distribution in connection with the Services. If the provider of any Third Party Service ceases to make the Third Party Service available for collection, aggregation, provision and/or distribution in connection with the Services on terms acceptable to LDSI, LDSI may cease providing such Third Party Service without entitling Customer to any refund, credit, or other compensation, except that, in the case of Third Party Services which are itemized by third party vendor on an Order Form, the Customer may be entitled to a refund of any unused prepaid fees prescribed on the Order Form for such Third Party Services, where the entirety of the Third Party Services are no longer available and, if the Customer deems the Third-Party Services to be material to the performance of the Agreement, Customer shall have the right to terminate the Agreement by providing thirty (30) days written notice to LDSI and shall owe no additional payments to LDSI.

4. FEES AND PAYMENT

4.1 Delivery. Unless otherwise set forth on an Order Form, within ten (10) days after the effective date of the applicable Order Form, LDSI shall provide secure access to an LDSI secure portal to enable Customer to access the Services set forth in the Order Form. Provision to Customer by LDSI of the information necessary to access the LDSI secure portal shall constitute delivery of the Services.

4.2 Fees. LDSI shall invoice Customer for fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form: (i) fees are based on Services purchased and not actual usage; (ii) payment obligations are non-cancelable and fees paid are non-refundable; and (iii) the number of User Account subscriptions and the fees set forth in an Order Form cannot be decreased during the relevant subscription term stated in such Order Form. Subscription fees are based on annual periods. Fees for subscriptions added in the middle of an annual period will be pro-rated.

4.3 Invoicing and Payment. For Order Forms placed under a GSA Schedule Contract, overdue charges and associated late fees shall be governed by the Prompt Payment Act and regulations as set forth in 31 USC 3901 *et sea*. Late payment issues shall be referred to the Customer's Contracting Officer in accordance with the procedures set forth in the GSA Schedule Contract.

4.4 Overdue Charges. If any amounts invoiced hereunder are not received by LDSI by the due date, then at LDSI's discretion: (a) such charges may accrue late interest at the rate of 1.5% (or the maximum legal rate, if less) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.5 Suspension of Services. Subject to its obligations under the Contract Disputes Act, 41 U.S.C. §7101, in the event that Customer fails to comply with the payment terms set forth in the relevant Order Form, LDSI may suspend Services until such amounts are paid in full.

4.6 Taxes. LDSI shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to LDSI or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Services. The Parties acknowledge and agree that the Services, any associated documentation and all Intellectual Property Rights therein are the exclusive property of LDSI

and have been developed at LDSI's private expense. LDSI reserves all rights in and to the Services not expressly granted to the Customer in this Agreement. The brand name Intranet Quorum™ is also owned by LDSI and protected under US and international trademark laws. The Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of LDSI or its suppliers on the Services or associated documentation. The Customer acknowledges that LDSI asserts that the Services and their structure, organization and source code constitute valuable trade secrets of LDSI and its suppliers. Without limiting any of its legal, equitable or contractual rights or remedies, LDSI shall have the right to seek immediate injunctive relief in any court of competent jurisdiction to enforce its intellectual property rights in the Services without being required to post bond.

5.2 Restrictions. Except to the extent expressly authorized by this Agreement, the Customer agrees not to: (i) sublicense, assign, lend, sell, release or transfer this license to any third party; (ii) reproduce the Services in any form; (iii) modify, adapt, alter, translate, reverse assemble, reverse compile, decompile, translate or otherwise attempt to derive the source code of any component of the Services; or (vii) otherwise use or copy the Services. Additionally, the Customer shall not: (i) permit any third party to access the Services or the Third Party Services except as expressly permitted herein; (ii) create derivative works based on the software, program code or user interfaces comprising the Services or Third Party Services; (iii) copy, frame or mirror the online Services or Third Party Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer or decompile the Services or Third Party Services; (v) systematically access the Services or Third Party Services using "bots" or "spiders", or attempt to gain unauthorized access to the Services, the Third Party Services, or their related systems or networks; or (vi) access the Services in order to: (a) build a competitive commercial product or service; (b) build a product using similar ideas, features, functions or graphics as the Services; (c) copy any ideas, features, functions or graphics of the Services (except for copying incidental to the exporting of reports as part of the Services); or (d) offer commercial time-sharing, application or business service hosting applications for third parties, rental, or service bureau use. In addition, the Customer shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. The restrictions set forth in this section shall survive any termination of this Agreement.

5.3 Suggestions. LDSI shall have a royalty-free, paid up, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services (excluding Customer's Confidential Information).

5.4 Federal Government End Use Provisions. If applicable, LDSI provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This Agreement is provided in accordance with FAR Part 12 (48 CFR Part 12), for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with LDSI to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6. CONFIDENTIALITY

6.1 Protection of Information.

(a) Customer agrees not to use any LDSI provided information for any purpose except as permitted under this Agreement and agrees not to disclose such information to third parties without the prior written consent of LDSI. Customer shall maintain data protection processes and systems sufficient to adequately protect LDSI provided information and comply with any law or regulation applicable to such information. The Services and any associated documentation licensed to Customer hereunder shall be protected by Customer as LDSI proprietary information. All LDSI information shall be returned to LDSI promptly upon expiration or termination of this Agreement or upon LDSI's written request. LDSI recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

(b) If Customer becomes aware of any compromise of information provided by LDSI to Customer (an "Incident"), Customer will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to LDSI soon after learning of the Incident. As used in this Section, "compromise" means that any information provided by LDSI has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as permitted under this Agreement. Customer will additionally provide its reasonable cooperation to LDSI in any investigation it may conduct regarding the nature and scope of any Incident. (c) Any LDSI provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(c) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

(d) Notwithstanding anything to the contrary in this Section or elsewhere within this Agreement, the parties shall not have any obligation to protect as proprietary or confidential any information that:

- (1) is or becomes available to the receiving party without restriction from another source; or
- (2) is or becomes generally available to the public other than by the receiving party's breach of this Agreement; or
- (3) was already known to the receiving party prior to disclosure of the information without obligation of confidentiality, as can be substantiated by written documentation; or
- (4) is developed by the receiving party completely independent of the access to the information provided by the disclosing party, as can be substantiated by written documentation; or
- (5) in the case of U.S. Government Customers, is required to be disclosed pursuant to the Freedom of Information Act (5 U.S.C. § 552), provided that the receiving party provides advance written notice of such required disclosure to the disclosing party; or
- (6) is contained in the Agreement or GSA pricelist.

6.2 Compelled Disclosure. A receiving party may disclose proprietary or confidential information of the disclosing party if it is compelled by law to do so, provided the receiving party gives the disclosing party

prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

7. WARRANTY AND DISCLAIMERS

7.1 Warranty Disclaimer. LDSI warrants that the Services will be performed in a workmanlike manner consistent with industry practices. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES ARE PROVIDED "AS-IS", "AS AVAILABLE," EXCLUSIVE OF ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LDSI AND ITS LICENSORS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LDSI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, THE SOCIAL MEDIA CONTENT IS PROVIDED "AS IS," "AS AVAILABLE," WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

7.2 Non-LDSI Services. LDSI does not provide any warranty, indemnification or support under this Agreement for any non-LDSI products or services, including but not limited to Third Party Services.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

8.1 Intellectual Property Indemnification for U.S. Government Customers. If Customer is the U.S. Government, LDSI's obligation to indemnify and defend Customer shall be contingent upon the Customer (i) providing notice of the claim to LDSI within 30 days in writing of such action, (ii), affording LDSI an opportunity under applicable laws, rules, or regulations to control or participate in the defense of the claim or suit, and (iii) obtaining LDSI's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction. LDSI shall have no obligation under this section if the Customer fails to comply with such requirements. LDSI's obligation to defend or indemnify the Customer shall not apply if Customer is not subject to any actions for damages to the third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

8.2 Exclusions. Notwithstanding the foregoing, LDSI will have no obligation under this Section 8 or otherwise with respect to any infringement claim to the extent caused by (i) any use of the Services not in accordance with this Agreement, (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by LDSI, (iii) Customer's continued use of any non-current, unaltered version of the Services following notification by LDSI that the non-current, unaltered version of the Services may be infringing and of the need to use a more recent version of the Services; or (iv) any unauthorized modification of the Services by any person or entity other than LDSI.

8.3 Mitigation. In the event the Services are held or are believed by LDSI to infringe a third party's rights, LDSI shall have the option, and at its expense, to (i) replace or modify the Services so as to provide Customer with Services which are non-infringing, compatible and functionally equivalent, (ii) obtain for the Customer the right to continue using the Services, (iii) substitute the Services with services having substantially similar functionality and performance, or (iv) terminate this Agreement and provide Customer with a pro-rata refund of all current-year fees paid based on the then-remaining term for which such fees apply.

8.4 THIS SECTION 8 STATES THE ENTIRE OBLIGATION OF LDSI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 8.1 HEREIN, LDSI'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL LDSI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE 'FEES AND PAYMENT' SECTION ABOVE. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from LDSI's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL LDSI HAVE ANY LIABILITY TO THE CUSTOMER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT LDSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date the Customer executes an Order Form and continues until all Order Forms under this Agreement have expired or been terminated.

10.2 Term of Subscriptions. Subscriptions under this Agreement commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein.

10.3 Termination for Cause. Recourse against the Customer for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. LDSI shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

10.4 Surviving Provisions. The sections titled "Customer Responsibilities," "Fees and Payment," "Restrictions," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Intellectual Property Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" shall survive any termination or expiration of this Agreement.

11. GENERAL PROVISIONS

11.1 Assignment. Customer may not assign, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Services) to any third party without LDSI's prior

written consent. LDSI further expressly reserves all of its rights to object to any assumption or assumption and assignment of any license set forth herein.

11.2 Compliance with Laws. The parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States, nothing in this Agreement, the GSA Schedule Contract, or any Order Form shall be interpreted to imply consent by the Customer to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction.

11.3 Counterparts. This Agreement may be executed in any number of counterparts or duplicate originals.

11.4 Entire Agreement. This Agreement, the underlying GSA Schedule Contract, the Schedule Pricelist and any applicable Orders, including and all exhibits and attachments, if any, constitute the entire agreement between the parties. The terms of this Agreement and the overall contract, if any, may not be released, discharged, abandoned, changed or amended in any manner except by an instrument in writing signed by a duly authorized representative of each party. In the event of a conflict, this Agreement shall take precedence, followed by the GSA Schedule Contract, the Schedule Pricelist and any applicable Orders.

11.5 Force Majeure. Pursuant to FAR 52.212-4(f), neither Party will be responsible for failure of performance, other than for an obligation to pay money, due to causes beyond its control, including, without limitation, acts of God or nature; labor disputes; sovereign acts of any federal, state or foreign government; or shortage of materials.

11.6 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws and regulations of the United States.

11.7 Independent Contractors; Non-Exclusivity. The parties hereto are and shall remain independent contractors. This Agreement shall not constitute, create, give effect to, or otherwise imply an employment relationship, teaming arrangement, joint venture, pooling arrangement, partnership, or formal business organization of any kind. Neither party shall use the name of the other in publicity releases, advertising, or similar activity without the prior written consent of the other.

11.8 Non-Solicitation of LDSI Employees. Customer agrees that, during the performance of this Agreement and for six (6) months thereafter, it will not, directly or indirectly, solicit or offer employment to, or accept from others services by, any LDSI employee. The foregoing shall not prohibit Customer from hiring any person as a result of the use of a general solicitation, such as an advertisement not specifically directed to employees of LDSI.

11.9 Notices. Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered personally, deposited with a commercially reputable overnight delivery service, or sent by certified mail via the United States Postal Service (return receipt requested) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee.

To LDSI:

To Texas OAG:



Leidos Digital Solutions Inc.
2700 Prosperity Avenue
Fairfax, VA 22031

West Virginia Secretary of State's Office
<ADDRESS 1>
<ADDRESS 2>
CITY, STATE, ZIP

Attn: Howard Langston
Copy: Contracts Dept.

Attn: <FIRST AND LAST NAME>
Copy: <DEPT, if applicable>
<ADDRESS, if applicable>
<ADDRESS 2, if applicable>

11.10 Remedies. Except as provided in Sections 9 and 10, the Parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that LDSI asserts that the Services contain valuable trade secrets and Confidential Information of LDSI and its suppliers, and that LDSI asserts that any actual or threatened breach of Sections 2, 5 or 6 will constitute immediate, irreparable harm to LDSI for which monetary damages would be an inadequate remedy, and that Licensor may seek injunctive relief.

11.11 Severability. If any provision of this Agreement is deemed by any court to be invalid, illegal or unenforceable, such provision will be enforced to the maximum extent possible and the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

11.12 U.S. Government End Users. The Services constitute "commercial items" as that term is defined in FAR 2.101. If the Services are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Services will be only those specified in this Agreement.

11.13 Waiver. All waivers must be in writing. The failure of either party to insist in any one or more instances upon the performance by the other party of any of the terms or conditions set forth herein shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and such other party's obligations with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

LEIDOS DIGITAL SOLUTIONS, INC.

WEST VIRGINIA SECRETARY OF STATE'S OFFICE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: _____

