**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.

**wvOASIS**

Welcome, Robert M Ross

**Solicitation Response(SR)** Dept: 0506 ID: ESR06222300000006502 Ver.: 1 Function: New Phase: Final    Modified by batch , 06/29/2023

## Header 📎 8

List View

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

Procurement Folder: 1228506

Procurement Type: Central Master Agreement

Vendor ID: VS0000041854

Legal Name: WingSwept LLC

Alias/DBA: WingSwept

Total Bid: $1,077,498.10

Response Date: 06/26/2023

Response Time: 15:57

Responded By User ID: wsar

First Name: Marcy

Last Name: Sawyer

Email: wsar@wingswept.com

Phone: 9196005118

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: MIS2300000003

Published Date: 6/9/23

Close Date: 6/29/23

Close Time: 13:30

Status: Closed

Solicitation Description: CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM

Total of Header Attachments: 8

Total of All Attachments: 8

| **Proc Folder:** | 1228506 |
|---|---|
| **Solicitation Description:** | CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM |
| **Proc Type:** | Central Master Agreement |

| Solicitation Closes | Solicitation Response | Version |
|---|---|---|
| 2023-06-29 13:30 | SR 0506 ESR06222300000006502 | 1 |


| **VENDOR** |
|---|
| VS0000041854<br>WingSwept LLC |


| **Solicitation Number:** | CRFQ 0506 MIS2300000003 | | | |
|---|---|---|---|---|
| **Total Bid:** | 1077498.10000000000093132257461 | **Response Date:** 2023-06-26 | **Response Time:** | 15:57:14 |
| **Comments:** | | | | |


**FOR INFORMATION CONTACT THE BUYER**
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@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 | One Time Implementation | 0.00000 | EA | 13000.000000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232200 | | | |

**Commodity Line Comments:**  SaaS Onboarding and OIS Setup

**Extended Description:**

One Time Implementation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----|------------|------------|-----------------------------|
| 2 | Initial Year Term | 5.00000 | YR | 215499.620000 | 1077498.10 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232200 | | | |

**Commodity Line Comments:**

**Extended Description:**

Initial Year Term

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----|------------|------------|-----------------------------|
| 3 | Year One Optional Renewal | 0.00000 | YR | 49774.980000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232200 | | | |

**Commodity Line Comments:**

**Extended Description:**

Year One Optional Renewal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----|------------|------------|-----------------------------|
| 4 | Year Two Optional Renewal | 0.00000 | YR | 52263.730000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232200 | | | |

**Commodity Line Comments:**

**Extended Description:**

Year Two Optional Renewal

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------|-----|------------|------------|-----------------------------|
| 5 | Year Three Optional Renewal | 0.00000 | YR | 54876.920000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232200 | | | |

**Commodity Line Comments:**

**Extended Description:**

Year Three Optional Renewal

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

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232200 | | | |

**Commodity Line Comments:** Our User Licenses are sold in User Bands.  To add more licenses, we would move you to the next user band. Proposal includes pricing for 6-15 users.  Next user band is 16-30 Users

**Extended Description:**

Additional user licenses

| Agency | Contact | Phone | Email | Director |
|---|---|---|---|---|
| Georgia OIG | Ricky Schneider | (404) 316-6274 | richard.schneider@oig.ga.gov | Scott McAfee |
| Maryland Department of Human Resources OIG | Monice Butler | (443) 378-4003 | monice.butler@maryland.gov | Marva Sutherland |
| Maryland Office of the State Prosecutor | Timothy Frye | (410) 321-4067 | timothy.frye@maryland.gov | |
| Maryland Education OIG | Genie Gunthrop | (410) 697-9470 | genie.gunthrop1@maryland.gov | Richard P. Henry |
| Minnesota State Lottery Commission | Patrick Wolfgram | (651) 635-8254 | Patrick.Wolfgram@mnlottery.com | |
| NY MTA OIG | Anthony Fakas | (917) 567-5100 | Afakas@mtaig.org | Elizabeth Keating |
| Philadelphia School District OIG | Jayme Naberezny | (215) 400-6204 | jnaberezny@philasd.org | |
| DC Board of Ethics and Government Accountability | Ashley Cooks | (202) 481-3411 | ashley.cooks@dc.gov | |
| DC Department of Insurance, Securities and Banking | Mike Ross | (202) 442-8244 | michael.ross@dc.gov | Brian Bressman |

# WingSwept
# Service Level Agreement –
# QuickStart Implementation and Training
# For
# Company

Submitted Date

*WingSwept, LLC*
*800 Benson Road*
*Garner, NC 27529*

*(919) 600.5102*

# QuickStart and Training Agreement

THIS QUICKSTART AND TRAINING AGREEMENT is entered into by and between WingSwept, LLC, a North Carolina limited liability company ("WingSwept") and _____ ("Company"), effective upon WingSwept's receipt of an approved and signed Purchase Order submitted by Company.   WingSwept and the Company are sometimes referred to hereinafter as a "Party" or collectively as the "Parties."

WHEREAS, WingSwept provides assistance for Case Management & Tracking System (CMTS) set up through the QuickStart process; and

WHEREAS, the QuickStart Implementation process allows WingSwept's experienced staff to perform the install of the latest version of CMTS with initial technical support to include software configuration, and provide consulting expertise to make sure the Company has an unquestionably smooth transition and implementation; and

WHEREAS, the Company has engaged WingSwept to provide QuickStart and Training for the Company's benefit; and

WHEREAS, WingSwept agrees to provide QuickStart Implementation and Training to Company upon the terms and conditions expressed herein.

NOW THEREFORE, in consideration of the promises, covenants, and agreements as set forth herein, the Parties hereto agree as follows:

1.  AGREEMENT.   As referred to herein, "Agreement" means this QuickStart and Training Agreement, together with all policies and addenda that are incorporated herein by reference, including the CMTS SaaS License Agreement.  This Agreement sets forth the terms and conditions that apply to the QuickStart and Training Agreement

2.  QUICKSTART IMPLEMENTATION.   Remote implementation which allows WingSwept's experienced staff to install CMTS with initial technical support, including configuration.  The QuickStart Implementation includes four (4) online sessions and the installation of the application. Maximum number of consulting hours are defined in the quote or contract.

3.  TRAINING. WingSwept provides training to ensure users' thorough understanding of the software functionality.  CMTS Training will be conducted either on site or remote as defined in the quote or contract.  Training will be instructor led, walk-through of the system as configured by the company, with the opportunity for users to ask questions.  WingSwept can also use a "train the trainer" philosophy where Company core users will attend training and be responsible for training other users on the software.

4.  COMPANY RESPONSIBILITY.  The Company is responsible for connecting to WingSwept via web meeting (e.g. Zoom) for the QuickStart meetings.  The Company must complete the required homework assigned at the completion of each QuickStart session.  The Company must select a group of core users to be responsible for attending the QuickStart and training sessions.  After successful completion of QuickStart Implementation, these users should take an active role in the training process.  WingSwept is not responsible for training Company employees on proper COMPANY SPECIFIC use of the software, but rather the general use of the software as it is

configured for the Company.  The core users will have a firm grasp on the CMTS configuration after the QuickStart Implementation and an understanding of Company specific requirements. These users will also be the contact point at the Company for questions about the system.  At least two users should be selected to have administrator privileges to control access to the system. These users make every effort to have appropriate staff attend all QuickStart and training sessions.  For web-based training, the Company is responsible for connecting to WingSwept via web meeting (e.g. Zoom).  If instructor led training by WingSwept does not take the entire allotted time, the Company should be prepared to ask questions or end the training day early (which is often the case).

5.  GO LIVE DATE.  This is the calendar date that WingSwept and the Company expect CMTS to be fully configured and ready for all Company users to begin using the system for their daily work. This date will be based on the availability of the Company for QuickStart Implementation and training.  This date is tentative and any rescheduling may alter the date.  WingSwept will notify the Company if the schedule causes the expected Go Live Date to change significantly (more than one (1) week).  It is important to determine the Go Live Date early in the process as scheduling for other QuickStart activities are driven from this date.

6.  COMMENCEMENT OF IMPLEMENTATION SERVICES.  The QuickStart Implementation will be scheduled after WingSwept receives a purchase order from the Company.  The QuickStart will begin with a Kickoff Meeting via web conferencing.  WingSwept and the Company will discuss and determine a schedule that will allow proper configuration to meet the Company's Go Live Date.  Any changes to the agreed upon schedule may result in the Go Live Date being amended.

7.  SERVICES. The QuickStart Implementation provides the Company with everything it needs to manage cases consistently and comprehensively.  This includes our consulting expertise to ensure a smooth transition and implementation that meets or exceeds the Company needs from day one. The typical QuickStart Implementation process is listed in *Appendix A,* if different implementation is required, it will be noted on the quote.  The QuickStart Implementation Agenda is listed in *Appendix B*.  The installation of CMTS is included in the QuickStart process.  The Company migration to the live server will occur at installation date or later.  The Company must prepare samples of the reports and documents to submit to WingSwept during the QuickStart Implementation.  Any report or document template requests must be received within sixty (60) days of the Go Live Date to be included in the QuickStart pricing.  After this date, any report or document template requests would be an additional cost to the Company.

8.  FEES.  All QuickStart Implementation fees will be billed and payable after QuickStart begins. QuickStart Implementation fees will be due and payable upon the earlier of the following dates:  i) ninety (90) days from the Kickoff Meeting date; or ii) the date of completion of QuickStart Implementation.  The training fees are due upon completion of training.

9.  COMPLETION.  The QuickStart Implementation process is completed once the Company has completed all required tasks for CMTS configuration.  These tasks will be assigned at the completion of each QuickStart Implementation session as listed in *Appendix A*.  WingSwept requires that the QuickStart Implementation be completed within 180 days from the Kickoff Meeting.  Any configuration that has not taken place 180 days after the Kickoff Meeting will be the Company's responsibility on a time & materials basis. If, for any reason, the Company cannot meet the requirements of the QuickStart Implementation process within 180 days, WingSwept is not responsible for continued configuration of the software.   The Company may choose to purchase additional on-line training sessions.  The training is completed based on the time purchased.

10. <u>CANCELLATIONS/RESCHEDULING.</u> All reasonable effort will be made by WingSwept and the Company to maintain the QuickStart call schedule and on-line training initially set up, however, if rescheduling should become necessary, advance notice is greatly appreciated. If the Company must cancel or reschedule training for any reason, the Company is still responsible for all costs incurred associated with time spent traveling and/or actual travel costs incurred as well as the difference in fare for the rescheduled training. WingSwept will make every reasonable effort to attend any scheduled training, but WingSwept is not able to control delays or cancellations caused by inclement weather, traffic delays, airline delays, or any other unforeseen travel issues. In such cases, neither party will be considered at fault, and both parties will work together in order to reschedule the training.

# Appendix A - QuickStart Implementation

The QuickStart implementation process will be broken down into four (4) separate online sessions of two (2) hour meetings to be scheduled at agreeable times to both WingSwept and the Agency. Any CMTS users may attend these sessions, but WingSwept requires attendance by the Agency's System Administrator. This section details those sessions along with the responsibilities of each party involved and expected timelines.

### 1.1. Kickoff Meeting

There will be an overview meeting held to discuss the implementation plan. This meeting will be conducted online, typically via GoToMeeting. During this meeting, WingSwept will introduce key personnel and provide any contact information. The Agency will introduce all users, system administrators, or other employees who may need assistance with CMTS. WingSwept will provide a brief overview of the Quick-Start process. The Agency may address any initial questions or concerns. Finally, the Agency and WingSwept will agree upon a schedule for the remaining four (4) online sessions. At a minimum, these sessions should be scheduled one week apart, but the exact timing and expectations will be determined at this first meeting. The Agency should also prepare any custom reports and document templates they would like entered into the system.

### 1.2. Session #1

The first online session for implementation will begin with introductions. This will include name/role of WingSwept personnel and name/role of the Agency personnel. The Agency may bring up any questions or concerns at the beginning of this meeting as well. This session will begin with a demonstration of the system. Next, we will discuss the Agency's current process and options for incorporating this process into CMTS.

Next, we will go over Excel Spreadsheets that the customer will fill for homework from this session. These spreadsheets will be used by WingSwept to enter values into the system. WingSwept will provide examples for values and show how it will look in the system. WingSwept will go through all the features available within the system. This session will end with a review of the spreadsheets. Homework from this session will be for the Agency to complete the values on a spreadsheet and to have any notifications and workflow items prepared for next week. The Agency should also provide WingSwept with any custom reports or document templates they would like put into CMTS.

### 1.3. Session #2

The second online session for implementation will begin with the Agency deciding the case number rollover month. Next, we will review the completed homework spreadsheet. The Agency may also address anything they would like to report on that was not included, or any fields included that are not needed. Topics discussed during this meeting will be custom fields, form fields, roles and permissions, manage users, and teams. The homework for the Agency will be to complete the user, role, permission configuration. The Agency should provide any notifications and workflow items. After this session, the Agency will be able to login and run test cases.

### 1.4. Session #3

The third online session for implementation will begin with any questions from the Agency. We will recap the features available in CMTS. WingSwept will then go over how to configure text within the system. This session will end with a review of reports and notifications within the system. The homework for the Agency is to ensure that all notifications have been provided to WingSwept.

### 1.5. Session #4 (Optional)

The final online session for implementation is optional. If all topics and questions have been discussed through the first three (3) sessions, this session may be omitted. We will plan to go over document templates, document sign-off, and historical case data. The Agency may decide if they want to import historical case data into the system. It will be the Agency's responsibility to get the historical case data in the proper format for CMTS.

# Appendix B – QuickStart Implementation Agenda

**Kick-Off Meeting Call for scheduling**
Introductions
Give overview of QuickStart process
Set Dates for follow-on meetings (if not already done)

**Session #1 – Implementation**
Introductions
Demo
Discuss current process
Case Stage Discussion (Identify stages of cases to track)
Review Features (this moves frequently)
Review Spreadsheet
Assign Homework for next meeting (dropdown spreadsheet)
 (Acquire copies of custom reports, document templates, and start the process of thinking
 about workflow and notifications)

**Session #2 – Implementation**
**System Configuration for case # rollover month
Review Drop-down configurations
Custom Fields
Form Fields
Roles & Permissions
Manage users
Teams
Assign Home work for Next Session (user, role, permission configuration)
(Request notifications)

**Session #3 – Implementation**
Recap Features if needed
Configurable Text
Review Reports
Review Notifications

**Session #4 –Implementation (optional)**
Document templates
Document Sign-Off
Historical Case Data

# *Case Management Software*

## Solicitation
## CRFQ-0506-MIS2300000003-1
## Price Proposal

## Due Date: June 29, 2023

(Quotation is Valid for 90 days from due date)

*WingSwept, LLC*
*800 Benson Road*
*Garner, NC 27529*

*(919) 600.5102*

DUNS: 168166457

UEI: M3RYEADSETP7

## Contents

**WingSwept – Request for Proposal for Case Management Software**
**WV DHHS FCO**
**CRFQ-0506-MIS2300000003-1**
**Price Proposal - Due Date: June 29, 2023**

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**WingSwept – Request for Proposal for Case Management Software**
**WV DHHS FCO**
**CRFQ-0506-MIS2300000003-1**
**Price Proposal - Due Date: June 29, 2023**

**WINGSWEPT**

# Price Proposal

More detail on the price proposal line items can be found in the Project Schedule section listed below.

Our included pricing is escalated based on our historical pricing.  We will give you the lower of our offered price in the contract or our commercial list price at the time of execution/renewal.

**Initial Term:**

| Year 1 | QTY | Unit Price | Total Annual Price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $28,800.00 | $28,800.00 |
| SaaS Onboarding | 1 | $10,000.00 | $10,000.00 |
| OIS Setup | 1 | $3,000.00 | $3,000.00 |
| OIS | 12 | $850.00 | $10,200.00 |
| **Totals** | | | **$52,000.00** |

| Year 2 | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $30,240.00 | $30,240.00 |
| OIS | 12 | $892.50 | $10,710.00 |
| **Total** | | | **$40,950.00** |

| Year 3 | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $31,752.00 | $31,752.00 |
| OIS | 12 | $937.13 | $11,245.50 |
| **Total** | | | **$42,997.50** |

| Year 4 | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $33,339.60 | $33,339.60 |
| OIS | 12 | $983.98 | $11,807.78 |
| **Total** | | | **$45,147.38** |

| Year 5 | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $35,006.58 | $35,006.58 |
| OIS | 12 | $1,033.18 | $12,398.16 |
| **Total** | | | **$47,404.74** |

**Initial Term (5 Year) Total:**
**$228,499.62**

| Year One Optional Renewal | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $36,756.91 | $36,756.91 |

| | | | |
|---|---|---|---|
| OIS | 12 | $1,084.84 | $13,018.07 |
| **Total** | | | **$49,774.98** |

| Year Two Optional Renewal | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $38,594.75 | $38,594.75 |
| OIS | 12 | $1,139.08 | $13,668.98 |
| **Total** | | | **$52,263.73** |

| Year Three Optional Renewal | QTY | Unit Price | Total Annual price |
|---|---|---|---|
| SaaS License (6-15 Users) | 1 | $40,524.49 | $40,524.49 |
| OIS | 12 | $1,196.04 | $14,352.42 |
| **Total** | | | **$54,876.92** |

# Project Schedule

| Deliverables | Format | Anticipated Delivery |
|---|---|---|
| **Notice of Contract Award**--Upon awarding of contract, agency will identify key members of their team to work with WingSwept's CMTS team to configure the case management software to meet the needs. | Conference call or e-mail correspondence | Time of PO |
| **Case Management & Tracking System SaaS License** – provides SaaS license for use of CMTS. Covers software updates and maintenance. Also includes phone and email support of CMTS. | Software download & License Key as a stand-alone deliverable | Emailed within 5 days of award |

| | | |
|---|---|---|
| **Project Kickoff Meeting –** Lead kickoff meeting to ensure project success and timelines. WingSwept will cover communication and coordination, which will be handled primarily by WingSwept project manager. Agency to assist with plan for access for historical data migration. | Conference call | Within 5 days of award |
| **CMTS SaaS Onboarding –** Up to 25 hours. Quick deployment, installation, and configuration of COTS products. This bundle includes, but is not limited to, project management services, system setup, system engineering and system configuration. | WingSwept Internally and On-line sessions with core agency users | Will begin after successful kickoff meeting and typically concludes within 30 - 60 days |
| **CMTS Online Intake Service Set up** – agency to provide requirements to WingSwept staff for the configuration of the web form. | WingSwept staff completes in-house | Completed during onboarding timeline |
| **Web-Training** | Web-based training focusing on specific needs of agency users. | Available to be scheduled when PO received. |

# Deliverables

### a. SaaS Software License

Provides for 15 SaaS licenses for users of the CMTS System. The SaaS Software Licenses cover software updates and support as well as phone and email support for CMTS. Includes WingSwept provided FedRAMP accredited hosting through Amazon Web Services. The AWS cloud hosting environment for CMTS application will be managed by WingSwept with up to 100 GB of storage. These services include, security updates, operating system patches, database and application level patching, backup management and disaster recovery testing. Backup management includes a minimum full backup of configuration and data weekly with nightly backup of differential changes. Full backups will be maintained at a geographically separate location. Additional information can be found in our FedRAMP security package.

On-premise installation will also be supported.

By submitting signed Purchase Order to WingSwept, District agrees to be bound by the Terms and Conditions to be negotiated after contract award.

## b. CMTS SaaS Onboarding

Our CMTS SaaS Onboarding is designed to ensure a successful implementation that allows customers to take advantage of our initial install and implementation support. We devote up to 25 hours for the quick deployment, installation, and configuration of CMTS. The onboarding includes, but is not limited to, project management services, system setup, system engineering and security configuration.

Our staff of trained professionals will walk your organization through configuring the software to match your unique requirements and workflow processes during web conference sessions with the District's decision makers. These sessions are interactive in nature and will require the input of the customer as well as the completion of work assignments outside of the sessions. Topics covered will include:

- Configuring dropdowns within the system based on your organizational requirements
- Configuring the system's user roles and permissions model
- Setting up new users and assigning the appropriate security roles
- Setting up custom text within the system to provide organizational specific instructions on a page-by-page basis
- Configuring event based and time-based notifications
- Creating up to three new custom reports based on organizational requirements in addition to the 35-plus canned reports within the system out of the box
- Setting up custom fields that may be required based on the functionality within the CMTS software
- Train administrative users on how to manage the systems robust configuration capabilities in the above areas

If on-premise installation is preferred, WingSwept will work with the organization's technology staff to remotely install the CMTS product on customer provided equipment or virtual environment(s). The install of the application will require web conference access to the server with monitoring provided by the technology staff of the agency. WingSwept will provide other reasonable assistance in providing information and assisting with aspects of the project management and organizational processes necessary for the installation of the system on the District's network and is well versed in the operation of government networks and processes.

Half Day Training Session (Up to 4 hours) @ WingSwept facility, remote or at client site. Does not include travel, if at client site.

## c. CMTS Online Intake Service (Optional)

WingSwept also offers the CMTS Online Intake Service. This allows your agency to setup a secure server which would allow CMTS to pull in data submitted on your public web facing

form. WingSwept will host the form and assist with creation and connection to CMTS.  This setup allows your agency personnel to accept or reject complaint information and have it go right into your system without having to re-enter data. This setup will save your agency personnel time.

# *Case Management Software*

## Solicitation
## CRFQ-0506-MIS2300000003-1
## Technical Proposal

## Due Date: June 29, 2023

<span style="color:red">(Quotation is Valid for 90 days from due date)</span>

*WingSwept, LLC*
*800 Benson Road*
*Garner, NC 27529*

*(919) 600.5102*

DUNS: 168166457

UEI: M3RYEADSETP7

**WingSwept – Request for Proposal for Case Management Software**
**WV DHHS FCO**
**CRFQ-0506-MIS2300000003-1**
**Technical Proposal - Due Date: June 29, 2023**

WINGSWEPT

June 23, 2023

WV DHHS
2019 Washington Street, East
Charleston, WV 25305
Crystal.g.hustead@wv.gov

RE: CRFQ-0506-MIS2300000003-1

Ms Hustead,

WingSwept is pleased to present the enclosed response to the WV DHHS FCO for a commercial off-the-shelf electronic investigative case management system capable of managing and tracking all of the office's ongoing and historical investigations and complaint activity.

Our Case Management & Tracking System (CMTS) is a proven solution that will provide the agency with an innovative and proven system capable of capturing, managing, tracking, and analyzing all related data. Our clients in the investigative community have benefitted heavily from our decade-long support. We're confident that our approach represents a best value option that will increase staff efficiency by reducing the amount of time required to locate, track, and document case information.

WingSwept looks forward to working with the agency staff to meet your expanding challenges and case management system requirements. We appreciate this opportunity to serve you.

Regards,

//signed//

Allison Lehman
VP, Application Development
WingSwept, LLC
800 Benson Rd
Garner, NC 27529
919.600.5102

# Contents

# Executive Summary

WingSwept is pleased to offer our COTS, web-based product, Case Management & Tracking System (CMTS), as the best solution to meet the needs of the WV DHHS FCO's desire to implement a new, robust, and fully customizable case management investigative system. CMTS was developed by WingSwept to provide an affordable and efficient method for tracking investigative cases. More specifically, its purpose was to capture related information across the entire life cycle of a case, from the initial incident/allegation to final case disposition. The aesthetics of the system can be modified and are customizable to fit the needs of your investigators and users. Our team is well established and has extensive experience delivering software solutions within the public and private sector at the Federal, state, and local levels.

WingSwept is confident that our very robust CMTS software can meet all the agency's functional & technical requirements as stated in the request for bids.

SaaS licensing is purchased with our product which includes hosting support, end user support and software maintenance. The support agreement provides access for support as well as any system upgrades providing new software features. CMTS is actively developed with new releases each year, which include new features suggested by the investigative community WingSwept serves. Additionally, we are always looking for functional changes that would benefit all our customers. Software patches are also released as needed.

We understand the importance of clients' budgets and timelines and have a history of strong performance in both regards. We have a 100% record of on-time, on-budget implementations of our COTS, CMTS product since its launch.

# RFP Specifications

| | Requirement from SOW | How it is met? | Notes |
|---|---|---|---|
| 3.1.1 | Enterprise level, Cloud-Based, statewide case management system which must be compatible with the West Virginia Office of Technology's current operating system, Windows 11. | Meets out of the box | |
| | | | |
| 3.1.1.1 | **System must be modular to allow system upgrades and enhancements, must be scalable for increasing the number of licensed users and to support unlimited persons, cases, contacts, activity transactions, and reports.** | Meets out of the box | |
| | | | |
| 3.1.1.2 | **System must have administrative ability to create enterprise-wide announcements to be displayed on the user home page, which can be targeted to all users, or specific group users, or specific users. System must enable real time collaboration or access sharing with system users.** | Meets out of the box | |
| | | | |
| 3.1.1.3 | System must allow for speech to text functionality where applicable, and be accessible from laptops, desktops, and tablets. | Meets out of the box | |
| | | | |
| 3.1.1.4 | System must provide the capability for authorized users to drill down to individual data elements in dashboard reports. System must enable user, manager, and administrative dashboard and reporting tools for performance, workload, task and case status monitoring by case, user, team, and/or enterprise. | Meets out of the box | |
| | | | |
| 3.1.1.5 | System must provide a quick search capability based on a single and or an advanced multiple field/filters. | Meets out of the box | |
| | | | |

| | | | |
|---|---|---|---|
| **3.1.1.6** | System must allow name fields must include capacity to enter and store nicknames, appellations, and suffixes. | Meets out of the box | |
| | | | |
| **3.1.1.7** | System must maintain a chronological and reportable audit trail of activity by user and/or case, including a history of modifications to all data and event logs by record and/or user. | Meets out of the box | |
| | | | |
| **3.1.1.8** | System must allow administrators to add, delete, change, or control user role-based security permissions by users or user group types. | Meets out of the box | |
| | | | |
| **3.1.1.9** | System must provide access to all applications and user documentation, vendor use, and help tool within a single site. System must integrate seamlessly with back-office systems including versions of Microsoft Suite and/or Google Docs. System must allow document attachments to be scanned and associated with one or more person/case records, as well as complaints, notes, and other identifiers. System must allow documents to be thumbnail/first page previewed prior to full access. | Meets out of the box | System does not provide thumbnail/first page preview prior to full access |
| | | | |
| **3.1.1.10** | System must support users and administrators to schedule and prompt future date tasks, activities, calls, and follow- ups, and do so with role-based permissions, to other users. | Meets with configuration | |
| | | | |
| **3.1.1.11** | System must allow users to return to using a quick search feature to the three (3) most recently accessed records or activities. System must provide capabilities to determine whether a caller, a person, or case record already exists to avoid duplication. System must provide a means to merge identified duplicate records. | Meets out of the box | System does not provide a means to merge people records. Person records are kept with the case record, and can be duplicated to a new case file, and there will be a link between them to see the correlation. |
| | | | |

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| **3.1.1.12** | System must manage essential information in a global record including demographics, telephone numbers, email addresses, county, region, map, links, contacts, notes, documents, file attachments, and associated persons including but not limited to relatives, children, attorneys, and collaterals. System must allow addresses to be United States Postal Service (USPS) validated. System must also allow entry of foreign addresses and characters. System must allow for APO (Military) addresses if individuals are deployed or stationed overseas. | See Notes | System does not have address validation with USPS currently. This can be added as a customization if needed, not included in proposal. |
| | | | |
| **3.1.1.13** | System must allow retention/display of photographic images, audio and video files in their native format within contact records as needed. System must support documentation storage within a case or record, in all common formats including Portable Document Format (PDF), Microsoft Suite, Google Docs, etc. and must be document level searchable. | Meets out of the box | |
| | | | |
| **3.1.1.14** | System must provide capability for person and case specific alerts to be set by users, such as status indicators and validation messages, to provide feedback to users when accessing a case or record. System must support full case management workflow enabling labels (i.e., receive complaint, preliminary data collection, investigation, in process, awaiting approval to close, etc.) and time tracking by status, workflow from initial contact to case closure. | Meets out of the box | |
| | | | |
| **3.1.1.15** | System must support automated or manual assignment of a unique case identifier upon creation of a new case. System must provide a way to navigate a case summary view. System must support correspondence production including letter and email templates, then can be connect to workflows, can be auto populated with case record or person specific data, and can be transmitted and timestamped. | Meets out of the box | |
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|---|---|---|---|
| **3.1.1.16** | System must support the ability to generate correspondence to an individual, a group of individuals with similar characteristics, or to a predefined distribution list. System must support templates as form letters, fill-in form letters, customized form letters, or custom letters using integrated Hyper Text Markup Language (HTML) editor without Microsoft Word. System must support capability to create output in hard copy, paper letters, emails, or Google Docs. | Meets out of the box | |
| | | | |
| **3.1.1.17** | System must support user addition of notes, complaints, inquiries, tasks, calls, and other vital data to person and case records in accordance with role-based security permissions that include view, add, edit, and delete levels of access. System must support role-based case assignment/ownership, task delegation, and case transfer both individually and as a group, to, among, and between users. System must provide for customizable workflows incorporating the steps and statuses already available in the standard workflows and incorporating automatic generation of related tasks. | Meets out of the box | |
| | | | |
| **3.1.1.18** | System must allow agency to attach an actual or estimated cost per activity unit to all activities within the workflow to enable estimates of the activity cost of providing complete handling and investigatory services. | Meets out of the box | |
| | | | |
| **3.1.1.19** | System must include monitoring functionality allowing progress to be monitored and alerts/reminders generated when workflow nears completion or needs approval. | Meets with configuration | |
| | | | |
| **3.1.1.20** | System must provide means for administrators to update the look and content of the public facing portal and the administrator created content on associated weblinks. | Meets out of the box | |
| | | | |

| 3.1.1.21 | System must provide a public facing portal that enables modification of text size and other page appearance qualities to comply with the Americans with Disabilities Act (ADA) standards as well as industry standard login/password requirements. System must provide a customizable web form incorporating a CAPTCHA response test. | Meets with configuration | Public facing Online Intake Service is included in our proposal. We will configure a form that can be embedded in your website. The form will then inherit all the CSS from your main website. Our form can also incorporate a CAPTCHA. |
|---|---|---|---|
| | | | |
| 3.1.1.22 | System must enable administrative development of data field labels, characteristics, and picklists. System must also enable users to search picklists using drop down menus. | Meets out of the box | |
| | | | |
| 3.1.1.23 | System must allow automation of business practices of the agency and allow administrators to create workflow within the application. System also allows for users to set a specific list of favorites, such as searches, templates, and contacts. System must also provide comprehensive standard reports and graphics, including management reports for operational, performance and outcomes, incorporating conditions highlighting for important variances to targets. | Meets out of the box | |
| | | | |
| 3.1.1.24 | System must provide capacity to create and generate comprehensive case reports, pre-formatted, relevant to the review/investigation type, the reader, and level of detail required. System must provide for historical reports to show trends and comparisons between time periods. System must provide for generation and distribution of standard and ad-hoc reports at regular intervals as set by users with role-defined permissions. System must provide a library of standard reports supporting common aspects of case management and investigatory practice. System must provide ad hoc report generator for enterprise management, with capacity for ad hoc report criteria to be saved for future reports. System reporting engine must allow report writers to create, publish, schedule, and distribute standard and ad hoc reports in varying formats including graphs and charts. | Meets out of the box | |

| | | | |
|---|---|---|---|
| | | | |
| **3.1.1.25** | System upgrades, enhancements, and error corrections must be at no additional cost/charge when such upgrades, enhancements, and error corrections are generally made available to its other clients of similar systems at no additional cost/charge. | Meets out of the box | |
| | | | |
| **3.1.1.26** | System must enable a public facing web form and a public use email to integrate and populate, as specified by the administrator, to contact, person, or case records to avoid duplication of data entry. | See Notes | We are not providing email. Any emails that the agency recieves can be uploaded into the case management system.  Public facing web form is included in the proposal. |
| | | | |
| **3.1.2** | Vendor must actively provide a statewide case management, customer relationship management, or investigations management system to a minimum of three state agencies. Evidence of compliance with requirement shall be provided with bid. Vendor must provide contact information including contact name, phone number and email address of a director (or equivalent) of a program where they have successfully installed and supported an Enterprise level, Cloud-based statewide case management system. Evidence of compliance with requirement shall be provided with bid response. | Meets out of the box | |

# The CMTS Solution: Case Management for Investigators

> *WingSwept is committed to serving the investigative community with a focused, intuitive case management product that will meet their needs for the for years and decades to come.*

If you are an investigative agency and are looking for a better solution to manage the secure storage, retrieval, and reporting of case data, CMTS is the product designed to meet your agency's needs. Its flexible design ensures that each agency can run the same codebase yet have unique naming conventions, workflows, and user configurations. It is responsive and web-based and is designed to be accessed by a web browser. This means that the product is fully usable across PCs and tablets without requiring software to be installed on any of these devices.

*CMTS was built from the ground up for government investigation agencies. It enables an agency to easily configure their software to match their specific needs. It doesn't require any custom code or an array of add-on modules to accomplish this.*

WingSwept currently has 60+ investigative agencies using the CMTS system. Each of these agencies enjoy software updates, which are provided to all customers around twice a year as a part of their annual maintenance contract. They also have access to a technical support staff based in our headquarters in Garner, North Carolina, ensuring no disconnects between subcontractors and client agencies.

Changing case management systems can be burdensome. Because of this, one of the most attractive elements of CMTS is its long-term reliability and durability. The system has remained stable, modern and affordable for over a decade, and as a result WingSwept has retained over 95% of all agencies that selected CMTS for their case management needs.

## ① The Case Management Timeline

CMTS was designed to make every step of an investigative team's process easier and more efficient, from the time an investigative team first receives a complaint to final case disposition and beyond.  While every agency has a different case workflow, most progress through a few similar phases.  Here's how CMTS enables investigators to maximize efficiency during each phase of an investigation.
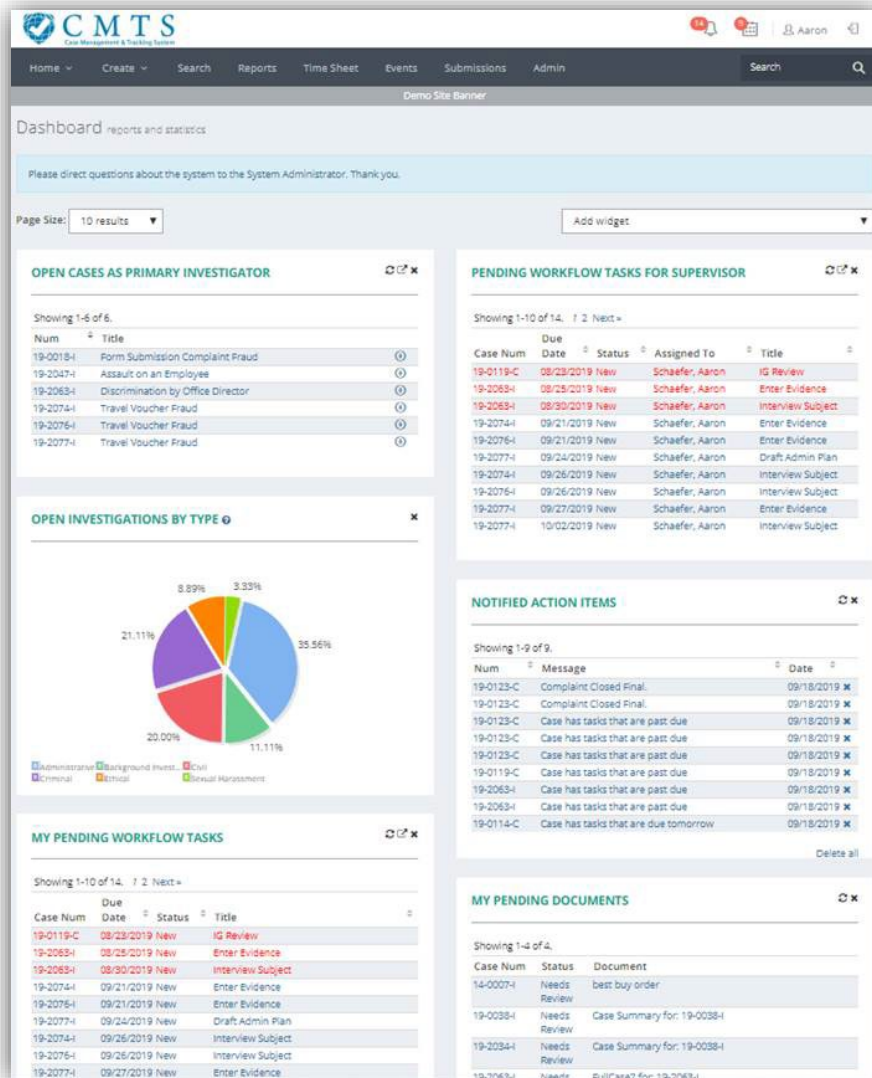


*Figure 1. Each user will see their own dashboard when they log in, which shows time-sensitive action items, assigned cases and aggregated data most relevant to them.*

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## 1a    Initial Receipt of Complaint

*Cases are often initiated as a result of a tip or complaint. When complaints are received, investigators perform preliminary work to determine if they are responsible for oversight of the alleged behavior and if the complaint is legitimate. In addition, some agencies initiate investigations or inspections themselves at recurring time intervals. Both situations require a new case to be created.*

### Case Initiation

The CMTS Case Initiation page ensures that this process is completed quickly and correctly. To create a new case, users navigate to the Create Case option from the top navigation bar. WV DHHS FCO can configure the fields which are presented on the Case Initiation page, and which ones are required in order to create a case in the system. Most clients find that the vast majority of the fields they need are available as preset options in the system, but if a desired field isn't already present as an option within CMTS, you can easily add one by creating a custom field. Custom fields can be open fields, dropdown fields, or other formats desired by the agency.

### Intelligent Search

An Intelligent Search feature will actively search for similar persons who have already been entered into the system, speeding data entry and helping to ensure that this person's association with multiple cases is known to investigators. If your agency wants to import a list of person records to search against (from an up-to-date agency CRM, for instance), this can be done periodically to maintain a current list of employees to search against.

### Data Access Restrictions
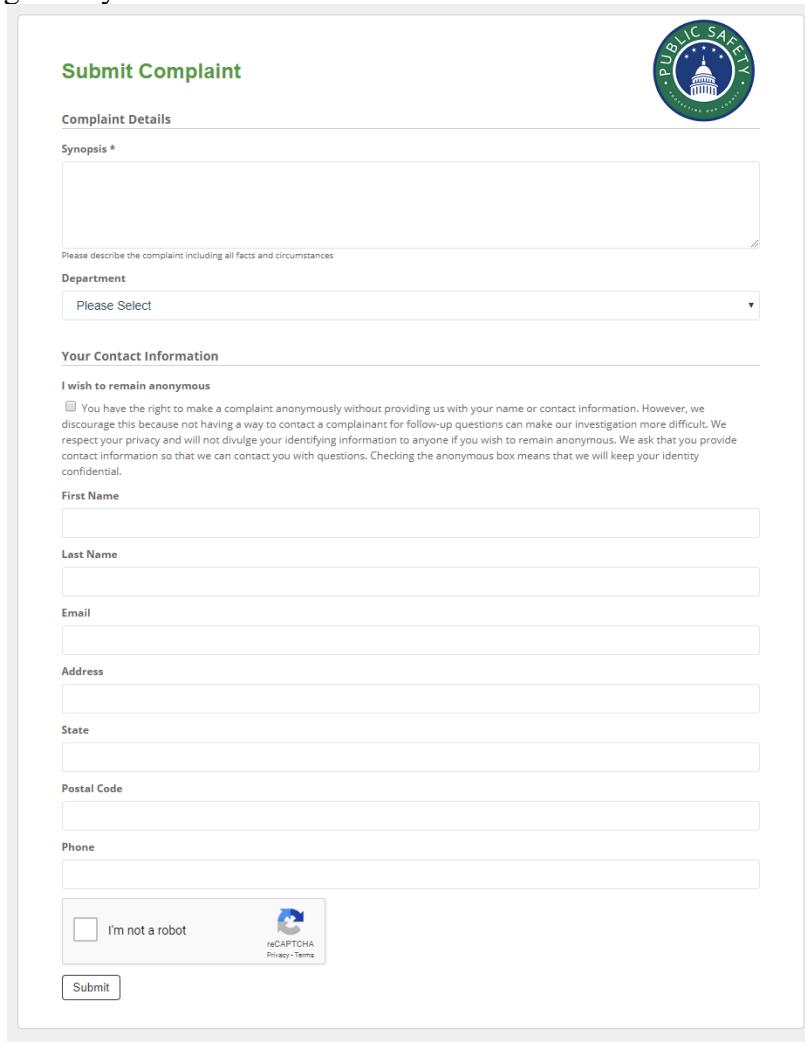
In agencies where team members initiating cases do not participate in investigations, permissions can easily be configured to restrict these team members from viewing cases. In fact, CMTS has highly configurable permissions settings which restrict access to case information to the team members who require access to perform their job duties. This permission settings, like most CMTS configurations, will be decided before the product is launched but can be easily changed by an administrator.

### Online Intake Service

The effort required to initiate a case from tips or complaints can be further reduced with the Online Intake Service module, which is the only optional module for CMTS. This module provides a web form that is modern, spam-resistant, and easy to update. The form can easily be inserted onto WV DHHS FCO's existing website and allows CMTS to import complaints submitted online directly into the system. In addition to streamlining the process of bringing new cases into the system and preventing data entry errors, it also ensures the timestamp data is correctly transferred into CMTS from the original complaint.

We will configure the Online Intake Form to capture the incident information that your staff designates relevant to each specific case type. These form fields will then be displayed on the public facing web form to be completed by a citizen or employee. Upon submission, this information is automatically migrated into CMTS as a new case or incident, depending on the terminology used by your agency. Supervisors will subsequently receive a notification of the incident and be able to assign the case to a member of your staff.

The person submitting these incidents can remain anonymous if they choose. The system will provide a reference and tracking number for each incident. Complainants will have the ability to follow up on their submissions to check its status, as well as respond to questions regarding the incident asked by an agency employee. An example of the intake form is below; please note that the fields can be configured by WV DHHS FCO.



*Figure 2.: The Online Intake Service inserts a spam-protected form into your agency's website.  This form is pulled into CMTS, but allows further review before acceptance.*

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## 1b     Team-Based Management of Case Investigations

*Once a case is initiated, it is assigned to an investigator and work on the case begins. Some activities must be completed for all cases, while others may or may not be required. The activities required are generally based on the specifics of the case. Case management software should direct cases through the proper workflow and ensure that mandatory actions are completed throughout the investigation.*

### Case Workflows

Case workflows form the core of the CMTS advantage. Nearly everything within a workflow will be configured to match WV DHHS FCO's needs, including case types and stages, investigators, allegations, locations, targeted completion dates and requirements to progress to a new stage.

Any type of case data not collected in CMTS by default can quickly and easily be added to an agency's configuration. We've worked with dozens of investigative groups, and each of them requires different information. Because of this, most CMTS customers have added at least one custom data collection type to their case workflow. Only relevant form fields will be shown for a given case, and the system prevents users from progressing when required fields aren't completed.

The system also works to prevent errors. Because case workflows will be pre-configured to match that of WV DHHS FCO, the system will prompt the user on next steps required to progress the case or will alert the next person or team responsible for progressing the case that it is ready for their input.

Throughout the case, the workflow configuration helps to ensure that no information falls through the cracks. Action-based notifications alert team members or supervisors when their input is needed to progress a case. Time-based notifications reduce time a case sits idle by alerting investigators when a case has been dormant for a preset period of time. Each agency has unique workflows and timelines, and CMTS will be configured to match WV DHHS FCO's needs before the system goes live.
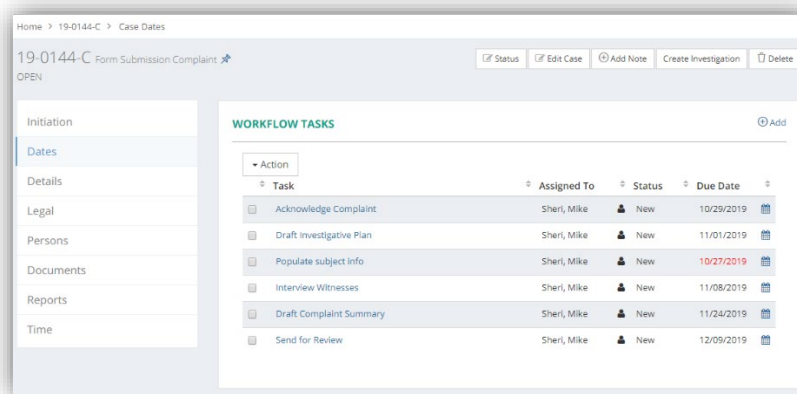
*Figure 3. Workflows will be configured for each type of available case, and they will be designed to prevent errors in data entry and case progression.*

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## (1c) **Evidence and Case Document Storage**

*Many types of evidence are gathered in the course of an investigation, including electronic documents, recordings, interview transcripts, and physical evidence. Additional documents are created by investigators to document the investigation, draw conclusions, and recommend actions to address the uncovered issues. A case management system should provide a centralized, searchable repository for this information while also allowing the agency to easily meet its document retention policies.*

The CMTS Documents Page provides a centralized location to store all digital media associated with a case, including documents, audio or video recordings, interview transcripts or any other type of file. Text-based files are indexed for searching, and metadata such as the upload date and activity date are also tracked. Each file is associated with the relevant case to prevent any confusion about how or why it was collected.

Notes on any physical evidence collected to support a case can also be recorded in the system. The evidence page can track information such as the date physical evidence was obtained, where it is stored, a description of the item and when it was disposed. CMTS also includes features designed to prevent accidental errors due to collective work on a case. A version tracking system ensures that each change to a document is chronicled within the system; these versions can be retained or expunged when a case is closed, depending on WV DHHS FCO's preferences. The system also alerts users who try to make changes to a document which is in active use by another team member; this prevents changes made by one team member being accidentally overwritten by another.

The documents section will also include templates to reduce the amount of time needed to produce paperwork during the investigation process. These templates can include any standard agency language as well as case-specific information to customize these documents to the recipient. One example of a document template used by some CMTS customers is a letter sent to all investigation subjects when a case reaches a certain stage.

*One important element of a case management system is the ability to search text-based documents. CMTS searches and indexes Word, Excel and PDF files for future searching.*
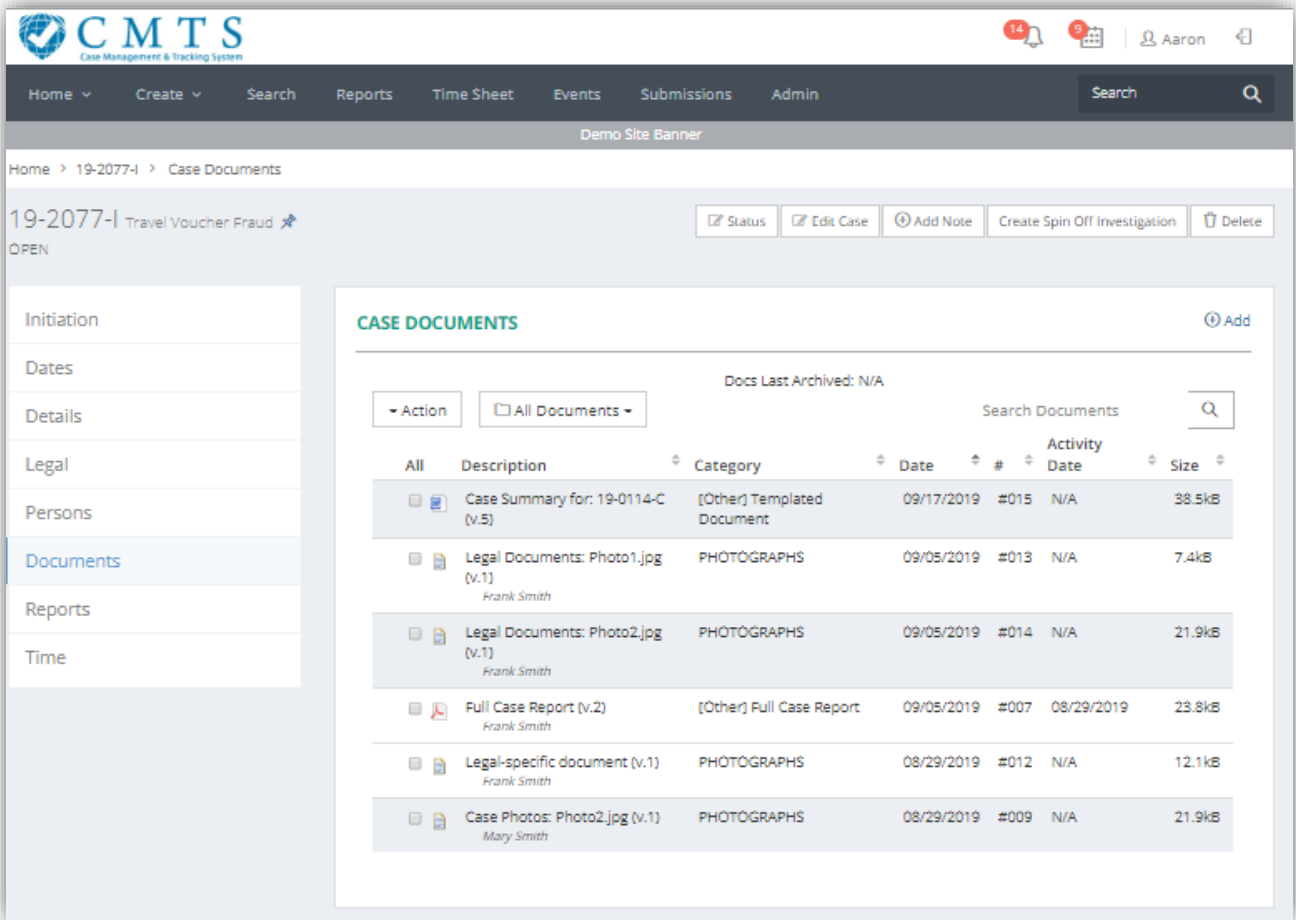
*Figure 4. The versioning system within CMTS ensures working documents such as case reports are not inadvertently overwritten.  Each time a file is updated, it is saved as a new version.  A check-out system also ensures two users aren't editing at once.*
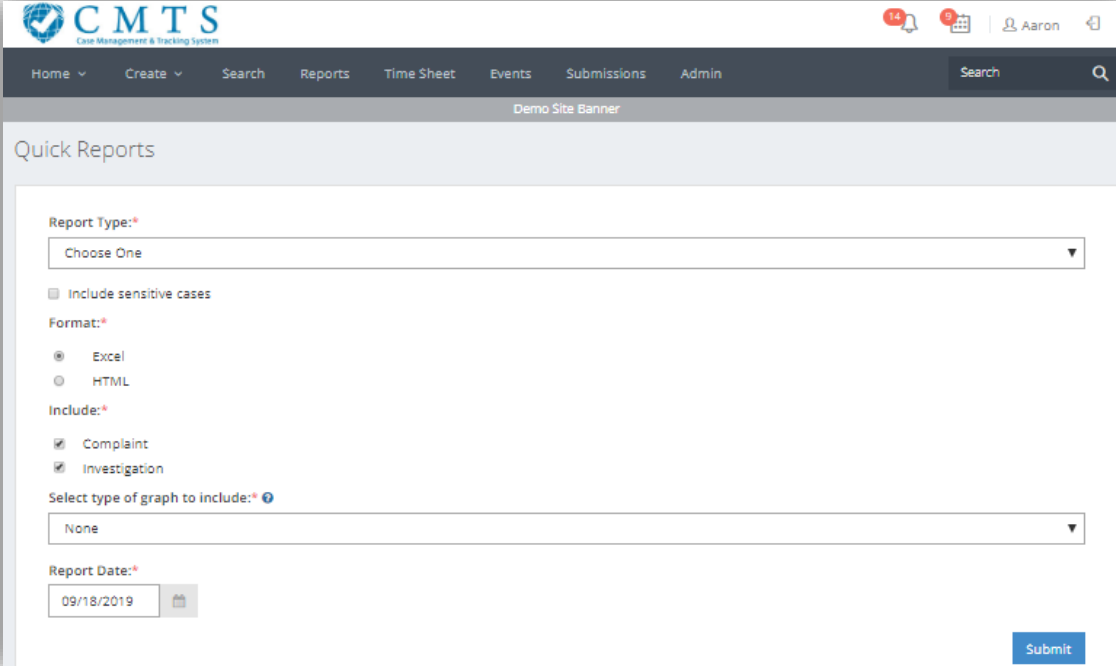
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![WingSwept logo]

## (1d) Final Case Reports and Aggregated Activity

*Reporting requirements are a major time commitment for many investigative agencies. Individual case reports need to be thorough enough to stand up to scrutiny if a finding is challenged in court. Many agencies are also responsible for reporting team activity to oversight agencies. A case management system should reduce the amount of time required to produce both types of reports.*

At any point during an investigation, a comprehensive case report can be generated through the Reports section on any given case. This report serves as a snapshot of the case at a point in time, and once generated this document can be accessed through the documents page. Any number of snapshots can be taken, and each will be preserved until deleted.

These reports are particularly helpful when investigative teams are creating their own final case documentation. CMTS's case report can quickly generate a comprehensive report of all the activity undertaken on a case. This document can be generated using a template that includes WV DHHS FCO's letterhead if desired, increasing consistency between reports and dramatically reducing the amount of time required for investigative staff to draft their final report.



*Figure 5. Quick Reports allow users to export nearly any type of data from the system with just a few clicks. These include both customized and ad-hoc reports.*
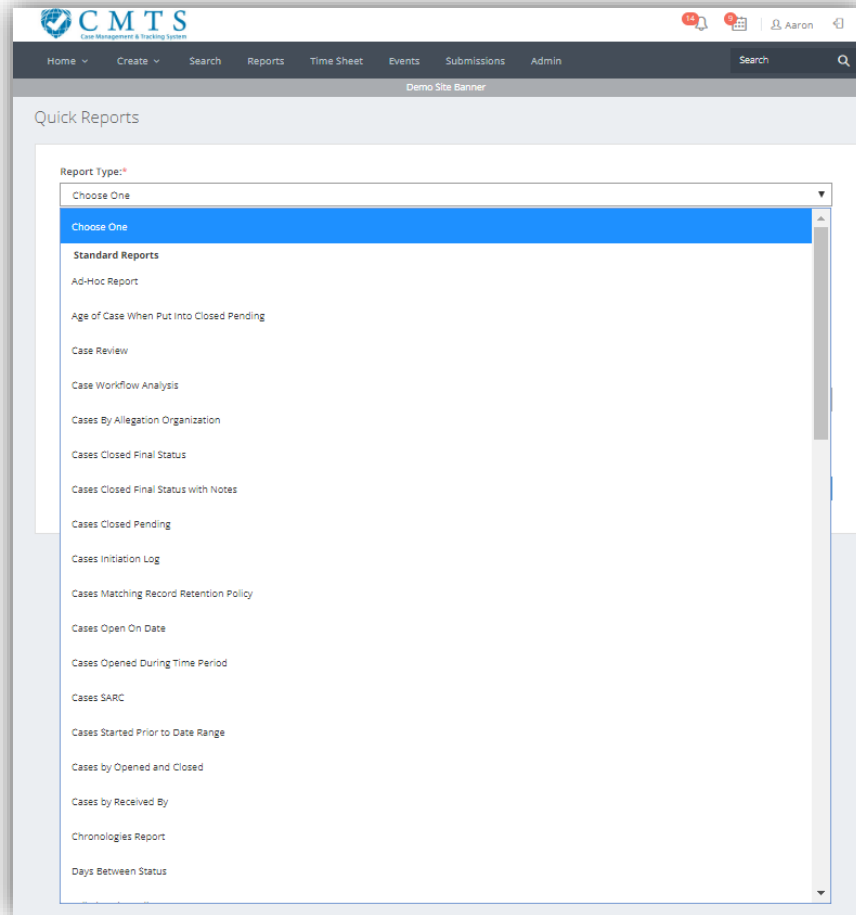
In addition to reporting on a single case, CMTS can report a wide range of aggregated case data to help with task prioritization, efficiency measurement and reporting to oversight bodies. CMTS has developed over 40 pre-configured reports to help our customers do each of these things more efficiently for a comprehensive list of pre-configured reports). These reports were designed with input from Inspectors General offices, ethics agencies, Ombudsmen's offices and other investigative groups at the local, state and federal levels of government.

Each agency has their own unique reporting requirements, and CMTS also provides for this. CMTS's purchase price includes configuration of up to three reports unique to WV DHHS FCO – these custom reports will be located in the Reports section when the product goes live. Many customers ask for one of these reports to provide the data required by their oversight body. Once configured, this report dramatically reduces the amount of time required for agencies to gather the information needed to build this oversight report.

Ad-hoc reports can also be generated at any time by system users by selecting the relevant criteria and a report format. Ad-hoc reporting is comprehensive – data can be retrieved from nearly any data field in the system. These ad-hoc report configurations can also be saved for future use and can optionally be shared with other team members.

*Figure 6. The base price for CMTS includes up to three reports configured specifically for your agency's needs. The platform also includes over 30 pre-configured reports designed to meet the needs of investigators.*

*Users can also easily create ad-hoc reports, which can be saved and shared with other users if they're useful for the entire team.*

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## 1e  Search Capabilities and Historical Case Lookup
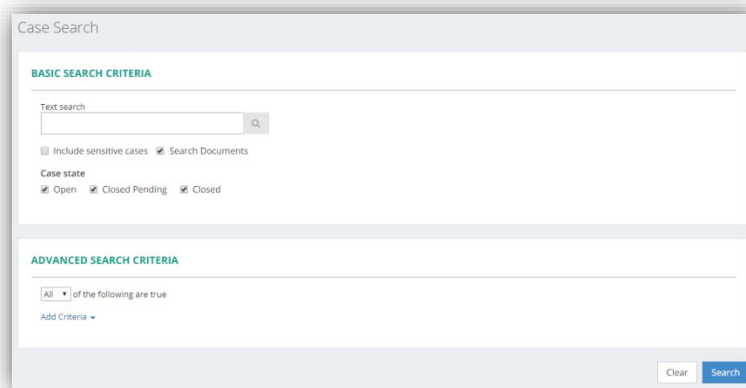
*Investigators spend much of their workday uncovering facts, but they shouldn't have to work hard to uncover information stored in their case management system.  When you're looking for information on a case that was closed yesterday or five years ago, a case management system should make it easy to find.*

CMTS provides many ways to easily access both current and historical case data.  The most convenient method is the User Dashboard, which presents upon login to CMTS.

Every user has a unique dashboard, configured to show the most relevant information to that person's job.  A manager's dashboard will likely provide a high-level view of open cases, including those that are behind schedule and those that are most active.  It can also provide statistics on completed cases or financial recoveries which are used by oversight agencies to justify the agency's value and judge its effectiveness.  An investigator's dashboard is much more likely to show specific action items needed to move cases forward.  The dashboard can also serve as a centralized notification area, showing recent notification alerts received over email on cases requiring their input.

Another easily accessible method to find case data is a search bar, which is located at the top right of every page. When a user searches with this Quick Access search bar, it will return any information in the system that matches their search query, provided that the specific user has the necessary permissions to access the data.  The search results include both case data and any uploaded documents which have been indexed for searching.

An advanced search is available by clicking Search on the top navigation bar of any screen.  This search can be narrowed by field; most case data fields stored in the system can be searched, including case numbers, person names and case status.  The results of the advanced search also include case data and any indexed documents uploaded to the system.

*Figure 7. CMTS includes both basic and advanced searching – basic searching is quick, while advanced searching allows filtering by nearly every data field in the system.*

## (2) Security and System Administration

Because CMTS is a web-based product, it can be accessed using any type of device provided it has a web browser and an internet connection. Accessing CMTS through a mobile device does not require an app, and the product retains its full functionality across any type of device. PCs, like mobile devices, require no software other than a web browser to be installed in order to use CMTS.

Confidentiality and data security are of upmost importance to investigative teams. CMTS is a FedRAMP Moderate, cloud hosted, SaaS product hosted through Amazon Web Services. All security protections including data redundancy, disaster recovery, and access meet FedRAMP Moderate standards. CMTS allows for SSO via OAuth or SAML.

WingSwept also offers onsite hosting for agencies that wish to host their data inside of their agency's network.

Our hosted option requires no involvement from agency IT staff, and hosted users are always running the most up-to-date version of CMTS. Data is stored externally at a secure facility; each customer's software is running in a dedicated instance, we back up nightly. Backups are tested periodically to ensure that they will allow us to restore your data in the event of an outage.

User role permissions are set on a feature-level basis, and CMTS can support as many user roles as are present at WV DHHS FCO. Each user may have one or more roles depending on job functionality. Some customers have staff members who have access to input new allegations, but not to see information on existing cases. Other agencies choose to prevent investigators from seeing information not pertinent to their own cases, or limit access to cases flagged as especially sensitive. The most restrictive levels of access are typically those that change software settings or delete information; these capabilities are typically reserved for system administrators.

While technical staff often assist with twice-yearly product upgrades for on-premise installations, configuration of CMTS is straightforward enough for investigative team managers to handle day-to-day system administration at many agencies. This allows investigative teams to make needed changes to the system without involving agency technical staff, reducing the time and effort required to align the software with any new processes or personnel.

> *CMTS requires no technical expertise to manage from day to day – it is designed to allow members of the investigative team to act as system administrators.*
>
> *If your agency does encounter any problems, our technical staff is always happy to help resolve them!*

# Ongoing Support

WingSwept SaaS Licensing provides for continued software updates and maintenance as well as phone/email support of the product. During the deployment phase, WV DHHS FCO will have a dedicated onboarding consultant to lead web sessions and address any questions or concerns. Additionally, our team is available to address any issues that need to be escalated for resolution. WingSwept's maintenance and support timeframe is found in Appendix C of our CMTS SaaS License – Cloud Services SLA. We have an escalating response window from one day to one hour depending on the functionality of the system, with work stoppage issues being a priority. Technical issues that are related to being unable to access the software will be handled by WingSwept's networking support team on business days during the hours of 8:00 a.m. to 5:00 p.m., EST. Emergency after-hours support will also be available within commercially reasonable timeframes by WingSwept's on-call staff.

# Project Goals

WingSwept has a 100% on-time, on-budget implementation record for the 60+ clients using our product. Our implementation rate can be credited to WingSwept's belief that customer experience is a major factor in a product's performance. CMTS is tailored for government investigators, a very specific audience; this focus results in a product that is easy for our clients to learn and use and is straightforward for WingSwept to implement and support.

> *WingSwept has a 100% on-time, on-budget implementation record for CMTS implementations.*

Our project management philosophy is aligned with the mission statements of many of our clients; we focus on enhancing performance by eliminating waste. We believe that case management software with a wide focus is inherently wasteful. This is because:

- **A product that supports all types of customers serves none of them well**. For over ten years, CMTS has maintained a focus on government investigators and auditors. Their needs guide our support processes and our product development. We do not sacrifice product functionality or ease-of-use to incorporate features that do not benefit our core audience.

- **Not all functionality is positive.** Unused features negatively impact users. The code required to support unused features can reduce software responsiveness and stability. Unused features also make the product more difficult to navigate and use. Because we serve only government investigators and auditors, the product carries no 'baggage' in the form of features that have no value to investigative teams.

- **Product value is judged by how well it enables customers to achieve their objectives.** While "checking all of the boxes" might earn new clients, retaining them requires enabling better results. We focus on continuously delivering and supporting a product that improves

the efficiency and effectiveness of investigative teams. As a result, our client retention rate exceeds 95% over the course of CMTS's decade-long lifespan.

When WingSwept's implementation specialists are bringing a new client agency on-board, we are focused on bringing value to the agency. We know that a software implementation process that requires hundreds of hours of work to launch (or one that requires intensive effort on the part of a client's employees) destroys a substantial amount of value before any is ever created.

> *Because the CMTS codebase is used by over 60 agencies, you can be confident that it is stable and effective. Once your instance has been configured, however, it will feel like it was designed for your agency. This is due to the onboarding configuration process, which will take place in the weeks before the system goes live.*

While CMTS was designed from the ground up to be an intuitive case management system, the biggest factor in its ease of use lies in the configuration process. When the system is launched at WV DHHS FCO:

- **User Dashboards** are uniquely configured by each user, ensuring that they have easy access to the data most relevant to their job. This can include notifications and alerts, activity by other members on assigned cases, and aggregated case data supported by charts and graphs.

- **User Roles** will be configured with the appropriate access and permissions to match WV DHHS FCO's specific needs. Any number of roles can be created, and system access can be controlled for each of them at the feature level. Users will each access a system designed to meet their needs and each user will have the level of platform access they need to complete their job.

- **Case Workflows** will be configured to ensure that each case progresses through your investigation process without any missed steps. Specific actions or approvals can be required before progressing beyond each stage of an investigation. Notifications can be set up to alert investigators and supervisors if a case has progressed to a certain phase or has been idle for a period of time chosen by WV DHHS FCO.

- **Data Fields** in nearly every section of the system will be configured for WV DHHS FCO. Unused data fields can be disabled to reduce wasted visual space and confusion. Any data field options not already present in the system can be added via Custom Fields, which can be tracked, searched, and reported on.

- **Custom Reports** are available for situations where pre-configured reports don't exist. Up to three custom reports are included in the cost of the CMTS purchase and will be configured before product launch. Additionally, any number of Ad-hoc Reports can be created, saved, and shared, as can custom Views. Our customer service team will happily work with WV DHHS FCO both before and after launch to ensure that the Reporting feature is providing you with the information you need to complete tasks as efficiently as possible.

- **Post-Launch Configurability** is a key benefit of CMTS and a major factor in our 95% customer retention rate since CMTS's initial product launch. Creating new data fields or disabling existing ones is as easy as selecting a check box and will not affect the integrity or searchability of the system. Even workflows can be modified to match your processes as they change over time. This ensures that your CMTS will become a more effective tool for WV DHHS FCO over time.

- **Future CMTS Product Development** is heavily influenced by the community of investigators that form our customer base. Product upgrades are included with the License, and customers are provided opportunities throughout the year to recommend new product features. Those with the most potential to benefit a wide range of investigative agencies are placed on the development roadmap, ensuring that the product continues to grow and better support investigators and the work they perform.

- **The most intuitive investigative case management system available.** While this level of configurability may seem overwhelming, it actually creates an extremely straightforward user interface. Any options not used by your agency will be disabled and will no longer be displayed. What remains is a system designed to match WV DHHS FCO's workflows, data and nomenclature as closely as possible. In fact, most CMTS users require fewer than four hours of training to be comfortable using the system to assist them in their daily job duties!

CMTS QuickStart Implementation Schedule for Success



CMTS Schedule for Success
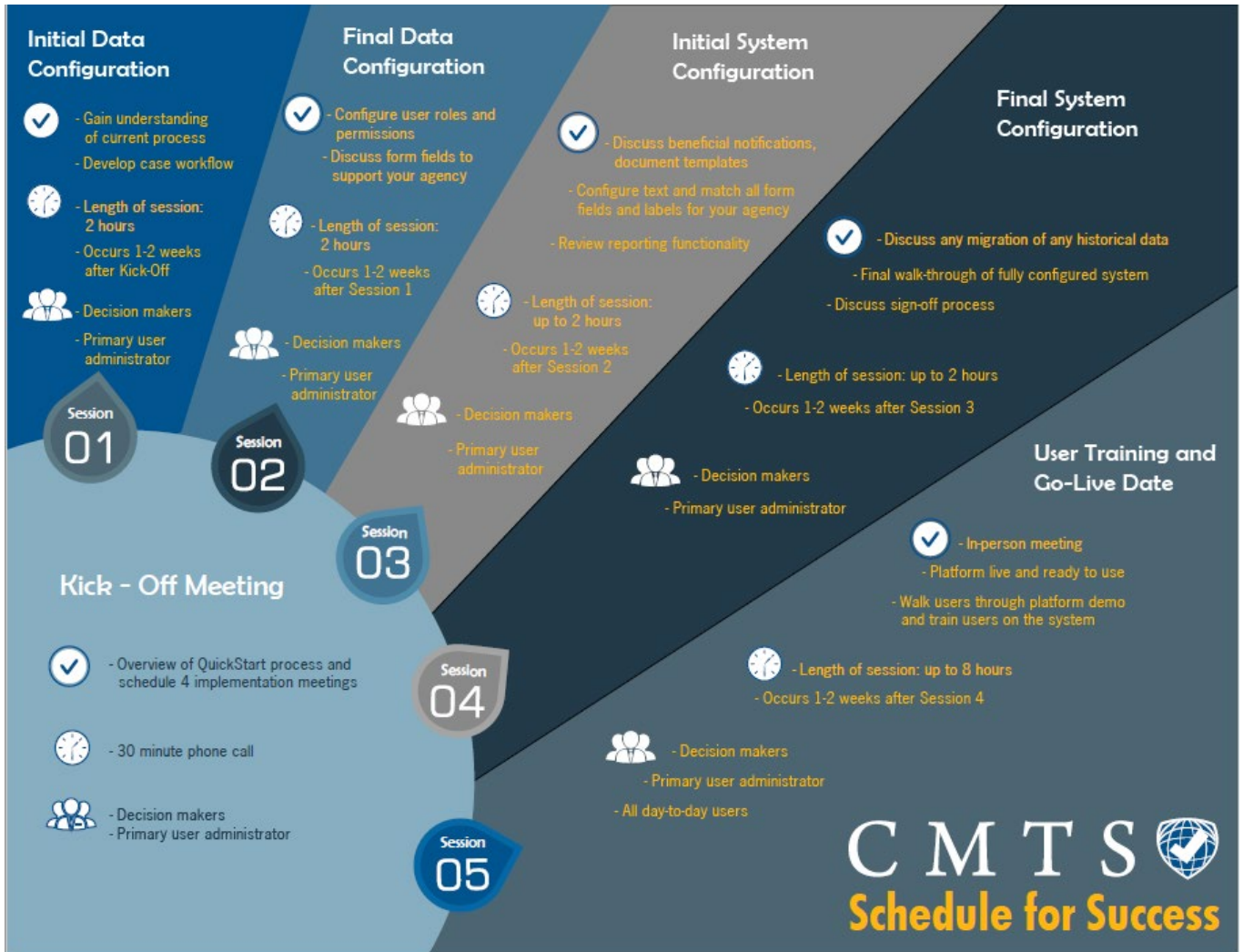
# Attachments

Please find the following attachments that are included with this proposal:

- WingSwept CMTS SaaS License Agreement
- CMTS SaaS Cloud SLA
- CMTS SaaS QuickStart Training SLA
- Online Intake Service SLA

# WingSwept
# Service Level Agreement - CMTS Online Intake Service Agreement
# For
# Kansas Office of the Disciplinary Administrator

Submitted April 19, 2023

*WingSwept, LLC*
*800 Benson Road*
*Garner, NC 27529*

*(919) 600.5102*

# Online Intake Service Agreement

THIS ONLINE INTAKE SERVICE AGREEMENT is entered into by and between WingSwept, LLC, a North Carolina limited liability company ("WingSwept") and _ Kansas Office of the Disciplinary Administrator __ ("Agency"), effective upon WingSwept's receipt of an approved and signed Purchase Order submitted by Agency.  WingSwept and the Agency are sometimes referred to hereinafter as a "Party" or collectively as the "Parties."

WHEREAS, WingSwept offers an online intake service option for Case Management & Tracking Software ("CMTS"), which allows for a web form to be set up and housed off-site in secure data center(s) and able to send data to CMTS; and

WHEREAS, the Agency has engaged WingSwept to provide Online Intake Service for the Agency's benefit; and

WHEREAS, WingSwept agrees to provide the Online Intake Service to Agency upon the terms and conditions expressed herein.

NOW THEREFORE, in consideration of the promises, covenants, and agreements as set forth herein, the Parties hereto agree as follows:

1.  AGREEMENT.  As referred to herein, "Agreement" means this Online Intake Service Agreement, together with all policies and addenda that are incorporated herein by reference, including the CMTS License Agreement.  This Agreement sets forth the terms and conditions that apply to the Online Intake Service.

2.  DOCUMENTATION.  Any written materials that WingSwept may provide to the Agency regarding or relating in any way to the Online Intake Service, including any printed or digital materials.

3.  INFRASTRUCTURE.  The datacenters, security devices, cables, routers, switches, hosts, computer nodes, physical servers, and other equipment that WingSwept uses to host Virtual Servers.

4.  VIRTUAL SERVER.  One of any number of isolated server emulations running on a single physical server located on the infrastructure.

5.  CLOUD ENVIRONMENT.  A managed Cloud application that is running on the Subcontractor's cloud infrastructure.  The Online Intake Service is a multi-tenanted environment.

6.  BUSINESS DAY.  WingSwept defines business day as Monday through Friday, 8:00 am – 5:00 pm EST, except U.S. Federal Holidays and WingSwept Standard Holidays as defined each year.

7.  SERVICES.  All setup and maintenance of cloud servers to host the Online Intake Service, all setup and maintenance of the online form, and any related support services or Documentation we may provide, are collectively referred to in this Agreement as the "Online Intake Service." The Online Intake Service, including all Cloud Environment, are managed.  The CMTS Online Intake Service form server setup provides for multi-tenant architecture on the environment.  The monthly CMTS Online Intake Service provides data storage and support as defined by this Agreement.

8.     SUBCONTRACTOR. WingSwept offers Online Intake Service form server through what will be referred to herein as a "Third Party Provider." The Third Party Provider is Amazon Web Services ("AWS"). AWS is a FedRAMP Compliant Cloud Service Provider that provides trusted, cloud-based solutions for the CMTS Online Intake Service server and storage.

9.     TERM. The term of this Agreement ("Term") will begin upon the Agency's submission of an approved purchase order with authorized signatures for purchase of CMTS Online Intake Service. The Term will be twelve (12) months from the purchase order date unless specified differently in the quote/purchase order. Agency shall provide sixty (60) days written notice prior to the end of the Term, of its intent to renew the Term of this Agreement.

10.     SUSPENSION AND TERMINATION BY WINGSWEPT. (a) FOR CAUSE. WingSwept may immediately (and without prior notice) suspend or terminate all or part of the Online Intake Service by sending Agency a written notice of termination if one or more of the following occurs: (i) WingSwept discovers that Agency provided false information upon registration for the Online Intake Service, or that Agency lacked the capacity to enter into this Agreement at the time of its consummation; (ii) WingSwept determines, in its sole discretion, that Agency's use of the Online Intake Service poses a threat to the security or performance of WingSwept's network or to any of its clients or suppliers; (iii) WingSwept determines, in its sole discretion, that Agency's use of the Online Intake Service is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) WingSwept reasonably believe that Agency's use of the Online Intake Service has or will subject WingSwept to civil or criminal liability; (v) Agency becomes the subject of an involuntary or voluntary bankruptcy or similar proceeding, or Agency assigns all or substantially all of its assets for the benefit of creditors; (vi) Agency fails to make any payment when due; (vii) Agency uses cloud resources in an attempt to gain unauthorized access to computer systems (i.e., "hacking"); or (viii) Agency breaches any of the other terms and conditions in this Agreement. (b) WITHOUT CAUSE. WingSwept may suspend or terminate all or part of the Online Intake Service in the absence of cause by mutual agreement of the parties. All fees for the Online Intake Service rendered prior to the date of termination shall be due and payable upon the normal billing cycle.

11.     TERMINATION BY AGENCY. Agency may terminate this Agreement at any time prior to the expiration of the Term by providing ten (10) days written notice to WingSwept. If Agency terminates this Agreement prior to expiration of the Term, all fees for the Online Intake Service for the remaining period under the Term shall be due and payable at the end of the ten (10) day notice period.

12.     FEES AND BILLING. (a) Agency agrees to pay all fees for the Online Intake Service according to the purchase order and if applicable the fee schedule set forth in Appendix A. All fees for the Online Intake Service are payable in U.S. dollars and will be charged in advance of services with a purchase order. The fees for the Online Intake Service will be based on number of forms needed and usage. Agency will be notified prior to expiration of the Term to choose to execute follow-on contract arrangements. Should Agency fail to make timely arrangements to cover follow-on contract arrangements, Agency may experience suspension of service and lose access to Online Intake Form data. Agency will be responsible for a reinstatement fee associated with follow-on contract should there be a gap in services. (b) PAYMENT PROCESSING for federal customers, EFT through the treasury is an approved payment method. Payment is also accepted by check.

13.     AGENCY RESPONSIBILITY. The Agency is responsible for determining the information to be captured in the online form. The Agency must provide this information to WingSwept. Once the form is set up in the form server, the Agency is responsible for mapping the form fields to existing fields within CMTS and including the Online Intake service on a web page. Options for including

the form on your webpage are in *Appendix C*.  The Agency is responsible for all connectivity of the form hosted on Agency website.  WingSwept will provide documentation to assist with the mapping process.  Once set up, the Agency will be responsible for reviewing all form submissions into CMTS.  The Agency is responsible for all usage of the Online Intake Service, non-usage will not result in refund.

14. SECURITY.  WingSwept's CMTS and CMTS Online Intake Service is FedRAMP moderate accredited and undergoes an annual third party assessment of the environment.  The FedRAMP security package and documentation is available through the FedRAMP.gov website.  WingSwept conducts Continuous Monitoring of the environment as part of the security package. WingSwept's Third Party Provider securely and confidentially houses sensitive case data away from Agency data centers and personnel that may become the subject of investigations.  The Third Party Provider's highly secure data centers utilize state-of-the art electronic surveillance and multi-factor access control systems.  Data centers are staffed twenty-four hours a day, seven days a week, and three hundred sixty-five days a year by trained security guards, and access is authorized strictly on a least privileged basis.  Environmental systems are designed to minimize the impact of disruptions to operations. The Third Party Provider's IT infrastructure provides alignment with many IT security standards, including: FISMA, DIACAP, and FedRAMP.  Additional security features include secure access, built-in firewalls, unique users, multi-factor authorization, private subnets, encrypted data storage, dedicated connection option, perfect forward secrecy, security logs, access identification and configuration, and centralized key management.  WingSwept will schedule and check security vulnerability scans monthly.  Additionally, WingSwept will allow the Agency to audit our adherence to the System Security Plan "SSP" on an agreed upon timeframe.

15. BACKUPS.  WingSwept is responsible for backing up all content on the Cloud Servers for the Online Intake Service. This will be accomplished via a combination of creating regular snapshots of file system and database and doing AES-256 encrypted file-level backups of key files and databases. Log files are sent for each backup and reviewed by WingSwept. Retention of key backup files is one (1) year, including changed and deleted files.  Once the agency data is synced from the Online Intake Service to their CMTS instance, it will no longer be maintained on the Online Intake Service environment after a period of time. Once the data is sent to CMTS, the CMTS hosting environment will be responsible for data retention.

16. SOFTWARE.  CMTS Online Intake Service is the primary software for the Cloud Services.

17. MAINTENANCE; SERVICE MODIFICATIONS AND DISCONTINUANCE.  In addition to WingSwept's right to suspend or terminate the Online Intake Service in accordance with Section 10, WingSwept may suspend all or part of the Online Intake Service without liability or prior notice to Agency (i) in order to maintain (i.e., modify, upgrade, patch, or repair) the Software or Cloud Servers; or (ii) as WingSwept determines may be required by law or regulation.  Notwithstanding the foregoing, WingSwept will endeavor in good faith to provide Agency with advance notice of any suspension or termination under this Section 17 in accordance with the notice provisions in Section 19 and WingSwept will provide Agency with notice of the suspension or termination as soon as it becomes practicable to do so.

18. SUPPORT.  Once set up, the Online Intake Service will be provided with live support through your CMTS Online Intake Service Agreement. Technical support will be available through an email ticket or by phone. The WingSwept response time can be found in *Appendix B*.

19.  NOTICES.  (a) FROM WINGSWEPT. Except as otherwise provided herein, notices WingSwept sends under this Agreement must be sent by email to the email address of CMTS primary contact. Agency is responsible for keeping its CMTS primary contact current and accurate at all times. Any notice sent to the then-current CMTS primary contact will be deemed to be received when it is sent even if Agency does not actually receive it. (b) FROM AGENCY. Except as otherwise provided herein, notices Agency sends to WingSwept under this Agreement must be sent either (i) by creating a service ticket; or (ii) by phone to (919) 600-5102.  (c) WHEN EFFECTIVE. A notice under this Agreement is effective when received.  An email notice under this Agreement will be deemed received when sent.

20.  SCOPE OF AGREEMENT; ENTIRE AGREEMENT.  This Agreement constitutes the final and entire agreement between the parties regarding its subject matter, and it supersedes all other oral or written agreements or policies relating thereto.  Additional or different terms in any written communication from Agency are void.

21.  SERVICE LEVEL WARRANTY.  No warranty of services is offered with this Agreement.

22.  LIMITATION OF LIABILITY.  WingSwept (including anyone for whom WingSwept is legally liable) shall not be liable for any loss or damage that the Agency suffers or claims to have suffered (including without limitation any loss or damage to Agency data) unless such loss or damage is caused by WingSwept's negligence.  The parties agree that WingSwept assumes no liability whatsoever for the Agency data that is modified or deleted by the Agency (where the services described in the applicable schedule allow for such functionality).

If WingSwept is found liable, the amount of WingSwept's maximum liability for any and all loss and/or damage (in contract, tort, or otherwise) for any reason arising out of or in connection with this agreement shall not exceed, in the aggregate, the total amount of all fees paid to WingSwept for the service within the prior six (6) months form which such claim arises.  If the Agency data transmitted is insured by Agency, the Agency shall cause its insurers of such Agency data to waive any right of subrogation against WingSwept.

# Appendix A – Maintenance and Support Timeframe

| Operations Impact Type | Mission-Essential Work Stopped | Mission-Essential Work Impaired | Mission-Non-Essential Work Stopped | Mission Non-Essential Work Impaired | Other Mission - Relevant Support Request |
|---|---|---|---|---|---|
| **Response Acknowledgement Window** | 60 Minutes | 120 Minutes | 240 Minutes | 1 Day | 1 Day |

# Appendix B – Options to Include on Web Page

## Option 1 – Embed Script

Here is the script to embed on your webpage.  This is the preferred method since it will maintain the look/feel of your website, and we can still assist if the form needs to be modified.

<script src='https://ois.mycmts.com' type='text/javascript' async></script>

## Option 2 – Standalone URL

You have the option of linking to this page from your website.  The look/feel can be modified to meet your needs.
https://ois.mycmts.com/standalone.html

## Option 3 – Embed the HTML on your page

This option is the least preferred, because we would need someone with access to make website changes any time a change to the form is needed.  If you are going with this option, the HTML can be sent separately.

# WingSwept
# SaaS License Agreement - Case Management & Tracking System
# For
# <mark>Agency</mark>


Submitted <mark>Date</mark>


*WingSwept, LLC*
*800 Benson Road*
*Garner, NC 27529*

*(919) 600.5102*

# SaaS License Agreement

THIS SaaS LICENSE AGREEMENT ("Agreement") is entered into by and between WingSwept, LLC, a North Carolina limited liability company ("WingSwept") and _____ ("Agency"), effective upon WingSwept's receipt of an approved and signed Purchase Order submitted by Agency. WingSwept and the Agency are sometimes referred to hereinafter as a "Party" or collectively as the "Parties." Agency as the organization purchasing and utilizing the Licensed Software described herein shall be referred to herein as the "Licensee."

## RECITALS

WHEREAS, WingSwept has developed certain computer software and is willing to grant Licensee access and use via a hosted network and/or a limited license to such software at Licensee's site or controlled by Licensee in the cloud in on the terms and conditions herein; and

WHEREAS, Licensee has submitted a purchase order to WingSwept for access and use and/or limited license of such software to use for the Licensee's benefit.

NOW, THEREFORE, in exchange for and in consideration of the mutual promises, premises, and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WingSwept and Licensee hereby agree as follows:

## TERMS AND CONDITIONS

1. DEFINITIONS.

   1.1    AFFILIATE.  Any legal entity that controls a party, is controlled by a party, or under common control with that party.  For the purposes of this definition, and as otherwise provided in this Agreement with respect to a party, "control" means the direct or indirect ownership of fifty percent (50%) or more of the shares or interests that are entitled to vote for the directors of an entity or the equivalent, for as long as that entitlement shall subsist, or which exerts equivalent power over management of an entity.

   1.2    DOCUMENTATION. For the purposes of this definition, and as otherwise provided for in this Agreement, "Documentation" means any and all manuals, instructions, and other end user materials that WingSwept provides to Licensee (i) describing the Licensed Software, its functionality, components, technical specifications, capabilities, requirements, or limitations; and, where applicable, instructions on installation, configuration, integration, operation, use, support, or maintenance.

   1.3    INCIDENT.  A single support issue that focuses on one area of the Licensed Software. One Incident may involve several interactions between WingSwept and the Licensee.

1.4     INTELLECTUAL PROPERTY RIGHTS.  Collectively, worldwide patents, trade secrets, copyrights, trademarks, service marks, trade names, or moral rights, and all other intellectual property rights and proprietary rights, whether arising under the laws of the United States or any other state, country or jurisdiction, including all rights or causes of action for infringement or misappropriation of any of the foregoing.

1.5     LICENSED SOFTWARE.  WingSwept's proprietary software known as "Case Management & Tracking System" ("CMTS") and all enhancements, modifications, and updates thereto (subject to Section 2.4).

1.6     TERRITORY.  The [World].

2.  GRANT.

2.1     ACCESS AND USE.   Subject to the terms and conditions of this Agreement, WingSwept grants Licensee, and Licensee accepts, a limited, personal, nonexclusive, nontransferable, non-assignable, annual (subject to Section 6.1) right to: (a) use the Licensed Software for Licensee's internal use only in the Territory; and (b) use of the Documentation provided by WingSwept to Licensee under Section 2.5 (if any) in connection with the grant set forth in Section 2.1(a).

2.2     LICENSE GRANT.   Subject to the terms and conditions of this Agreement, WingSwept grants Licensee, and Licensee accepts, a limited, personal, nonexclusive, nontransferable, non-assignable, annual (subject to Section 6.1) license to: (a) use the Licensed Software, in object code format, installed and stored on one or more local servers at Customer's site or under Customer's control in the cloud, for Licensee's internal use only in the Territory; and (b) use of the Documentation provided by WingSwept to Licensee under Section 2.5 (if any) in connection with the license grant set forth in Section 2.2(a).

2.3     COPIES.  The license granted above includes the right to make a commercially reasonable number of copies of the Licensed Software only as is necessary for archival purposes if Licensee is hosting the system on-premises or through a 3$^{rd}$ party other than WingSwept.

2.4     RESTRICTIONS.  Except as expressly set forth in this Agreement, Licensee acknowledges and agrees that: (i) it shall have no right to use, reproduce, distribute, sublicense, modify, or otherwise provide to third parties, the Licensed Software, in whole or in part; (ii) it shall have no other rights in and to the Licensed Software other than those expressly licensed to Licensee under this Agreement;. (iii) it shall not directly or indirectly disassemble, decrypt, electronically scan, decompile, or otherwise reverse engineer in any manner or attempt to reverse engineer or, with respect to components of the Licensed Software not provided in source code format, derive source code from, all or any portion of the Licensed Software, or permit, assist or encourage any third party to do so; (iv) use the Licensed Software to knowingly (a) infringe on the intellectual property rights of any third-party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import

control, unfair competition, anti-discrimination and/or false advertising); (c) vault defamatory, trade libelous, unlawfully threatening, or unlawfully harassing data; (d) vault obscene, pornographic or indecent data in violation of applicable law; or (e) propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; (v) use the Licensed Software in any application that may involve risks of death, bodily injury, property damage or environmental damage, or in any life support applications, devices or systems; (vi) use the number per type of licenses in excess of the number specified in the applicable Schedule; (vii) gain or attempt to gain unpermitted access by any means to any WingSwept computer system, network, or database, and/or (viii) file copyright or patent applications that include the Licensed Software or any portion thereof.

2.5     DOCUMENTATION.  During the Term, WingSwept agrees to provide Licensee with a set of existing documentation for the Licensed Software.

2.6     GOVERNMENTAL LICENSES.  The Licensed Software and Documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government users (a) only as Commercial Items and (b) with only those rights as are granted pursuant to the terms and conditions herein.

2.7     RESERVED RIGHTS.  WingSwept and its Suppliers reserve all rights not expressly granted to Licensee in this Agreement.

3.     SUPPORT SERVICES.

3.1     INCIDENT SUPPORT.  Each notification of an issue to WingSwept will be counted as an incident.  For purposes of this Agreement, "Incidents" means an event that the Licensee identifies to WingSwept which prevents the Licensed Software from functioning substantially as designed.  The Licensee may notify WingSwept through the following methods: (a) submit a ticket, or (b) call CMTS support at (919) 600-5102. WingSwept shall use commercially reasonable efforts to resolve any Incidents in accordance with the table in *Appendix A*.

3.2     SUPPORT METHODS.  WingSwept will provide varying levels of support depending on the incident criticality.  These methods may include, but are not limited to, email responses, phone support, or web meetings.

3.3     SOFTWARE UPDATES.  WingSwept may release updates for the Licensed Software from time to time ("Updates").  The Licensee shall have access to such Updates as they become commercially available.  Such Updates will be made available through the software interface provided that the Licensee has the appropriate license information

entered associated with its License. The license information will be provided at the commencement of the Initial Term and thereafter at the commencement of each Renewal Term. Additionally, some requests for incident support may result in Updates which, if incorporated into the Licensed Software, will be released to all users. Typically, new features will be released in a manner that each Licensee may choose to turn them on or off as deemed necessary. Customarily, these major updates will generally be available twice per year; however, this agreement does not guarantee a set release schedule.

3.4    <u>BUSINESS DAY.</u>    WingSwept defines business day as Monday through Friday, 8:00 am – 5:00 pm EST, except U.S. Federal Holidays and WingSwept Standard Holidays as defined each year.

3.5    <u>COMPANY RESPONSIBILITY.</u>  The Licensee will select two (2) users, to be WingSwept's contact personnel. These personnel will be the contact person at the Licensee for CMTS issues and will coordinate with WingSwept support in reaching a resolution. For issues that include security changes to the system, WingSwept employees will call back the number on file to ensure proper contact authority. The Licensee accepts the sufficiency of such method for verifying the identity and authority of the person making the request. For support that requires CMTS support personnel access to the server, the Licensee is responsible for providing connectivity to the server. The typical method for connectivity is through a web meeting (e.g. Zoom).

3.7    <u>SUPPORT RESOLUTION.</u>  Support concludes upon the occurrence of any of the following: (i) Licensee question has been addressed satisfactorily; (ii) provision of a reasonable workaround have been determined; or (iii) determination that the product is working as designed and that the Licensee's request is a request for an Enhancement. WingSwept shall consider Enhancement requests at its sole discretion for a future release of the software.

4.    <u>TERMS</u>

4.1    <u>TERM.</u>  This Agreement is valid for twelve (12) months (the "Initial Term"). The Initial Term begins on the day WingSwept receives the purchase order or signed agreement and will end at the conclusion of 365 days. The Licensee will be notified on or around seventy-five (75) days in advance of the SaaS License Agreement expiration to make arrangements for follow-on licensing and support (each, a "Renewal Term" and with the Initial Term, the "Term").

5.    <u>INTELLECTUAL PROPERTY RIGHTS.</u>

5.1    <u>INTELLECTUAL PROPERTY.</u> As between the parties, WingSwept or its Suppliers own all right, title, and interest in and to the Licensed Software and any and all Intellectual Property Rights in and to the Licensed Software including, without limitation,

all Documentation. All rights to access and use and/or license the Licensed Software and Documentation as granted to Licensee are as expressly provided in this Agreement and nothing herein shall constitute a transfer of ownership of WingSwept's Intellectual Property Rights to Licensee or to any third party. Licensee agrees to inform WingSwept promptly of any infringement or other improper action with respect to the Intellectual Property that comes to Licensee's attention. Licensee recognizes and acknowledges the exclusive right of WingSwept and/or its Suppliers in and to all patents, trademarks, service marks, trade names, copyrights, and other intellectual property and proprietary rights in and to Intellectual Property and that such Intellectual Property is the sole and exclusive property of WingSwept and/or its Suppliers. Licensee waives its right to contest the validity and/or ownership of such Intellectual Property.

5.2     OWNERSHIP OF LICENSEE DATA; USE OF LICENSEE DATA.  All rights, title, and interest in Licensee data will remain with Licensee. This Agreement does not provide WingSwept with title or ownership of the Licensee data, but does extend a right to use such data in order to perform any obligations under this Agreement.

5.3     DATA DISCLAIMER. LICENSEE EXPRESSLY RECOGNIZES THAT WINGSWEPT DOES NOT CREATE, OPERATE, CONTROL OR ENDORSE ANY DATA, INFORMATION, OR THIRD-PARTY PRODUCTS PROCESSED BY OR USED IN CONJUNCTION WITH THE SOFTWARE OR SERVICES PROVIDED HEREUNDER. WINGSWEPT MAY COLLECT STATISTICAL AND USER EXPERIENCE DATA REGARDING SYSTEM USAGE FROM THE LICENSED SOFTWARE, WHICH SHALL NOT INCLUDE COPIES OF LICENSEE DATA OR ANY INFORMATION DERIVED FROM LICENSEE DATA. SUCH INFORMATION WILL BE HELD CONFIDENTIAL AND USED FOR THE PURPOSES OF IMPROVING THE LICENSED SOFTWARE FOR THE BENEFIT OF THE LICENSEE AND OTHER LICENSEES.

6.     REPRESENTATIONS; WARRANTIES; LIMITATION OF LIABILITY.

6.1     BY WINGSWEPT.  WingSwept represents and warrants that: (a) it is duly authorized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized; (b) it has full right, power, and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to Licensee under this Agreement; and (c) this Agreement has been executed by a duly authorized representative of WingSwept.

6.2     BY LICENSEE.  Licensee represents and warrants that: (a) Licensee is duly authorized, validly existing and in good standing under the laws of the jurisdiction in which it has been organized; (b) Licensee has full right, power, and authority to enter into this Agreement, to carry out its obligations under this Agreement; and (c) this Agreement has been executed by a duly authorized representative of Licensee.

7.     LIMITATION OF LIABILITY.

7.1     LIMITATION OF LIABILITY. WINGSWEPT (INCLUDING ANYONE FOR WHOM WINGSWEPT IS LEGALLY LIABLE) SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT LICENSEE SUFFERS OR CLAIMS TO HAVE SUFFERED (INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO LICENSEE DATA) UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY WINGSWEPT'S NEGLIGENCE. THE PARTIES AGREE THAT WINGSWEPT ASSUMES NO LIABILITY WHATSOEVER FOR THE LICENSEE DATA THAT IS MODIFIED OR DELETED BY LICENSEE (WHERE THE SERVICES DESCRIBED IN THE APPLICABLE SCHEDULE ALLOWS FOR SUCH FUNCTIONALITY).

WINGSWEPT'S MAXIMUM LIABILITY FOR ANY AND ALL LOSS AND/OR DAMAGE (IN CONTRACT, TORT, OR OTHERWISE) FOR ANY REASON ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF ALL FEES PAID TO WINGSWEPT FOR THE SERVICE WITHIN THE PRIOR SIX (6) MONTHS FROM WHICH SUCH CLAIM ARISES. IF THE LICENSEE DATA TRANSMITTED IS INSURED BY LICENSEE, THE LICENSEE SHALL CAUSE ITS INSURERS OF SUCH LICENSEE DATA TO WAIVE ANY RIGHT OF SUBROGATION AGAINST WINGSWEPT.

7.2     EXCLUSION OF CONSEQUENTIAL DAMAGES.  IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE FOREGOING SHALL NOT APPLY TO LICENSEE'S BREACH OF SECTION 2.  THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S GROSS NEGLIGENCE; OR FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY THE FEDERAL LAW OF THE UNITED STATES.  THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733.   FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

7.3     ESSENTIAL PURPOSE.  THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

8.    CONFIDENTIALITY.

8.1    CONFIDENTIAL INFORMATION.    For purposes of this Agreement, "Confidential Information" shall include confidential or proprietary information of a party, in any medium or form, that is not generally known to the public, including, without limitation, (a) documents and materials developed, owned, licensed, or under the control of a party, including all trade secrets, ideas, creations, improvements, technology, applications, and designs; (b)reserved; and (c) information regarding a party's finances, marketing plans and business methods, including, without limitation, proposed products, product plans, product features, research, specifications, sales information, promotional plans discussed or disclosed in the course of performance of this Agreement.

8.2    LIMITATIONS ON DISCLOSURE AND USE.    Each party agrees to take all measures necessary, and in no event less than reasonable care, to maintain the Confidential Information of the other party as strictly confidential during the term of this Agreement and (a) with respect to Confidential Information other than trade secrets, for three (3) years thereafter and (b) with respect to trade secrets, for as long as that information shall retain the status of a trade secret under applicable law, and in no event less than three (3) years after the end of the term.  Each party shall not disclose to third parties nor use the Confidential Information of the other party for any purpose other than in proper fulfillment of the purpose of this Agreement.  Affiliates of Licensee shall not be deemed to be third parties for purposes of this Section 8.

8.3    EXCEPTIONS.  Confidential Information shall not include information that: (a) shall have been in the public domain at the time of disclosure or shall later have become part of the public domain without breach of the confidentiality obligations under this Agreement; (b) shall rightfully be received by the receiving party from a third-party that shall have been in lawful possession of the Confidential Information and without breach of the confidentiality obligations under this Agreement or any other agreement; (c) shall have been in the possession of the receiving party prior to disclosure under this Agreement, as demonstrated by  written records of the receiving party; or (d) shall at any time be independently developed by personnel of the receiving party having no access to the Confidential Information as demonstrated by written records of the receiving party. Confidential Information may be disclosed (i) to accountants, banks, financing sources, lawyers, parent companies and related parties under substantially equivalent confidentiality obligations; and (ii) to the extent the receiving party is required by law, a valid subpoena or court order or a governmental Agency of competent jurisdiction to disclose that Confidential Information. WingSwept recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9.    MISCELLANEOUS.

9.1     NOTICES.  All notices under this Agreement shall be in writing and shall be given by personal delivery, registered or certified mail, facsimile or overnight messenger service which regularly tracks its packages, at the address set forth below and shall be deemed effective upon actual receipt, provided that the sender retains some confirmation of receipt.

If to WingSwept:

>       WingSwept, LLC
>       800 Benson Road
>       Garner, NC  27529
>       Attn: Jay Strickland

If to Licensee:

>       Address provided on purchase order or contract

9.2     NO AGENCY, PARTNERSHIP, OR JOINT VENTURE.  The relationship between Licensee and WingSwept shall be as independent contractors.  Nothing contained in this Agreement shall be deemed to create any association, partnership, employment, joint venture or agency relationship between the parties.  Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

9.3     ASSIGNMENT.  Licensee may not assign this Agreement or any portion thereof, to any third party unless WingSwept expressly consents to such assignment in writing.  WingSwept will have the right to assign this Agreement and/or any portion thereof in accordance with the procedures set forth at FAR 42.1204.  This Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators, heirs, and permitted assigns.

9.4     WAIVERS AND REMEDIES.  No waiver of any right, remedy, default or breach of this Agreement by either party shall be deemed a waiver of any other right, remedy, default or breach.  Unless expressly set forth to the contrary, either party's election of any remedies provided for in this Agreement shall not be exclusive of any other remedies, and all such remedies shall be deemed to be cumulative.

9.5     SEVERABILITY.  If at any time, any provision of this Agreement is or becomes illegal, invalid, or unenforceable, in any respect under the law of any jurisdiction in the Territory, the legality, validity, or enforceability of the remaining provisions shall in no way be affected or impaired.

9.6     SURVIVAL.  Except as otherwise provided in this Agreement, the terms, provisions, covenants, representations, warranties and indemnities contained in this Agreement which by their nature, sense and context survive or are expressly intended to

survive the expiration or termination of this Agreement will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 1, and 3 through 9 (inclusive).

9.7     COUNTERPARTS.  This Agreement may be executed in counterparts and by facsimile, and each counterpart shall constitute a valid, binding agreement upon full execution.  This Agreement may also be deemed to be executed if included by reference in a government purchase order or contract signed by a properly authorized government official.

9.8     COMPLIANCE WITH LAWS.  In connection with its obligations hereunder, each party agrees to comply with all laws, rules, regulations, orders, decrees, judgments and other governmental acts of the United States of America, and of the Territory in which the Licensed Software may be licensed, and their political subdivisions, agencies and instrumentalities, that may be applicable to a party, its activities hereunder, or to the Licensed Software.

9.9     ENTIRE AGREEMENT.  This Agreement and the attached exhibits form the entire agreement between the parties relating to the subject matter of this Agreement and supersede all prior communications, written or oral, between the parties.  In the event of any inconsistencies between the terms and conditions contained in the attached exhibits and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control.  All amendments and modifications of this Agreement shall be made by written document signed by both parties.

9.10    CHOICE OF LAW.  This Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the Federal laws of the United States.

# Appendix A – Support Response Timelines

| Operations Impact Type | Mission-Essential Work Stopped | Mission-Essential Work Impaired | Mission-Non-Essential Work Stopped | Mission Non-Essential Work Impaired | Other Mission - Relevant Support Request |
|---|---|---|---|---|---|
| **Response Acknowledgement Window** | 60 Minutes | 120 Minutes | 240 Minutes | 1 Day | 1 Day |

| **Proc Folder:** | 1228506 | **Reason for Modification:** |
| --- | --- | --- |
| **Doc Description:** | CLOUD BASED STATEWIDE CASE MANAGEMENT SYSTEM | ADDENDUM 1 TO EXTEND BID OPENING AND PROVIDE ANSWERS TO VENDOR QUESTIONS |
| **Proc Type:** | Central Master Agreement | |

| **Date Issued** | **Solicitation Closes** | **Solicitation No** | **Version** |
| --- | --- | --- | --- |
| 2023-06-09 | 2023-06-29   13:30 | CRFQ   0506   MIS2300000003 | 2 |

## BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON          WV      25305

US

## VENDOR

**Vendor Customer Code:**

**Vendor Name :**

 **Address :**

 **Street :**

 **City :**

**State :**          **Country :**                    **Zip :**

**Principal Contact :**

**Vendor Contact Phone:**                    **Extension:**

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

**Vendor Signature X** *Allison Lehman*          **FEIN#**                    **DATE** 6/22/2023

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

## ADDITIONAL INFORMATION

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

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

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

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

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 43232200 | | | |

**Extended Description:**
One Time Implementation

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

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

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 43232200 | | | |

**Extended Description:**
Initial Year Term

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

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

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 43232200 | | | |

**Extended Description:**
Year One Optional Renewal

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

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

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 43232200 | | | |

**Extended Description:**
Year Two Optional Renewal

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

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

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 43232200 | | | |

**Extended Description:**
Year Three Optional Renewal

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

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

| Comm Code | Manufacturer | Specification | Model # |
|---|---|---|---|
| 43232200 | | | |

**Extended Description:**
Additional user licenses

## SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|---|---|---|
| 1 | VENDOR QUESTION DEADLINE | 2023-06-01 |

# SOLICITATION NUMBER: CRFQ MIS2300000003
## Addendum Number: 1

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

**Applicable Addendum Category:**

[ ✓ ]   Modify bid opening date and time

[   ]   Modify specifications of product or service being sought

[ ✓ ]   Attachment of vendor questions and responses

[   ]   Attachment of pre-bid sign-in sheet

[   ]   Correction of error

[   ]   Other

**Description of Modification to Solicitation:**

1. To extend bid opening to June 29, 2023 at 1:30 PM ET

2. To provide answers to vendor questions

No other changes

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

**Terms and Conditions:**

1.  All provisions of the Solicitation and other addenda not modified herein shall remain in
    full force and effect.

2.  Vendor should acknowledge receipt of all addenda issued for this Solicitation by
    completing an Addendum Acknowledgment, a copy of which is included herewith.
    Failure to acknowledge addenda may result in bid disqualification.  The addendum
    acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

# CRFQ MIS2300000003

## Addendum 1

## Foster Care Case Management Software Questions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer: We would be agreeable to an extension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. How many customers will visit your site monthly

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

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

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

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

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

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

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

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

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

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

Answer: There are no integrations specified in the RFQ.

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

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

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

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

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

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

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

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

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

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

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

36. Do you currently have an address validation application?

Answer: No.

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

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

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

Answer: We would be agreeable to an extension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer: This solution will not require API integration.

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

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

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

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

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

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

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

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

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

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

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

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

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

The second box was checked in error.

# ADDENDUM ACKNOWLEDGEMENT FORM
## SOLICITATION NO.: MIS2300000003

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

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

**Addendum Numbers Received:**
(Check the box next to each addendum received)

[✓]  Addendum No. 1          [   ]  Addendum No. 6

[   ]  Addendum No. 2          [   ]  Addendum No. 7

[   ]  Addendum No. 3          [   ]  Addendum No. 8

[   ]  Addendum No. 4          [   ]  Addendum No. 9

[   ]  Addendum No. 5          [   ]  Addendum No. 10

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

WingSwept, LLC
_____
Company

*Allison Lehman*
_____
Authorized Signature

6/22/2023
_____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

# WingSwept
# Service Level Agreement - CMTS Cloud Services
# Agreement
# For
# Agency

Submitted Date

*WingSwept, LLC*
*800 Benson Road*
*Garner, NC 27529*

*(919) 600.5102*

# Cloud Services Agreement

THIS CLOUD SERVICES AGREEMENT is entered into by and between WingSwept, LLC, a North Carolina limited liability company ("WingSwept") and _____ ("Agency"), effective upon WingSwept's receipt of an approved and signed Purchase Order submitted by Agency. WingSwept and the Agency are sometimes referred to hereinafter as a "Party" or collectively as the "Parties."

WHEREAS, WingSwept offers a cloud service hosting option for Case Management & Tracking Software ("CMTS"), which allows for the application and database for CMTS to be housed off-site in secure data center(s); and

WHEREAS, the Agency has engaged WingSwept to provide Cloud Services for the Agency's benefit; and

WHEREAS, WingSwept agrees to provide Cloud Services to Agency upon the terms and conditions expressed herein.

NOW THEREFORE, in consideration of the promises, covenants, and agreements as set forth herein, the Parties hereto agree as follows:

1. AGREEMENT. As referred to herein, "Agreement" means this Cloud Services Agreement, together with all policies and addenda that are incorporated herein by reference, including the CMTS SaaS License Agreement. This Agreement sets forth the terms and conditions that apply to the Cloud Services.

2. DOCUMENTATION. Any written materials that WingSwept may provide to the Agency regarding or relating in any way to the Cloud Services, including any printed or digital materials.

3. INFRASTRUCTURE. The datacenters, security devices, cables, routers, switches, hosts, computer nodes, physical servers, and other equipment that WingSwept uses to host Virtual Servers.

4. VIRTUAL SERVER. One of any number of isolated server emulations running on a single physical server located on the infrastructure.

5. CLOUD SERVER. A managed Virtual Server that is running on the Subcontractor's cloud infrastructure. WingSwept will provide each server with storage space as defined in quote or contract.

6. BUSINESS DAY. WingSwept defines business day as Monday through Friday, 8:00 am – 5:00 pm EST, except U.S. Federal Holidays and WingSwept Standard Holidays as defined each year.

7. SERVICES. All setup and maintenance of cloud servers in the WingSwept hosting environment to host CMTS and any related support services or Documentation we may provide, are collectively referred to in this Agreement as the "Cloud Services." The Cloud Services, including all Cloud Servers, are managed. The CMTS cloud server setup provides for the provision and configuration of server space. The setup also includes installation of the CMTS application and configuration of data backups. If the Agency requests, exports of the data can be sent to the Agency annually for retention at a nominal fee. The monthly CMTS Cloud Services provides server space, SSL certificate, online back-ups, and support as defined by this Agreement.

8.      SUBCONTRACTOR.  WingSwept offers Cloud Services through what will be referred to herein as a "Third Party Provider."  The Third Party Provider is Amazon Web Services ("AWS").  AWS is a FedRAMP Compliant Cloud Service Provider that provides trusted, cloud-based solutions for the CMTS web application and storage.

9.      TERM.  The term of this Agreement ("Term") will begin upon the Agency's submission of an approved purchase order with authorized signatures for purchase of CMTS Cloud Hosting.  The Term will be twelve (12) months from the purchase order date unless specified differently in the quote/purchase order.  Agency shall provide sixty (60) days written notice prior to the end of the Term, of its intent to renew the Term of this Agreement.

10.     SUSPENSION AND TERMINATION BY WINGSWEPT.  (a) FOR CAUSE. WingSwept may immediately (and without prior notice) suspend or terminate all or part of the Cloud Services by sending Agency a written notice of termination if one or more of the following occurs: (i) WingSwept discovers that Agency provided false information upon registration for Cloud Services, or that Agency lacked the capacity to enter into this Agreement at the time of its consummation; (ii) WingSwept determines, in its sole discretion, that Agency's use of the Cloud Services poses a threat to the security or performance of WingSwept's network or to any of its clients or suppliers; (iii) WingSwept determines, in its sole discretion, that Agency's use of the Cloud Services is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) WingSwept reasonably believe that Agency's use of the Cloud Services has or will subject WingSwept to civil or criminal liability; (v) Agency becomes the subject of an involuntary or voluntary bankruptcy or similar proceeding, or Agency assigns all or substantially all of its assets for the benefit of creditors; (vi) Agency fails to make any payment when due; (vii) Agency uses cloud resources in an attempt to gain unauthorized access to computer systems (i.e., "hacking"); or (viii) Agency breaches any of the other terms and conditions in this Agreement. (b) WITHOUT CAUSE. WingSwept may suspend or terminate all or part of the Cloud Services in the absence of cause by mutual agreement of the parties.  All fees for Cloud Services rendered prior to the date of termination shall be due and payable upon the normal billing cycle.

11.     TERMINATION BY AGENCY.  Agency may terminate this Agreement at any time prior to the expiration of the Term by providing ten (10) days written notice to WingSwept.  If Agency terminates this Agreement prior to expiration of the Term, all fees for Cloud Services for the remaining period under the Term shall be due and payable at the end of the ten (10) day notice period.

12.     FEES AND BILLING.  (a) Agency agrees to pay all fees for the Cloud Services according to the purchase order and if applicable the fee schedule set forth in Appendix A.  All fees for Cloud Services are payable in U.S. dollars and will be charged in advance of services with a purchase order. The fees for Cloud Services will be based on number of servers and storage size needs.  Agency will be notified prior to expiration of the Term to choose to execute follow-on contract arrangements.  Should Agency fail to make timely arrangements to cover follow-on contract arrangements, Agency may experience suspension of services.  Agency will be responsible for a reinstatement fee associated with follow-on contract should there be a gap in services.      (b) PAYMENT PROCESSING for federal customers, EFT through the treasury is an approved payment method.  Payment is also accepted by check.

13.     AGENCY RESPONSIBILITY.  The Agency is responsible for any email connectivity to be used by the application.  If the Agency desires to use Active Directory, the Agency's IT department is responsible for setting up connection to the virtual server.  The Agency will choose the most

appropriate method to connect to the virtual server: (a) Virtual Private Network "VPN" connectivity to infrastructure, or (b) IP lockdown. VPN server is not included in the pricing. For IP lockdown, the Agency must work with WingSwept to provide proper IP addresses.

14.    SECURITY. WingSwept's Third Party Provider securely and confidentially houses sensitive case data away from Agency data centers and personnel that may become the subject of investigations. The Third Party Provider's highly secure data centers utilize state-of-the art electronic surveillance and multi-factor access control systems. Data centers are staffed twenty-four hours a day, seven days a week, and three hundred sixty-five days a year by trained security guards, and access is authorized strictly on a least privileged basis. Environmental systems are designed to minimize the impact of disruptions to operations. The Third Party Provider's IT infrastructure provides alignment with many IT security standards, including: FISMA, DIACAP, and FedRAMP. Additional security features include secure access, built-in firewalls, unique users, multi-factor authorization, private subnets, encrypted data storage, dedicated connection option, perfect forward secrecy, security logs, access identification and configuration, and centralized key management. WingSwept will schedule and check security vulnerability scans monthly. Additionally, WingSwept will allow the Agency to audit our adherence to the System Security Plan "SSP" on an agreed upon timeframe.

15.    BACKUPS. WingSwept is responsible for backing up all content on the Cloud Servers at least daily. This will be accomplished via a combination of creating regular volume snapshots of Agency's Cloud Servers and doing AES-256 encrypted file-level backups of key files and databases. The encrypted file-level backups will be transferred to another data center for off-site redundancy and stored in their encrypted state. Log files are sent for each backup and reviewed by WingSwept. Retention of key backup files is one (1) year, including changed and deleted files. Customers requiring local archival backups can contract with WingSwept to provide those backups on some recurring basis.

16.    SOFTWARE. CMTS is the primary software for the Cloud Services. Other software to be added to the Cloud Hosting will be included in Appendix B.

17.    MAINTENANCE; SERVICE MODIFICATIONS AND DISCONTINUANCE. In addition to WingSwept's right to suspend or terminate the Cloud Services in accordance with Section 10, WingSwept may suspend all or part of the Cloud Services without liability or prior notice to Agency (i) in order to maintain (i.e., modify, upgrade, patch, or repair) the Software or Cloud Servers; or (ii) as WingSwept determines may be required by law or regulation. Notwithstanding the foregoing, WingSwept will endeavor in good faith to provide Agency with advance notice of any suspension or termination under this Section 17 in accordance with the notice provisions in Section 19 and WingSwept will provide Agency with notice of the suspension or termination as soon as it becomes practicable to do so.

18.    SUPPORT. The Cloud Services will be provided with live support. Technical support will be available through an email ticket or by phone. Technical issues that are related to being unable to access the software will be handled by WingSwept's networking support team on business days during the hours of 8:00 a.m. to 5:00 p.m., EST. Emergency after-hours support will also be available within commercially reasonable timeframes by WingSwept's on-call staff. The WingSwept response time can be found in *Appendix C*.

19. <u>NOTICES.</u>  (a) FROM WINGSWEPT. Except as otherwise provided herein, notices WingSwept sends under this Agreement must be sent by email to the email address of CMTS primary contact. Agency is responsible for keeping its CMTS primary contact current and accurate at all times. Any notice sent to the then-current CMTS primary contact will be deemed to be received when it is sent even if Agency does not actually receive it. (b) FROM AGENCY. Except as otherwise provided herein, notices Agency sends to WingSwept under this Agreement must be sent either (i) by creating a service ticket; or (ii) by phone to (919) 600-5102.  (c) WHEN EFFECTIVE. A notice under this Agreement is effective when received.  An email notice under this Agreement will be deemed received when sent.

20. <u>SCOPE OF AGREEMENT; ENTIRE AGREEMENT.</u>  This Agreement constitutes the final and entire agreement between the parties regarding its subject matter, and it supersedes all other oral or written agreements or policies relating thereto.  Additional or different terms in any written communication from Agency are void.

# Appendix A – Fee Schedule

Fees for additional services will be quoted as needed using prevailing prices as the time of quote.

Additional services may include items such as:

- Increased storage
- Increased backup capacity
- Additional memory
- VPN connectivity
- Additional servers for testing or replication to geographically disparate sites

# Appendix B – Cloud Hosted Applications

****No other Applications Specified****

# Appendix C – Maintenance and Support Timeframe

| Operations Impact Type | Mission-Essential Work Stopped | Mission-Essential Work Impaired | Mission-Non-Essential Work Stopped | Mission Non-Essential Work Impaired | Other Mission - Relevant Support Request |
|---|---|---|---|---|---|
| **Response Acknowledgement Window** | 60 Minutes | 120 Minutes | 240 Minutes | 1 Day | 1 Day |