West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Jump to: FORMS Go ⬆ 🏠 Home 🔧 Personalize 🅰 Accessibility ❓ App Help 📝 About ⏻

Welcome, Lu Anne Cottrill | Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) | **Dept:** 1400 | **ID:** ESR06022100000007956 | **Ver.:** 1 | **Function:** New | **Phase:** Final ▼ | Modified by batch , 06/10/2021

Header 📎 5

List View

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

Procurement Folder:	884425	SO Doc Code:	CRFQ
Procurement Type:	Central Purchase Order	SO Dept:	1400
Vendor ID:	VS0000019264 ⬆	SO Doc ID:	AGR2100000022
Legal Name:	ACCLAIM SYSTEMS INC	Published Date:	5/26/21
Alias/DBA:		Close Date:	6/10/21
Total Bid:	$360,005.23	Close Time:	13:30
Response Date:	06/09/2021 📅	Status:	Closed
Response Time:	9:47	Solicitation Description:	USAHERDS/USAPLANTS/USALI MS Software Maintenance &
Responded By User ID:	acclaimsystems ⬆	Total of Header Attachments:	5
First Name:	Kailash	Total of All Attachments:	5
Last Name:	Kalantri		
Email:	kailashk@acclaimsystem		
Phone:	215-354-1421		

Proc Folder:	884425
Solicitation Description:	USAHERDS/USAPLANTS/USALIMS Software Maintenance & Support
Proc Type:	Central Purchase Order

Solicitation Closes	**Solicitation Response**	**Version**
2021-06-10 13:30	SR 1400 ESR06022100000007956	1

VENDOR
VS0000019264
ACCLAIM SYSTEMS INC

Solicitation Number:	CRFQ 1400 AGR2100000022			
Total Bid:	360005.2299999999813735485076	**Response Date:** 2021-06-09	**Response Time:**	09:47:21
Comments:				

FOR INFORMATION CONTACT THE BUYER
Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Vendor
Signature X   **FEIN#**   **DATE**
All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	USAHERDS/USAPLANTS/USALIMS Software Maintenance & Support				101470.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Contract amount is split:
" HERDS - $27,318.18 (75 hours)
" LIMS - $27,318.18 (75 hours)

Extended Description:

Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	USAHERDS/USAPLANTS/USALIMS Software Maintenance & Support				83779.92

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Contract amount is split:
" HERDS - $28,137.72 (75 hrs)
" LIMS - $28,137.72 (75 hrs)

Extended Description:

Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	USAHERDS/USAPLANTS/USALIMS Software Maintenance & Support				86155.79

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Contract amount is split:
" HERDS - $28,981.85 (75 hrs)
" LIMS - $28,981.85 (75 hrs)

Extended Description:

Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	USAHERDS/USAPLANTS/USALIMS Software Maintenance & Support				88599.52

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Contract amount is split:
" HERDS - $29,851.31 (75 hrs)
" LIMS - $29,851.31 (75 hrs)

Extended Description:

Year 4

March 12, 2021

Jonathan P. Adkins
West Virginia Department of Agriculture
Information Technology Division
163 Gus R. Douglass Lane, Building 1
Charleston, WV 25312

Mr. Adkins,

Please accept this statement of work and quotation from Acclaim Systems, Inc. (ACCLAIM) to provide Software Maintenance, Support and Problem Resolution, of the **USAHERDS, USALIMS and USAPlants** solution for West Virginia Department of Agriculture. We are pleased to quote **$83,779.92** as a fixed price amount for 12 months of maintenance and support as described in this agreement, based on the terms and conditions. For an additional cost, clients can request enhancements where the cost and process is outlined in this document. The period of performance is for one year, July 1, 2022 – June 30, 2023.

Thank you for the opportunity to provide these Acclaim Systems Inc. services for the above applications.

Sincerely,

John Kucek

773-495-8307

JohnKu@AcclaimSystems.com

Executive Summary

In this statement of work, we detail the scope, tasks, and pricing for continuing Software Maintenance, Support and Problem Resolution, of **USAHERDS, USALIMS, and USAPlants** for the West Virgina Department of Agriculture:

1. Software Maintenance Agreement
2. Support and Problem Resolution Agreement

In addition, West Virgina Department of Agriculture can request additional enhancements where the cost and process is outlined in **Appendix A: Procuring Enhancements**.

A brief description of the deliverables and Pricing:

DESCRIPTION	COST
Software Maintenance Support and Problem Resolution SOW for **USAHERDS with 75 support hours**	**$28,137.72**
Software Maintenance Support and Problem Resolution SOW for **USALIMS with 75 support hours**	**$28,137.72**
Software Maintenance Support and Problem Resolution SOW for **USAPlants with 50 (AFDO)**	**$27,504.48**
Total Amount due:	**$83,779.92**

Additional support and enhancement hours may be purchased for **USAPlants $102.50**/hour.

Additional support and enhancement hours may be purchased for **USAHERDS** & **USALIMS $90.00**/hour.

John Kucek

773-495-8307

JohnKu@AcclaimSystems.com

Software Maintenance Agreement

Software Maintenance

USAHERDS, USALIMS and **USAPlants** is an AS-IS application. All features either wanted or unwanted are the current set of features of the these system. Software Maintenance is defined as the modification of a software product after delivery to implement approved service requests for either new functionality or to fix a current unwanted feature. Warranty services solely provide for resolution of any problems, defects, and/or deficiencies introduced by Acclaim Systems in the process of software maintenance that have been reported with in the current contract where the intended results do not meet the documented and agreed upon specifications of the service request.

The following elements reflect items that are supplied as part of Software Maintenance and Support:

What constitutes the use of maintenance hours?

Any request submitted to the serve desk for investiagation, requested code change, requested research, emailed question with required response, 3rd party interfaces resulting in errors not created by Acclaim, request for participation in meetings, request for discussions with a 3rd party for intergration.

Break-Fix

Under this Statement of Work (SOW), ACCLAIM will provide services to modify the **USAHERDS, USALIMS,** and **USAPLANTS** software in order to remedy an unwanted feature or implement approved service requests. Acclaim Systems does not take on liability from the previous vendors code. If Acclaim Systems introduce a bug or break-fix error to the system Acclaim will remedy the issue. Existing bug within the code not introduced by Acclaim are considered features of the current system and will be considered a change order / enhancement.

Quality Assurance Process & Testing

Acclaim has several Quality Analysts at our development center in Harrisburg, PA.

Acclaim will test each major and minor release prior to delivery to the client in accordance with technical and business specifications agreed upon for the release, perform regression testing to validate that the new functionality has not negatively impacted existing functionality within the product, and provide the release for User Acceptance Testing (UAT).

Release Deployment

Acclaim will work with the business area to provide a maintenance release schedule that will include agreed-upon change requests in a structured process:

- Standard releases: Acclaim will provide 2 standard release annually for **USAPlants**; and 1 standard release for **USAHERDS** and **USALIMS**; in addition to up to 1 as needed "Hot Fix "during the service period if the issue is related to a customer facing issue or required financial requirement.

- Emergency release: Accclaim will exercise all commercially reasonable efforts to test such emergency fixes in accordance with the requirements of this section.

Acclaim also will deliver or make available to the client, with the delivery of each release, detailed release notes describing the release content.

Release Management

Acclaim's Release Management process provides customer support, improved planning, and testing. This standardized approach to software delivery management provides for full quality assurance, communication, and consistency in versioning. Items to be included in a release are prioritized between our Product Management team and West Virginia Department of Agriculture . Acclaim will work with the client to develop a maintenance release schedule, which will include agreed-upon change requests in a structured process.

Acclaim will provide support, as defined in this agreement, for the current major production release of the software and the current major production release – 1. Customers who choose to remain on older production release versions may be charged additional costs/hours for the added work effort in supporting older versions.

Product Management

Acclaim will provide product management to assist in coordination of support activities. As part of our maintenance service, our Product Manager, a subject matter expert in **USAHERDS, USALIMS,** and **USAPLANTS** will provide:

- Bimonthly (every other month) meeting to discuss the operations of **USAHERDS, USALIMS, USAPLANTS** that focuses on:
    - Current support/training hour usage
    - Discussion of any new feature sets (enhancements) for changes that can be prioritized in a product release listing and product roadmap per a separate SOW
    - Shared discussion on other client activities or enhancement requests for prioritization
    - Discussion on internal infrastructure changes
- Coordinating with the client POC for prioritization and release dates of future releases

Product Management further includes:

- Providing information on enhancements or customizations made by other clients at no additional charge unless additional configurations are required to enable the functionality.
- Supporting User Group administration and meetings lead by the license holder of the software.
- Reviewing requested feature sets for prioritization across clients to be able to address high priority items as quickly as possible
- Assisting the user community in coordinating requirements, including potential cost sharing across clients

- User group conferences and user workshop coordination which is lead by the License Holder.

Client Responsibilities:

This section describes the responsibilities of the West Virginia Department of Agriculture under this agreement.

- **Designated Support Contacts**

  The client will designate one (1) single point of contact (POC) with an optional backup. The POC is responsible for coordinating with Acclaim POC for prioritization and release dates of maintenance items as well as reporting and management of incidents.

  The client will designate one (1) or more product administrators to serve as the primary client contact for Acclaim's Support and Maintenance Services.

- **User Support**

  The client will provide end-user first-level support. Acclaim will provide and be responsible for Level 2 and 3 support of the product.`

- **Backups and Procedures**

  For products hosted by the client, the client will be responsible for maintaining staging and production environments and for performing all necessary back-ups, database monitoring and tuning, recovery, and required product operating procedures. If Acclaim does not provide Production hosting for the solution, the State will be required to host their own staging environment. For products hosted by Acclaim, Acclaim will perform these tasks.

- **Remote Access**

  For products hosted by the client, the client will provide Acclaim remote access to the servers on which the product resides. For products hosted by Acclaim as an outsourced hosting service, the client will not have direct access, e.g., via virtual private network (VPN), to any of the hosted servers.

- **Client Assistance in Resolving Unwanted Features**

  The client will provide such assistance and cooperate with Acclaim in helping to identify and address unwanted features. Client delays in providing assistance affecting the total elapsed time of the maintenance task(s) related to the request may result in delayed completion of the task, charge of additional maintenance hours, or both.

  When providing a detailed description of the issue you are experiencing, please remember to include such items and details as:

  - User name experiencing the issue.
  - Identify what you expected to happen vs what happened.
  - Document steps to reproduce issue.
  - Identify the module/page - menu item selected to get to the page/report
  - Parameters/data values populated, button clicked, etc.
  - If any error message is displayed, please copy/include in the report.
  - Finally, be sure to select the appropriate Priority and click the Submit button.

Support and Problem Resolution Agreement

Support and Problem Resolution

The Acclaim Service Desk provides a single Point of Contact (PoC) for issue tracking and resolution for the Level 2 and Level 3 support requests. Acclaim provides SMEs on the **USAHERDS, USALIMS,** and **USAPLANTS** solution in conjunction with our Service Desk team to ensure a timely incident response and resolution to any issues or needs identified. Our Service Desk is available 8:00 a.m. to 5:00 p.m. Eastern Time on business workdays. Timeframes outside of these normal business hours are negotiable.

Additional details of support scope such as resolution times and issue resolution plan are provided in **Appendix C: Service Level Agreement**.

Product Contact Information

Acclaim supports contact information: Phone and Email

MODULE	EMAIL	TELEPHONE
USAPLANTS	USAPlants_Support@TNATC.org	(888) 999-2125
USAHERDS	USAHERDS_Support@TNATC.org	(888) 999-2125
USALIMS	USALIMS_Support@TNATC.org	(888) 999-2125

Figure 1: Solution Contact Information

Support Process

This agreement includes hours of support indicated on page 2; these allocated hours of support will expire if a new annual renewal contract is not processed before the end of the contract term. Hours which are being "rolled over" to the new calendar year must be allocated to a "project" and used within 90 days of the new contract term in which time they will expire. Support hours include issue resolution for items outside of software maintenance (i.e., data fixes), meetings to discuss software changes outside of Product Management monthly meetings, and enhancements or code changes, such as cosmetic changes on a report. Training includes webinars, continuing education training, and additional meetings to educate staff at the client request. Hours can be purchased should a client need additional support/training assistance. Support hours can be used for maintenance, enhancements and training.

Support and Maintenance Services History Tracking System

Acclaim will maintain a customer- specific Support and Maintenance Services history, including updated records of the client's product configuration. Acclaim is committed to creating a transparent relationship and will log all of these support hours and classify them in the monthly statement:

a) the date, time, title and time spent on each contact to support desk

b) the total number of contracted hours, total used and remaining hours available.

Reporting and Management of Incidents

Reports of incidents (an "Incident Report") will be made by the client to the Acclaim Service Desk. If there are multiple Incidents, the client will prioritize their incidents with respect to each other. The Service Desk will log the reported incident and provide the client with an Incident tracking number for reference when making follow-up inquiries.

The Incident Report will contain:

a)   the date and time of the call

b)   the name of the product

c)   the client contact name, e-mail address if available, and telephone number

d)   a description of the incident

The client will provide Acclaim with as much information as possible to enable Acclaim to investigate and attempt to identify and verify the reported issue or defect. The client will work with Acclaim support personnel during the problem isolation process, as reasonably needed. Acclaim will manage and maintain records with respect to the resolution of all reported Incidents ("Incident Resolution Report") and may facilitate status calls for 'High Impact' or 'Work Stoppage' classifications. Acclaim will maintain the working history of Incident Reports and provide the client with expected resolution dates, and – for unwanted features – a status of where the update is in the Acclaim release and quality assurance process.

Appendix A: Procuring Enhancements

For requested changes, Acclaim will draft a fixed-price SOW that details the scope, approach, assumptions and associated cost to meet the requested change. Acclaim's process for reviewing and estimating product enhancements/modifications is:

1. Client submits a work request to the Acclaim Service Desk as a support ticket.

2. The Acclaim business analyst documents the request with the high-level objectives of the request. This Enhancement Request Document defines the scope and the objectives of the request. An authorized client representative reviews and approves the document.

3. Acclaim schedules requirements gathering meetings, during which time ACCLAIM works with the client to fully capture requirements, validate our assumptions, and establish scope and acceptance criteria for the requested changes.

4. Acclaim creates an SOW that contains the documented requirements, assumptions, and cost. That SOW is delivered to an authorized representative from the client for review and signature approval. The timing of this deliverable, in our experience, is dependent upon the scope and complexity of the requested enhancements.

5. Upon receipt of a signed work order, Acclaim schedules the work based upon the estimated start date specified in the approved work order and associated prioritization as well as the resource bandwidth.

Acclaim Systems has signed an exclusive partnership agreement as the North American sales, marketing and distribution partner with the Australian Ear Tag Manufacturer, Wuxi Fofia Technology (FOFIA). FOFIA is beginning the approval process with the USDA to bring their Australian approved National Livestock Identification System (NLIS) HDX Ear Tag to the USA. Upon approval from the USDA, Acclaim will make these HDX tags and other approved technologies available for purchase through this contract. The max price to USHERDS states for the approved HDX tag is $1.70 with incremental discounts bases on order size.

Appendix B: Terminology and Definitions

Acclaim's Quality Assurance Process includes:

- **Test Case Development** – These cases are derived directly from the business. Test cases cover both positive and negative test scenarios.

- **System Integration Testing (SIT)** – The objective of SIT is to verify the correctness of the newly designed items, and their interaction with the other functional areas of the system. Testing focuses on new or altered functionality of application.

- **System Acceptance Testing (SAT)** – The goal of SAT is to logically combine all the key components described in the integration section of this document in strategic end-to-end testing flows to validate that core functionality is processing correctly.

- **Regression Testing** – Regression Testing is done to confirm that a recent program or code change has not adversely affected existing production features. Regression Testing is a full or partial selection of previously executed test cases which are re-executed to ensure existing functionalities work to specification.

- **Test Results Reports** – Acclaim will prepare reports documenting testing efforts as well as any known issues prior to handing over the release for UAT.

- **User Acceptance Testing (UAT)** – Acclaim provides initial test cases, test monitoring and defect tracking during the UAT test period as well as correct critical defects that are related to the agreement's business and technical specifications and will deliver each release to the client only after such release has been approved by the client.

The following terms relating to Incidents and Defects are defined as follows:

- **Unwanted Feature:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that currently exists in the application.

- **Defect:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that was introduced by features created by Acclaim Systems.

- **Emergency Release:** Corrections to a small number of known errors used to remediate a Major Incident and/or a potential security breach that might cause a Major Incident. Acclaim Inspection Services will follow the Emergency Change procedure and ensuing Emergency Release procedure to implement an Emergency Release for the impacted Customers.

- **Incident:** An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service. Failure of a Configuration Item that has not yet impacted Service is also an Incident.

- **Incident Response:** A email, and/or update from the Acclaim Service Desk or telephone call from Acclaim acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.

- **Interim Resolution:** Acclaim: (a) reinitiates or restarts, as applicable, the product, if the reported Defect caused the product to be inoperative; (b) enables the client to access the product, as

applicable, if the reported Defect caused the client to be unable to access the product; or (c) provides the client with a workaround acceptable to the client that solves or mitigates a reported Defect.

- **Issue:** Any of the following: (a) any presently identified event, circumstance, or problem that adversely affects the ability to meet project requirements, or a missed Deliverable Due Date or Critical Milestone Due Date, whether by Acclaim or the client; or (b) any event, problem, difficulty, or circumstance which affects or may affect the Product or the operation of the Product by the client, including the failure to meet the Performance Standards. Issues do not include unwanted features (see definition of Unwanted Features).

- **Major Release:** Contains large areas of new functionality, some of which may eliminate temporary fixes to problems. A major release usually supersedes all preceding minor releases and emergency releases. Acclaim Inspections Services must push a full (as opposed to partial) set of software components to the appropriate customer environment.

- **Minor Release:** Contains small enhancements and fixes, some of which may have already been issued as an emergency release. A minor release usually supersedes all preceding emergency releases. Release and Deployment Management will determine the frequency of minor releases. Minor releases will be deployed as follows:

  - *Full Release:* Acclaim Inspections Service must push a full set of software components to the appropriate customer environment. The software will incorporate all changed components from prior releases.

  - *Partial Release:* The Release and Deployment Management Process will define criteria for a partial Minor Release for CI items.

- **Resolution:** A correction or modification that permanently corrects the unwanted features or Defect, or for non-Defect-based Incidents, a permanent product that ensures the Incident will not be repeated.

- **Service Request:** A request from a user for information, or advice, or for a Standard Change or for Access to an IT Service.

- **Work Stoppage:** Defined as an unwanted feature or defect that directly impacts the daily operation of the business and provides no suitable work around.

Appendix C: Service Level Agreement

Resolution Times

The service is available 8:00 a.m. to 5:00 p.m. Eastern Time on Federal business days, unless stated otherwise in the contract. Acclaim will respond within the timeframe noted in **Error! Reference source not found.**. "Medium" and "Low" severity reported system defects and product deficiencies will be prioritized and corrected in a future product release.

LEVEL OF SEVERITY	DESCRIPTION	TIME TO:	
		ACKNOWLEDGE	RESOLUTION PLAN
1. High Impact	Software does not execute	1 hour	4 hours
2. Medium Impact	Software execution is significantly restricted or severely impaired		1 business day
3. Low Impact	Software executes with minor errors		5 business days

Figure 2: Resolution Times

Issue Resolution Plan

Client support is initially handled by Acclaim's Service Desk which will provide responsive and professional service for less complex support and will quickly transfer complex support needs to Acclaim's Product SMEs. Acclaim logs and tracks all problem contacts through resolution. Monthly reports to each licensee provide details on all calls and use of support time.

Technical support will be offered by telephone, email, and/or direct viewing of the production environment or mobile device. Acclaim requires direct access to client infrastructure (e.g., VPN) in order to execute this service agreement. Device-level support is optionally available via GoToAssist.

As part of the Acclaim release management process, items will be prioritized between our Product Management team and the West Virginia Department of Agriculture . Acclaim will provide aging reports to review older support requests/bugs to ensure these items are being addressed as appropriate based on priority. All issues are reviewed prior to each minor release and targeted for a future release based on priority.

Acclaim's goal is to resolve all priority 1 items not considered for an emergency release in the next available minor release. Priority 2 items will be scheduled within the next two maintenance releases after submission to Acclaim. Any modifications to source code will follow standard release management for the specific product.

If you are impacted by a High Prority issue the process is to email the support desk, followed by a phone call to the Support Desk. If you do not reach a support desk specialist then please call please call John Kucek, 773-495-8307.

Escalation Procedures

Error! Reference source not found. describes the escalation path that is followed if the West Virginia Department of Agriculture   escalates service requests and defects for which an Interim Resolution has not been provided and/or has not been addressed in a timely or appropriate manner. The client has the right to require ACCLAIM to assign an appropriate support and/or technical resource from ACCLAIM to coordinate and oversee resolution of such defect or request. In this case, resolution efforts will be communicated through daily calls. If these escalation procedures fail to produce a satisfactory resolution, the Executive Sponsors will discuss a corrective action plan to resolve the timeliness of correcting defects or requests.

Escalation Level	Contact Details
Lv. 1	AgraGuard Project Manager: Yda Mitzy G. Torres **Email**: mtorres@acclaimsystems.onmicrosoft.com
Lv. 2	Solution Account Manager: John Kucek **Email**: johnku@acclaimsystems.com **Phone**: (773) 495-8307
Lv. 3	Executive Director: David Burgess **Email**: David@AcclaimSystems.com

Figure 3: Escalation Path

Notice to Proceed

This Proposal, dated March 12, 2021 for Acclaim Systems, Inc. (Acclaim) to provide West Virginia Department of Agriculture with services as described in the Software Maintenance Agreement, Support and Problem Resolution Agreement is hereby submitted for approval. The parties acknowledge that they have read this document, understand it, and agree in principle to be bound by its terms and conditions. This proposal, and the terms and conditions contained herein, are subject to and conditional upon the negotiation and execution of a final, binding agreement between West Virginia Department of Agriculture   and Acclaim.

This Notice to Proceed will serve as acceptance of this Proposal, as set forth in this document.

WEST VIRGINIA DEPARTMENT OF AGRICULTURE

_____

By

_____

Name

_____

Title

_____

Date

March 12, 2021

Jonathan P. Adkins
West Virginia Department of Agriculture
Information Technology Division
163 Gus R. Douglass Lane, Building 1
Charleston, WV 25312

Mr. Adkins,

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Product Management

Acclaim will provide product management to assist in coordination of support activities. As part of our maintenance service, our Product Manager, a subject matter expert in **USAHERDS, USALIMS,** and **USAPLANTS** will provide:

- Bimonthly (every other month) meeting to discuss the operations of **USAHERDS, USALIMS, USAPLANTS** that focuses on:
    - Current support/training hour usage
    - Discussion of any new feature sets (enhancements) for changes that can be prioritized in a product release listing and product roadmap per a separate SOW
    - Shared discussion on other client activities or enhancement requests for prioritization
    - Discussion on internal infrastructure changes
- Coordinating with the client POC for prioritization and release dates of future releases

Product Management further includes:

- Providing information on enhancements or customizations made by other clients at no additional charge unless additional configurations are required to enable the functionality.
- Supporting User Group administration and meetings lead by the license holder of the software.
- Reviewing requested feature sets for prioritization across clients to be able to address high priority items as quickly as possible
- Assisting the user community in coordinating requirements, including potential cost sharing across clients

● User group conferences and user workshop coordination which is lead by the License Holder.

Client Responsibilities:

This section describes the responsibilities of the West Virginia Department of Agriculture under this agreement.

● **Designated Support Contacts**

The client will designate one (1) single point of contact (POC) with an optional backup. The POC is responsible for coordinating with Acclaim POC for prioritization and release dates of maintenance items as well as reporting and management of incidents.

The client will designate one (1) or more product administrators to serve as the primary client contact for Acclaim's Support and Maintenance Services.

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The client will provide end-user first-level support. Acclaim will provide and be responsible for Level 2 and 3 support of the product.`

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When providing a detailed description of the issue you are experiencing, please remember to include such items and details as:

- o   User name experiencing the issue.
- o   Identify what you expected to happen vs what happened.
- o   Document steps to reproduce issue.
- o   Identify the module/page - menu item selected to get to the page/report
- o   Parameters/data values populated, button clicked, etc.
- o   If any error message is displayed, please copy/include in the report.
- o   Finally, be sure to select the appropriate Priority and click the Submit button.

Support and Problem Resolution Agreement

Support and Problem Resolution

The Acclaim Service Desk provides a single Point of Contact (PoC) for issue tracking and resolution for the Level 2 and Level 3 support requests. Acclaim provides SMEs on the **USAHERDS, USALIMS,** and **USAPLANTS** solution in conjunction with our Service Desk team to ensure a timely incident response and resolution to any issues or needs identified. Our Service Desk is available 8:00 a.m. to 5:00 p.m. Eastern Time on business workdays. Timeframes outside of these normal business hours are negotiable.

Additional details of support scope such as resolution times and issue resolution plan are provided in **Appendix C: Service Level Agreement**.

Product Contact Information

Acclaim supports contact information: Phone and Email

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Figure 1: Solution Contact Information

Support Process

This agreement includes hours of support indicated on page 2; these allocated hours of support will expire if a new annual renewal contract is not processed before the end of the contract term. Hours which are being "rolled over" to the new calendar year must be allocated to a "project" and used within 90 days of the new contract term in which time they will expire. Support hours include issue resolution for items outside of software maintenance (i.e., data fixes), meetings to discuss software changes outside of Product Management monthly meetings, and enhancements or code changes, such as cosmetic changes on a report. Training includes webinars, continuing education training, and additional meetings to educate staff at the client request. Hours can be purchased should a client need additional support/training assistance. Support hours can be used for maintenance, enhancements and training.

Support and Maintenance Services History Tracking System

Acclaim will maintain a customer- specific Support and Maintenance Services history, including updated records of the client's product configuration. Acclaim is committed to creating a transparent relationship and will log all of these support hours and classify them in the monthly statement:

a) the date, time, title and time spent on each contact to support desk

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Reports of incidents (an "Incident Report") will be made by the client to the Acclaim Service Desk. If there are multiple Incidents, the client will prioritize their incidents with respect to each other. The Service Desk will log the reported incident and provide the client with an Incident tracking number for reference when making follow-up inquiries.

The Incident Report will contain:

   a) the date and time of the call

   b) the name of the product

   c) the client contact name, e-mail address if available, and telephone number

   d) a description of the incident

The client will provide Acclaim with as much information as possible to enable Acclaim to investigate and attempt to identify and verify the reported issue or defect. The client will work with Acclaim support personnel during the problem isolation process, as reasonably needed. Acclaim will manage and maintain records with respect to the resolution of all reported Incidents ("Incident Resolution Report") and may facilitate status calls for 'High Impact' or 'Work Stoppage' classifications. Acclaim will maintain the working history of Incident Reports and provide the client with expected resolution dates, and – for unwanted features – a status of where the update is in the Acclaim release and quality assurance process.

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For requested changes, Acclaim will draft a fixed-price SOW that details the scope, approach, assumptions and associated cost to meet the requested change. Acclaim's process for reviewing and estimating product enhancements/modifications is:

1. Client submits a work request to the Acclaim Service Desk as a support ticket.

2. The Acclaim business analyst documents the request with the high-level objectives of the request. This Enhancement Request Document defines the scope and the objectives of the request. An authorized client representative reviews and approves the document.

3. Acclaim schedules requirements gathering meetings, during which time ACCLAIM works with the client to fully capture requirements, validate our assumptions, and establish scope and acceptance criteria for the requested changes.

4. Acclaim creates an SOW that contains the documented requirements, assumptions, and cost. That SOW is delivered to an authorized representative from the client for review and signature approval. The timing of this deliverable, in our experience, is dependent upon the scope and complexity of the requested enhancements.

5. Upon receipt of a signed work order, Acclaim schedules the work based upon the estimated start date specified in the approved work order and associated prioritization as well as the resource bandwidth.

Acclaim Systems has signed an exclusive partnership agreement as the North American sales, marketing and distribution partner with the Australian Ear Tag Manufacturer, Wuxi Fofia Technology (FOFIA). FOFIA is beginning the approval process with the USDA to bring their Australian approved National Livestock Identification System (NLIS) HDX Ear Tag to the USA. Upon approval from the USDA, Acclaim will make these HDX tags and other approved technologies available for purchase through this contract. The max price to USHERDS states for the approved HDX tag is $1.70 with incremental discounts bases on order size.

Appendix B: Terminology and Definitions

Acclaim's Quality Assurance Process includes:

- **Test Case Development** – These cases are derived directly from the business. Test cases cover both positive and negative test scenarios.

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The following terms relating to Incidents and Defects are defined as follows:

- **Unwanted Feature:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that currently exists in the application.

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- **Emergency Release:** Corrections to a small number of known errors used to remediate a Major Incident and/or a potential security breach that might cause a Major Incident. Acclaim Inspection Services will follow the Emergency Change procedure and ensuing Emergency Release procedure to implement an Emergency Release for the impacted Customers.

- **Incident:** An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service. Failure of a Configuration Item that has not yet impacted Service is also an Incident.

- **Incident Response:** A email, and/or update from the Acclaim Service Desk or telephone call from Acclaim acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.

- **Interim Resolution:** Acclaim: (a) reinitiates or restarts, as applicable, the product, if the reported Defect caused the product to be inoperative; (b) enables the client to access the product, as

applicable, if the reported Defect caused the client to be unable to access the product; or (c) provides the client with a workaround acceptable to the client that solves or mitigates a reported Defect.

- **Issue:** Any of the following: (a) any presently identified event, circumstance, or problem that adversely affects the ability to meet project requirements, or a missed Deliverable Due Date or Critical Milestone Due Date, whether by Acclaim or the client; or (b) any event, problem, difficulty, or circumstance which affects or may affect the Product or the operation of the Product by the client, including the failure to meet the Performance Standards. Issues do not include unwanted features (see definition of Unwanted Features).

- **Major Release:** Contains large areas of new functionality, some of which may eliminate temporary fixes to problems. A major release usually supersedes all preceding minor releases and emergency releases. Acclaim Inspections Services must push a full (as opposed to partial) set of software components to the appropriate customer environment.

- **Minor Release:** Contains small enhancements and fixes, some of which may have already been issued as an emergency release. A minor release usually supersedes all preceding emergency releases. Release and Deployment Management will determine the frequency of minor releases. Minor releases will be deployed as follows:

  - *Full Release:* Acclaim Inspections Service must push a full set of software components to the appropriate customer environment. The software will incorporate all changed components from prior releases.

  - *Partial Release:* The Release and Deployment Management Process will define criteria for a partial Minor Release for CI items.

- **Resolution:** A correction or modification that permanently corrects the unwanted features or Defect, or for non-Defect-based Incidents, a permanent product that ensures the Incident will not be repeated.

- **Service Request:** A request from a user for information, or advice, or for a Standard Change or for Access to an IT Service.

- **Work Stoppage:** Defined as an unwanted feature or defect that directly impacts the daily operation of the business and provides no suitable work around.

Appendix C: Service Level Agreement

Resolution Times

The service is available 8:00 a.m. to 5:00 p.m. Eastern Time on Federal business days, unless stated otherwise in the contract. Acclaim will respond within the timeframe noted in **Error! Reference source not found.**. "Medium" and "Low" severity reported system defects and product deficiencies will be prioritized and corrected in a future product release.

		TIME TO:	
LEVEL OF SEVERITY	**DESCRIPTION**	**ACKNOWLEDGE**	**RESOLUTION PLAN**
1. High Impact	Software does not execute	1 hour	4 hours
2. Medium Impact	Software execution is significantly restricted or severely impaired		1 business day
3. Low Impact	Software executes with minor errors		5 business days

Figure 2: Resolution Times

Issue Resolution Plan

Client support is initially handled by Acclaim's Service Desk which will provide responsive and professional service for less complex support and will quickly transfer complex support needs to Acclaim's Product SMEs. Acclaim logs and tracks all problem contacts through resolution. Monthly reports to each licensee provide details on all calls and use of support time.

Technical support will be offered by telephone, email, and/or direct viewing of the production environment or mobile device. Acclaim requires direct access to client infrastructure (e.g., VPN) in order to execute this service agreement. Device-level support is optionally available via GoToAssist.

As part of the Acclaim release management process, items will be prioritized between our Product Management team and the West Virginia Department of Agriculture . Acclaim will provide aging reports to review older support requests/bugs to ensure these items are being addressed as appropriate based on priority. All issues are reviewed prior to each minor release and targeted for a future release based on priority.

Acclaim's goal is to resolve all priority 1 items not considered for an emergency release in the next available minor release. Priority 2 items will be scheduled within the next two maintenance releases after submission to Acclaim. Any modifications to source code will follow standard release management for the specific product.

If you are impacted by a High Prority issue the process is to email the support desk, followed by a phone call to the Support Desk. If you do not reach a support desk specialist then please call please call John Kucek, 773-495-8307.

Escalation Procedures

Error! Reference source not found. describes the escalation path that is followed if the West Virginia Department of Agriculture   escalates service requests and defects for which an Interim Resolution has not been provided and/or has not been addressed in a timely or appropriate manner. The client has the right to require ACCLAIM to assign an appropriate support and/or technical resource from ACCLAIM to coordinate and oversee resolution of such defect or request. In this case, resolution efforts will be communicated through daily calls. If these escalation procedures fail to produce a satisfactory resolution, the Executive Sponsors will discuss a corrective action plan to resolve the timeliness of correcting defects or requests.

Escalation Level	Contact Details
Lv. 1	AgraGuard Project Manager: Yda Mitzy G. Torres **Email**: mtorres@acclaimsystems.onmicrosoft.com
Lv. 2	Solution Account Manager: John Kucek **Email**: johnku@acclaimsystems.com **Phone**: (773) 495-8307
Lv. 3	Executive Director: David Burgess **Email**: David@AcclaimSystems.com

Figure 3: Escalation Path

Notice to Proceed

This Proposal, dated March 12, 2021 for Acclaim Systems, Inc. (Acclaim) to provide West Virginia Department of Agriculture with services as described in the Software Maintenance Agreement, Support and Problem Resolution Agreement is hereby submitted for approval. The parties acknowledge that they have read this document, understand it, and agree in principle to be bound by its terms and conditions. This proposal, and the terms and conditions contained herein, are subject to and conditional upon the negotiation and execution of a final, binding agreement between West Virginia Department of Agriculture   and Acclaim.

This Notice to Proceed will serve as acceptance of this Proposal, as set forth in this document.

WEST VIRGINIA DEPARTMENT OF AGRICULTURE

_____

By

_____

Name

_____

Title

_____

Date

March 12, 2021

Jonathan P. Adkins
West Virginia Department of Agriculture
Information Technology Division
163 Gus R. Douglass Lane, Building 1
Charleston, WV 25312

Mr. Adkins,

Please accept this statement of work and quotation from Acclaim Systems, Inc. (ACCLAIM) to provide Software Maintenance, Support and Problem Resolution, of the **USAHERDS, USALIMS and USAPlants** solution for West Virginia Department of Agriculture. We are pleased to quote **$88,599.52** as a fixed price amount for 12 months of maintenance and support as described in this agreement, based on the terms and conditions. For an additional cost, clients can request enhancements where the cost and process is outlined in this document. The period of performance is for one year, July 1, 2024 – June 30, 2025.

Thank you for the opportunity to provide these Acclaim Systems Inc. services for the above applications.

Sincerely,

John Kucek

773-495-8307

JohnKu@AcclaimSystems.com

Executive Summary

In this statement of work, we detail the scope, tasks, and pricing for continuing Software Maintenance, Support and Problem Resolution, of **USAHERDS, USALIMS, and USAPlants** for the West Virgina Department of Agriculture:

1. Software Maintenance Agreement

2. Support and Problem Resolution Agreement

In addition, West Virgina Department of Agriculture can request additional enhancements where the cost and process is outlined in **Appendix A: Procuring Enhancements**.

A brief description of the deliverables and Pricing:

DESCRIPTION	COST
Software Maintenance Support and Problem Resolution SOW for **USAHERDS with 75 support hours**	**$29,851.31**
Software Maintenance Support and Problem Resolution SOW for **USALIMS with 75 support hours**	**$29,851.31**
Software Maintenance Support and Problem Resolution SOW for **USAPlants with 50 (AFDO)**	**$28,896.90**
Total Amount due:	**$88,599.52**

Additional support and enhancement hours may be purchased for **USAPlants** **$105.00**/hour.

Additional support and enhancement hours may be purchased for **USAHERDS** & **USALIMS** **$95.00**/hour.

John Kucek

773-495-8307

JohnKu@AcclaimSystems.com

Software Maintenance Agreement

Software Maintenance

USAHERDS, USALIMS and **USAPlants** is an AS-IS application. All features either wanted or unwanted are the current set of features of the these system. Software Maintenance is defined as the modification of a software product after delivery to implement approved service requests for either new functionality or to fix a current unwanted feature. Warranty services solely provide for resolution of any problems, defects, and/or deficiencies introduced by Acclaim Systems in the process of software maintenance that have been reported with in the current contract where the intended results do not meet the documented and agreed upon specifications of the service request.

The following elements reflect items that are supplied as part of Software Maintenance and Support:

What constitutes the use of maintenance hours?

Any request submitted to the serve desk for investiagation, requested code change, requested research, emailed question with required response, 3rd party interfaces resulting in errors not created by Acclaim, request for participation in meetings, request for discussions with a 3rd party for intergration.

Break-Fix

Under this Statement of Work (SOW), ACCLAIM will provide services to modify the **USAHERDS, USALIMS,** and **USAPLANTS** software in order to remedy an unwanted feature or implement approved service requests. Acclaim Systems does not take on liability from the previous vendors code. If Acclaim Systems introduce a bug or break-fix error to the system Acclaim will remedy the issue. Existing bug within the code not introduced by Acclaim are considered features of the current system and will be considered a change order / enhancement.

Quality Assurance Process & Testing

Acclaim has several Quality Analysts at our development center in Harrisburg, PA.

Acclaim will test each major and minor release prior to delivery to the client in accordance with technical and business specifications agreed upon for the release, perform regression testing to validate that the new functionality has not negatively impacted existing functionality within the product, and provide the release for User Acceptance Testing (UAT).

Release Deployment

Acclaim will work with the business area to provide a maintenance release schedule that will include agreed-upon change requests in a structured process:

- Standard releases: Acclaim will provide 2 standard release annually for **USAPlants**; and 1 standard release for **USAHERDS** and **USALIMS**; in addition to up to 1 as needed "Hot Fix "during the service period if the issue is related to a customer facing issue or required financial requirement.

- Emergency release: Accclaim will exercise all commercially reasonable efforts to test such emergency fixes in accordance with the requirements of this section.

Acclaim also will deliver or make available to the client, with the delivery of each release, detailed release notes describing the release content.

Release Management

Acclaim's Release Management process provides customer support, improved planning, and testing. This standardized approach to software delivery management provides for full quality assurance, communication, and consistency in versioning. Items to be included in a release are prioritized between our Product Management team and West Virginia Department of Agriculture . Acclaim will work with the client to develop a maintenance release schedule, which will include agreed-upon change requests in a structured process.

Acclaim will provide support, as defined in this agreement, for the current major production release of the software and the current major production release – 1. Customers who choose to remain on older production release versions may be charged additional costs/hours for the added work effort in supporting older versions.

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Acclaim will provide product management to assist in coordination of support activities. As part of our maintenance service, our Product Manager, a subject matter expert in **USAHERDS, USALIMS,** and **USAPLANTS** will provide:

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applicable, if the reported Defect caused the client to be unable to access the product; or (c) provides the client with a workaround acceptable to the client that solves or mitigates a reported Defect.

- **Issue:** Any of the following: (a) any presently identified event, circumstance, or problem that adversely affects the ability to meet project requirements, or a missed Deliverable Due Date or Critical Milestone Due Date, whether by Acclaim or the client; or (b) any event, problem, difficulty, or circumstance which affects or may affect the Product or the operation of the Product by the client, including the failure to meet the Performance Standards. Issues do not include unwanted features (see definition of Unwanted Features).

- **Major Release:** Contains large areas of new functionality, some of which may eliminate temporary fixes to problems. A major release usually supersedes all preceding minor releases and emergency releases. Acclaim Inspections Services must push a full (as opposed to partial) set of software components to the appropriate customer environment.

- **Minor Release:** Contains small enhancements and fixes, some of which may have already been issued as an emergency release. A minor release usually supersedes all preceding emergency releases. Release and Deployment Management will determine the frequency of minor releases. Minor releases will be deployed as follows:

  - *Full Release:* Acclaim Inspections Service must push a full set of software components to the appropriate customer environment. The software will incorporate all changed components from prior releases.

  - *Partial Release:* The Release and Deployment Management Process will define criteria for a partial Minor Release for CI items.

- **Resolution:** A correction or modification that permanently corrects the unwanted features or Defect, or for non-Defect-based Incidents, a permanent product that ensures the Incident will not be repeated.

- **Service Request:** A request from a user for information, or advice, or for a Standard Change or for Access to an IT Service.

- **Work Stoppage:** Defined as an unwanted feature or defect that directly impacts the daily operation of the business and provides no suitable work around.

Appendix C: Service Level Agreement

Resolution Times

The service is available 8:00 a.m. to 5:00 p.m. Eastern Time on Federal business days, unless stated otherwise in the contract. Acclaim will respond within the timeframe noted in **Error! Reference source not found.**. "Medium" and "Low" severity reported system defects and product deficiencies will be prioritized and corrected in a future product release.

LEVEL OF SEVERITY	DESCRIPTION	TIME TO:	
		ACKNOWLEDGE	RESOLUTION PLAN
1. High Impact	Software does not execute	1 hour	4 hours
2. Medium Impact	Software execution is significantly restricted or severely impaired		1 business day
3. Low Impact	Software executes with minor errors		5 business days

Figure 2: Resolution Times

Issue Resolution Plan

Client support is initially handled by Acclaim's Service Desk which will provide responsive and professional service for less complex support and will quickly transfer complex support needs to Acclaim's Product SMEs. Acclaim logs and tracks all problem contacts through resolution. Monthly reports to each licensee provide details on all calls and use of support time.

Technical support will be offered by telephone, email, and/or direct viewing of the production environment or mobile device. Acclaim requires direct access to client infrastructure (e.g., VPN) in order to execute this service agreement. Device-level support is optionally available via GoToAssist.

As part of the Acclaim release management process, items will be prioritized between our Product Management team and the West Virginia Department of Agriculture . Acclaim will provide aging reports to review older support requests/bugs to ensure these items are being addressed as appropriate based on priority. All issues are reviewed prior to each minor release and targeted for a future release based on priority.

Acclaim's goal is to resolve all priority 1 items not considered for an emergency release in the next available minor release. Priority 2 items will be scheduled within the next two maintenance releases after submission to Acclaim. Any modifications to source code will follow standard release management for the specific product.

If you are impacted by a High Prority issue the process is to email the support desk, followed by a phone call to the Support Desk. If you do not reach a support desk specialist then please call please call John Kucek, 773-495-8307.

Escalation Procedures

Error! Reference source not found. describes the escalation path that is followed if the West Virginia Department of Agriculture   escalates service requests and defects for which an Interim Resolution has not been provided and/or has not been addressed in a timely or appropriate manner. The client has the right to require ACCLAIM to assign an appropriate support and/or technical resource from ACCLAIM to coordinate and oversee resolution of such defect or request. In this case, resolution efforts will be communicated through daily calls. If these escalation procedures fail to produce a satisfactory resolution, the Executive Sponsors will discuss a corrective action plan to resolve the timeliness of correcting defects or requests.

Escalation Level	Contact Details
Lv. 1	AgraGuard Project Manager: Yda Mitzy G. Torres **Email**: mtorres@acclaimsystems.onmicrosoft.com
Lv. 2	Solution Account Manager: John Kucek **Email**: johnku@acclaimsystems.com **Phone**: (773) 495-8307
Lv. 3	Executive Director: David Burgess **Email**: David@AcclaimSystems.com

Figure 3: Escalation Path

Notice to Proceed

This Proposal, dated March 12, 2021 for Acclaim Systems, Inc. (Acclaim) to provide West Virginia Department of Agriculture with services as described in the Software Maintenance Agreement, Support and Problem Resolution Agreement is hereby submitted for approval. The parties acknowledge that they have read this document, understand it, and agree in principle to be bound by its terms and conditions. This proposal, and the terms and conditions contained herein, are subject to and conditional upon the negotiation and execution of a final, binding agreement between West Virginia Department of Agriculture   and Acclaim.

This Notice to Proceed will serve as acceptance of this Proposal, as set forth in this document.

WEST VIRGINIA DEPARTMENT OF AGRICULTURE

_____

By

_____

Name

_____

Title

_____

Date

March 12, 2021

Jonathan P. Adkins
West Virginia Department of Agriculture
Information Technology Division
163 Gus R. Douglass Lane, Building 1
Charleston, WV 25312

Mr. Adkins,

Please accept this statement of work and quotation from Acclaim Systems, Inc. (ACCLAIM) to provide Software Maintenance, Support and Problem Resolution, of the **USAHERDS, USALIMS and USAPlants** solution for West Virginia Department of Agriculture. We are pleased to quote **$101,470.00** as a fixed price amount for 12 months of maintenance and support as described in this agreement, based on the terms and conditions. For an additional cost, clients can request enhancements where the cost and process is outlined in this document. The period of performance is for one year, July 1, 2021 – June 30, 2022.

Thank you for the opportunity to provide these Acclaim Systems Inc. services for the above applications.

Sincerely,

John Kucek

773-495-8307

JohnKu@AcclaimSystems.com

Executive Summary

In this statement of work, we detail the scope, tasks, and pricing for continuing Software Maintenance, Support and Problem Resolution, of **USAHERDS, USALIMS, and USAPlants** for the West Virgina Department of Agriculture:

1. Software Maintenance Agreement
2. Support and Problem Resolution Agreement

In addition, West Virgina Department of Agriculture can request additional enhancements where the cost and process is outlined in **Appendix A: Procuring Enhancements**.

A brief description of the deliverables and Pricing:

DESCRIPTION	COST
Software Maintenance Support and Problem Resolution SOW for **USAHERDS with 75 support hours**	$27,318.18
Software Maintenance Support and Problem Resolution SOW for **USALIMS with 75 support hours**	$27,318.18
Software Maintenance Support and Problem Resolution SOW for **USAPlants with 50 + 200 support hours (AFDO)**	$46,833.64
Total Amount due:	**$101,470.00**

Additional support and enhancement hours may be purchased for **USAPlants $100.00**/hour.

Additional support and enhancement hours may be purchased for **USAHERDS** & **USALIMS $90.00**/hour.

John Kucek

773-495-8307

JohnKu@AcclaimSystems.com

Software Maintenance Agreement

Software Maintenance

USAHERDS, USALIMS and **USAPlants** is an AS-IS application. All features either wanted or unwanted are the current set of features of the these system. Software Maintenance is defined as the modification of a software product after delivery to implement approved service requests for either new functionality or to fix a current unwanted feature. Warranty services solely provide for resolution of any problems, defects, and/or deficiencies introduced by Acclaim Systems in the process of software maintenance that have been reported with in the current contract where the intended results do not meet the documented and agreed upon specifications of the service request.

The following elements reflect items that are supplied as part of Software Maintenance and Support:

What constitutes the use of maintenance hours?

Any request submitted to the serve desk for investiagtion, requested code change, requested research, emailed question with required response, 3rd party interfaces resulting in errors not created by Acclaim, request for participation in meetings, request for discussions with a 3rd party for intergration.

Break-Fix

Under this Statement of Work (SOW), ACCLAIM will provide services to modify the **USAHERDS, USALIMS,** and **USAPLANTS** software in order to remedy an unwanted feature or implement approved service requests. Acclaim Systems does not take on liability from the previous vendors code. If Acclaim Systems introduce a bug or break-fix error to the system Acclaim will remedy the issue. Existing bug within the code not introduced by Acclaim are considered features of the current system and will be considered a change order / enhancement.

Quality Assurance Process & Testing

Acclaim has several Quality Analysts at our development center in Harrisburg, PA.

Acclaim will test each major and minor release prior to delivery to the client in accordance with technical and business specifications agreed upon for the release, perform regression testing to validate that the new functionality has not negatively impacted existing functionality within the product, and provide the release for User Acceptance Testing (UAT).

Release Deployment

Acclaim will work with the business area to provide a maintenance release schedule that will include agreed-upon change requests in a structured process:

- Standard releases: Acclaim will provide 2 standard release annually for **USAPlants**; and 1 standard release for **USAHERDS** and **USALIMS**; in addition to up to 1 as needed "Hot Fix "during the service period if the issue is related to a customer facing issue or required financial requirement.

- Emergency release: Accclaim will exercise all commercially reasonable efforts to test such emergency fixes in accordance with the requirements of this section.

Acclaim also will deliver or make available to the client, with the delivery of each release, detailed release notes describing the release content.

Release Management

Acclaim's Release Management process provides customer support, improved planning, and testing. This standardized approach to software delivery management provides for full quality assurance, communication, and consistency in versioning. Items to be included in a release are prioritized between our Product Management team and West Virginia Department of Agriculture . Acclaim will work with the client to develop a maintenance release schedule, which will include agreed-upon change requests in a structured process.

Acclaim will provide support, as defined in this agreement, for the current major production release of the software and the current major production release – 1. Customers who choose to remain on older production release versions may be charged additional costs/hours for the added work effort in supporting older versions.

Product Management

Acclaim will provide product management to assist in coordination of support activities. As part of our maintenance service, our Product Manager, a subject matter expert in **USAHERDS, USALIMS,** and **USAPLANTS** will provide:

- Bimonthly (every other month) meeting to discuss the operations of **USAHERDS, USALIMS, USAPLANTS** that focuses on:
    - Current support/training hour usage
    - Discussion of any new feature sets (enhancements) for changes that can be prioritized in a product release listing and product roadmap per a separate SOW
    - Shared discussion on other client activities or enhancement requests for prioritization
    - Discussion on internal infrastructure changes
- Coordinating with the client POC for prioritization and release dates of future releases

Product Management further includes:

- Providing information on enhancements or customizations made by other clients at no additional charge unless additional configurations are required to enable the functionality.
- Supporting User Group administration and meetings lead by the license holder of the software.
- Reviewing requested feature sets for prioritization across clients to be able to address high priority items as quickly as possible
- Assisting the user community in coordinating requirements, including potential cost sharing across clients

● User group conferences and user workshop coordination which is lead by the License Holder.

Client Responsibilities:

This section describes the responsibilities of the West Virginia Department of Agriculture under this agreement.

● **Designated Support Contacts**

The client will designate one (1) single point of contact (POC) with an optional backup. The POC is responsible for coordinating with Acclaim POC for prioritization and release dates of maintenance items as well as reporting and management of incidents.

The client will designate one (1) or more product administrators to serve as the primary client contact for Acclaim's Support and Maintenance Services.

● **User Support**

The client will provide end-user first-level support. Acclaim will provide and be responsible for Level 2 and 3 support of the product.`

● **Backups and Procedures**

For products hosted by the client, the client will be responsible for maintaining staging and production environments and for performing all necessary back-ups, database monitoring and tuning, recovery, and required product operating procedures. If Acclaim does not provide Production hosting for the solution, the State will be required to host their own staging environment. For products hosted by Acclaim, Acclaim will perform these tasks.

● **Remote Access**

For products hosted by the client, the client will provide Acclaim remote access to the servers on which the product resides. For products hosted by Acclaim as an outsourced hosting service, the client will not have direct access, e.g., via virtual private network (VPN), to any of the hosted servers.

● **Client Assistance in Resolving Unwanted Features**

The client will provide such assistance and cooperate with Acclaim in helping to identify and address unwanted features. Client delays in providing assistance affecting the total elapsed time of the maintenance task(s) related to the request may result in delayed completion of the task, charge of additional maintenance hours, or both.

When providing a detailed description of the issue you are experiencing, please remember to include such items and details as:

- o User name experiencing the issue.
- o Identify what you expected to happen vs what happened.
- o Document steps to reproduce issue.
- o Identify the module/page - menu item selected to get to the page/report
- o Parameters/data values populated, button clicked, etc.
- o If any error message is displayed, please copy/include in the report.
- o Finally, be sure to select the appropriate Priority and click the Submit button.

Support and Problem Resolution Agreement

Support and Problem Resolution

The Acclaim Service Desk provides a single Point of Contact (PoC) for issue tracking and resolution for the Level 2 and Level 3 support requests. Acclaim provides SMEs on the **USAHERDS, USALIMS,** and **USAPLANTS** solution in conjunction with our Service Desk team to ensure a timely incident response and resolution to any issues or needs identified. Our Service Desk is available 8:00 a.m. to 5:00 p.m. Eastern Time on business workdays. Timeframes outside of these normal business hours are negotiable.

Additional details of support scope such as resolution times and issue resolution plan are provided in **Appendix C: Service Level Agreement**.

Product Contact Information

Acclaim supports contact information: Phone and Email

MODULE	EMAIL	TELEPHONE
USAPLANTS	USAPlants_Support@TNATC.org	(888) 999-2125
USAHERDS	USAHERDS_Support@TNATC.org	(888) 999-2125
USALIMS	USALIMS_Support@TNATC.org	(888) 999-2125

Figure 1: Solution Contact Information

Support Process

This agreement includes hours of support indicated on page 2; these allocated hours of support will expire if a new annual renewal contract is not processed before the end of the contract term. Hours which are being "rolled over" to the new calendar year must be allocated to a "project" and used within 90 days of the new contract term in which time they will expire. Support hours include issue resolution for items outside of software maintenance (i.e., data fixes), meetings to discuss software changes outside of Product Management monthly meetings, and enhancements or code changes, such as cosmetic changes on a report. Training includes webinars, continuing education training, and additional meetings to educate staff at the client request. Hours can be purchased should a client need additional support/training assistance. Support hours can be used for maintenance, enhancements and training.

Support and Maintenance Services History Tracking System

Acclaim will maintain a customer- specific Support and Maintenance Services history, including updated records of the client's product configuration. Acclaim is committed to creating a transparent relationship and will log all of these support hours and classify them in the monthly statement:

a) the date, time, title and time spent on each contact to support desk

b) the total number of contracted hours, total used and remaining hours available.

Reporting and Management of Incidents

Reports of incidents (an "Incident Report") will be made by the client to the Acclaim Service Desk. If there are multiple Incidents, the client will prioritize their incidents with respect to each other. The Service Desk will log the reported incident and provide the client with an Incident tracking number for reference when making follow-up inquiries.

The Incident Report will contain:

a) the date and time of the call

b) the name of the product

c) the client contact name, e-mail address if available, and telephone number

d) a description of the incident

The client will provide Acclaim with as much information as possible to enable Acclaim to investigate and attempt to identify and verify the reported issue or defect. The client will work with Acclaim support personnel during the problem isolation process, as reasonably needed. Acclaim will manage and maintain records with respect to the resolution of all reported Incidents ("Incident Resolution Report") and may facilitate status calls for 'High Impact' or 'Work Stoppage' classifications. Acclaim will maintain the working history of Incident Reports and provide the client with expected resolution dates, and – for unwanted features – a status of where the update is in the Acclaim release and quality assurance process.

Appendix A: Procuring Enhancements

For requested changes, Acclaim will draft a fixed-price SOW that details the scope, approach, assumptions and associated cost to meet the requested change. Acclaim's process for reviewing and estimating product enhancements/modifications is:

1. Client submits a work request to the Acclaim Service Desk as a support ticket.

2. The Acclaim business analyst documents the request with the high-level objectives of the request. This Enhancement Request Document defines the scope and the objectives of the request. An authorized client representative reviews and approves the document.

3. Acclaim schedules requirements gathering meetings, during which time ACCLAIM works with the client to fully capture requirements, validate our assumptions, and establish scope and acceptance criteria for the requested changes.

4. Acclaim creates an SOW that contains the documented requirements, assumptions, and cost. That SOW is delivered to an authorized representative from the client for review and signature approval. The timing of this deliverable, in our experience, is dependent upon the scope and complexity of the requested enhancements.

5. Upon receipt of a signed work order, Acclaim schedules the work based upon the estimated start date specified in the approved work order and associated prioritization as well as the resource bandwidth.

Acclaim Systems has signed an exclusive partnership agreement as the North American sales, marketing and distribution partner with the Australian Ear Tag Manufacturer, Wuxi Fofia Technology (FOFIA). FOFIA is beginning the approval process with the USDA to bring their Australian approved National Livestock Identification System (NLIS) HDX Ear Tag to the USA. Upon approval from the USDA, Acclaim will make these HDX tags and other approved technologies available for purchase through this contract. The max price to USHERDS states for the approved HDX tag is $1.70 with incremental discounts bases on order size.

Appendix B: Terminology and Definitions

Acclaim's Quality Assurance Process includes:

- **Test Case Development** – These cases are derived directly from the business. Test cases cover both positive and negative test scenarios.

- **System Integration Testing (SIT)** – The objective of SIT is to verify the correctness of the newly designed items, and their interaction with the other functional areas of the system. Testing focuses on new or altered functionality of application.

- **System Acceptance Testing (SAT)** – The goal of SAT is to logically combine all the key components described in the integration section of this document in strategic end-to-end testing flows to validate that core functionality is processing correctly.

- **Regression Testing** – Regression Testing is done to confirm that a recent program or code change has not adversely affected existing production features. Regression Testing is a full or partial selection of previously executed test cases which are re-executed to ensure existing functionalities work to specification.

- **Test Results Reports** – Acclaim will prepare reports documenting testing efforts as well as any known issues prior to handing over the release for UAT.

- **User Acceptance Testing (UAT)** – Acclaim provides initial test cases, test monitoring and defect tracking during the UAT test period as well as correct critical defects that are related to the agreement's business and technical specifications and will deliver each release to the client only after such release has been approved by the client.

The following terms relating to Incidents and Defects are defined as follows:

- **Unwanted Feature:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that currently exists in the application.

- **Defect:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards that was introduced by features created by Acclaim Systems.

- **Emergency Release:** Corrections to a small number of known errors used to remediate a Major Incident and/or a potential security breach that might cause a Major Incident. Acclaim Inspection Services will follow the Emergency Change procedure and ensuing Emergency Release procedure to implement an Emergency Release for the impacted Customers.

- **Incident:** An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service. Failure of a Configuration Item that has not yet impacted Service is also an Incident.

- **Incident Response:** A email, and/or update from the Acclaim Service Desk or telephone call from Acclaim acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.

- **Interim Resolution:** Acclaim: (a) reinitiates or restarts, as applicable, the product, if the reported Defect caused the product to be inoperative; (b) enables the client to access the product, as

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Name

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