

The following documentation is an electronicallysubmitted 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.



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Velcome, Robert M Ross	Procurement Budgeting Accounts Receivable Accounts Payable	
Solicitation Response(SR) Dept: 0506 ID: ESR11012200000002186 Ver.: 1 Function: New Phase: Final Modified by batch . 11/09/2022		
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Procurement Folder: 1079461	SO Doc Code: CRFQ	
Procurement Type: Central Master Agreement	SO Dept: 0506	
Vendor ID: 000000186731	SO Doc ID: EHS2300000001	
Legal Name: GL SUITE INC	Published Date: 10/31/22	
Alias/DBA:	Close Date: 11/9/22	
Total Bid: \$1,448,606.00	Close Time: 13:30	
Response Date: 11/01/2022	Status: Closed	
Response Time: 12:56	Solicitation Description: ENVIRONMENTAL HEALTH CLOUD BASED DATA SYSTEM	
Responded By User ID: renaegugler	Total of Header Attachments: 1	
First Name: Renae	Total of All Attachments: 1	
Last Name: Gugler		
Email: sales@glsolutions.com		
Phone: (541) 312-3662		



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

### State of West Virginia Solicitation Response

Proc Folder:	1079461	1079461				
Solicitation Description:	ENVIRONMENT	ENVIRONMENTAL HEALTH CLOUD BASED DATA SYSTEM				
Proc Type:	Central Master A	Central Master Agreement				
Solicitation Closes		Solicitation Response	Version			
2022-11-09 13:30		SR 0506 ESR11012200000002186	1			

VENDOR					
000000186731 GL SUITE INC					
Solicitation Number:	CRFQ 0506 EHS2300000001				
Total Bid:	1448606	Response Date:	2022-11-01	Response Time:	12:56:18
Comments:					

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

Vendor Signatur

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	4.1.1 - Contract Item #1 and 4.1.2 - Contr Item #2	ract			512122.00
Comm	Code Manufacture	•	Specifica	ation	Model #
311121	03				
Extend Enterpr	odity Line Comments: Pricing is for 100+ ed Description: ise Data Management, Licensing and Certif				1, 2022
	include 125 licensed users.	011	Unit Issue	Unit Price	La Totol Or Contract Amount
Line 2	4.1.3 - Contract Item #3	<b>Qty</b> 0.00000	EA	0.000000	Ln Total Or Contract Amount 0.00
Comm	Code Manufacture	•	Specifica	ation	Model #
311121			Opeeniee		
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Line 3	4.1.4 - Contract Item #4 - Year 1	Qty	Unit Issue	Unit Price	234121.00
2	4.1.4 - Contract item #4 - Teal T				234121.00
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### Commodity Line Comments: Annual Maintenance and Support. Enhancements billed at hourly rate of \$156.96 (2022). CPI increased assessed annually.

#### Extended Description:

Maintenance and Operations Costs - Renewal Year 3

Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	4.1.4 - Contract Ite	em #4 - Year 4				234121.00
0	<u></u>	<b>N</b>		0		
Comm	Code	Manufacturer		Specifica	ition	Model #
811121	03					
••••						

Commodity Line Comments: Annual Maintenance and Support. Enhancements billed at hourly rate of \$156.96 (2022). CPI increased assessed annually.

#### **Extended Description:**

Maintenance and Operations Costs - Renewal Year 4

### State of West Virginia Bureau for Public Health Environmental Health Services

### CRFQ 0501 EHS230000001

### **Environmental Health Cloud-Based Data System**

**Proposal from GL Solutions** 

Submission Deadline: November 9, 1:30 PM EST



Contact Information: Bill Moseley, CEO moseley@glsolutions.com GL Solutions P.O. Box 595, Kalispell, MT 59903 541-312-3662 (ph) www.glsolutions.com





### **Cover Letter**

GL Solutions P.O. Box 595 Kalispell, MT 59903 October 26, 2022

State of West Virginia Bureau for Public Health Environmental Health Services 350 Capitol Street, Rm 313 Charleston, WV 25301

RE: # CRFQ 0506 EHS2300000001 Environmental Health Cloud-Based Data System

Response Review Committee:

GL Solutions is pleased to submit this response to State of West Virginia Bureau for Public Health Environmental Health Services as response to CRFQ 0506 EHS2300000001 for an Environmental Health Cloud-Based Data System. I am the President and CEO of GL Solutions and the person designated to answer questions about this response. You will find my contact information on the cover page of this response.

GL Solutions is a privately owned company located in Kalispell, Montana with 53 staff members. Since our founding nearly 25 years ago, we have implemented our highly flexible system to support licensing, permitting, compliance, certification, inspection, credentialing, registration, continuing education and enforcement activities in various professional regulation, health and safety environments for over 40 government agencies in 24 states. We have developed and supported systems for agencies in State Departments of Public Health, Gaming Services, Emergency Services, Commerce, Protective and Justice Services, as well as State Boards of Medicine, Nursing, Veterinary Medicine, Licensure, Pharmacy and Dentistry—to name only a few.

GL Solutions develops and supports GL Suite, our configurable cloud-based software as a service (SaaS) solution for automating the operations of regulatory agencies. GL Solutions is dedicated to providing outstanding information systems that improve the organizational productivity of state government agencies. GL Solutions stands apart in the industry with its ability to deliver all desired functionality, at an affordable price, in a timeframe that meets even the tightest of schedules. Founded in 1997 by former government licensing administrators, GL Solutions is built on a solid bedrock of government regulatory expertise and an unwavering commitment to improving the productivity of government organizations.

GL Suite is an easy-to-use enterprise software application that we specifically tailor to meet each of our clients' needs. GL Suite will simplify your procedures and handle every aspect of regulation to meet the agencies' missions, including application intake, review, inspection, investigation, permit status, and compliance activities. We have



simplified the technical aspects of the system to provide a seamless user experience with minimal IT involvement. Its intuitive design and web-based interface help our customers streamline every process and activity, eliminating the need for many manual processes.

We have a proven record of accomplishment for meeting project goals and delivering all agreed upon components of software implementation. We specialize in creating systems for government regulatory agencies. Using our experience, we will work with you to identify and achieve your goals. To support our effort, we follow a time-tested, effective risk management methodology to identify, control and mitigate potential risks. The GL Solutions Project Management Methodology is a well-thought-out and effective process that has been highly successful for government regulatory agencies of all types and sizes.

Our software is industry-tested, highly flexible and user-friendly. GL Suite can meet all of your system and technical requirements, configuration specifications and reporting needs. It is a web-based software application that includes an intuitive user interface displayed in a web browser. The GL Suite software is backed by our support teams, our tech support plans, and our unparalleled, comprehensive GL Simple support plans, including a training program conducted in an organized and structured manner that will meet all of your agency's needs.

GL Solutions has substantial experience, a record of success, a talented team of employees and a mature, comprehensive software solution. We appreciate the opportunity to offer this response to State of West Virginia Bureau for Public Health Environmental Health Services as response to CRFQ 0506 EHS2300000001 for an Environmental Health Cloud-Based Data System. We are pleased to be considered as a candidate and look forward to the prospect of working with you to create an efficient system to support your daily efforts. Thank you for considering GL Solutions on this important project.

Sincerely,

Bill Moseley President and CEO, GL Solutions



- **3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - **3.1.** The Vendor shall have completed at least 3 (three) modification, deployment and integration of their standard Environmental Health database, licensing, and inspection software or the design, deployment and integration of an Environmental Health database, licensing, and inspection software of a cloud-based system for a state agency.
  - **3.2.** To illustrate how it will support its Data Management and Licensing/Certification Services offering by including information on, but not limited to, cloud-based architecture, batch transfer, SOAP web services, early warning services, backup and recovery, and performance, the Vendor must provide the Office of Environmental Health Services (OEHS) an inventory including contact information for the state agencies that meet the requirements of 3.1.

GL Solutions has over 40 clients of successful implementations in 24 states. GL Suite is a highly scalable and configurable SaaS Regulatory Licensure and Case Management Solution. Secure portals can be developed for providers, office staff (back office), as well as public-facing websites for online application and payment processing. The Solution has extensive batch and automated processing and will be configured to meet your needs, as well future needs as to meet demands of regulatory change and growth. Secure Azure servers for hosting the cloud-based solution affords the highest levels needed for government security requirements, to include FedRamp compliance.

GL Solutions has carefully developed the architecture of GL Suite based on industry best practices and Microsoft standards. GL Suite is a software as a service (SaaS) which is hosted in secure Azure (public cloud), providing our clients with a secure and flexible system that will meet their needs today and in the future. Regulatory change is inevitable, and GL Solutions keeps you prepared. While tenants share the same code base in the common application, data, and configuration settings (code instances) are separated for all clients. GL Solutions supports network isolation when required by our clients.

GL Suite's client tier (browser) communicates to the presentation tier (UI) through standard HTTP get/post and synchronous and asynchronous JSON services. The UI communicates to the business and data tiers through SOAP web services. The business tier communicates with the data tier through SOAP web services. The data tier communicates with the data tier through SOAP web services. The data tier communicates with the data tier through SOAP web services. The data tier communicates with the data tier through SOAP web services. The data tier through ADO.NET.

GL Suite employs an n-tiered, server-centric, architecture that separates presentation, business logic, and data access into logically distinct components. This configuration provides significant architectural flexibility, including scalability to support future growth, the option to select different platforms to meet potential changes in technology standards and directions, and insurance against technological obsolescence. A key benefit of n-tiered architecture is the isolation of roles and responsibilities within the application. Utilizing this architecture's object-oriented design principles, we can extend or enhance the system with minimal risk of damaging working components that can often benefit from new service components without modification.



We offer the following inventory of GL Suite, of which we are proposing for this project, with contact information:

### Illinois DPH, Division of Environmental Health

Gregory Matheny, Special Projects Manager, 217-785-3183

#### gregory.matheny@illinois.gov

Integrated Environmental Health Licensing System for several Boards and Programs that fall under the umbrella. Their system includes licensing of facilities and professionals as well as a comprehensive investigations and enforcement piece that supports field investigations, even when offline.

### **Illinois Department of Public Health**

Katie Lokaitis, Ambulance, Education and Licensing Section Chief, 217-557-3895 <u>Katheryn.Lokaitis@illinois.gov</u>

Licensure for emergency medical personnel, including Paramedics, EMTs, First Responders, Trauma Nurses, etc., as well as emergency vehicles, including ambulances and air ambulances.

### Alabama Home Builders Licensure Board

Suanne Parnell, Executive Secretary/IT Support, 334-242-4655

### suanne.parnell@hblb.alabama.gov

Licensure system for Home Builders Licensure Board to include applications, renewals with investigations. Support and maintenance ongoing.

### North Dakota Department of Health and Human Services

Daryl Andes, 701-328-7410

### <u>dandes@nd.gov</u>

North Dakota Department of Health and Human Services GL Solutions System for Child Care Licensing -Tracks when the agency registers Child Care Providers and tracks applicants' status and any complaints and issues with the application or facility. Our system provides a repository for state required documentation and allows for a fast check of application status.





### 4. MANDATORY REQUIREMENTS:

**4.1.** Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

### 3.1.1 Contract Item #1 Enterprise Data Management, Licensing and Certification Services Web Portal Access by December 31, 2022:

**3.1.1.1** The Vendor must provide DHHR access to a browser-based Web portal that offers a dashboard of Department defined fields, as stated in Section 4.1.2.2.2 of this document, related to data collected for each Program within the Office of Environmental Health Services (OEHS).

Solution will include a browser-based web portal that offers a dashboard of Department defined fields, as stated in Section 4.1.2.2.2 of this RFQ, related to data collected for each Program within the Office of Environmental Health Services (OEHS). These web portal dashboards will be configured for each program, pertaining to the fields that each program needs to access. Configuration, testing, training and implementation of this project scope and size generally takes 8-12 months, and we have planned for an 8-month implementation period.

**3.1.1.2** Enterprise Data Management, Licensing and Certification Services Web Portal format and contents must be approved by DHHR prior to release to production.

GL Solutions will meet this requirement and will ensure that Enterprise Data Management, Licensing and Certification Services Web Portal format and contents are approved by DHHR prior to release to production.

**3.1.1.3** Access to and performance of the Enterprise Data Management, Licensing and Certification Services Web Portal will be tested and approved by DHHR prior to release to production.

GL Solutions will meet this requirement and will ensure that access to and performance of the Enterprise Data Management, Licensing and Certification Services Web Portal are tested and approved by DHHR prior to release to production.

### Testing

GL Solutions' Performance Testing Service tests major functions of GL Suite using established metrics to gauge the performance of the application and identify any potential performance issues. The functions may be those identified by a client that is experiencing performance issues across one or more business process or those identified via analysis from GL Solutions' Staff. The service is not required to resolve performance issues on a single functionality, such as a task, report, query, web page, etc. It is intended to review and analyze larger



portions of a client's GL Suite system to identify performance issues that should be corrected, possibly across many different functionalities. All identified performance issues are resolved within the service.

This service will be scheduled to begin at least one month prior to Go Live for clients who are in installation. Tech support clients can also take advantage of the service.

For each system load / performance test, GL Solutions will work with the BPH/EHS Project Team to design and construct the test cases used to verify that load and performance requirements are met. The test cases will represent as realistic a view of the production system as possible based on the data that is available.

Because the causes of performance issues are dependent on many variables, if issues are identified during the Performance Testing phase, they will be analyzed to find the root cause, classified by cause, and approaches for resolution will be determined and presented to the client.

GL Solutions will perform load testing on the GL Suite system to verify that the maximum number of concurrent users can use the system at the same time without a degradation of performance and response times. Load testing software will be used to simulate the load in the BPH/EHS Test environment. By automating standard activities and staggering logins, the procedures will be run with random start and wait times to verify database response times and screen refresh rates. GL Solutions will analyze the data collected and take corrective action to ensure that the system meets performance and availability commitments.

Generally, performance is expected to be similar to other web-based software applications. All functionality goals will be met prior to the start of UAT.

**3.1.1.4** Web portal shall provide the ability to interface with the WV State Treasurer's Office's E-Gov system for "pay" functionality for licenses, certifications, notification, etc.

GL Solutions meets this requirement and can interface with any third party with a documented API to include West Virginia's E-Gov payment system.

### **3.1.1.5** Web application for public users to enter own information electronically.

GL Solutions meets this requirement. GL Suite's online dashboards allow applicants or renewing licensees to log in and access all authorized online services from one location. From one central dashboard, a user could update demographic or address information, provide documentation to meet application or renewal requirements, as well as reference and print old copies of their license for safe keeping. Links could be provided to take exams or fill out additional online forms necessary to meet application or renewal requirements. Dashboards are supported by the same role-based security permissions that govern the backend system, ensuring that online users only have access to the screens and data updates their security settings allow for.

GL Suite's online login allows for the ability to integrate with an OpenID Service Provider. Authentication is handled through the service provider, which allows the online user to login using the same login credentials that have been set up with the OpenID Provider such as Google or Facebook. This secure authentication mechanism

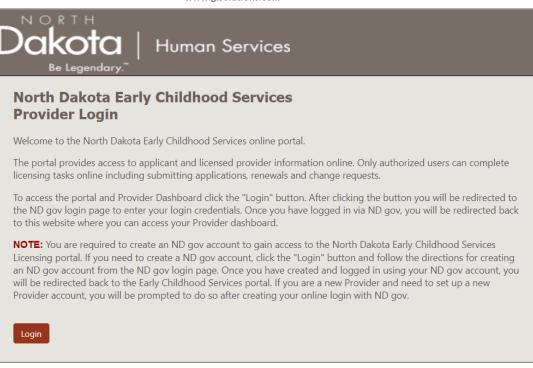


adds simplicity to the login experience allowing users to sign into the website without the need to create new accounts and passwords. With the login credentials being maintained by the OpenID Service Provider, the number of calls to the Agency will be greatly reduced resulting in increased efficiency and more time to dedicate to other tasks.

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Example: Public-Facing Website Applicants





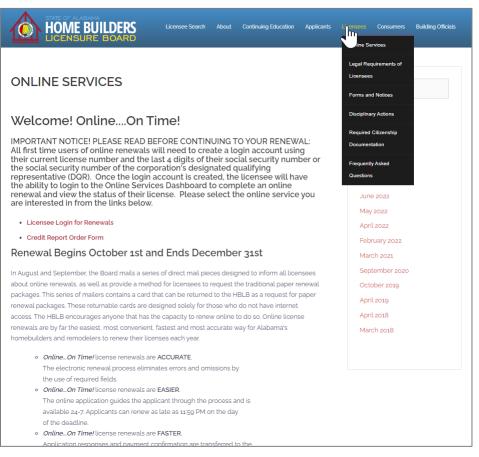
#### Example: Public-Facing Website Providers

**3.1.1.6** Public facing application that allows for role-based access and se- cured accounts to be generated to enable individuals to make payment, apply for a license, and download copies of their information.

GL Solutions meets this requirement. GL Suite's online dashboards allow applicants or renewing licensees to log in and access all authorized online services from one location. From one central dashboard, a user could update demographic or address information, provide documentation to meet application or renewal requirements, as well as reference and print old copies of their license for safe keeping. Payment can be made as well as, if desired, printing of their certificates or licenses should they have met all the requirements set by the State. Links could be provided to take exams or fill out additional online forms necessary to meet application or renewal requirements. Dashboards are supported by the same role-based security permissions that govern the backend system, ensuring that online users only have access to the screens and data updates their security settings allow for.

GL Suite's online login allows for the ability to integrate with an OpenID Service Provider. Authentication is handled through the service provider, which allows the online user to login using the same login credentials that have been set up with the OpenID Provider such as Google or Facebook. This secure authentication mechanism adds simplicity to the login experience allowing users to sign into the website without the need to create new accounts and passwords. With the login credentials being maintained by the OpenID Service Provider, the number of calls to the Agency will be greatly reduced resulting in increased efficiency and more time to dedicate to other tasks.





Example: Public-Facing Website Licensee Account Access



**3.1.1.7** Enterprise Data Management, Licensing and Certification services web portal must be accessible for configuration by December 31, 2022.

GL Solutions can provide a Project Plan and Timeline that would set Go-Live date for services for June 1, 2023. The configuration and implementation of the database and software, with public-facing portals would need to be properly tested prior to Go-Live. Configuration and testing would be accessible for configuration by December 31, 2022; with full implementation set for 10 months.

GL Solutions meets this requirement. The Solution response has included for 125 back-office users, as has the pricing. Additional users may be added at any time, with adjusts to pricing at implementation as well as during the maintenance and support period. GL Solutions has a named-user licensing structure and as such, fees are based upon number of back-office staff users. Providers and licensee numbers are irrelevant to our pricing, as we do not charge for more storage space, just the back-office access to the software.

# **3.1.1.9** The Vendor must provide public users the functionality to export information from the Enterprise Data Management, Licensing and Certification Web Portal to a Portable Document Format (PDF) file.

GL Solutions meets this requirement. Among the many features we can deliver as part of your agency's publicfacing website is an online system providing various data input/export capabilities to the public—online applications, renewals, complaints, and public document accessibility. With GL Suite, your agency would be capable of making the application and renewal process available online. Your website can also enable the public to register complaints against licensees or facilities. It would allow complaints to be reviewed before they become linked to the accused party and for documents and cases to be tracked along with the complaints. Additionally, we can design your website to provide the public with access to and the ability to download certain public documents and records.

**3.1.1.10** The Vendor must provide State users the functionality to export information from the Enterprise Data Management, Licensing and Certification Services Web Portal solution into the user-specified format including, but not limited to:

### 3.1.1.10.1 Excel

**<sup>3.1.1.8</sup>** The Enterprise Data Management, Licensing and Certification ser-vices web portal must provide access to a minimum 125 DHHR system users. The Vendor shall include a process to accommodate any requests from DHHRBPH Office of Environmental Health Services for additional users at a future date.



3.1.1.10.2 Word

3.1.1.10.3	Hyper Text Markup Language (HTML)
3.1.1.10.4	Comma-Separated Value (CSV)
3.1.1.10.5	Portable Document Format (PDF)
3.1.1.10.6	Google Docs
3.1.1.10.7	Google Sheets

GL Solutions meets this requirement. GL Suite provides elaborate and robust analytical reporting capabilities, providing Agencies with an extensive set of tools to get the most out of their system. GL Suite will retrieve data on-demand in any number of desired formats (including Microsoft Word, Excel, HTML, CSV, PDF, Google Docs/Sheets and more). GL Suite's accurate, dynamic sorting and filtering mechanism allows staff to track, monitor, and analyze data based on any desired criteria. All GL Suite reports and queries are supported by the software's sophisticated role-based security system, which determines exactly which users/roles/groups are allowed access to analytical reports.

**3.1.1.11** The Enterprise Data Management, Licensing and Certification Services Web Portal must have identity and security measures to ensure that only authorized users are permitted to access the Web Portal and its associated data.

GL Solutions meets this requirement. GL Suite's online dashboards allow applicants or renewing licensees to log in and access all authorized online services from one location. From one central dashboard, a user could update demographic or address information, provide documentation to meet application or renewal requirements, as well as reference and print old copies of their license for safe keeping. Links could be provided to take exams or fill out additional online forms necessary to meet application or renewal requirements. Dashboards are supported by the same role-based security permissions that govern the backend system, ensuring that online users only have access to the screens and data updates their security settings allow for.

GL Suite's online login allows for the ability to integrate with an OpenID Service Provider. Authentication is handled through the service provider, which allows the online user to login using the same login credentials that have been set up with the OpenID Provider such as Google or Facebook. This secure authentication mechanism adds simplicity to the login experience allowing users to sign into the website without the need to create new accounts and passwords. With the login credentials being maintained by the OpenID Service Provider, the number of calls to the Agency will be greatly reduced resulting in increased efficiency and more time to dedicate to other tasks.



**3.1.1.12** The solution will have an integrated web portal designed to inter- face, receive, send, and download specified content and reporting information directly from/to entities such as regulated licensees and other State and Federal agencies as part of a fully integrated solution.

GL Solutions meets this requirement. The Solution will have an integrated web portal designed to interface, receive, send and download specified content and reporting information directly from/to entities such as regulated licensees and other State and Federal agencies as part of a fully integrated solution. GL Suite is a relational database solution designed to handle every aspect of government regulatory business processes. Relational databases are exemplary for data management and storage. They bring connections within a database to the surface and make the data within even more valuable. Stored data is not only aware of other data in the system, but also the data communicate and share information with each other. Because GL Suite is a dynamic relational database, it allows for endless sorting and viewing options and enables users to generate virtually any combination of information, in any form. This capability is vital because different people at an agency often need to track different types of information about a record or view it in different ways. One staff member may want to track details about license status and pending payments, while another may need detailed information about business location and date established, and yet another about complaints and investigations. Content may be shared between licensees and other State and Federal agencies in any matter of data exchange as required by the State.

**3.1.1.13** The Enterprise Data Management, Licensing and Certification Services Web Portal will have the ability for translation of information available to the public through the portal to languages other than English for those with limited English proficiency. The alternate languages will include but may not be limited to Spanish, Chinese, Chinese Mandarin dialect, Vietnamese, Korean, Filipino, and Japanese.

GL Solutions meets this requirement. GL Solutions can configure public websites to be multilingual, utilizing Google Translate.

### 3.1.2 Contract Item #2 Enterprise Data Management, Licensing and Certification Services by December 31, 2022:

- **3.1.2.1** General Requirements:
  - **3.1.2.1.1** Vendor will provide a permanent software license to DHHR for its Enterprise Data Management, Licensing and Certification System.



GL Solutions meets this requirement.

**3.1.2.1.2** The Vendor will place all software source code(s) pertaining to the Enterprise Data Management, Licensing and Certification System in escrow. All source code(s) pertaining to the Enterprise Data Management, Licensing and Certification System will become property of DHHR if vendor declares bankruptcy or ceases to exist.

GL Solutions meets this requirement.

**3.1.2.1.3** Vendor software will run on a minimum of Microsoft Windows 10 and iOS-based operating systems.

GL Solutions meets this requirement. As a Cloud-Based SaaS (software as a service) Solution, GL Suite and its public-facing websites can be run on any industry standard web browser to include Chrome, Edge, Firefox, and Safari.

**3.1.2.1.4** Vendor software will be compatible with currently supported versions of Microsoft Office and Google Workspace.

GL Solutions meets this requirement. GL Suite is compatible with currently supported versions of Microsoft Office and Google Workspace.

- **3.1.2.1.5** Vendor software for Enterprise Data Management, Licensing and Certification System will link application(s), permit(s), inspection data, and official notices for each establishment or individual:
  - **3.1.2.1.5.1** Software will auto-populate a field in the Permit or Inspection sheet based on information in the application.

GL Solutions meets this requirement. Permit and Inspection sheets can be configured to auto-populate from any field in the database and thus, from the application.

**3.1.2.1.6** Vendor software for Enterprise Data Management, Licensing and Certification System will allow for



capturing of an electronic signature.

GL Solutions meets this requirement. GL Suite allows for capturing of an electronic signature.

3.1.2.1.7	Managemen will have the reinspection	software for Enterprise Data t, Licensing and Certification System capability to link inspection and dates across West Virginia Office of platforms that DHHR utilizes:				
	3.1.2.1.7.1	Microsoft Office				
	3.1.2.1.7.2	Google Workspace				
	3.1.2.1.7.3	Other calendar application to indicate activities per staff or program.				

GL Solutions meets this requirement. GL Suite has the capability to link inspection and re-inspection dates across West Virginia Office of Technology platforms such as Microsoft Office, Google Workspace, and other calendar applications to indicate activities per staff or program.

> **3.1.2.1.8** The Vendor software for Enterprise Data Management, Licensing and Certification System will be capable of importing existing current data that is in versions of Microsoft Excel or Microsoft Access that are currently supported by Microsoft.

### **3.1.2.1.8.1** Vendor will provide a template to support importing existing data.

GL Solutions meets this requirement. The Solution is capable of importing existing current data in Excel, Access, or any database supported by Microsoft. Well-executed data conversion is essential for project success. GL Solutions offers 25 years of experience examining, optimizing, and successfully utilizing our data conversion strategies in implementations. In addition, GL Solutions offers experience replacing any legacy system and migrating any volume of legacy data. GL Solutions strives to provide accuracy, while minimizing the resources required of your team. To achieve this, we employ deep analysis, intelligent planning, strong collaboration, clear design, logical automation, careful manual manipulation, as well as meticulous testing.

> **3.1.2.1.9** The Vendor software for Enterprise Data Management, Licensing and Certification System will be capable of exporting data in currently supported Microsoft Excel, Microsoft Access, and Google formats. Financial data must be able to export to CSV and currently supported Excel



#### formats.

GL Solutions meets this requirement. The Solution is capable of exporting to multiple formats, to include Excel, Access, Google Workspace, CSV, and more.

**3.1.2.1.10** Vendor software for Enterprise Data Management, Licensing and Certification System will have the capability of web-based entries for filing complaints by the public.

GL Solutions meets this requirement. GL Suite allows the public to submit complaints online. Depending on the volume of complaints, and how easy an agency wishes to make the complaint submission, GL Solutions can provide an online complaint submission system, ranging from a form, which captures complaint data and stores it in the GL Suite software system for staff processing, to a full online web flow, where the outside user looks up a licensee and submits a complaint against that licensee.

GL Suite routes complaints to the appropriate staff's work queue, as part of submitting complaints online; the system automates case handling among staff members by establishing automated rules and notifications.

GL Suite offers template letter/email options for communication, as part of submitting complaints online. GL Suite's Email Management Tools include formatted email templates. In addition, GL Suite assists your agency by automatically creating and executing various notifications, letters and more, such as configuring template letter options.

GL Suite documents all communication regarding the complaint and allows workflow between staff as defined by role.

3.1.2.1.11 The Vendor will ensure the solution components that are web based have cross-browser compatibility over the life of the contract and support software utilization in the current version and two (2) prior versions at a minimum for the following browsers including, but not limited to:
3.1.2.1.11.1 Microsoft Edge

3.1.2.1.11.2 Apple Safari

**3.1.2.1.11.3** Google Chrome

3.1.2.1.11.4 Mozilla Firefox

**3.1.2.1.11.5** Others defined by the Department



GL Solutions meets this requirement. The Solution is compatible with any industry-standard web browser to include Edge, Safari, Chrome and Firefox – so long as the web browser is still supported by its publisher.

### 3.1.2.1.12 The vendor will enable versioning capability

GL Solutions meets this requirement. A major strength of GL Solutions' software, GL Suite, is its ability to be tailored to any business process without altering the core code. The core system and database deal with all of the system's complexity, while GL Suite's Configuration Utility is used to design and develop each tailored system. As a result, GL Solutions can update GL Suite's core code and deploy modifications to our clients' systems without revising or redoing the configurations specific to their systems. This allows GL Solutions to leverage the system and its power to the fullest without affecting our clients' daily workflow. And it reduces your risk because your tailored system rests upon a thoroughly exercised, solid core foundation.

There are two major types of updates that can occur, Core Code Updates and Configuration Updates. These are explained in greater detail below.

### Update Processes

**CORE CODE UPDATES:** GL Solutions performs updates to systems hosted at our data center, without interrupting client workflow. Clients will be notified a week prior to a core code release through our communication and project management platform, GL Portal. Clients can contact an Agency Partner to address any questions or concerns regarding the impact the update will have.

Before being installed on client systems, updates are rigorously tested. Moreover, we roll out each update alongside the current version in a deploy program. (For example, version 6 and 7 would be installed side-by-side on a system.) In the event of any issues, this approach makes rollback to the earlier version easier and reduces the risks associated with making system changes.

**CONFIGURATION UPDATES:** Updates made with the Configuration Utility rarely require any client downtime; if system downtime is required, we will schedule it after business hours to reduce the impact on system users. Before adding configuration updates to an agency's Production environment, GL Solutions' staff (or agency staff) executes and tests the update in the Test environment to ensure that the system and the configurations function properly.

To ensure that system changes do not have unintentional consequences on other aspects of your system, GL Solutions Business Analysts (BAs) work closely with our clients, meticulously analyze all potential systems outcomes utilizing advanced self-documenting system specifications and collaborate closely with other teams within our Operations department.

### **3.1.2.1.13** The solution will maintain audit log for changes and revisions

GL Solutions meets this requirement. GL Suite offers various audit capabilities. It enables your agency to track all notices sent and documentation received. GL Suite saves the final version (as well as any



modifications) of each correspondence with its related record. Because GL Suite maintains historical information in perpetuity, all correspondence can be easily retrieved, tracked, audited, and/or re-sent at any time.

Historical information can be sorted chronologically or in ascending or descending alphabetical order by default, and users can choose to re-sort using a menu of sort orders.

GL Suite can log all transactions to provide an audit trail of system access and activity. It will track all system changes, capturing information about the user who made the change, the nature of the change, and the date and time of the change. It can even record a full snapshot of an entire record before modification and the proposed value of fields on the record after the change is committed, along with the user ID, date, and time of the change. When viewing the details associated with a record, the user can see both the previous and current status of the application, who created the record and when, who modified it and when, why the status was changed, and various other details about the application's history.

**3.1.2.1.14** The solution will be able to edit data fields and reports for changing Department, State, and Federal requirements and as requested by the Department.

GL Solutions meets this requirement. GL Suite is a very scalable and configurable Cloud-Based SaaS Regulatory software solution that is easily configured and re-configured to meet the changing needs of any government agency. Change in government regulation and requirements is inevitable and GL Suite was designed to maintain an agency's needs through these changes.

**3.1.2.1.15** The Vendor will utilize open architecture standards and scalability to promote integration throughout the West Virginia technology enterprise.

GL Solutions meets these requirements. GL Suite can integrate with any third party with a documented API and is scalable to meet requirements that may be needed at future dates.

**3.1.2.1.16** The Vendor will identify and be responsible for the implementation and integration of all third-party software used in support of the solution. The vendor should notify the Department of any terms of agreement as part of the bid package. All third-party software agreements must be provided upon request.

GL Solutions meets this requirement and agrees.

**3.1.2.1.17** The solution will have the ability to maintain an upto-date inventory of all forms utilized and make this



inventory available to the Department upon request.

GL Solutions meet this requirement and an inventory of all forms and standard reports are available to the Department.

**3.1.2.1.18** The solution will have the ability to identify which fields in forms are required and which are optional.

GL Solutions meets this requirement. GL Suite is very configurable and has the ability to be configured to require fields or to make fields optional. Further, fields can be configured to only accept certain information, and give the user an error if the input does not meet the requirements of the field (i.e., entering in too many numbers for a telephone field, or invalid email address parameters).

3.1.2.1.19	The solution will have the ability to edit existing
	forms based on user roles.

**3.1.2.1.20** The solution will have the ability to add and change existing records based on user roles.

GL Solutions meets this requirement. GL Suite can provide any level of granularity in system security. Either your agency or GL Solutions can configure a User Group for each staff role and set up unique and flexible security for each. You decide which groups can create, view, edit, and/or delete everything, including each screen, record, field, case type, calendar view, business rule, document, forms, reports, and much more.

Roles can be configured to represent organizational sections or specific responsibilities in your agency. The number of roles that can be created in GL Suite is unlimited. A particular employee can be assigned to one or more roles, and they will be granted permissions for all the roles to which they belong. Clients can also define different permissions for every screen and field, deciding what permissions override others.

GL Suite system security is so granular that security can be set differently for every component on a page. For example, clients can set different security to access or change each license type that is managed and assign rights permitting different people to configure different components of the system. GL Suite allows clients to set permissions on reports, correspondence, queries, batch functions, and literally every other functionality of the system, including business rules. For example, permissions can be set to restrict users from altering a registration's status if registration requirements have not been fulfilled. Exceptions can be handled in such a way that such rules apply only to specific users or roles but not managers.

### **3.1.2.1.21** Must have ability to scan documents, pictures, certificates and attach to file within the system.

A significant part of document management is limiting the printing of paper in the first place. GL Suite creates correspondences and reports in digital file formats. They are saved in the same logical locations where they were generated. For example, John Smith's renewal notification is saved with all the other tasks



and items related to his renewal. They are safely and efficiently stored within GL Suite. Any time in the future they may be resent, reviewed, even modified (based on permissions).

GL Suite reduces your administrative load by eliminating the need to file, retrieve, copy, route, and re-file paper documents. It enables your staff to capture, manage, and share documents electronically, which saves you money and time, increases productivity and leaves you with more time to serve your public. It will also help you streamline your services by enabling licensees and the public to submit documents and documentation electronically with their online applications or complaints.

GL Suite offers powerful document management capabilities. It allows any type of document to be uploaded and stored with a record. Documents that might be uploaded and stored include original applications, correspondence, support documentation (such as a photo of the applicant or a fingerprint card), scans of past records, and scans of certificates. GL Suite will accept virtually any file format including Adobe PDF files, text documents of any format, scanned records in any standard format, Microsoft Office, and even audio/video files.

When agency users upload documents into GL Suite, it will auto-set the requirement(s) fulfilled by the uploaded document to Complete and auto-populate the document record with any other information you require, including when the document was received, when it was uploaded, and by whom.

GL Suite automatically links uploaded documents to the record with which they are associated, making them accessible to authorized staff immediately or at any time in the future. Clicking the hyperlink will take the user directly to the document. With GL Suite, authorized users can retrieve and re-send uploaded documents as needed, and only authorized users can delete or re-index them. GL Suite's security determines who can and cannot access these documents and what permissions they have, just as it controls who has access to the record itself.

If certain documents are public records, they can be flagged in GL Suite and online verification systems can be set up to display those.

### **3.1.2.1.22** Must be capable of uploading from email into system.

GL Solutions meets this requirement. The Solution has the capability to upload from email into the system.

**3.1.2.1.23** Must provide automated alerts and email notifications to public subscribed users for the following:

**3.1.2.1.23.1** Application submission success.

**3.1.2.1.23.2** Others defined by the Department.



GL Solutions meets this requirement. GL Suite can be tailored to send automatic email notifications to licensees. GL Suite can notify licensees that renewals are pending, that license requirements have been met, that an application is complete, and more

**3.1.2.1.24** Must provide automated alerts and email notifications to program staff for the following:

**3.1.2.1.24.1** Application submission received.

### **3.1.2.1.24.2** Others defined by the Department.

GL Solutions meets this requirement. GL Suite offers alert and notification capabilities that can be configured to suit your needs. GL Suite can display any number of notifications at any time, each having its own information and business rules defined by your agency's needs. Common examples of alerts include the following, which can be triggered manually or automatically:

- Alert internal and external users of the need for renewal
- Alert users that a renewal notice must be sent through onscreen alerts, assign follow-up tasks, or email reports that catalog outstanding renewals
- Alert internal and/or external stakeholders that requirements are complete, approve the renewal, and generate the license, permit, certificate, etc.

GL Suite can display a list for internal users in each section or department of your agency as soon as a user logs in, and each can have unique notification types, information, timing, and more. Notifications can automatically be added to a user's Home Screen view, included in reports, included in an email to identified staff members, and even received by users in real-time on their local desktop using the notification tray tool application.

**3.1.2.1.25** Must have ability to utilize "fuzzy search", drop down capability, search criteria (filtering on/off).

GL Solutions meets this requirement. The public-facing websites as well as back-office GL Suite are both configurable to recognize typing or spelling errors and search fields can be configured to utilize "fuzzy search" and drop-down capabilities with filtered search criteria to help return the best results.

### **3.1.2.1.26** Must have mass communication capability.

GL Solutions meets this requirement. GL Suite has extension communications capabilities and notifications, and alerts can be sent out to multiple individuals including staff or the public. In addition to staff notifications, certain manual and automated correspondence types can be used to notify applicants, licensees, complainants, etc. of action required, or to provide status updates. These can be in the form of emails or mailed letters generated by users in the system triggering them, or from scheduled jobs as



warnings at certain times of year, or upon status changes. Rules on append or update of any data in the system can be used to trigger notifications to add correspondence to a queue to be sent out.

## **3.1.2.1.27** Must have drill down and look up functionality to minimize re-entry of information across multiple screens.

GL Solutions meets this requirement. GL Suite is a relational database solution designed to handle every aspect of government regulatory business processes. Relational databases are exemplary for data management and storage. They bring connections within a database to the surface and make the data within even more valuable. Stored data is not only aware of other data in the system, but also the data communicate and share information with each other. Because GL Suite is a dynamic relational database, it allows for endless sorting and viewing options and enables users to generate virtually any combination of information, in any form. This capability is vital because different people at an agency often need to track different types of information about a record or view it in different ways. One staff member may want to track details about license status and pending payments, while another may need detailed information about business location and date established, and yet another about complaints and investigations.

Relational databases are also exemplary in their capacity to keep associated stored data linked and synchronized. When relational databases are correctly designed, there is only a single storage location for any piece of information, data updates are simple with no need to change same information in several different files. For example, a client record might be linked to an education record, a registration, and a license. A change of address or status is only made in one place to keep all the program data up to date. Information is always up to date—there is no chance of old data remaining in a forgotten file.

**3.1.2.1.28** Must have multi-tasking and multiple window capability, including split screens.

GL Solutions meets this requirement. GL Suite is accessible via industry-standard web browser, which allows for multiple screens as well as resizing or any configuration that the browser allows.

**3.1.2.1.29** The solution will provide context-sensitive help to users on all screens.

GL Solutions meets this requirement. The Solution will provide context-sensitive help to users on all screens as desired by the Department.

**3.1.2.1.30** The solution will provide menus that use common words for non-technical users and provide secure access to all functional areas.

GL Solutions meets this requirement. Menus can be configured as the agency needs.

**3.1.2.1.31** The solution will provide a user interface that allows users to navigate



### throughout the system.

GL Solutions meets this requirement. GL Suite can help staff navigate complex business processes with ease through the use of Process Guides. Process Guides are tailored to each business process designed in GL Suite and provide step-by-step instructions to complete a process from beginning to end. This guidance eliminates guesswork and helps track where your staff are in a process, ensuring that each requirement is met.

GL Suite's Process Guides are designed for particular business processes, and every step correlates to action that needs to be taken to complete the business process. The step that is being worked on stays highlighted, making it easy to keep track of where one is in the business process. Each step indicates whether it requires manual interaction, or if the step will be automated. Underlined steps will automatically navigate users to the screen they need with a simple click of the mouse. Clicking Save on a screen to save any changes will automatically take users to the next step in the Process Guide. Some actions, such as creating an application on a licensee record, can even be performed automatically by clicking on the step. The steps of the Process Guide are separated into Process Categories, displayed across the top of the screen, left to right based on configured Process Order. Displaying the Process Order allows different users to jump directly to the section of the Process Guide they need to focus on.

Additionally, Process Guides keep track of user progress within the guide itself and in the Entity tree as well. For example, if a user is working on step 3 of a process guide and the user logs out or is unexpectedly logged out, or simply closes the tab, when the user logs back in, they will be asked if they'd like to restore tabs that were open. If so, the user will be navigated to the Entity they were working on and the Process Guide will automatically open with the step they were on highlighted. The corresponding object in the tree will also be selected. Intentionally closing the process guide by clicking the X in the top, right corner of the process guide, tells GL Suite that user is done with the process guide and the guide will not reopen after that. The feature also retains where users are in the tree, even if the process guide isn't open. In these cases, when users open the entity tab back up, the object screen the user was on last will open.

### Key Feature Summary

- Step-by-step instructions for the business process being worked
- Process guide categories allow users to execute their specific steps
- Helps users track where each step takes place within a business process
- Lets users know where they are within a business process
- Automatically navigates to the next screen with the click of a button
- Provides users with instructions when they need to process something manually within a business process
- Informs users when actions are automated within a business process
- Tells users when actions are scheduled within a business process
- Asks users if they'd like to restore tabs that were open in the last session
- Navigates user back to the process guide and object screen they were working on when the tab closed



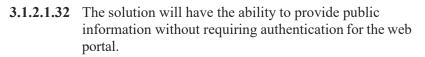
• When process guides are intentionally closed, they will not reopen when the tab is opened again, however, the object screen the user was on will open

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**Example:** Process Guides

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		55N	Other ID#		3 Manual Step - BIU: Search for and open the record for the Location	
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A STATE			~		8 Automated Step - GL Suite: Assigns a Contact ID to the Background Check Conta	
Bediground Check		Co-u-m-/u-ments	_		9 Autometed Step - GL Suite: Runs the Fleidprint interface and imports or updates the Information for all Individuals that have a background check request submitted	
Background Check Contact		0034			10 Mercual Step - BIU: Run the Requested Background Checks query to view imported records from Field Phile.	
		Created 4/30/2020	Created By H. Sam (c2monet)		11 Menual Step - BIU Log into VSP and search for each individual to see if a record is being processed	
		2:24:03 PM			12 Decision Step- BIU: Is the VSP record in a status of being Processed?	
		Notified 3/8/2022 2:55-22 PM	Modified By LaPora Carv		13 Menual Step - BIU: Update the Background Check Status to Record Being Processed	
					14 Manual Step - BIU: Whit for the results to be mailed	
					15 Menual Step - DIU. Review the results	
					16 Menual Step - BU. Update the Background Check Decision to the appropriate Eligible or Not Eligible Status	
					17 Automated Step- GL Suite: Automatically creates the appropriate letter	
					18 Markal Step - BIU- Print and Mail the letter to the Background Check Contact	
					19 Menual Step - BIU: Upload the Oriminal Record (document()) (Note: Only BIU Administrator will be able to see or access this uploaded document)	
					20 On Page Reference - Go To Step 32	
					21 Decision Step- BIU. Is the VSP record in a status of Rejected?	

Example: Process Guides



GL Solutions meets this requirement. The general public will be able to use a verification website to look up and view information online, such as to verify licensee information the Department wishes to share from the GL Suite system. Based on the determination of the agency, only data and/or documentation specified to be "public" will be shown on this verification system. The verification website can display any element of data specified to be shared with the public without need for authentication. The website will allow the public access to real-time information about license status and enables the public to search for records based on status, location, license



duration, etc. GL Suite's security ensures that all public information is available online, but all non-public data will only be available to the Department's staff with appropriate security permissions.

**3.1.2.1.33** The solution will provide user interface features and capabilities including, but not limited to:

- **3.1.2.1.33.1** Pull-down menus and window tabs.
- **3.1.2.1.33.2** Scalable, true-type screen and printing fonts.
- **3.1.2.1.33.3** Uppercase and lowercase alphabetic characters.
- **3.1.2.1.33.4** Ability to tab and mouse-click through data fields and screens.
- **3.1.2.1.33.5** Consistent theme throughout the site and standardize all headings and footers with index tabs as identified by the Department.
- **3.1.2.1.33.6** Generated messages that are clear and sufficiently descriptive to provide enough information for problem correction and be written in full English text.

GL Solutions meets this requirement. GL Suite was developed to increase organization efficiency and as such, incorporates a consistent and user-friendly theme with drop-down menus where appropriate, window tabs, user dashboards that make navigation simple, process guides to walk the user through their workflow, with generated messages to alert of input error and the screen fonts are scalable and True Type.

**3.1.2.1.34** The solution will provide the capability to display confirmation messages for response and request transactions when interfacing with other systems.

GL Solutions meets this requirement. The Solution provides the capability to display confirmation messages for response and request transactions when interfacing with other systems. The confirmation messages can be customized per department as desired.

**3.1.2.1.35** The solution will have the ability to allow users to download or print a copy of completed submitted forms.

GL Solutions meets this requirement. The user will be able to log in, see what forms have been completed or paused in-process, and download and/or print copies of the forms at any stage of the application process.



**3.1.2.1.36** The solution will have the ability to capture and retain data collected when the transmission services are offline for any reason at the location and to send or receive queued system data when services are restored.

GL Solutions meets this requirement. The Solution has the ability to capture and retain data collected with the transmission services are offline for any reason at the location and to send or receive queued system data when services are restored. The re-send intervals can be set by the Department as well but will re-queue automatically until the data is able to be successfully sent.

### **3.1.2.1.37** Existing data are to convert successfully and effectively with minimal customization.

GL Solutions meets this requirement. Well-executed data conversion is essential for project success. GL Solutions offers nearly 25 years of experience examining, optimizing, and successfully utilizing our data conversion strategies in implementations. In addition, GL Solutions offers experience replacing any legacy system and migrating any volume of legacy data. GL Solutions strives to provide accuracy, while minimizing the resources required of your team. To achieve this, we employ deep analysis, intelligent planning, strong collaboration, clear design, logical automation, careful manual manipulation, as well as meticulous testing.

### **Data Conversion**

### **Source Data Preparation**

The client Project Team provides legacy data in ODBC format if possible. If it is not possible, GL Solutions will work with your technical staff to determine an alternate format. Data should be cleansed to minimize data complications. This enables GL Solutions to provide simpler conversion code with fewer exceptions and errors. The client Team verifies the accuracy of source data prior to packaging.

GL Solutions converts legacy data in accordance with the specification and mapping documents and the exception handling process described below. GL Solutions analyzes source data, including the quantity and nature of data to be converted and converts the data in the state in which it is received. GL Solutions will provide an exception report to assist client Team in resolving errors.

SECURE DATA TRANSFER: To ensure data integrity and security, the client Project Team packages source data as an encrypted, compressed file and places the file on a Secure FTP site (SFTP). GL Solutions stores the data on a secure server inside GL Solutions' firewall. Once converted, data is migrated into the GL Solutions Test environment—access requires login credentials that provide adequate security permissions. GL Solutions only stores the data as long as is necessary to support development of your system.

### Data Analysis & Data Conversion Planning

Together, the client team and GL Solutions identify the quantity and nature of data to be converted and plan appropriately. The teams work together to determine what conditions constitute an exception and/or manual processing. They decide whether to convert data automatically or manually on a case-by-case basis. The client produces legacy reports that list key data measures and scenarios that will be used to validate the conversion.



Data Importing and Staging

GL Solutions creates, documents, and executes programs to import all source data into SQL Server to be used for data conversion staging. GL Solutions then performs checks against the original data sources to ensure that all data has been imported.

### Valid Value Analysis

After importing source data, GL Solutions performs valid value analysis, which includes identifying redundancies, valid and invalid values, data inconsistencies, and business validity checks.

### **Specification & Mapping**

In order to clarify and formalize the approach to converting data and to provide direction to data conversion coding, GL Solutions creates a detailed data conversion specification (workflow diagram and crosswalk) for each stage including every data source. GL Solutions first generates a workflow diagram noting physical data structure of the source data along with:

- Tables that will and will not be converted
- Fields that will not be converted from tables being converted
- General relationships between the source data tables

GL Solutions works with client team to facilitate an informal review of the data schema at the beginning of each stage. GL Solutions then creates the data conversion crosswalk, mapping each source data table/element to a new client table/element, noting specific business rule logic and fields that will not be converted. GL Solutions works with you to identify and resolve issues with data conversion and gain approval of the data schema and crosswalk.

### **Exceptions & Manual Processes**

GL Solutions will query the source data to locate normalization problems and provide information to assist the client team in efficient data cleanup. If necessary, we will define manual conversion routines to be executed by the client team.

### Coding

Using the data schema and crosswalk, GL Solutions writes the data conversion code to match the specification to create client entities and their related records. Data conversion code will include the logging of exceptions, which will be compiled into an Exception Report.

### **Test Conversion Runs**

Prior to final conversion, GL Solutions performs two test conversion runs: 1) an initial run and 2) a run using specification/code revisions stemming from the initial run. Tests will first be run in GL Solutions' test environment then in the User Acceptance Testing (UAT) environment. Test systems will be configured to sufficiently simulate the production environment and provide accurate predictors of the time required for the final data conversion run.

### **Final Data Conversion Run**

The final data conversion process implements the data conversion approach defined in the data schema and data



conversion specification. The final data conversion will be run in two environments: first in the GL Solutions' test environment then in the production environment.

### **Exception Handling**

The data conversion code logs source records that do not convert into the exceptions table with explanations as to why the exception took place. After each data conversion run, GL Solutions and the client team review the Exception Report to determine the appropriate action for each exception, such as:

- The mutual decision for the client team to cleanse the data prior to extraction
- Manual post-data conversion clean-up
- An update to the Crosswalk Specification and code to automatically handle the exception
- The decision by the client team to tolerate the exception and do nothing

Data conversion requires a high level of quality assurance—it is the foundation of a successful installation. Our Quality Assurance Specialists are involved from the early stages of conversion design through the final conversion at go-live.

### **Data Cleansing**

Data cleansing is an integral element of GL Solutions' data conversion process. For the best conversion results, GL Solutions generally prefers clients to provide an ODBC or text delimited version of the legacy data in the existing data format on a CD or other media. If this is not possible, we will work with your technical staff to determine an alternate format. We also request that clients provide any available documentation of the legacy data-structure definitions.

Ideally, data submitted to the conversion program is normalized and highly consistent. In such a state, GL Solutions can write simpler conversion code, which will result in fewer exceptions and errors in the final output. We query the source data to locate normalization problems during the crosswalk design phase. This provides your agency with information that allows efficient data cleanup much earlier in the conversion process. Based on our analysis of the data, we will advise you of any data quality issues that will affect the system after conversion. You may choose to alter such data prior to conversion. Otherwise, we will perform data cleansing procedures during the conversion process.

**3.1.2.1.38** The solution will provide a department approved standardized platform that uses a similar look and functionality which gives users a seamless Environmental Health Data Management and Licensing System experience across the "core system," and maintains common user elements across the entire Environmental Health Data Management and Licensing System whenever possible.



GL Solutions will meet this requirement. The look and feel of GL Suite that functionalities are standardized to make for a seamless experience for users who are multi-tasking between other systems. GL Suite functionalities are configurable, as are many of the aesthetics of the system.

**3.1.2.1.39** All data collected by the Enterprise Data Management, Licensing and Certification Services will remain the property of DHHR.

GL Solutions meets this requirement. All data converted into and collected by the Department will remain the property of DHHR.

**3.1.2.2** Specific Division Requirements:

**3.1.2.2.1** The vendor will implement an enterprise solution that will collect and store data and provide licensing and certification tools for the three division within OEHS Public Health Sanitation (PHS), Radiation, Toxics and Indoor Air (RTIA) and Environmental Engineering (EED).

GL Solutions meets this requirement. GL Solutions will implement an enterprise solution that will collect and store data and provide licensing and certification tools for the three divisions within OEHS.

3.1.2.2.2	The vendor will gather the specific information related
	to each of the programs within the divisions listed in
	Section 4.1.2.2.1 once the contract has been awarded.
	These programs include, but not limited to:

3.1.2.2.2.1	Infectious Medical Waste		
3.1.2.2.2.2	Food Manufacturing (Preventive		
	Controls, Acidified, GMP) and Bottled		
	Water		
3.1.2.2.2.3	Pathogen Control		
3.1.2.2.2.4	Radiological Health		
3.1.2.2.2.5	Asbestos Compliance		
3.1.2.2.2.6	Lead Prevention Program		
3.1.2.2.2.7	Clandestine Drug Laboratory		
	Remediation		
3.1.2.2.2.8	Radon		
3.1.2.2.2.9	C & T Licensing and Certification		
3.1.2.2.2.10	Source Water Assessment and Protection		
3.1.2.2.2.11	Infrastructure and Capacity		
	Development		
3.1.2.2.2.12	Compliance, Enforcement and Data		
	Management		

GL Solutions meets this requirement. The Project Management Team will work with each of the divisions listed, as each division will have its own specifications and Departmental needs.



**3.1.2.3** Reporting and Printing Requirements:

3.1.2.3.1	The solution will have the ability to export reports directly from the solution into the user-specified format including, but not limited to:		
	3.1.2.3.1.1	Excel	
	3.1.2.3.1.2	Word	
	3.1.2.3.1.3	Hyper Text Markup Language (HTML)	
	3.1.2.3.1.4	Comma-Separated Value (CSV)	
	3.1.2.3.1.5	Portable Document Format (PDF)	
	3.1.2.3.1.6	Google Docs	
	3.1.2.3.1.7	Google Sheets	

GL Solutions meets this requirement. GL Solutions offers a standard solution for setting up distribution lists for reports. These distribution lists are maintained within the system by staff and can be edited as needed at any time. Reports can be set up to automatically send out to a particular distribution list, or the reports can be run manually with the desired distribution list selected at that time. The report is sent out to each recipient in the distribution list via email.

GL Suite has a built-in ad hoc reporting tool, referred to as GLS Report. GLS Report is a browser-based application that runs from a secure, centralized server, so there is no additional software to install on the user's workstation or laptop. This tool was developed to support our existing clients years ago and has continued to be improved. It is a powerful tool, allowing users to create custom queries on any data in the system. The user can create simple or complex queries with multiple parameters. Users can also determine the sort order of the results. The results can be exported to Excel for further manipulation. In addition to these features, the query can be saved for reuse in the future.

GLS Report provides merging of metadata with data from the database to create reports and pass back PDF documents to the UI to display.

### **Overview of Financial Reporting**

GL Suite provides elaborate and robust analytical reporting capabilities, providing Agencies with an extensive set of tools to get the most out of their system. GL Suite will retrieve data on-demand in any number of desired formats (including Microsoft Word, Excel, PDF and more). GL Suite's accurate, dynamic sorting and filtering mechanism allows staff to track, monitor, and analyze data based on any desired criteria. All GL



Suite reports and queries are supported by the software's sophisticated role-based security system, which determines exactly which users/roles/groups are allowed access to analytical reports.

GL Suite enables Agency staff with appropriate permissions to run all needed predefined reports and queries, enabling authorized staff to track, monitor, and analyze any data stored in the system. GL Suite provides accurate, real-time reporting. Information is always up-to-date, accurate, and consistent. With GL Suite, you can trust your reports to be accurate, reliable, and reflective of the most current system information. During implementation, GL Solutions reviews your reports tailored for you. Predefined reports and queries dynamically display the latest applicable data.

### **Key Feature Summary**

- GLS Reports offers users the ability to select precisely the type of financial data they want to see, and sort and manipulate the returned results
- GL Suite supports both Crystal Reports and SQL Server Reporting Services (SSRS) report creation tools allowing for flexibility when creating financial reports
- Excel and PDF export buttons let you quickly view results in your desired format
- 'Pin' financial query tabs to staff dashboards, enabling them to auto-open upon login
- Users can export click-through results to a variety of formats to share information with others
- Report results can include direct links to exact pieces of data in the query
- Restrict rights to reports and queries, controlling who can view, read, and/or edit each report
- Configure search parameters in order to prompt users to set limits
- Export to Excel, Word, Google Docs, PDF, HTML, CSV, and more.

### **3.1.2.3.2** Vendor software will be able to generate and print invoices.

GL Solutions meets this requirement. GL Suite is well equipped to help the <Agency> manage financial resources, including fee collection and management, invoicing and tracking, payment processing, collections, and reconciliations and audits.

### Fees

Set fee amounts, increase fees, determine when fees are increased, and what records to apply increases to, all by using our interface for configuring GL Suite software, the Control Panel. Because the fees are unique to each invoice type (see below), your organization has complete control and flexibility as fees change from year to year.

### Invoicing

GL Suite creates invoices for all monetary events that happen within your database. It automatically generates an



invoice as part of the application or renewal process. It automatically links every payment with the member, employer, license, etc. to which it is related. The invoice creates a clear link between the fee and the payment.

Invoices are highly configurable and can be used to track any additional information your agency desires (e.g., account codes, batch numbers). We have numerous clients that utilize unique validation numbers for each payment or batch of payments. Others use source codes to track revenue by departments or license types. We can also incorporate payment-problem report codes and use them to generate custom reports.



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#### **Key Feature Summary**

- Invoices can be automatically or manually added to records
- Invoices can be deleted from records
- Invoices can be quickly added to the shopping cart when searched for and in the tree views

Invoices 🗸	Provider* Invoice Quick Search	×   Q ☑
	+Cart PROVIDERTEST Childrens Residential Provider	A

#### Example: Invoice Query

	cel 🕒 Export to PDF							
Add to Cart	Link to Record	First Name	1	Last Name	 Invoice Type	LicenseNumber	Balance	
+Cart	Open			New Life Programs, Inc	Childrens Residential Provider Renewal Fee	438-14-004	100	
+Cart	Open			New Life Programs, Inc	Childrens Residential Provider Renewal Fee	438-14-003	100	
+Cart	Open			James Bentley Treatment Program	Childrens Residential Provider Renewal Fee	782-14-001	100	
+Cart	Open			New Life Programs, Inc	Childrens Residential Provider Renewal Fee	438-14-001	100	
+Cart	Open			New Life Programs, Inc	Childrens Residential Provider Renewal Fee	438-14-002	100	
+Cart	Open			_TestProvider07	Childrens Residential Provider Application Fee	0344-All	500	
+Cart	Open			_TestProvider07	Childrens Residential Provider Renewal Fee	0344-All	100	
+Cart	Open			_testqaproph5	Childrens Residential Provider Application Fee	0359-14-037	500	
+Cart	Open			qas bh prov_test	Childrens Residential Provider Application Fee	0349-14-048	500	
+Cart	Open			gas bh prov_test	Childrens Residential Provider Renewal Fee	0349-14-048	100	

Example: Open Invoice Query Result

# **3.1.2.3.3** Vendor software will be able to generate ad hoc reports specified by the Department.

GL Solutions meets this requirement. GL Suite has a built-in ad hoc reporting tool, referred to as GLS Report. GLS Report is a browser-based application that runs from a secure, centralized server, so there is no additional software to install on the user's workstation or laptop. This tool was developed to support our existing clients years ago and has continued to be improved. It is a powerful tool, allowing users to create custom queries on any data in the system. The user can create simple or complex queries with multiple parameters. Users can also determine the sort order of the results. The results can be exported for further manipulation. In addition to these features, the query can be saved for reuse in the future.

3.1.2.3.4	The solution will contain the following features and
	capabilities including, but not limited to:

- **3.1.2.3.4.1** Printing capability.
- **3.1.2.3.4.2** Ability to define printer, paper size, etc.

**3.1.2.3.4.3** The solution will provide integrated print



capability within the application for any report.

GL Solutions meets this requirement. GL Suite has integrated print capabilities within the application for any report or query with the ability to select printer, define printer, select paper size, etc.

**3.1.2.3.5** The solution shall retain and maintain access to reports as specified by the Department's Retention Policy. (Reference: <u>https://technology.wv.gov/SiteCollec-tionDocuments/Policies%20Issued%20by%20the%20CTO/2019/PO1013 DataBackup Mar2019.pdO</u>

GL Solutions meets this requirement. Data retention will follow the Department's policies.

**3.1.2.4** Support and Training Requirements:

**3.1.2.4.1** The Vendor will provide outreach to users to inform them of training opportunities and document the attendance of Department users of the solution.

GL Solutions meets this requirement. Outreach will be provided to designated contacts within the Department to inform them of training opportunities. Attendance can be documented for any trainings.

**3.1.2.4.2** The Vendor will provide both web-based, videorecorded, and in-person trainings to users prior to the initial implementation of the solution based on a schedule and locations as agreed upon by the Department.

GL Solutions meets this requirement. GL Solutions' training objectives are to provide client staff with the knowledge and materials necessary to use and administer the system effectively and to increase end-user ability to perform essential business functions. To achieve these aims, we "show", "tell", "practice", and repeat these steps until trainees gain mastery. This proven training strategy is executed by a seasoned trainer, who is well versed in the GL Suite software, the intricacies of your new system, and your needs.

(This paragraph is better than one directly below this unless the agency lacks the ability to train end users.) GL Solutions typically recommends a "train-the-trainer" approach to end-user training. Following this method, clients identify a user who specializes in a particular area (a Subject Matter Expert [SME]) and/or a Super User, who will become the "champion" trainer for his/her agency or group. This approach allows our clients to harness the subject-matter expertise of their own staff and direct their internal power-users in mentoring, coaching, and offering support to other staff members.

Experience has shown us that the "train-the-trainer" approach to end-user training provides a less effective preparation for go-live than desired. As a result, we instead train agency end-users directly. We conduct classes using your association's converted data—familiarity with the data being demonstrated will make learning more rapid and long lasting. Trainees work with concrete examples, which allow them to practice, gain confidence, and receive feedback on processes they will use daily.



Trainings typically take 3-4 days, and they are conducted in the days just before go-live. Once your system is live, our trainer remains onsite for additional days to provide guidance and tips as users begin to do their daily work in the new system.

As a supplement to our onsite training, we also offer remote training. If clients are short on time, we can conduct the Pre-Navigation training remotely. We can also do remote follow up trainings if desired/needed.

# **3.1.2.4.3** The Vendor will provide written training materials for both in-person and web-based training options.

GL Solutions meets this requirement. Written training materials for both in-person and web-based training can be provided.

**3.1.2.4.4** The Vendor will submit all training materials to the Department for review and approval at least 45 calendar days prior to the date of the first training session.

GL Solutions provides extensive training with goal of ensuring the Department has a seamless transition at implementation. As such, we provide training materials in a reasonable amount of time for review. Training is customized for the Department and for the configured system, therefore they are not completed until the implementation is at such a point where the system is defined enough to develop the Training Plans. These training plans will be developed with Department Project Manager on board, with timelines agreed upon. We would want to note that while we could adhere to a 45-day approval schedule on training materials, that this also may affect the implementation schedule and Go-Live date.

3.1.2.4.5 The Vendor will provide training materials offered in accessible formats consistent with requirements of the Americans with Disabilities Act (ADA) throughout the life of the solution. (Reference: <u>https://www.ada.gov/regs2010/titleII\_2010/titleII\_2010/titleII\_2010\_regulations.pdO</u>

GL Solutions will meet this requirement. The training materials provided to the Department will be in accessible formats consistent with the requirements of ADA throughout the life of the solution.

**3.1.2.4.6** The Vendor will provide training materials and training courses that are accessible for users who do not speak, read, or write the English language, upon request by the Department according to <u>https://www.hhs.gov/civil-rights/for-individuals/section-1557/translated-resources/index.html</u>.

GL Solutions meets this requirement. Training materials and courses for users who do not speak, read or write the English language can be provided upon request in an accessible format.



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**3.1.2.4.7** The Vendor will obtain independent verification of the accuracy of all translations made pursuant to language and accessibility requirements.

GL Solutions will meet this requirement.

**3.1.2.4.8** The Vendor will provide web-based training available to users throughout the life of the solution.

GL Solutions meets this requirement. Web-based training is available to users throughout the life of the solution.

**3.1.2.4.9** The Vendor will provide a detailed approach to user training with respect to solution modifications.

GL Solutions meets this requirement. Solution modifications are inevitable in any government regulatory agency. As such, we do take a detailed approach to training with any major modification that requires it. Further, the process guides that the user follows to guide them through their workflow are also modified with the system.

**3.1.2.4.10** The solution will maintain a record of all user training that it provides, including the name of the individual trained, the date of training, the specific training completed, and whether the training was in-person or web- based.

GL Solutions meets this requirement. A record will be maintained of all user training provided to include name, date, type of training and method.

**3.1.2.4.11** The Vendor's training records will be included in the data available for reporting.

GL Solutions meets this requirement. Training records can be attached to the employee record available for reporting. Further, Performance Monitoring for Department, Staff and Teams is extensive.

# Performance Monitoring and Reporting

GL Suite's Performance Monitoring business process standardizes the steps and activities management, and other oversight staff use to measure, assess, track, and respond to organization and team objectives. The process enables managers to view current performance, based on established Key Performance Indicators (KPIs), analyze supporting data, and take corrective action. Managers have access to a range of tools for collecting, storing and reporting on KPIs and can organize the data in compelling reports; these reports gather key performance data, like business process and team productivity metrics, to help analyze staff performance, meet agency objectives and retain auditable data. The reports can be designed in such a way that allow for visual representation of performance over time and geography, helping to identify trends.

Performance Monitoring helps managers drill down into individual performance. Personnel evaluations and compensation plans can be created based on the one or more weighted KPIs being measured in the system. GL Solutions offers the capability for organizations to measure organizational, team, and individual performance from data stored within the application by using the Key Progress Indicator (KPI) Tracker. The KPI Tracker provides



a uniform method for collection, storage, and reporting key performance indicators. Additionally, the KPI manager allows users to set up parameters for each KPI by date, team, deadlines, and more. Users will have the capability to determine the frequency of the KPI data collection, as well as whether to auto-generate the report and receive email notifications. One of the tools used within the KPI Tracker is the KPI Viewer, which utilizes GL Suite's integrated Business Intelligence tool to present custom reports based on KPI data. The KPI Viewer will allow users to view KPI details in a rich visual format, with drill-in capabilities, to track and improve upon indicators such as tracking business process duration, project deadlines, and staff productivity to improve efficiency and reduce costs.

Another key feature of Performance Monitoring are email alerts that notify managers of potentially negative outcomes and risks that should be regularly monitored.

Power BI Reports is also a key component of the reporting feature of Performance Monitoring.

# Key feature Summary

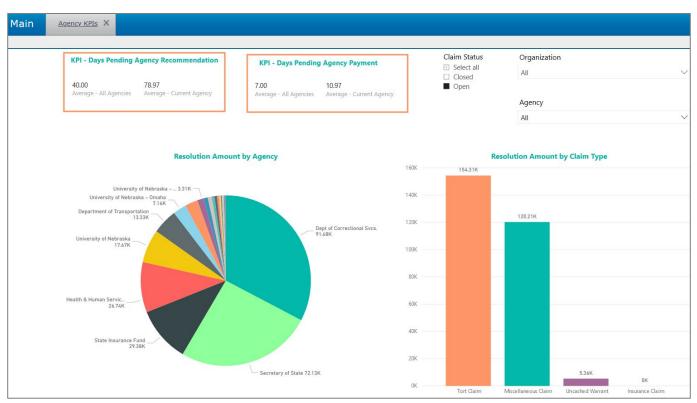
- Track individual, team and department performance
- Establish performance metrics and goals over time
- Create personnel evaluations and incentive compensation plans based on one or more weighted KPI values
- View team dashboards with the ability to drill down into individual performance
- Identify team bottlenecks and workload balancing needs.
- Enable corrective action based on timely data
- Drill-down in data to identify root causes for performance results
- Receive email and other alerts based on indicators that predict negative outcomes
- Receive email based on risk conditions that are regularly monitored
- Track performance at business-appropriate intervals (monthly, weekly, daily etc.)
- Visualize performance over time and geography to identify trends
- Cross compare metrics to identify correlations
- Create simple to very complex KPIs
- Create reports, KPIs and other alerts unique to the agency
- Save supporting data for auditing purposes
- Auditable Supporting data for KPIs retained for each KPI capture
- KPI reports can be sent via email or built in the dashboard of GL Suite
- Define minimum, maximum and target values
- Define objectives by date



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	Manager						
	Active	Owner	КРІ	Description	Min	Мах	Target
	T	T	T		T	T	T
	Active	Customer Service	Team R/Y		0	15	10
	Active	Finance	Team R/Y		0	15	5
	Active	Program Specialist	Team R/Y		0	10	5
	Active	Test Second GroupName	Team R/Y		0	15	5
K	<li>↓ 1 ► ► Page</li>	size: 20 🔻					
In/A	tive New						

Example: KPI Manager for team tasks



Example: KPI's Business Intelligence (BI) Report



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Claim Number	Type of Claim	Claim Amount	Report Date	Claimant Name	Claim Stage	Stage Date	Claim Stage Task Status
T		T T	T	T	•	T	T
2020-19677	Tort Claim	\$1,000,000.00	08/08/2019		Pending Risk Manager Recommendation	08/09/2019	Incomplete
2020-19634	Tort Claim	\$500.00	07/01/2019	test testing	Pending Risk Manager Recommendation	09/13/2019	Incomplete
2020-19634	Tort Claim	\$500.00	07/01/2019	test testing	Pending Risk Manager Recommendation	09/13/2019	Incomplete
2020-19689	Tort Claim	\$50.00	10/01/2019	Aaron Smith	Pending Risk Manager Recommendation	11/05/2019	Incomplete



Results		
Status	Open Enforcement Case	Open Facility
7		
Current	2019-0120	Demo Facility
Current	2019-0121	Test Facility 1
Current	2019-0122	Test Facility 2
Current	2019-0125	Test Facility 3

Example: Staff Dashboard showing open items

# **3.1.2.4.12** The Vendor will provide a user manual to all users.

GL Solutions meets this requirement. GL Suite can help staff navigate complex business processes with ease through the use of their online Process Guides. Process Guides are tailored to each business process designed in GL Suite and provide step-by-step instructions to complete a process from beginning to end. This guidance eliminates guesswork and helps track where your staff are in a process, ensuring that each requirement is met. These guides act as a live user manual, walking staff through the individual workflow steps as they complete tasks.

GL Suite's Process Guides are designed for particular business processes, and every step correlates to action that needs to be taken to complete the business process. The step that is being worked on stays highlighted, making it easy to keep track of where one is in the business process. Each step indicates whether it requires manual interaction, or if the step will be automated. Underlined steps will automatically navigate users to the screen they need with a simple click of the mouse. Clicking Save on a screen to save any changes will automatically take users to the next step in the Process Guide. Some actions, such as creating an application on a licensee record, can even be performed automatically by clicking on the step. The steps of the Process Guide are separated into Process Categories, displayed across the top of the screen, left to right based on configured Process Order. Displaying the Process Order allows different users to jump directly to the section of the Process Guide they need to focus on.

Additionally, Process Guides keep track of user progress within the guide itself and in the Entity tree as well. For example, if a user is working on step 3 of a process guide and the user logs out or is unexpectedly logged out, or simply closes the tab, when the user logs back in, they will be asked if they'd like to restore tabs that were open. If so, the user will be navigated to the Entity they were working on and the Process Guide will automatically open with the step they were on highlighted. The corresponding object in the tree will also be selected. Intentionally closing the process guide by clicking the X in the top, right corner of the process guide, tells GL Suite that user is



done with the process guide and the guide will not reopen after that. The feature also retains where users are in the tree, even if the process guide isn't open. In these cases, when users open the entity tab back up, the object screen the user was on last will open.

#### **Key Feature Summary**

- Step-by-step instructions for the business process being worked
- Process guide categories allow users to execute their specific steps
- Helps users track where each step takes place within a business process
- Lets users know where they are within a business process
- Automatically navigates to the next screen with the click of a button
- Provides users with instructions when they need to process something manually within a business process
- Informs users when actions are automated within a business process
- Tells users when actions are scheduled within a business process
- Asks users if they'd like to restore tabs that were open in the last session
- Navigates user back to the process guide and object screen they were working on when the tab closed
- When process guides are intentionally closed, they will not reopen when the tab is opened again, however, the object screen the user was on will open

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MainTest_Provider ×						
Add V Dalete Sive Refresh	Config Summary Change Log Initial Intake Issue Litense	Administrative Review	Renew License	Send Email Confirmation	Test	Childrens Residential Provider Change of Ownership × A Manual Ster-AD. Craste a new Provider record for the organization that will be isolated the new Internet and Constraints (1) 11 New Front Man II. Buck Record -New Provider (1) 12 Enter Information - New Provider
Provider Application     Provider Application     Pully and Procedures     Information Modification     Childrens Residential Application	Service - 14-002 Level C MH Cł Licening Specialis Application Number - 0408-14-002 Childrein Besternal Genzie Application Pending 04/30/2022- Pending Requests	hildren Resident Service Program Information Program Name: Gender: Age Range: - Diagnosis: Demographic: Total Beds for Service:	Incomplet Task Type Childrens Resi Task	dential Provider Application nancial Resources for 90 Dat paration Task tion Task		13 Note - To save the Providen's Physical Address to be the same at the Malling Address of whom the Malling Address and select the Same AI Malling Address (breakow). 14 Cit Sale Malling Address (bre
0408-14-002: Pending: Change of Ownership		l l	Pending Orranizationa			22 Choose item from menu - Childrens Residential Application / Change of Ownership - Initial Children's Residential Provider Application
Requirements     Involce	Expedite Reason	(			~	2.3 Enter Information - Service Type 2.4 Enter Information - 2.5 Click Save Button - Change of Oxenership - Initial Children's Residential Provider Application
Service Program Information     Inspection	Licensing Specialist	~				3 Automated Step - GL Sulte: Creates the Requirements and the Change of Ownership Workflow     4 Manual Step - AD: Aosign yourself to the Change of Ownership Workflow
> 🦳 Workflow				Export to Excel	Export to PDF	Ownership worknow

Example: Process Guides



SUITe #987654 GLSuite7 Testing Task			Ermies 🗸 test	I의 🖸 🛱 🏹 🗲 💠
ainTest ×	Config Summery Change Log			Background Checks
Tree     Timeline     Type       tree Film Test     Free Case       2     "Test velocitad"       Address     Instructional       1     Instructional       1     Instructional       1     Instructional       1     Instructional		Series Addre v Oter G r Ser v Godor Congr	unt v	1 Annual Section 2 - Sectio

Example: Process Guides

**3.1.2.4.13** The user manual will be subject to Department approval.

GL Solutions meets this requirement. The user manual may be subject to department approval.

**3.1.2.4.14** The user manual will be available online and in hard copy upon request of the user.

GL Solutions meets this requirement. Hard copies can be provided upon request.

3.1.2.4.15 The user manual will be offered in accessible formats consistent with requirements of the Americans with Disabilities Act. (Reference: <u>https://www.ada.gov/regs2010/titleII 2010/titleII 2010/titleII 2010 regulations.pd!)</u>

GL Solutions meets this requirement. The manual will be offered in accessible formats consistent with ADA requirements. The Process Guides (online user manuals) in GL Suite, accessible through any industry-standard web browser, are accessible as is GL Suite itself.

**3.1.2.4.16** The user manual will be available in at least those languages the Department is required to accommodate, in addition to English, pursuant to 45 Code of Regulations (CFR) Section 80.3(b)(2). (Reference: <a href="https://www.hhs.gov/civil-rights/for-individuals/section-1557/translated-resources/index.html">https://www.hhs.gov/civil-rights/for-individuals/section-1557/translated-resources/index.html</a>)



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GL Solutions meets this requirement. The Process Guides (online user manuals) are accessible in translations to other languages utilizing Google Translate.

3.1.2.4.17		will support workforce security wrough such methods including, but not
	3.1.2.4.17.1	Security reminders (at login or screen access).
	3.1.2.4.17.2	Training reminders
	3.1.2.4.17.3	Online training capabilities
	3.1.2.4.17.4	Training tracking
	3.1.2.4.17.5	Others as defined by the Department.

GL Solutions meets these requirements. Security reminders, such as those to remind the User it is time to change their password, or other reminders such as training as set by the Department can occur at screen access or login. Their staff dashboard can also include reminders. The Solution includes online training capabilities as well as training tracking *(see Section 3.1.2.4.11, under Performance Monitoring).* 

**3.1.2.4.18** The training environment will include all data elements that are in the production region and contain sufficient and representative data records for training purposes.

GL Solutions meets this requirement.

**3.1.2.4.19** The Vendor will provide a technical support center.

GL Solutions meets this requirement. GL Solutions provides continuous maintenance and help desk support. Technical support can be reached by either email or phone calls. In the case that the dedicated Agency Partner is unavailable, depending on the issue, we route to other Agency Partners, managers, or directly to our development staff.

GL Solutions' technical support staff works hard to help provide your agency with a simple, easy software experience. Agency Partners are trained to be responsive and will contact you if clarification is needed, often on the same day the issue is received. They will ask the necessary questions in order to gather the details needed to clearly articulate what you need to get the issue resolved or request implemented. They are patient and willing to spend however long it takes to correctly understand the scope at the onset of a request, knowing that an unclear request at the beginning of a process will cost your agency time in the



future. Your team at GL Solutions is organized, passionate and committed to providing personal service to your agency.

GL Solutions has invested heavily in our technical support processes to ensure that client's issues are resolved quickly and successfully. We put a strong emphasis on the documentation of our continuous improvement efforts, allowing each individual employee access to a wealth of proven, established processes and best-practices.

# **3.1.2.4.20** The solution will document call information, as agreed upon by the Department.

GL Solutions meets this requirement. All communications between GL Solutions and its clients are documented within GL Suite. When a call is received for an issue, a task is created in the software which will be accessible GL Solutions and the Department.

**3.1.2.4.21** The technical support center hours of operation will be Monday through Friday, from 9:00 a.m. to 8:00 p.m. Eastern Time (ET) and on an emergency basis as requested by the Department. The technical support center may be closed for standard Federal holidays and West Virginia State holidays.

GL Solutions meets this requirement. Our hours of operation for Help Desk support this, as well as 24x7 emergency support services as needed.

**3.1.2.4.22** The Vendor will return all after-hour calls by the next business day, in the caller's preferred language and/or through oral interpretation services. (Reference: <u>https://www.hhs.gov/civil-rights/for-individuals/section-1557/translated-resources/index.html</u>.

GL Solutions meets this requirement.

- **3.1.2.4.23** The Vendor will provide functionality to manage calls to the Technical Support Center including, but not limited to:
  - **3.1.2.4.23.1** Creation of tickets.
  - **3.1.2.4.23.2** Editing existing tickets.
  - **3.1.2.4.23.3** Sorting of technical support center ticket information.
  - 3.1.2.4.23.4 Filtering of technical support center



#### tickets or electronic records.

GL Solutions meets this requirement. Users may submit tickets through GL Suite, and include screen shots or supporting documentation, and these tickets can be viewed and sorted as well. GL Solutions' strategy for ongoing development and support is encapsulated by our GL Simple service and support model. GL Simple—a simple solution that includes dedicated support, and expert guidance.

Welcome to the Clier	nt Portal			
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Client Summary	Notifications			😽 Excel 🗾 I
equest New Task	Due	Business Process Type	Assigned To	Subject
sks Requiring Action		T	T	T
ioritize Tasks Isk Summary	Open 05/11/2022	Controlled Substance Appr Registration Application	roval	[496681] Approval Requested 496681 Update CSR Certificate Email to Include WORx Registration Information
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ish List nnual Goals	Open 06/09/2022	Appr	oval	[499159] Goal and Scope - 499159 - Website: Controlled Substance Renewal
ocoming Meetings	Open 06/15/2022	Website - Controlled Substance Renewal	oval	[496680] Approval Requested 496680 Update DEA Registratior Page to Allow Input of Pending Registration Info
eopen Warranty Task	Open 08/02/2022	Appr	oval	[500388] Approval Requested 500388 Add Temporary Pharmac Permit Number to Immunization provider Certificates
ocumentation		Substance Renewal Appr		Approval Requested 496680 Update DEA Regist Page to Allow Input of Pending Registration Info [500388] Approval Requested 500388 Add Temporary Phi

- **3.1.2.4.24** The Vendor's Technical Support Center will have the ability to track data including, but not limited to:
  - 3.1.2.4.24.1 The caller
  - **3.1.2.4.24.2** The question(s) and/or issue(s)
  - 3.1.2.4.24.3 The Vendor staff responding to the

ticket

**3.1.2.4.24.4** The date(s)

3.1.2.4.24.5 The time(s)

3.1.2.4.24.6 The status (opened or closed)



## 3.1.2.4.24.7 Problem resolution.

GL Solutions meets this requirement. Users may submit tickets through GL Suite, and include screen shots or supporting documentation, and these tickets can be viewed, tracked and sorted as well to include date, time, personnel reporting/assigned and the resolution steps. The ticket is not closed until accepted by the client. GL Solutions' strategy for ongoing development and support is encapsulated by our GL Simple service and support model. GL Simple—a simple solution that includes dedicated support, and expert guidance.

Active Notifications GLP Main	Task Search	t Summary - Task Summary X Tasks Requiring Client Action X Website - Controlled Substance Renewal X
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🔳 🔄 Association	Task#	496680
🔄 🦳 BusinessProcess	Task Type	Web Site - Enhancement
Tasks 496680: Update DEA Registration	Subject	Update DEA Registration Page to Allow Input of Pending Registration Info
Page to Allow Input of Pending	Task Status	Complete
Registration Info: Complete: Approval Requested	Expected Delivery Date	06/09/2022
	Date Completed:	06/03/2022
🖬 🔄 Names	Task Priority	P2
🗉 🔄 Specification	Client Requested Priority	0
📧 🔄 Testing	Completion Percentage	0
	Agency SME	▼
	Request Description	Request Subject: Update DEA Registration Page to Allow Input of Pending Registration Info
		Describe in detail the enhancement you would like to make: Applicants need the option to input information for their  CEA Registration when their registration status is pending.
	SalesCon TaskPhase#	49950
	SalesCon Completed	1 - Complete
	SalesCon Date Modified	06/03/2022 03:36 AM
	Priority	
	Change Design Entity Association	Business Process: Website - Controlled Substance Renewal
	Task Approval Status	Approval Requested 🗸
	Note: APPROVALS ARE UN	ICONDITIONAL; if issues remain provide details in Notes section below and set the Status to Approval Rejected.
	Task Approval Note	Bource & X ि B B A → Ix B I U S x x x Font - Size -
	(add note prior to changing Approval Status)	

**3.1.2.4.25** The solution will use automated menus, including an easily accessible option for reaching a live operator.

GL Solutions meets this requirement.

**3.1.2.4.26** The solution will provide assistance to inquiries received from persons who require special assistance including, but not limited to:



**3.1.2.4.26.1** Persons with Limited English Proficiency (LEP).

**3.1.2.4.26.2** Persons with vision disabilities.

**3.1.2.4.26.3** Persons with hearing disabilities.

**3.1.2.4.26.4** Persons with speech disabilities.

GL Solutions meets this requirement.

**3.1.2.4.27** The solution will include an online option for users to report any technical problems.

GL Solutions meets this requirement. Issues can be submitted online through the Solution, which will reach GL Solutions staff who will then determine severity of the issue before reviewing

3.1.2.5 Security Requirements:

- 3.1.2.5.1 The Enterprise Data Management, Licensing and Certification Services must be secure, based on a recognized industry standard of security (e.g., as defined by the U.S. Commerce Department's National Institute of Standards and Technology, or NIST which can be found at <u>https://www.nist.gov/cybersecurity</u>). The Vendor must conform to all relevant Federal and State regulations and publications within thirty (30) days of the initial contract term or appropriate renewal term, which will include at a minimum:
  - **3.1.2.5.1.1** Federal Information Security Risk Assessment (ISRA) Procedures.
  - 3.1.2.5.1.2 HIPAA Compliance for Business Associates (https://www.hhs.gov/hipaa/forprofessionals/ privacy/guidance/businessassociates/index.html).
  - **3.1.2.5.1.3** Privacy Act of 1974 at 5 U.S.C. 552a (<u>https://osc.gov/Pages/Privacy-Act.aspx</u>).
  - **3.1.2.5.1.4** Federal Information Security Management Act (FISMA)



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(https://www.cisa.gov/federalinformation-security-modernization-act).

GL Solutions meets these requirements. GL Solutions complies with the standards adopted by the National Institute of Standards and Technology of the United States Department of Commerce (NIST 800-53), PCI-DSS, FISMA, HIPAA, as well as those defined in the Privacy Act of 1974.

3.1.2.5.2	The Vendor shall conform all relevant State regulations, which will include at a minimum:			
	3.1.2.5.2.1	West Virginia Code Breach of Security of Consumer Information (West Virginia Code, Chapter 46A, Art. 2A https://code.wylegislature.gov/46A-2A/).		

- **3.1.2.5.2.2** West Virginia Computer Crime and Abuse Act (West Virginia Code, Chapter 61, Art. 3C <u>https://code.wvlegisla-ture.gov/61-3C/</u>).
- **3.1.2.5.2.3** The Enterprise Data Management, Licensing and Certification Services must comply with the West Virginia Executive Branch Privacy Policy: Security Safeguards (https://code.wvlegisla-ture.gov/61-3C/).

GL Solutions meets these requirements. GL Solutions conforms to all of these relevant West Virginia regulations.

**3.1.2.5.3** The Vendor must agree to incorporate all requirements mandated through Federal and State regulations and legislation, including new reporting requirements. The Vendor will ensure that the Data Management and Licensing Solution Services is current in its ability to accept and employ new standards and requirements as they occur. Formalized change control will be used for all such changes, during all phases of the project as defined by the DHHR Change Management Process.

GL Solutions meets this requirement and agrees to incorporate all requirements as mandated. GL Solutions is current in its ability to accept and employ new standards and requirements as they occur. GL Solutions utilizes Change Management Methodologies during all phases of the project and into maintenance and support period.

**3.1.2.5.4** The Vendor must provide right of access to systems, source code, and facilities to the DHHR or its designee and federal personnel to conduct audits and inspections. The Vendor will provide access to data, systems, and



documentation required by auditors and inspectors.

GL Solutions will meet this requirement.

**3.1.2.5.5** The Vendor must comply with all current security policies and procedures of DHHR and the WVOT (West Virginia Office of Technology) and stay current with policies and procedures through the life of the contract. Current policies and procedures may be found at the following:

3.1.2.5.5.1 DHHR: http://www.wvdhhr.org/mis/policies.asp

3.1.2.5.5.2 West Virginia Office of Technology: http://www.technology.wv.gov/security/Pa ges/policies-issued-by-the-cto.aspx

GL Solutions meets these requirements.

**3.1.2.5.6** The solution will terminate authorized sessions after thirty (30) minutes of inactivity, after a warning message is displayed to the user informing them that the session will terminate in an identified period of time.

The timeout requirements will be configurable and distinct for each system environment and user role.

GL Solutions meets this requirement. Authorized sessions can be terminated after any period set/configured and can display a warning message to indicate session will expire.

**3.1.2.5.7** The solution will support archiving of user profiles, to be stored for a period of time specified by the State.

GL Solutions meets this requirement. User profiles can be archived and stored for any period of time specified by the State.

- **3.1.2.5.8** The solution will audit and track all activity specific to each user, including but not limited to:
  - **3.1.2.5.8.1** Invalid log-in attempts
  - **3.1.2.5.8.2** Transaction activities
  - **3.1.2.5.8.3** Track adds, changes, and deletes of



	individual member data
3.1.2.5.8.4	Password changes
3.1.2.5.8.5	Security Question / Key Creation
3.1.2.5.8.6	Updates to Security Questions
3.1.2.5.8.7	User Navigation History
3.1.2.5.8.8	Comprehensive History of Assigned Cases
3.1.2.5.8.9	Other elements as defined by the State

. . . . . .

GL Solutions meets these requirements. The Solution has extensive change history and audit capabilities.

### Accountability

GL Suite captures audit trail information on every screen, for authorized users to view a history of changes made to the database by each user, including date and time stamps for changes, fields changed, and detailing the data both before and after the changes. GL Suite is able to provide audit log reports at various levels of detail to meet various specific needs.

GL Suite ensures data integrity both by system design and by rule configuration. GL Suite's database structure is static—neither GL Solutions nor our clients modify core database tables. This fact in itself assures high-level data integrity.

Data integrity is also maintained during data entry. Data validation and error detection are regular GL Suite capabilities and are available on both the public-facing web interface and the back-office interface. For one, whenever feasible, we can create dropdown menus with pre-selected text for users to select. This ensures that data entered is appropriate and correctly inputted from the beginning. Additionally, GL Suite has a standard set of verification rules, such as for phone numbers, dates, and Social Security numbers. The system prevents invalid data entries, such as entering an invalid date in a Date field, by various means. First, we designed GL Suite's core code to prevent users from entering and saving invalid dates to the database. Second, we have configured rules that reformat dates entered in diverse formats to be consistent. If the date entered is invalid, the system will prompt the user with an alert and prevent the data from entering the database. This is important because it allows for consistent and accurate data mining/reporting.

GL Suite can ensure that the inputted city and state match the zip code and that addresses entered are only from a particular state. We can configure every property to be either required or optional, and each can have its own set of validation rules. At each step, users can be restricted from continuing if information is missing or improperly entered. We can create any sort of verification rules necessary for your system's efficiency and accuracy.



GL Suite can also be configured to return a variety of messages to assist users when data entered is incomplete or incorrect. GL Suite validates that data has been entered correctly upon Save. If data is entered incorrectly or insufficiently, upon Save GL Suite will present prompts according to business rules logic. For example, if business rules require that a staff member be assigned to each application and a staff member is not assigned, GL Suite will notify the user.

# Audits

GL Suite tracks all information and supporting records related to an entity (such as individuals, businesses, buildings, items, exams, and transactions) and organizes the information into a customizable Navigation Tree. It also tracks the associations between entities. For example, accountants and accounting firms are tracked as separate entities, but GL Suite also allows you to track bi-directionally which accountants work at which accounting firms. It will also track the history of these relationships and will enable you to see every firm that an accountant has worked with and/or all accountants who have ever worked for a specific firm.

GL Suite offers various audit capabilities. It enables your agency to track all notices sent and documentation received. GL Suite saves the final version (as well as any modifications) of each correspondence with its related record. Because GL Suite maintains historical information in perpetuity, all correspondence can be easily retrieved, tracked, audited, and/or re-sent at any time.

Historical information can be sorted chronologically or in ascending or descending alphabetical order by default, and users can choose to re-sort using a menu of predefined sort orders. When users pull up a record, they can quickly view historical information, including but not limited to:

- Activities related to each application and renewal
- Information related to licenses, permits, and certificates
- Address changes and other updates to contact information
- Status changes
- Complaints, inspections, investigations, compliance, and corrective actions
- Fees, fines, invoices, and payments
- Changes to attached files

GL Suite can log all transactions to provide an audit trail of system access and activity. It will track all system changes, capturing information about the user who made the change, the nature of the change, and the date and time of the change. It can even record a full snapshot of an entire record before modification and the proposed value of fields on the record after the change is committed, along with the user ID, date, and time of the change. When viewing the details associated with a record, the user can see both the previous and current status of the record and its associations (such as applications), who created the record and when, who modified it and when, why the status was changed, and various other details about the record's history.

**3.1.2.5.9** The solution will collect sufficient detail to produce an immutable audit log of all system activity (both manual and automated), including the following elements:



3.1.2.5.9.1	User Identification
3.1.2.5.9.2	Machine/Internet Protocol Address Identification
3.1.2.5.9.3	Time and Date of Action
3.1.2.5.9.4	Actions Performed
3.1.2.5.9.5	Other elements as defined by the State.

GL Solutions meets these requirements. GL Suite tracks all information and supporting records related to an entity (such as individuals, businesses, buildings, items, exams, and transactions) and organizes the information into a customizable Navigation Tree. It also tracks the associations between entities. For example, accountants and accounting firms are tracked as separate entities, but GL Suite also allows you to track bi-directionally which accountants work at which accounting firms. It will also track the history of these relationships and will enable you to see every firm that an accountant has worked with and/or all accountants who have ever worked for a specific firm.

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- Information related to licenses, permits, and certificates
- Address changes and other updates to contact information
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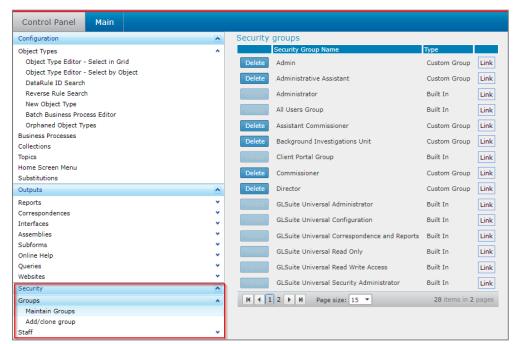
record and its associations (such as applications), who created the record and when, who modified it and when, why the status was changed, and various other details about the record's history.

**3.1.2.5.10** The Vendor will provide authorized requestors a report containing the security profile for an individual or role.

GL Solutions meets this requirement.

**3.1.2.5.11** The solution will record an immutable audit log of security role assignment and revocation activities performed within the solution and changes to security role assignments on servers and in databases.

GL Solutions meets this requirement. The Solution has extensive auditing capabilities, as described in 3.1.2.5.9 and further, does record security role assignment/revocation activities and changes to security role assignments.



Example: Security Group Access in User Control Panel

- **3.1.2.5.12** The solution will generate audit reports and based on a request from authorized requestors at the State.
- **3.1.2.5.13** The Vendor will provide a Disaster Recovery and Business Continuity Plan, to provide emergency backup of the Enterprise Data Management,



> Licensing and Certification Services and a disaster recovery plan to maintain business functions. The Vendor may include resources outside West Virginia, but within the United States, as part of this plan. and maintain the plan with at least annual updates. The Disaster Recovery Plan will include:

**3.1.2.5.13.1** Established processes for business impact analysis that determine the severity and impact of an emergency event.

**3.1.2.5.13.2** Provision of an analysis of operational capabilities to the State immediately following any emergency event.

- **3.1.2.5.13.3** Recommendations and associated risks to the State following any emergency event.
- **3.1.2.5.13.4** Communication plans (should be updated and distributed on a quarterly basis).

GL Solutions meets this requirement.

**3.1.2.5.13.5** A structured contingency and escalation process in the case of system outage.

GL Solutions meets this requirement and agrees to DRP plan maintenance. When clients host with GL Solutions and subscribe to GL Simple (maintenance and support), we take on disaster recovery responsibilities and support disaster recovery scenarios capable of meeting most agencies' availability objectives. GL Solutions has created and maintains a meticulously designed and planned Disaster Recovery Plan (DRP). Because our DRP contains information that could compromise network security if disclosed, we do not release it in its entirety to outside entities other than our security consultants with a non-disclosure agreement (NDA). What follows is a basic description of the disaster recovery services GL Solutions provides to our customers, based on the software maintenance plan they subscribe to.

• GL Simple Enterprise includes hardware redundancy, automated site monitoring and response, disaster plan testing, three months of backup data, disaster recovery within one hour.



- GL Simple Professional includes hardware redundancy, 14 days of backup data, disaster recovery within three days.
- GL Simple Standard includes seven days of backup data and disaster recovery within 14 days.

Highly available applications typically require redundant physical equipment, communication infrastructure and complex system administration and maintenance. GL Solutions provides disaster recovery scenarios capable of providing a viable disaster recovery. The Disaster Recovery service is not intended to limit or exclude other particular disaster recovery scenarios or technologies.

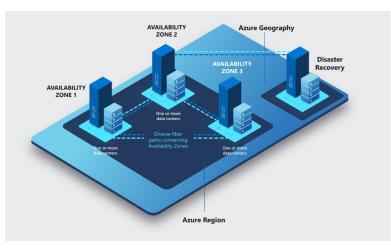
### **Microsoft Azure**

Many organizations require both high availabilities provided by availability zones that are also supported with protection from large-scale phenomena and regional disasters. Azure regions are designed to offer protection against local disasters with availability zones.

# **Cross-Region Replication**

To ensure customers are supported across the world, Azure maintains multiple geographies. These discrete demarcations define a disaster recovery and data residency boundary across one or multiple Azure regions.

Cross-region replication is one of several important pillars in the Azure business continuity and disaster recovery strategy. Cross-region replication builds on the synchronous replication of your applications and data that exists by using availability zones within your primary Azure region for high availability. Cross-region replication asynchronously replicates the same applications and data across other Azure regions for disaster recovery protection.



Microsoft Azure Availability/Cross-region replication

Azure services take advantage of cross-region replication to ensure business continuity and protect against data loss. Azure provides several storage solutions that make use of cross-region replication to ensure data availability. For example, Azure geo-redundant storage (GRS) replicates data to a secondary region automatically. This approach ensures that data is durable even if the primary region isn't recoverable.



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Not all Azure services automatically replicate data or automatically fall back from a failed region to cross-replicate to another enabled region. In these scenarios, recovery and replication will be configured by GL Solutions per Department requirements.

Primary and ripple benefits of cross-region replication are complex, extensive, and deserve elaboration. These benefits include:

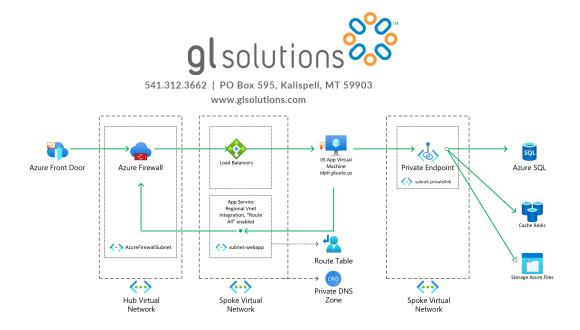
- **Region recovery sequence**: If a geography-wide outage occurs, recovery of one region is prioritized out of every enabled set of regions. Applications that are deployed across enabled region sets are guaranteed to have one of the regions prioritized for recovery. If an application is deployed across regions, any of which isn't enabled for cross-regional replication, recovery can be delayed.
- Sequential updating: Planned Azure system updates for your enabled regions are staggered chronologically to minimize downtime, impact of bugs, and any logical failures in the rare event of a faulty update.
- **Physical isolation**: Azure strives to ensure a minimum distance of 300 miles (483 kilometers) between datacenters in enabled regions, although it isn't possible across all geographies. Datacenter separation reduces the likelihood that natural disasters, civil unrest, power outages, or physical network outages can affect multiple regions. Isolation is subject to the constraints within a geography, such as geography size, power or network infrastructure availability, and regulations.

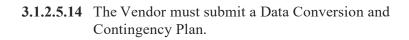
East US	West US
East US 2	Central US
North Central US	South Central US
West US 2	West Central US
West US 3	East US

#### **Microsoft Azure Regions**

GL Solutions utilizes multiple, redundant Microsoft Azure data centers for the storage and failover of the application. Azure support restoration of service with minimal downtime. Azure hosting with load balancing provides for geographically redundant storage and system components.

# Generalized Architecture pattern utilized by the solution:



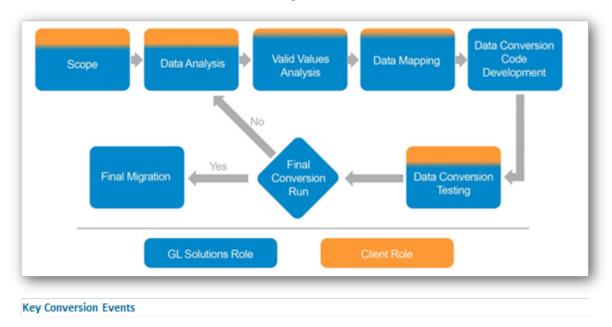


GL Solutions meets this requirement and will submit a Data Conversion and Contingency Plan in Project Initiation.

Well-executed data conversion is essential for project success. GL Solutions offers nearly 25 years of experience examining, optimizing, and successfully utilizing our data conversion strategies in implementations. In addition, GL Solutions offers experience replacing any legacy system and migrating any volume of legacy data. GL Solutions strives to provide accuracy, while minimizing the resources required of your team. To achieve this, we employ deep analysis, intelligent planning, strong collaboration, clear design, logical automation, careful manual manipulation, as well as meticulous testing.

**Conversion & Migration Events** 





### **Source Data Preparation**

The client Project Team provides legacy data in ODBC format if possible. If it is not possible, GL Solutions will work with your technical staff to determine an alternate format. Data should be cleansed to minimize data complications. This enables GL Solutions to provide simpler conversion code with fewer exceptions and errors. The client Team verifies the accuracy of source data prior to packaging.

GL Solutions converts legacy data in accordance with the specification and mapping documents and the exception handling process described below. GL Solutions analyzes source data, including the quantity and nature of data to be converted and converts the data in the state in which it is received. GL Solutions will provide an exception report to assist client Team in resolving errors.

**SECURE DATA TRANSFER:** To ensure data integrity and security, the client Project Team packages source data as an encrypted, compressed file and places the file on a Secure FTP site (SFTP). GL Solutions stores the data on a secure server inside GL Solutions' firewall. Once converted, data is migrated into the GL Solutions Test environment—access requires login credentials that provide adequate security permissions. GL Solutions only stores the data as long as is necessary to support development of your system.

# Data Analysis & Data Conversion Planning

Together, the client team and GL Solutions identify the quantity and nature of data to be converted and plan appropriately. The teams work together to determine what conditions constitute an exception and/or manual processing. They decide whether to convert data automatically or manually on a case-by-case basis. The client produces legacy reports that list key data measures and scenarios that will be used to validate the conversion.

#### Data Importing and Staging

GL Solutions creates, documents, and executes programs to import all source data into SQL Server to be used for



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data conversion staging. GL Solutions then performs checks against the original data sources to ensure that all data has been imported.

# Valid Value Analysis

After importing source data, GL Solutions performs valid value analysis, which includes identifying redundancies, valid and invalid values, data inconsistencies, and business validity checks.

# **Specification & Mapping**

In order to clarify and formalize the approach to converting data and to provide direction to data conversion coding, GL Solutions creates a detailed data conversion specification (workflow diagram and crosswalk) for each stage including every data source. GL Solutions first generates a workflow diagram noting physical data structure of the source data along with:

- Tables that will and will not be converted
- Fields that will not be converted from tables being converted
- General relationships between the source data tables

GL Solutions works with client team to facilitate an informal review of the data schema at the beginning of each stage. GL Solutions then creates the data conversion crosswalk, mapping each source data table/element to a new client table/element, noting specific business rule logic and fields that will not be converted. GL Solutions works with you to identify and resolve issues with data conversion and gain approval of the data schema and crosswalk.

#### **Exceptions & Manual Processes**

GL Solutions will query the source data to locate normalization problems and provide information to assist the client team in efficient data cleanup. If necessary, we will define manual conversion routines to be executed by the client team.

# Coding

Using the data schema and crosswalk, GL Solutions writes the data conversion code to match the specification to create client entities and their related records. Data conversion code will include the logging of exceptions, which will be compiled into an Exception Report.

# **Test Conversion Runs**

Prior to final conversion, GL Solutions performs two test conversion runs: 1) an initial run and 2) a run using specification/code revisions stemming from the initial run. Tests will first be run in GL Solutions' test environment then in the User Acceptance Testing (UAT) environment. Test systems will be configured to sufficiently simulate the production environment and provide accurate predictors of the time required for the final data conversion run.

#### **Final Data Conversion Run**

The final data conversion process implements the data conversion approach defined in the data schema and data conversion specification. The final data conversion will be run in two environments: first in the GL Solutions' test environment then in the production environment.



## **Exception Handling**

The data conversion code logs source records that do not convert into the exceptions table with explanations as to why the exception took place. After each data conversion run, GL Solutions and the client team review the Exception Report to determine the appropriate action for each exception, such as:

- The mutual decision for the client team to cleanse the data prior to extraction
- Manual post-data conversion clean up
- An update to the Crosswalk Specification and code to automatically handle the exception
- The decision by the client team to tolerate the exception and do nothing

#### **Data Conversion Process Timeline**

Data conversion requires a high level of quality assurance—it is the foundation of a successful installation. Our Quality Assurance Specialists are involved from the early stages of conversion design through the final conversion at go-live.

### Data Cleansing

Data cleansing is an integral element of GL Solutions' data conversion process. For the best conversion results, GL Solutions generally prefers clients to provide an ODBC or text delimited version of the legacy data in the existing data format on a CD or other media. If this is not possible, we will work with your technical staff to determine an alternate format. We also request that clients provide any available documentation of the legacy data-structure definitions.

Ideally, data submitted to the conversion program is normalized and highly consistent. In such a state, GL Solutions can write simpler conversion code, which will result in fewer exceptions and errors in the final output. We query the source data to locate normalization problems during the crosswalk design phase. This provides your agency with information that allows efficient data cleanup much earlier in the conversion process. Based on our analysis of the data, we will advise you of any data quality issues that will affect the system after conversion. You may choose to alter such data prior to conversion. Otherwise, we will perform data cleansing procedures during the conversion process.

**3.1.2.5.15** The Vendor will maintain the same level of security compliance during any interruption of normal operations as outlined in the Contract.

GL Solutions meets this requirement.

**3.1.2.5.16** The solution will provide a process for accessing all data in the event of an emergency while also maintaining confidentiality and integrity of said data during emergency operations.

GL Solutions meets this requirement.



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**3.1.2.5.17** The Vendor should conduct a disaster recovery exercise and provide the results to the designated State staff on an annually agreed-upon basis. State staff should be included in the exercise.

GL Solutions will meet this requirement.

**3.1.2.5.18** The Vendor will have a remote backup facility at least fifty (50) miles away from the primary data center.

GL Solutions meets this requirement.

Microsoft Azure Regions		
East US	West US	
East US 2	Central US	
North Central US	South Central US	
West US 2	West Central US	
West US 3	East US	

GL Solutions utilizes multiple, redundant Microsoft Azure data centers for the storage and failover of the application. Azure support restoration of service with minimal downtime. Azure hosting with load balancing provides for geographically redundant storage and system components.

3.1.2.5.	<b>19</b> The Vendor will deliver reporting on all unauthorized disclosures of Personally Identifiable Information (PII) immediately upon discovery.
GL Solutions meets this requirement.	
3.1.2.5.20	The Vendor will deliver reporting on all unauthorized disclosures of Federal Tax Information (FTI) immediately upon discovery.
GL Solutions meets this requirement.	
3.1.2.5.21	The Vendor will deliver reporting on all unauthorized disclosures of data immediately upon discovery.
GL Solutions meets this requirement.	
3.1.2.5.22	The solution will monitor, detect, and report malicious software.
GL Solutions meets this requirement. GL Solutions utilize threats, vulnerabilities, attacks and other threats and ag	es tools, to include AlienVault, in monitoring for malicious rees to report such instances to the Department.



**3.1.2.5.23** The Vendor will conduct penetration testing of the solution. The results will be delivered to the State.

GL Solutions meets this requirement.

**3.1.2.5.24** The Vendor will deliver a Security, Privacy, and Confidentiality Plan and maintain the plan with at least annual updates.

GL Solutions meets this requirement.

**3.1.2.5.25** The solution will provide security incident reporting inclusive of mitigation measures to address the reported incident.

GL Solutions meets this requirement.

**3.1.2.5.26** The Security, Privacy, and Confidentiality Plan will include an incident response plan that aligns with State and Federal requirements.

GL Solutions meets this requirement.

**3.1.2.5.27** The Vendor will deliver the system architectural activity and process diagrams that detail security and privacy controls.

GL Solutions meets this requirement. We provide security specifications and workflow diagrams. All documentation can be made available upon approval.

**3.1.2.5.28** The solution will ensure administrative interfaces are not accessible from the public internet portal.

GL Solutions meets this requirement. The administrative interfaces are accessible only by those authorized by the department with appropriate log-in credentials. The public internet portal only has access points for public logins, as those to maintain public user accounts and applications online.

**3.1.2.5.29** All vendor-owned computers and devices will:

**3.1.2.5.29.1** Be protected by industry standard virus protection software, which is automatically updated with a State approved scan



schedule.

**3.1.2.5.29.2** Install all security patches that are relevant to the applicable operating system and all other system software.

GL Solutions meets these requirements. GL Solutions adheres to high security standards and conducts an annual SOC2 Audit. GL Solutions also agrees to comply with approved State scan schedules.

**3.1.2.5.30** The vendor will maintain compatibility with State software and systems.

GL Solutions meets this requirement.

**3.1.2.5.31** The vendor will utilize only licensed software and hardware solutions that have not been classified as End-of-Life (EOL).

GL Solutions meets this requirement. GL Suite 7, our latest version of our SaaS Solution will be utilized, released in 2022.

**3.1.2.5.32** The Vendor will sign any documents and agreements that are necessary to keep the vendor in compliance with the State Information Technology Security Policies.

GL Solutions meets this requirement.

**3.1.2.5.33** The solution will provide complete logical and physical segregation of the West Virginia Integrated Eligibility Solution data and files from the data and files of other vendor/vendor customers.

GL Solutions meets this requirement.

**3.1.2.5.34** The vendor will provide State-designated resources with necessary access to components of the solution.

GL Solutions meets this requirement and can provide authorized State-designated resources with desired access to components of the Solution. GL Solution strives to ensure that authorized State staff are able to perform configurations for the Solution as desired.



**3.1.2.5.35** The Vendor will conduct information security assessments and audits of the solution (to be conducted internally by the vendor, by the State, or by an external entity hired by the State) as directed by the State.

GL Solutions meets this requirement and agrees.

**3.1.2.5.36** The Vendor will conduct semi-annual security assessments, the results of which will be delivered to the State. The results will include a plan and schedule to mitigate and resolve any findings and workarounds to mitigate the finding during implementation of the permanent fix.

GL Solutions meets this requirement land will conduct semi-annual security assessments to be delivered to the State. Included will be findings and assessment mitigation plan.

The Vendor will conduct a security assessment of any new functionality prior to its deployment to production, the results of which will be delivered to the State. The Vendor will obtain State approval for proposed resolutions to all assessment findings prior to deployment to
findings prior to deployment to production.

GL Solutions meets this requirement. Testing of new functionalities is performed prior to any deployment.

3.1.2.5.38 All security assessments conducted by the Vendor will be inclusive of vulnerability scans of the solution and the results of the vulnerability scan will be included with the security assessment results.
3.1.2.5.39 The solution will utilize a Security Information and Event Management (SIEM) solution that generates alerts for attempts to access unauthorized databases



- **3.1.2.5.40** The Vendor will maintain documentation of encryption keys, interface credentials, and service account credentials. The Vendor will provide this documentation to the State any time an update is made.
- **3.1.2.5.41** The Vendor will provide continuous monitoring of the solution using Intrusion Detection Software (IDS).
- **3.1.2.5.42** The Vendor will provide reports at intervals determined by the State from the Intrusion Detection Software (IDS).
- **3.1.2.5.43** The Vendor will provide continuous monitoring of the solution using Intrusion Protection Software (IPS).

GL Solutions meets this requirement. And will provide continuous monitoring of the solution using IPS. In addition, can provide our annual SOC 2 audit reports to the Department.

**3.1.2.5.44** The Vendor will provide reports at intervals determined by the State from the Intrusion Protection Software (IPS).

GL Solutions meets this requirement and will provide reports at intervals determined by the State from the IPS.

**3.1.2.5.45** The solution will allow a case to be designated as confidential according to West Virginia business rules.

GL Solutions meets this requirement. Configuration can be made to mark any case as confidential according to West Virginia business rules.

**3.1.2.5.46** The solution will allow for modified access, maintenance, and processing of client records flagged as confidential according to West Virginia business rules.

GL Solutions meets this requirement. Configuration can be made as such that any record marked as "confidential" be then only visible to those with designated access to view the record by access control. This access designation is extremely granular, and not only records but even certain fields can be associated for access to different roles in the Department. A manager may be able to see and edit more fields than an administrative assistant or licensing specialist. This is very configurable, as is the access control by authorized personnel.

**3.1.2.5.47** The solution will mark a case or specific client data within a record confidential on a case-by-case basis according to West Virginia business rules.

GL Solutions meets this requirement. Configuration can be made as such that any record marked as "confidential" be then only visible to those with designated access to view the record by access control. This access designation



is extremely granular, and not only records but even certain fields can be associated for access to different roles in the Department. A manager may be able to see and edit more fields than an administrative assistant or licensing specialist. This is very configurable, as is the access control by authorized personnel.

**3.1.2.5.48** The solution will support non-disclosure of information.

GL Solutions meets this requirement. The Solution fully supports non-disclosure of information.

**3.1.2.5.49** The solution will allow an authorized system user to review all case actions and activities that occur in, or are processed by, the solution.

GL Solutions meets this requirement. Workflow automation is integral to department efficiency.

GL Suite's workflow capabilities allow agency staff to log in and see an itemized list of exactly what work they must complete, along with a corresponding due date for each task. Your GL Suite system can be configured to automate every step in your workflow process, from reviewing new applications, to license approvals, requirements tracking, generating notices, and managing and tracking complaints. With GL Suite, processing applications becomes efficient and highly automated. GL Suite tracks the overall application status along with all related requirements, checklists, deadlines, fees, and so on using automated features. It also automatically prevents licenses from being issued until all requirements are met.

Workflow Dashboards provide managers a centralized way to assign work efficiently and monitor staff progress. Managers can monitor all items sent to them for approval, audit team member work, and even generate a comprehensive view of the records assigned to each staff member. Staff members can view deadlines for various pieces of work, then retrieve and update records via hyperlinks to data screens.

Dashboards are supported by GL Suite's role-based security system and can be customized based on security roles, or even individual staff, allowing for unprecedented levels of organization and prioritization.

#### **Key Feature Summary**

- Custom dashboards alert staff about deadlines for assigned tasks
- Tasks can be color-coded to inform users about their status
- Managers and administrators can quickly set up and modify all screens, menus and business rules to reflect changes in workflow
- Users can create batches for printing and emailing based on date range, status, etc.
- Dashboards can be assigned to and customized for users, position types and security groups
- A dashboard item can be hyperlinked directly to its associated record.
- Dashboards display all work currently in a staff member's name, complete with click-through links to directly access tasks



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- Users can configure business rules to automatically assign a task to the next person in line when the status is updated or action completed.
- Dashboards can include configurable controls for even greater efficiency. For example dashboard line items of a certain type could include an approve button for quicker processing.
- It can be exported to Excel or PDF for printing.

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Claim Number	Type of Clain	n	Claim Amount	Report Date	Claimant Name	Claim Stage	Stage Date	Claim Stage Task Status
T		T	T	T	T	T	T	T
2020-19677	Tort Claim		\$1,000,000.00	08/08/2019		Pending Risk Manager Recommendation	08/09/2019	Incomplete
2020-19634	Tort Claim		\$500.00	07/01/2019	test testing	Pending Risk Manager Recommendation	09/13/2019	Incomplete
2020-19634	Tort Claim		\$500.00	07/01/2019	test testing	Pending Risk Manager Recommendation	09/13/2019	Incomplete
2020-19689	Tort Claim		\$50.00	10/01/2019	Aaron Smith	Pending Risk Manager Recommendation	11/05/2019	Incomplete

Example: Workflow Dashboard

**3.1.2.5.50** The solution will retain records according to West Virginia policy and regulations.

GL Solutions meets this requirement and will retain records according to West Virginia policy and regulations.

3.1.2.5.51	The solution will support data freezing according to
	West Virginia business rules.

GL Solutions meets this requirement.

**3.1.2.5.52** The solution will use role-based access for data and system functionality.

GL Solutions meets this requirement.

- **3.1.2.5.53** The solution will provide users role-based access to reporting functionality.
- **3.1.2.5.54** The solution will allow authorized users to remove view or edit access rights to any data fields or data elements within the solution based on user role.
- **3.1.2.5.55** The solution will provide role-based security through various methods, including, but not limited to:

GL Solutions meets these requirements.

# 3.1.2.5.55.1 Unique identifiers (IDs)

GL Solutions meets this requirement.



**3.1.2.5.55.2** Mandatory password standards and policies for length, character requirements, and updates for all users as defined within National Institute of Standards and Technology (NIST) 800-63-3: Digital Identity Guidelines, or equivalent. (https://doi.org/10.6028/NIST.SP.800-63J)

GL Solutions meets this requirement and is compliant with NIST standard and recommendations.

	3.1.2.5.55.3	Profile or group access assignments	
3.1.2.5.56	The solution will provide a mechanism to limit access to information based on user roles and program rules.		
3.1.2.5.57	The solution will provide role-based access to all system components and control access through various methods, including, but not limited to:		
	3.1.2.5.57.1	Blocking specific window or screen access.	
	3.1.2.5.57.2	Blocking specific report views or analytics.	
	3.1.2.5.57.3	Restrict data elements.	
	3.1.2.5.57.4	Limit access to other fields within the system as determined by the Department.	

GL Solutions meets these requirements. GL Suite can provide any level of granularity in system security. Either your agency or GL Solutions can configure a User Group for each staff role, and set up unique and flexible security for each. You decide which groups can create, view, edit, and/or delete everything, including each screen, field, case type, calendar view, business rule, document, report, and much more.

With leading-edge technology that ensures the security and privacy of data, your new GL Suite system's user authentication options include LDAP, SQL Server Database, and ADS. Clients choose the authentication method that best suits their network environment. GL Suite provides the ability to add users and maintain user-level permissions, as well as create groups and maintain group-level permissions. Clients can also define different permissions for every screen and field, deciding what permissions override others.

Roles can be configured to represent organizational sections or specific responsibilities in your agency. Common user roles include licensing managers, licensing employees, cash processors, cash manager, claims staff, etc. The number of roles that can be created in GL Suite is unlimited. A particular employee can be assigned to one or more roles, and they will be granted permissions for all the roles to which they belong.



GL Suite system security is so granular that security can be set differently for every component on a page. For example, clients can set different security to access or change each license type that is managed and assign rights permitting different people to configure different components of the system. GL Suite allows clients to set permissions on reports, correspondence, queries, batch functions, and literally every other functionality of the system, including business rules. For example, permissions can be set to restrict users from altering a registration's status if registration requirements have not been fulfilled. Exceptions can be handled in such a way that such rules apply only to specific users or roles but not managers.

# **Control Access**

GL Suite provides security at all levels within the system. It allows your agency to easily define system access for staff, so that users see only the information necessary. It enables your administrators to set the rights for different groups of employees to view, create, and/or delete records as well as view and modify specific fields. GL Suite supports role-based rights to run reports, create letters, run batch functions, etc. Changing or granting an employee permissions is as simple as adding a new role to their user profile.

Every screen and field in the system can be configured to one of the following security permission types:

- Hidden: Screen or field is not displayed in the application. The user cannot view or edit this data.
- Read-Only: Screen or field is displayed in the application, but the user cannot edit the data.
- Read-Write: Screen or field is displayed in the application and the user can enter, edit, and/or delete the data.

Using GL Suite security, you can easily control which cases employees can view or who can change a license status.

Set permissions on reports, correspondence, queries, batch functions and literally every other functionality of the system, including business rules. For example, a license status cannot be changed if the licensee has not fulfilled the requirements for the license. Exceptions can be handled, so that such a rule applies only to specific users or groups but not licensing managers.

Groups can be configured to represent organizational sections or specific responsibilities in your agency. Common user groups include licensing managers, licensing employees, cash processors, cash manager, enforcement staff, etc. You can assign a particular employee to one or more user groups, and they will be granted permissions for all the groups to which they belong.

#### **Record Access and Editing**

GL Suite includes a feature that will lock a record for editing if another user currently has it open. This will help prevent multiple users updating the same record at the same time with the possibility of one of the user's updates being overwritten. This feature is called the **Multiuser Record Lockout** and must be enabled through configuration. It also includes a timeout setting which will automatically release the first user's lock after a time set in configuration, such as 15 minutes.

3.1.2.5.58 The solution will allow System Administrators (as



identified by the Department) the ability to add and change permissions for system access.

GL Solutions meets this requirement.

**3.1.2.5.59** The solution will allow System Administrators to reset users passwords.

GL Solutions meets this requirement.

**3.1.2.5.60** The solution will allow users to change their passwords.

GL Solutions meets this requirement. The ability for a user to change their password or reset a forgotten password creates efficiency with any department.

**3.1.2.5.61** The solution will generate a periodic report (as scheduled by DHHR) of upcoming user account terminations.

GL Solutions meets this requirement. GL Suite has extensive reporting capabilities and these reports can be set to be automatically generated, or a custom ad-hoc report can be generated as needed.



**3.1.2.6** Service Level Agreements:

- **3.1.2.6.1** Service Level Agreements General Governance: The Vendor shall meet the specified requirements, to include at a minimum: database requirements; support services deliverables; web portal and application services response times; reporting requirements; and all other contract deliverables.
- **3.1.2.6.2** Service Level Agreements Conditions and Terms: DHHR will monitor the Vendor's performance during the Implementation (Contract Deliverable #1 and #2 SLA 001 and 002) and Operations Phase (SLA 003 through SLA 011) using a performance reporting system to be implemented by the Vendor. Each Service Level Agreement presented in this Request for Quotation stablishes the performance level expected by DHHR in a particular area. Key Performance Indicators (KPis) are identified within each SLA and must be measured and reported each month by the Vendor. For specific details, see the specific Service Level Agreements found in Attachment 1, Appendix III as follows:

3.1.2.6.2.1 3.1.2.6.2.2	Deliverable Service Level SLA 001 Solution Acceptance SLA 002	
3.1.2.6.2.3	Web Portal and Application Services Availability SLA 003	
3.1.2.6.2.4	Web Portal and Application Services Performance SLA 004	
3.1.2.6.2.5	Operations Issue Management SLA 005	
3.1.2.6.2.6	Database Solution Updates SLA 006	
3.1.2.6.2.7	Business Continuity SLA 007	
3.1.2.6.2.8	Data Quality SLA 008	
3.1.2.6.2.9	Technical Support Center SLA 009	
3.1.2.6.2.10	Reporting SLA O10	
3.1.2.6.2.11	Security and Privacy Incident	
	Notification -SLA 011	

Per addendum, the State has removed this from the RFQ.



# **3.1.2.7** Project Management Requirements:

- **3.1.2.7.1** The Vendor must provide a Project Management Plan to describe how the implementation of Enterprise Data Management, Licensing and Certification Services will be executed, monitored, and controlled. The project management plan will describe how it will be updated during the term of the contract, and must include at a minimum:
  - **3.1.2.7.1.1** Work Breakdown Structure (showing all project deliverables) and a Deliverables Dictionary
  - 3.1.2.7.1.2 Project Schedule
  - 3.1.2.7.1.3 Staffing Management Plan
  - 3.1.2.7.1.4 Documentation Management Plan
  - 3.1.2.7.1.5 Training Management Plan
  - **3.1.2.7.1.6** Testing Management Plan
  - 3.1.2.7.1.7 Scope Management Plan
  - 3.1.2.7.1.8 Schedule Management Plan
  - **3.1.2.7.1.9** Change Management Plan
  - 3.1.2.7.1.10 Cost Management Plan
  - 3.1.2.7.1.11 Quality Management Plan
  - 3.1.2.7.1.12 Human Resources Management Plan
  - 3.1.2.7.1.13 Communications Management Plan
  - 3.1.2.7.1.14 Risk Management Plan
  - 3.1.2.7.1.15 Issue Management Plan



3.1.2.7.1.16	Stakeholder Management Plan
3.1.2.7.1.17	Data Retention Management Plan
3.1.2.7.1.18	Security Management Plan
3.1.2.7.1.19	Workflow Management Plan
3.1.2.7.1.20	Problem Management Plan
3.1.2.7.1.21	Transition Management Plan

GL Solutions will meet these requirements. Documentation services provided at project initiation and during implementation and after Go-Live are all integral to a successful project. While many of the aforementioned plans will be developed during initial implementation phases, we provide the following methodologies for which these will be developed.

# GL Solutions – Project Management Methodology

GL Solutions utilizes a comprehensive and effective Project Management Methodology (PMM). We have a formal approach to project management based on the PMI's *Project Management Body of Knowledge* (PMBOK) principles and methods. We also incorporate agile principles and methods into our processes. GL Solutions planning and feedback approach reduces risk and ensures quality and assures that teams align the delivered software with desired business needs.

Our PMM ensures:

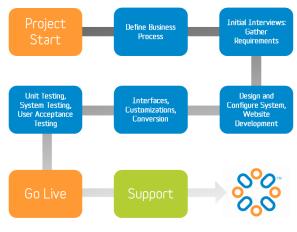
- Each key business process is defined and documented
- All parties understand and agree to Project Plan
- All developed outputs meet or exceed requirements and expectations
- Authority and responsibilities are clearly defined
- Communication between parties is timely and productive
- Your needs are addressed in an organized fashion
- The project adheres to scope and schedule agreements
- Proactive management of risks and issues
- Rigorous quality assurance processes

GL Solutions' PMM is tightly integrated with all elements of our Project Implementation Process. It wraps a layer of monitoring, directing, advising, and guidance around the project implementation stages. We adhere



to tested management procedures that align our efforts at every phase of the implementation with the goals of the project. Primary in our efforts is effective communication, internally and with your staff. Other efforts include tight adherence to the Project Plan, frequent project management meetings, consultation on process improvement and/or change management, ongoing risk and gap assessments, and strict scope maintenance.

We recognize that government offices regularly face a scarcity of resources and time. Our PMM delivers everything necessary for planning, building, and managing a successful implementation while simultaneously maximizing quality and getting the most out of your staff's time and the Department's budget.



Implementation Process Overview

# **On-Site Presence**

We would typically plan to have a Business Analyst on-site for one week within the first month of the project to begin a stage we call "Solutions Analysis," wherein we gather requirements and begin to describe the solutions required. We would follow this time with phone calls and online meetings to answer follow-up questions and to review design specifications.

The next time we generally propose on-site presence is upon completion of our development and internal testing, when the Business Analyst trains your users and begins User Acceptance Testing. This is typically 3-5 business days of training sessions, training your super-users, and often sitting with some end-users to ensure they know how to use the software.

Finally, the Department's account manager, which we call an Agency Partner, is usually on-site for 2-3 days around system go-live to ensure staff learn to use the system.



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#### **Project Implementation Process**

GL Solutions will use our industry-specific Project Implementation Process to install your GL Suite system. The process involves:

- Appropriate allocation and organization of resources to meet timelines for deliverables
- Appropriate and timely identification of project changes and risks
- Open communication
- Appropriate training plans and curriculum development
- Clear definition of roles and responsibilities for all personnel assigned to the project
- Iterative processes for development, testing, acceptance, and deployment
- Robust testing procedures
- A stable IT production environment

Having managed implementations for many years, we understand that every project is unique. While we are confident that the Project Implementation Process outlined below is the best approach for achieving a successful system implementation, our project implementation approach is flexible enough to accommodate your needs.

#### **Goals and Scope Document**

The goals and scope document presents the project overview and objectives, deliverables, limits, and exclusions associated with your project(s). There will be one goals and scope document for each plan year period.

#### Implementation Methodology

Goals of our implementation methodology:

- Each element of the project is defined, documented and implemented per GL Solutions' bestpractices
- All outputs developed conform to the expected requirements
- Communication between parties is timely, productive and consistent
- The Department's needs are addressed in an organized fashion
- Scope and delivery stay on target. If adjustments are required, they are clearly communicated



#### Successful Implementation

GL Solutions provides the necessary services and software to implement a system with all of your described functionality. This section describes the typical scope of work and the major tasks and activities required for an implementation. (The tasks and activities within this section are not necessarily listed in the order in which they would be completed.)

- Project planning and administration
- Validation of requirements
- Gap/fit analysis
- Implementation design
- System configuration and installation
- Data conversion
- System testing
- User acceptance testing
- Training
- Documentation
- Disaster recovery
- Transition to production
- Post-implementation review
- Ongoing technical support

# **Typical Implementation Steps**

- 1. **Project Initiation:** The initiation of the project is intended to identify how the implementation of the software will proceed. This phase of the implementation ensures all parties agree to the methodology and all other areas of the software implementation.
- 2. Business Process Design:
  - a. Step 1 Requirements gathering (process narratives and workflow diagrams)
  - b. Step 2 Design (detailed specification)
  - c. Step 3 Design review
  - d. Step 4 Design approval
  - e. Step 5 Report, query and correspondence design



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- **3. Customized Functionality:** Specification and development of graphical user interfaces, websites and third-party interfaces.
- 4. Development: Automated business rules, reports, queries, correspondence, interfaces and websites.
- 5. Gap Development (if gaps exist): Addresses gaps agreed to during status meetings.
- **6. Data Conversion:** Conversion plan, detailed specification, coding, running, testing and iterating until all required data exists in the new system.
- **7. Testing:** Unit testing after each development milestone, end-to-end system testing upon overall development completion and user acceptance testing (UAT) prior to system go-live.
- **8.** Final System Acceptance: Upon completion of the project, as determined by the scope of work, our staff obtains final project acceptance from your project management and/or executive staff.
- **9. Go-Live (Deployment):** The project is then released for use in a formal "system go-live." As part of the release, project managers will determine the steps to deploy the system into the designated environments.
- **10. Project Evaluation:** At major milestones and upon final acceptance of the system, GL Solutions and Department project management staff assess the project, discussing successes and ways to improve future efforts.
- **11. Warranty/Stabilization:** After go-live, an audit is executed to assess whether the project is meeting intended requirements and objectives as defined in the goals and scope document. The audit is conducted during the customer warranty period.

# **Project Initiation**

GL Solutions staff work with your project manager to document and formally agree to the project approach, scope, and schedule.

# Management Plan

The Management Plan documents how GL Solutions and the Department will work together. It will be used as the working foundation for our partnership. The Management Plan completely describes the software project methodology that will be used to implement your system. It defines the roles and responsibilities for both you and for us, sets clear expectations for all work to be done on both sides of our partnership, and provides a functional framework for the relationship moving forward. It includes an outline for how the project will be analyzed, designed, configured, integrated, tested, accepted, and deployed. The document includes:

- Project milestones
- Crucial supporting implementation activities
- Overview of our project management methodology



- Project management roles and responsibilities (for both GL Solutions and West Virginia)
- Specification methodology and expectations
- Technical requirements
- Deployment responsibilities
- High-level testing activities and expectations (details will be documented in the project-specific UAT Plan)
- Acceptance milestones (along with expectations for work to be done)

#### Communication Management

Defines the timing, media and recipients of all types of communication related to the project. This section will set expectations for how all communication will take place between GL Solutions and the Department for the upcoming contract year. Our staff will work with you to determine the best method(s) for gathering requirements, keeping you updated on project/task progress, where to go with questions, etc.

#### User Acceptance

GL Solutions' Quality Assurance Team develops test plans for each business process and all custom/external functionality. We design test plans to deeply investigate the functionality of every aspect of the system, including their interoperability. Our test plans are primarily based on the specifications approved in the earlier phases, which provided the basis for functional development. We resolve any issues as they arise.

If desired, GL Solutions can assist in the development and execution of User Acceptance Testing (UAT). UAT provides an opportunity for actual Department users to verify that they are able to use the GL Suite system to perform their job functions. GL Solutions can provide onsite or remote training and guidance during UAT and will dedicate ample resources to resolving any identified issues quickly.

# Supporting Activities

The following activities will support the successful implementation of the project:

- Appropriate allocation and organization of resources to meet timelines for project deliverables
- Documented and followed acceptance, change management and risk management processes
- Continuous communication regarding responsibilities, progress, risks and changes
- Creation of Process Guides to aid with training during design and after completion of the project
- Clear definition of roles and responsibilities for all personnel assigned to the project
- Robust software testing and acceptance procedures
- A stable IT production environment
- Iterative processes for project solution development, testing, acceptance, and deployment



# Risk Management

Defines the procedures used to manage risks during the project. This section will outline steps that GL Solutions and/or the Department can take in order to understand and mitigate known risks within the installation project.

GL Solutions follows an established risk management process to identify, assess, and mitigate project threats before they affect performance or quality. We use an internally developed risk-tracking system to identify and characterize risks, establish mitigation plans, and track progress towards resolution. Our tracking system and project/task management system are linked to ensure that risks are visible and that active risks are discussed at weekly risk management meetings.

When GL Solutions identifies a possible risk, it is communicated to the Workflow Manager to validate, assesses, and documenting the mitigation strategy if necessary. The workflow team, Client Engagement Manager, and the Agency Partner are responsible for analyzing and tracking the identified risks and keeping the Client and the GL Solutions team apprised of the status of all risks.

When risks are communicated to the workflow management team, the first step GL Solutions' takes is to analyze the risk. We do this by collaborating with our clients and internal teams in order to clearly define the risk and perform root cause analysis. Once a clear understanding of the risk's root cause has been established, the workflow management team will document a risk mitigation plan. When the risk mitigation plan has been documented, our workflow management team creates risk mitigation tasks which are then routed through our sophisticated project management software system, to be addressed by various internal teams. Within each task, we keep a careful record of the progress toward completion and any delays.

# Typically, risks are a result of circumstances that impact the following:

**Scope:** The determination of scope can be handled in multiple ways. In a traditional procurement process, the scope can be understood to be defined by the specific language of the RFP and then further understood and agreed to within a formal specification and approval process. The risk is encountered when sufficient details are not included originally or at the appropriate time in the iterative specification process, and where the scope can grow beyond what was originally planned.

**Schedule:** Delays on either end can put the schedule at risk, whether during requirements gathering, specification, approval, development, network setup, hardware setup, testing, acceptance, or if there are scheduling conflicts such as renewal seasons, legislative sessions, board meetings, vacations, etc.

**Quality:** During the iterative process wherein we clearly define the need and the solution to meet the need, quality can be a risk. The quality of the input affects the quality of the output, and clear communication from both parties at critical points in the process ensures the outcome of a request is aligned with expectations, thereby resulting in quality.

**Budget:** Budget can be a risk anytime billable change orders are required, to achieve something beyond the original scope, or beyond approved specifications.



**Relationship:** In a project of this size and importance, the relationship is critical. We desire positive, productive, and enduring relationships with our clients where each side is able and willing to share any concerns, to work through issues, and to advocate for one another, to find the best solutions and most reasonable outcomes. We try to be sensitive to any relationship risks and hope our clients would be similarly inclined.

Risks are closed only after GL Solutions and the client agree that the risk has been fully mitigated.

# Change Management

Defines the process for managing project and scope changes. This section will provide a process for documenting, submitting, reviewing, approving, rejecting, and tracking change requests. It will limit impact to the project plan, budget, and schedule.

# Change Request Management

In spite of the best planning, project changes arise. Therefore, it is important that a change management process is in place. GL Solutions' change management process involves the following procedures:

- Changes can be requested by either your agency or GL Solutions via submission of a Change Request form.
- Review of Change Request by authorized representatives of association and GL Solutions.
- Mutual approval to move Request forward for further analysis or rejection.
- Analysis of Request to determine the effect the change will have on the Statement of Work. If GL Solutions requests to make changes that will enable the system to meet Statement of Work requirements, such changes will be made at no cost to association unless changes are due to the failure of association to perform their responsibilities.
- If Change Request is approved, the party that submitted the Request prepares a written Change Order, detailing all modifications to the scope, price, Delivery Schedule or other terms.

3.1.2.7.2	The Vendor must adhere to DHHR change control processes and must provide its procedures that
	describe how modifications to the Data Management, Licensing and Certification Services deliverables and documentation will be managed and controlled while adhering with DHHR change control processes.

- **3.1.2.7.3** The Vendor must provide its list of manual or automated tools that assist with change and/or configuration management.
- **3.1.2.7.4** The Vendor will perform changes per the Change



Management Plan. DHHR defines changes to include, but not be limited to:

3.1.2.7.4.1	Change arising from normal business operations
3.1.2.7.4.2	Changes in business rules.
3.1.2.7.4.3	System changes required to maintain
5.1.2.7.4.5	compliance with Federal regulations and standards.
3.1.2.7.4.4	Changes initiated by DHHR to achieve strategic objectives, implement new pro- grams, and mature business capabilities.

3.1.2.7.4.5 Others defined by the Department

GL Solutions meets these requirements. Change Management is an integral part of any regulatory solution. Change is inevitable, therefore a plan in place agreed upon by all stakeholders is imperative.

3.1.2.7.5	Changes are to occur ongoing throughout
	Operations, implemented at DHHR
	approval.

GL Solutions meets this requirement.

**3.1.2.7.6** The resolution of system defects at the fault of the Vendor are the responsibility of the Vendor.

GL Solutions meets this requirement.

- **3.1.2.7.7** DHHR does not consider costs associated with defect remediation to be software modification and/or enhancement activities. Costs attributed to said activities shall be the responsibility of the Vendor.
- **3.1.2.7.8** DHHR will have approval over personnel assigned to the project for these activities.

GL Solutions meets these requirements.

3.1.2.8 Turnover Management Plan Requirements:

- **3.1.2.8.1** The Vendor must submit six months prior to the end of this Contract, and at no charge to the DHHR, a written turnover plan that details the following:
  - **3.1.2.8.1.1** Tasks and subtasks necessary for the turnover.



3.1.2.8.1.2	Schedule for the turnover.
3.1.2.8.1.3	Data dictionary.
3.1.2.8.1.4	Lists of all documents in the Vendor's possession and the schedule for the delivery of these documents to the DHHR or its designated agent.
3.1.2.8.1.5	Descriptions and lists of all data to be turned over, including the format on how data will be returned to the DHHR or its designated agent.
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**3.1.2.8.1.6** All updated manuals, other documentation, and records necessary for the continuity of the Enterprise Data Management, Licensing and Certification Services.

**3.1.2.8.2** Upon completion of the turnover submission to DHHR, the Vendor must submit, for approval by DHHR personnel, a report detailing the results of the turnover, including successful and unsuccessful portions of the turnover and a remediation plan achieve a 100% success rate. Any items identified as unsuccessful must include a mitigation plan to resolve the issue.

GL Solutions meets this requirement.

# 3.1.3 Contract Item #3 Future Enterprise Data Management, Licensing and Certification Solution Services Licensing Costs:

- **3.1.3.1** As stated in Section 4.1.1.8, the Enterprise Data Management, Licensing and Certification Services Web Portal must accommodate any future requests from DHHR for additional users above 125.
- **3.1.3.2** The Vendor must provide pricing for these additional licenses in the event these requested by DHHR in the future.

GL Solutions meets these requirements

GL Solutions meets this requirement.

GL Solutions meets this requirement.



**3.1.3.3** Vendors are not to invoke additional license fees for the test, User Acceptance Testing (UAT), and training environments.

GL Solutions meets these requirements.

# 3.1.4 Contract Item #4-Maintenance and Operations Costs:

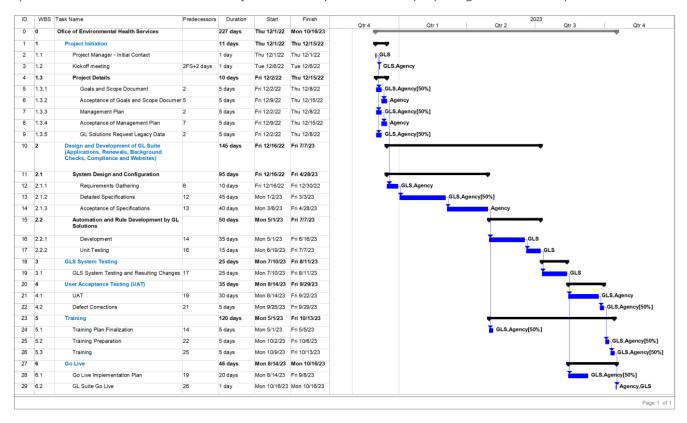
- **3.1.4.1** The Vendor must provide pricing for the monthly Maintenance and Operations to support the Enterprise Data Management, Licensing and Certification Services.
- **3.1.4.2** The Vendor must provide pricing for the monthly Maintenance and Operations to support the Enterprise Data Management, Licensing and Certification Services Web Portal.

GL Solutions meets these requirements.



# **Proposed Project Plan and Timeline**

GL Solutions proposes the following Project Plan and Timeline and will work with the State on a mutually agreedupon schedule with deliverables in Project Initiation phase. We are proposing a 10-month implementation.





State of West Virginia General Terms and Conditions

# **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

# Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of <u>one (1) year</u> \_\_\_\_\_\_\_. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

the contract will continue for \_\_\_\_\_\_ years;

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

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_\_),

and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in

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

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

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

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

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

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

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

Revised 09/12/2022

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

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

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

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

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

Vendor must maintain:

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

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

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

<b>Commercial Crime and</b>	Third Party Fidelity	y Insurance in a	n amount of:
per occ	currence.		

Cyber Liability Insurance in an amount of: \_\_\_\_\_\_ per occurrence.

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

Contract. [] Pollution Insurance in an amount of: \_\_\_\_\_ per

Currence.

Aircraft Liability in an amount of: \_\_\_\_\_\_ per occurrence.

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

Revised 09/12/2022

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

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

\_\_\_\_\_\_ for \_\_\_\_\_\_

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change. 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

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

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

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

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

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

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

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice. Revised 09/12/2022

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

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

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

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

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

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

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

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

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information. 41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

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

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

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

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

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

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

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

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

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

(Printed Name and Title) William S Moreley (ED (Address) Po Box 575 Kelispell MT 59903 (Phone Number) / (Fax Number) \_\_\_\_\_ 54/ - 3/2 - 36/ 7(email address) \_\_\_\_\_\_ Mosele, Qslsslations, com

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

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

- GL Suik, Fre
(Company)
2/l
(Signature of Authorized Representative)
million 5 Moreles CEO [0/31/2022
(Printed Name and Title of Authorized Représentative) (Date)
541 312 3662
(Phone Number) (Fax Number)
mosela of s 15 1/4 Fins (com
(Email Address)



# State of West Virginia Addendum Acknowledgment

completing this addendum acknowl	eccipt of all addenda issued with this solicitation by ledgment form. Check the box next to each addendum acknowledge addenda may result in bid disqualification.
Acknowledgment: I hereby acknown necessary revisions to my proposal	vledge receipt of the following addenda and have made the , plans and/or specification, etc.
Addendum Numbers Received:	
Check the box next to each addend	lum 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
	the receipt of addenda may be cause for rejection of this bid.

dba GLSolutions Company shity In

Authorized Signature

202 Date

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

Revised 09/12/2022



**GL Solutions Standard Contract** 

# GL Suite Software Agreement/

# **Terms of Service**

# <mark>General Terms</mark>

**1.** <u>Parties.</u> Parties to this GL Suite Software Agreement ("Contract") include GL Suite, Inc., a Montana corporation ("Company"), and the entity ("Licensee") meeting one of the following descriptions:

(a) A named entity: \_\_\_\_\_, an (agency of the State of \_\_\_\_\_ OR \_\_\_\_\_, an \_\_\_\_ corporation), or

**(b)** The entity receiving an offer from Company ("Offer") in response to request for offers ("Procurement"), or

(c) An entity without another written software license agreement with GL Solutions, <u>by</u> <u>using our software and services, you are agreeing to these terms</u> on behalf of your employer. Please read them carefully.

**2.** <u>Contract Purpose</u>. The purpose of this contract is to provide for the installation, hosting and servicing of a business process automation software application known as GL Suite in accordance with the terms of this contract.

**3.** <u>Contract Incorporation</u>. This Contract may be executed in any number of counterparts, including this contract, Company's offer and, optionally, Licensee's request for offers, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart. If this Contract was submitted with the Company's offer in response to Licensee's request for offers, Company intends for the offer to be contingent upon acceptance by Licensee of the terms of this Contract. This Contract and all rights and obligations of the parties hereunder and all rights and obligations of the parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of Montana applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance. This Contract may only be amended in a written agreement executed by authorized representatives of both parties hereto.

**4.** <u>Contract Term</u>. This Contract shall be effective upon execution of this agreement by the parties and receipt of payment for a GL Simple plan by Company. The Contract shall expire concurrently upon the expiration of all GL Simple plans. GL Simple plans are offered only for the



most current and immediately prior version of the Software in effect at the time the GL Simple plan is purchased.

**5.** <u>Access.</u> If the Software is hosted by on Licensee controlled equipment and subject to Licensee's review and approval of access security precautions, Licensee shall establish a secure method by which Company can perform remote administration and updates to the installed Software.

6. <u>Assignments by Company.</u> Any and all rights and interests of Company under this Contract may be assigned, either in whole or in part, without notice to Licensee, and Licensee agrees that its rights under this Contract are expressly subject and subordinate to any and all security interests which may now or hereafter be placed by Company or its assigns upon the Software. All references in this subparagraph to assignment shall be deemed also to include any pledge, mortgage, transfer or other disposition. Subject always to the foregoing provisions of this section, this Contract shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto and, where appropriate, their heirs, legatees and personal representatives. The Company will provide Licensee with no less than a ninety (90) calendar day notice of impending cessation of its business.

# 7. Insurance

(a) Workers' Compensation Insurance - Company shall maintain during the term of this Contract workers' compensation insurance in compliance with applicable State law, which requires subject employers to provide workers' compensation coverage for all their subject workers.

(b) Professional Liability Insurance - Company shall maintain during the term of this Contract professional liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Contract for each claim, incident or occurrence to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract.

(c) General Liability Insurance - Company shall maintain during the term of this Contract general liability insurance with a combined single limit, or the equivalent, of not less than one and one-half (1-1/2) times the total amount payable to Company under this Contract for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnities provided under this Contract and endorsements for products, completed operations and personal injury. It also shall provide that the Licensee and their agencies, subdivisions, officers, employees and agents are additional insured but only with respect to Company's services to be provided under this Contract.

(d) Automobile Liability Insurance - Company shall maintain during the term of this Contract automobile liability insurance with a combined single limit, or the equivalent, of not less



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than the amount required under law for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

(e) Notice of Cancellation or Change - Company shall not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Contract without thirty (30) calendar days' prior written notice from Company or its insurers to Licensee.

(f) Certificates of Insurance - The certificates shall specify all of the parties who are additional insured and shall indicate all deductible amounts or retentions for all self-insurance. If requested, complete copies of insurance policies shall be provided to Licensee. Company shall be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

(g) <u>Payments.</u> Licensee shall make payments to Company in accordance with the Pricing Addendum during the installation.

**i.** If the Pricing Addendum identifies fixed-priced deliverables, GL Simple Plan fees are due upon Acceptance of the Software deliverables.

**ii.** If no fixed-priced deliverables are identified, GL Simple-Enterprise Plan fees are due immediately.

**iii.** Licensee may elect quarterly or annual billing for the GL Simple plan fees. If the Licensee fails to make timely payment for a quarterly invoice, Company shall require annual payment of GL Simple plan fees. Company may prorate GL Simple fees to coincide with the end of a quarter or the Licensee's fiscal year.

**iv.** Company may increase the cost of any item in the Pricing Addendum by a percentage not to exceed the consumer price index for urban dwellers of the most recent twelve-month period reported by the United States Department of Labor. Company shall notify Licensee not less than three months prior to any price change.

(h) Irrespective of any language on or accompanying a payment, Company shall apply all payments received to the oldest invoice due.

(i) Payment Obligation Absolute. Licensee's obligations under this Contract, including the obligation to pay license fees unabated, shall continue in full force and effect regardless of any inability of Licensee to use the Software because of war, governmental regulations, or strikes, unless for breach of contract or warranty.

(j) Should Licensee fail to pay any amount required hereunder to be paid by Licensee to Company, within thirty (30) days after the due date thereof, Licensee shall pay the Company interest on the unpaid amount of such delinquent payment at the rate of eight percent (8%) per



annum from the date such payment was due until it is paid in full, or, in the event such rate exceeds that which is permitted by applicable law, the highest permissible rate.

# 8. Contract Termination

(a) Termination without Cause – Either party may terminate this Contract without cause upon the later of the current GL Simple plan or 90 days prior notice to the other party.

(b) Termination for Cause – Following a 30-day written notice to cure, either party may terminate this Contract for a material breach of the Contract terms. A notice to cure must detail each instance of breach, including the facts and provisions of the contract breached, and the remedy sought. The breaching party shall be allowed a good-faith effort to cure. The remedy sought must be reasonably intended to allow the party to fulfill the material provisions of the contract may continue if the remedy is provided by breaching party. The notifying party shall act in good faith and take all reasonable steps to allow breaching party to cure any such breach. The parties intend for this notice and right to cure provision to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not.

(c) Company's Remedies - In the event Company terminates the Contract for breach by Licensee, Company shall have the right to exercise any one or more of the following remedies:

i. To sue for and recover all payments, then due or thereafter accruing hereunder;

ii. To immediately terminate all performance of GL Simple plan services;

**iii.** To bring an action in a court with jurisdiction over Licensee seeking injunctive relief mandating removal and surrender of the Software;

iv. To terminate the license as to any or all items of the Software; and

v. To pursue any other remedy available at law or in equity.

The foregoing remedies are cumulative and not exclusive or sequential.

(d) Licensee's Remedies – In no event shall Company's liability for breach of contract exceed the sum of all funds previously paid to Company during the prior twelve months. This remedy is Licensee's sole and exclusive remedy for any non-conformities, defects or errors and all performance or non-performance problems related to the Contract including without limitation any breach of warranty by Company. The parties intend for this limitation of liability to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not.



(e) Attorney Fees – Neither party shall be entitled to costs or expenses in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof. The parties intend for this attorney fees section to supersede any other provision in conflict within this contract, whether those provisions be contained in a document with precedence or not. In the event this provision is determined not to be enforceable, both parties shall reimburse the other party in proportion of their liability for reasonable costs and expenses, including attorneys' fees, costs and disbursement incurred by Company in exercising any of its rights or remedies in enforcing any of the terms, conditions or provisions hereof.

(f) Waiver - The waiver by either party, or the failure by either party, to claim a breach, or give notice with respect thereto, of any provision of this Contract shall not be, or be held to be, a waiver of any subsequent breach, or as affecting in any way the effectiveness, of such provision.

(g) Transition Upon Termination - During any GL Simple Plan and upon an appropriate service request by Licensee, Company shall provide services under a GL Simple plan for an effective and efficient transition of service with minimal disruption to the Licensee including cooperation and assistance to ensure that all Licensee data is securely transferred to Licensee, within thirty (30) calendar days of the request. The services provided shall assist Company's successor with a successful transition to the new service and/or equipment, with minimal downtime and adverse effect on the Licensee. Licensee Data will be transferred in SQL Server Database Backup format via a SFTP site specified by Licensee or through other media as required by the size of the data. During any GL Simple plan, the Company will provide a written statement or certificate to the Licensee stating that all Licensee data has been transferred or deleted or disposed of as directed by the Licensee.

**9.** <u>Notices.</u> Any and all notices ("Notices") which either party hereto may desire to give to the other party hereunder shall be deemed to be duly given if and only if mailed by registered or certified mail, postage prepaid, addressed to the other party at its address as set forth below or at such other address as such party may designate to the other party in writing from time to time. Notification by any other means shall be considered a service request and a waiver of any related breach of contract dispute until such time as the party provides notice in accordance with this paragraph.

If to Company:	GL Suite, Inc.
	PO Box 595
	Kalispell, MT 59903
If to Licensee:	Mailing address identified by Licensee on Licensee's public web site.



# **GL Suite Software**

**10.** <u>Software License</u>. Company grants to Licensee and Licensee accepts from Company a non-exclusive, non-transferrable, terminable license and right to use GL Suite software for each named individual for whom Licensee purchases a GL Simple support plan. GL Suite is a software application designed to automate business processes in specific industries such as risk management, claim and government regulations (the "Software") on the terms and conditions set forth in this Contract, exclusively for the following purposes defined in this section. The license shall terminate concurrently with any GL Simple plan.

(a) Licensee may use the Software to support customers, licensees, and other third parties for the purpose of providing these persons the ability to make payments, apply, renew licenses, verify requirements, report enforcement actions and related information and documents. Licensee may connect third-party software to the Software through Company provided interfaces to support the use identified in this paragraph.

(b) For the duration of this Contract, Company licenses to Licensee the rights to develop new customized functionality for the exclusive use of Licensee. All such developments by Licensee shall be considered part of the "Software."

(c) Company designed the Software for the purpose of meeting multiple Licensee needs without modification of software code distributed to all Licensees. Company retains the right to determine whether the functionality requirements shall be provided by configuration of the Software or by modifications to the Software distributed to all licensees.

(d) Software includes all new releases and versions, and deliverables provided as a service in a GL Simple plan.

**11.** <u>License Limitations</u>. The Software license granted by this Contract is limited.

(a) Licensee may not use, copy, modify, or transfer the Software, or any copy, in whole or in part, except as expressly provided for in this Contract.

**(b)** Licensee may copy the Software only for backup purposes, provided that Licensee reproduces all copyright and other proprietary notices that are on the original copy of the Software provided to Licensee.

(c) Company retains all rights, title and interest in and to all software, documentation, derivative works and other intellectual property developed, designed, created or contributed by Company pursuant to this Contract, excluding Licensee's domain name, and excluding the graphics and data supplied by Licensee.



(d) Licensee may transfer the Software and all rights under this Contract to another party together with a copy of this Contract if the other party agrees to accept the terms of this Contract and Licensee receives written authorization directly from Company prior to any such transfer. If Licensee transfers the Software, Licensee must at the same time either transfer all copies whether in printed or machine-readable form to the same party or destroy any copies not transferred. Any attempt to transfer any of the rights, duties, or obligations hereunder except as expressly provided for in this Contract is void.

(e) Licensee may not rent, lease, loan, resell for profit, distribute, or network the Software except as otherwise provided in this Contract.

(f) Licensee agrees not to disassemble, decompile, translate or convert into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Software to develop new software with some or all of the functions of the Software.

(g) In the event Company ceases to exist and fails to assign its rights in the Software to another entity, Licensee shall have the right to make modifications of the Software source code notwithstanding the terms of this section.

(h) Licensee shall not donate, distribute, license, sell or otherwise authorize the use or possession of modifications to any person other than Licensee's employees.

(i) Any software, reports, data structures, and other work product created as a consequence of GL Simple plan service shall become the exclusive property of Company. Company licenses without additional charge Custom Programs to Licensee. License shall include all rights granted under the Software License and the additional rights to decompile and modify the software, reports, data structures, and other work product created as a consequence of software maintenance.

**12.** <u>Software Component Licenses.</u> Software includes the distribution of other licensed software code subject to the limitations noted below:

**i.** The Alex FTPS Client is distributed under the GNU Library General Public License (LGPL). Therefore, the licensee is entitled to all rights under that license to the Alex FTPS Client software assemblies only.

**ii.** Json.net Copyright (c) James Newton-King from Newtonsoft is provided under the MIT Free Software license. Therefore, the licensee is entitled to all rights under that license to Newtonsoft assembly only.



**iii.** The Sphorium Technologies Webdav.Net is distributed under the GNU Library General Public License (LGPL). Therefore, the licensee is entitled to all rights under that license to the Sphorium Technologies Webdav.Net software assemblies only.

**iv.** Software redistributes Telerik Rad Controls, Telerik. All rights reserved, for Ajax under license with Telerik. Licensee may not develop new software utilizing Telerik's software libraries without first obtaining a Telerik Developer's License. Licensee may configure and utilize Software features without a Telerik Developer's License.

**13.** <u>Intellectual Property Protection</u>. This Contract does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Company shall have sole and exclusive ownership of all right, title and interest in and to the Software, all copies thereof, all derivative works, Program Concepts, and all related works and materials (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), in any media now existing or subsequently developed, whether created by Company or any other party, subject to the rights of Licensee expressly granted herein. Licensee agrees to protect Company's interest in the Software, as follows.</u>

(a) Licensee agrees to allow access or use of the Software only by employees of Licensee or by contractors under a written Contract, which preserves Company's rights to the Software and that prevents contractors from using, redistributing, disclosing or otherwise violating the rights of Company.

(b) Licensee agrees to maintain the confidentiality of the Software including all concepts, documentation, methods, processes and ideas, and the structure, sequence, and organization, designs, data models, tables and set-ups, and interfaces embodied, or expressed therein (the "<u>Program Concepts</u>") and to use same only as expressly authorized in this License. Licensee shall not disclose, provide, or make the Software or Program Concepts available in any form or medium to any person, in whole or in part, except on a confidential basis to such of Licensee's employees and consultants who need to access the Software to enable Licensee to exercise its rights under this License. Licensee shall take reasonable steps to ensure that such employees and consultants will keep the Software and Program Concepts confidential, and Licensee shall be liable for any breach of this Contract by such employees or consultants.

(c) Licensee shall include all proprietary, copyright, trademark, design right and trade secret legends, in the same form and location as the legend appearing on the Software on all authorized backup and archival copies of the Software. Further, Licensee shall not remove any proprietary, copyright, trademark, design right or trade secret legend from the Software.

(d) Licensee shall, at its own expense, keep the Software free and clear of all levies, liens and encumbrances. Licensee shall give Company immediate notice of any attachment or other judicial process affecting the Software.



## **Project Management**

**14.** <u>Management Plan.</u> Within 30 days following contract execution and annually thereafter, Licensee and Company shall Accept a Management Plan, which describes the project management methodology including scope, schedule, change, risk, deliverable review and communication management activities. The management plan shall become an amendment to this contract.

**15.** <u>Company's Duties.</u> Company shall provide the services identified in the Management Plan and those listed in this section during any installation and for the term of any GL Simple plan.

(a) Conversion – Company will to transfer legacy data from delimited or fixed length ASCII text files or an ODBC compliant data source to the Software. Transfer of data means the manipulation of data from a data source to the table structure utilized by Software. Conversion Services does not include the identification or correction of data-entry or normalization errors present in legacy systems.

(b) Design – Company shall gather business requirements from Licensee and create designs and specifications that describe the Software functionality that accomplishes the business requirements gathered. Software may accomplish the functional outcomes of the Legacy System using alternate controls, steps and procedures, some of which may be faster or slower for users to execute in the Software than in the legacy Software.

(c) Development – Company shall configure and program the Software to operate in accordance to Accepted specifications.

(d) Testing – Company shall perform unit and system tests to ensure the development conforms to the Accepted specifications.

(e) Training – Company shall provide end user training on how to use the software as described in Accepted specifications.

(f) Project Management – Company shall perform project scope, schedule, change, conflict, risk, deliverable review, and communication management activities.

**16.** <u>Licensee's Duties.</u> Licensee shall provide the services identified in the Management Plan and those listed in this section for the term of any GL Simple plan. Licensee agrees that Company's performance is dependent upon Licensee's timely and effective cooperation with Company. Accordingly, Licensee acknowledges that any delay by Licensee waives any requirement for Company's timely performance; waives Licensee's rights to liquidated damages, if any; may cause delay in the first production use of the software and subsequent delivery of a GL Simple plan services. Performance by Licensee of the provisions of this section shall be an essential element of this contract.



(a) Conversion - Licensee shall produce legacy data along with documentation that describes the Legacy Data structure, relationships, fields and tables in detail sufficient to enable Company to convert the data to a format utilized by Software

**(b)** Subject Matter Expertise - Licensee shall provide all necessary staff required by Company to assist Company with the design. Staff shall possess subject matter expertise on Licensee's operations and business requirements.

(c) Change Management – Licensee shall provide all executive and management necessary to manage change and redirect or redefine the use of resources, business process, budget allocations, or other modes of operation necessary to ensure an effective and smooth software installation.

(d) Design – Licensee shall allocate necessary staff resources to provide detailed business requirement descriptions, review deliverables, and answer clarifying business requirement questions in accordance with the Management Plan.

(e) Communication Management - An employee of Licensee with direct supervisory authority over Software users shall attend all project management status meetings throughout the project.

(f) Training – Licensee shall require training attendance and participation by Software users. Licensee shall provide one or more employees with responsibility for retraining users and providing personal direction to employees requiring additional assistance.

(g) UAT - Licensee shall conduct UAT testing exclusively by following written process instructions and flow diagrams provided by Company and developed for each business process identified in the Goal and Scope Document. Licensee shall allocate necessary staff resources to complete UAT exit criteria in the UAT Plan including testing all processes during the UAT period.

(h) Licensee shall allocate necessary staff resources including, but not limited to, provide detailed business requirement descriptions, review deliverables, answer clarifying business requirement questions, perform UAT testing, and manage staff and process change within Licensee's organization.

**17.** <u>Project Management Tools.</u> Company and Licensee agree to use GL Portal, an online, web-based project management system developed by Company to store project deliverables, communicate schedules, provide Acceptance of specifications and other deliverables, answer clarifications, report defects, and provide notifications.

(a) Company will issue Licensee a unique login and access to GL Portal for each person authorized by Licensee.

(b) Licensee will authorize Company to grant GL Portal access only to Licensee agents with authority to act on behalf of Licensee.



(c) Company shall utilize Microsoft Word, Excel, PowerPoint and Visio to develop written project documents.

(d) Company shall provide project management forms for acceptance, deliverable review reporting defects, etc. No other project management software or forms shall be used.

**18.** <u>Requirements Refinement.</u> Software functionality required by this contract shall be clarified through a process of refinement. The refinement begins with the adoption of a Goal and Scope Document which describes the business processes, interfaces, outputs and legacy data sources required prior to production use of the software. Subsequently to the first production use of the system, a Goal and Scope document shall be adopted for each GL Simple Project.

**19.** <u>Order of Precedence.</u> When determining software functionality required by this contract, the following documents shall have precedence in the order listed:

(a) Specifications which includes detailed design documents including Self-Documenting Specifications, Report, Correspondence and Subform Designs, Web Page Specifications, and Security Specifications

(b) Business Process Design or Web Site Design

- (c) Goal and Scope Document
- (d) Change Requests
- (e) Contract, as amended
- (f) Company's Offer, as amended, if any

(g) Licensee's RFP, as amended, if any

**20.** <u>Specification and Document Deliverable Review.</u> Company shall create specifications and other documentation, such as project management documents, training, and software documentation, to support the Goal and Scope Document.

(a) Company shall submit specifications and documentation to Licensee for Acceptance using GL Portal. Company shall specify which contract requirements are met by the specification or documentation.

(b) Licensee shall review the specification or documentation to determine whether the document, if developed per the specification, fulfills the contract requirement specified by Company.

(c) Licensee shall respond to Company's request for approval by:

i. Accepting the submitted specification or documentation within seven calendar days,

ii. Rejecting the specification or documentation within seven calendar days, or



**iii.** Not responding to the Acceptance request within seven calendar days. Not responding to the Acceptance request within seven calendar days constitutes Licensee's Acceptance of the specification or documentation.

(d) If the specification or documentation does not conform to the Contract, Licensee shall notify Company using GL Portal and forms provided by Company specifying the specific contract exceptions which cause the specification or documentation to be unacceptable. All such deficiencies within the specification or documentation must be noted during Licensee's initial review of the specification or documentation.

(e) Company shall correct the deficiencies and resubmit the specification or documentation within seven calendar days from the receipt of the rejection.

(f) Licensee shall have seven calendar days to re-inspect, test and reevaluate the resubmitted specification or documentation to determine whether deficiencies initially noted are corrected.

(g) Additional cycles may be added until all deficiencies initially noted are corrected.

(h) During any re-inspection by Licensee, the Licensee may not report any new deficiency not reported during the initial rejection of the specification or documentation.

(i) Acceptance of a specification or documentation constitutes Acceptance that Company's development and implementation of the software according to the specification or documentation satisfies Company's performance obligations with respect to the corresponding contract requirement identified. Acceptance of a software deliverable constitutes Acceptance that the Software performs as specified.

**21.** <u>Delivery</u>. Delivery of a project artifact, deliverable or software occurs upon any of the earliest of any of the following events:

(a) Delivery scheduled in a project plan, Goal and Scope Document, Management Plan, UAT Plan;

(b) Notification of delivery in GL Portal; or,

(c) Actual notification of delivery by email or phone.

**22.** <u>Acceptance.</u> Any the following conditions constitute acceptance ("Acceptance") of a project document, specification, software, Software, sub-deliverable or deliverable by Licensee, in the form delivered by Company:

(a) Written acceptance by Licensee;

(b) Production use of the Software in a live environment; or

(a) Failure to test, inspect and report specific defects regarding the Software or any contract deliverable within seven calendar days after delivery by Company to Licensee.



**23.** <u>UAT Plan.</u> No later than 30 days prior to the planned commencement of User Acceptance Testing for the initial product usage of the Software, Licensee and Company shall adopt a UAT Plan, which describes the objective, measurable criteria for beginning and successfully exiting UAT. Successful performance of the UAT exit criteria constitutes Licensee's direction to complete the migration and deliver the Software to the production environment.

## **GL** Simple

**24.** <u>GL Simple Plan.</u> Company offers licensing, hosting, software, maintenance and warrant services as annual support plans. ("GL Simple"). Licensee's right to purchase a GL Simple plan from Company expires five years from execution of this Contract, unless otherwise extended by mutual agreement between the parties. GL Simple plans must be purchased for consecutive time periods. Failure by Licensee to purchase a GL Simple plan for any period of time terminates Licensee's right to purchase a GL Simple plan under this Contract.

(a) The annual cost of a GL Simple plan is based on the tier and number of named Licensee employees or contractors with access to the Software whether or not such usage is concurrent as shown in the Pricing Addendum. Licensee shall purchase the same GL Simple-Tier plan for all named-users.

(b) Certain GL Simple services require the use of a Task or Project.

- (1) Projects A project includes a request for a GL Simple service with any of the following characteristics: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite deliverables which must be delivered in a specific sequence to meet the Licensee's business requirements; 3) functionality which may impact other aspects of the configured Software and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Licensee's place of business.
- (2) Tasks A task is a single request for a GL Simple plan service except requests that are a project.

(c) At the Company's sole discretion, Company may establish and modify reasonable policies affecting the definition of GL Simple services, the concurrency of item fulfillment, the definition of projects and tasks, and the request timing required to perform requests within a GL Simple plan.

i. Company may determine that a request is more than one project if the activities are designed to produce more than one specific final output; the activities may start and stop independently of one another; an output is being produced for more than one internal or external customer; or, the process steps substantially vary to produce the specific final output. Company may determine a request for a public web site enhancement is more than one project if the site includes alternate processing steps for



ownership or employment changes, address change, names changes, status changes, fees, or license input based on license type or status or other license criteria.

**ii.** Changing Company or software industry standards may require the use of a project prior to update an existing web site or business process to conform to the new standard.

(d) All GL Simple plans shall be purchased for an annual term. Upon the expiration of any annual term, the GL Simple plan tier then in effect for Licensee shall be automatically renewed for an additional annual term, unless Licensee has provided Company 90-day's written notice of non-renewal or request to change GL Simple plan tier prior to the date of current GL Simple plan expiration.

(e) GL Simple plan fees are non-refundable. Licensee's obligation to pay GL Simple plan fees for the full duration of the annual plan period shall survive the termination of this Contract.

#### 25. GL Simple Plan Tiers.

(a) GL Simple plans are offered in three tiers: Standard, Professional and Enterprise. Prior to the first production use of the Software, Company shall provide an unlimited number of Tasks and Projects in support of Licensee's installation. Following the first production use of the software, Company shall provide "Tasks" and "Projects" specified for the tier in the chart below.

GL Simple Tier	Tasks for Services	Projects for Services	
Standard	None included	None included	
Professional	2 tasks/user/year or 24 tasks per year, whichever is greater; max 200	One concurrent project, no limit on total	
Enterprise	4 tasks/user/year or 48 tasks per year, whichever is greater; max 400	Three concurrent projects, no limit on total	

(b) Licensee may select a GL Simple plan tier annually upon expiration of the prior GL Simple plan by notifying Company in writing of the desired tier.

(c) Licensees purchasing the Standard tier must purchase GL Simple for a minimum of 25 named Licensee employees or contractors with access to the Software.

(d) Licensees purchasing the Professional tier must purchase GL Simple for a minimum of 8 named Licensee employees or contractors with access to the Software.

(e) Licensees purchasing the Enterprise tier must purchase GL Simple for a minimum of 3 named Licensee employees or contractors with access to the Software.



(f) Licensee may incrementally increase the number of Tasks or concurrent Projects in a GL Simple tier by paying an "Escalation Fee" in the amount applicable for each task or project pursuant to the Pricing Addendum.

#### 26. GL Simple Services.

(a) Company offers GL Simple services as labeled in the first row in the GL Simple Service table below. The columns to the right of the service determine whether the service is offered to the GL Simple plan tier.

**i.** Services with a "\$" mark are available to the tier through escalated Tasks and/or Projects only.

ii. Services with a check mark without the symbol "t" are provided are provided without limitation.

iii. Services noted with the symbol "t" utilize a Task or Project.

iv. Services without any mark for the tier are not available to that tier.

(b) GL Simple Service Table

GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
Account Management			
Schedule Management	1	1	1
Scope Management	1	1	1
Risk Management	1	1	1
Communication Management	1	1	1
Client Engagement	1	1	1
Project Initiation	1	1	1
Change Management	1	1	1
Critical Project Monitoring		1	1
Critical Task Prioritization		1	1
Technical Support			
Emergency Support (24 x 7 x 365)	3 hr response	1 hr response	15 min response
User Questions	1	1	1



GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
Design Review	1	1	1
Developer Support	\$	√ <sub>t</sub>	√ <sub>t</sub>
Hardware, Network and Security Support	\$	√ <sub>t</sub>	√ <sub>t</sub>
Architecture and Best Practice Guidance		√ <sub>t</sub>	√ ŧ
Training and Documentation			
Design Training	1	1	1
User Training	1	1	1
Configuration and Developer Training Group Courses	\$	√ ŧ	√ <sub>t</sub>
Administrator Training	\$	√ <sub>t</sub>	√ <sub>t</sub>
Administrator Documentation	1	1	1
User Conference	1	1	1
Software Patches and Releases for Core So	oftware		
Software Releases	1	1	1
Software Patches	1	1	1
Software Release Installation	\$	√ <sub>t</sub>	√ <sub>t</sub>
Software Patch Installation	1	1	1
Warranty and Enhancements			
Lifetime Defect Correction	1	1	1
Configuration and Customization	\$	√ <sub>t</sub>	√ <sub>ŧ</sub>
Data Center and Security			
Compliance Audit (PCI, NIST, HIPAA)	1	1	1
Site Setup	1	1	1
Hosting	1	1	1
Server Move	\$	√ <sub>t</sub>	√ <sub>t</sub>
Configuration Management (Tiered Environments: Dev, Sys, UAT and Prod)	1	1	1
Background Checks	\$	√ <sub>t</sub>	√ <sub>t</sub>



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GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise	
On-Premise Hosting Option		√ t	√ t	
Security Assessment		√ <sub>t</sub>	√ t	
Custom Network Isolation and Management		√ <sub>t</sub>	√ <sub>t</sub>	
Multi-Factor Authentication			1	
Uptime Guarantee		95%	99.9%	
Disaster Recovery				
Data Export Service	\$	🖌 <sub>t</sub>	🗸 t	
Site Health Dashboard		1	1	
Hardware Redundancy		1	1	
Automated Job and Interface Monitoring/Response			1	
Automated Site Monitoring/Response			1	
Disaster Plan Testing			1	
Backups	7 days	14 days	3 months	
Disaster Recovery	within 14 days	within 3 days	within 1 hour	
Mobile Inspections				
Mobile Inspection Service – per device	\$	\$	\$	
Mobile Inspection Form Development		√ ŧ	t t	
Mobile Inspection Dispatch Service		√ <sub>t</sub>	√ <sub>t</sub>	
On-Premise Mobile Dispatch and Synchronization DB		🖌 <sub>t</sub>	🖌 <sub>t</sub>	
Business Intelligence				
Power BI - Visual and interactive reports and dashboards for business analytics	\$	√ ŧ	√ <sub>t</sub>	
Self-Service Administration (by Licensee)				
User Security Administration	1	1	1	
Ticket and Project Tracking Portal	1	1	1	
Automated Task and Project Promotion Between Environments	1	1	1	
Business Rule Configuration	1	1	1	



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GL Simple Service	GL Simple Standard	GL Simple Professional	GL Simple Enterprise
Output Modification	1	1	1
Access your data using alternative tools (e.g. SQL Server Management Studio)			1
Power BI Professional license for authoring and publishing			1

**27.** <u>Hosting</u> – GL Simple plans include hosting of Software on servers owned, operated, housed, and maintained by Company and access to the hosted Software by Licensee through the Internet. Company shall acquire any and all license rights necessary and appropriate for Company to provide the Software as obligated by the Contract.

(a) Company shall maintain sufficient hardware capacity to satisfy the technical requirements and the bandwidth and required storage capacity required to meet the Contract.

(b) Company shall be responsible for all telecommunication connections from the server hosting the Software to the Internet.

(c) Company may collect user-specific data only as necessary to provide services authorized under the Contract. No information regarding Licensee or any Software user shall be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall extend beyond the term of the Contract.

(d) The Software will available to Licensee twenty-four (24) hours a day, seven (7) days a week ("Uptime") less Excusable Downtime for at least the percentage of time indicated for the "Uptime Guarantee" corresponding to Licensee's GL Simple plan tier in the GL Simple Service Table.

(e) For the purposes of this Contract, "Excusable Downtime" is defined as that period of time when the Licensed Services are not available to Licensee due to scheduled network, hardware or service maintenance and/or upgrades. Except in cases of emergency, Licensee shall be provided a two (2) business day advance notification of such maintenance and/or upgrade. In cases of emergency, Company will use its best efforts to notify Licensee of a planned Downtime as soon as practicable. Maintenance or upgrades shall not occur Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m. Eastern Time. Excusable Downtime shall not include (i) an electronic hardware failure, (ii) a failure in the Software, (iii) an electric utility failure at a Company's owned or leased facility where the Software is hosted, or (iv) a network failure up to, but not including, the interconnection point of Company's network to the public switched telephone network.

(f) Company shall take reasonable efforts to notify Licensee at least thirty (30) days prior to of any planned change(s) or update(s) to the Software; its functionality; content storage/



backup/disaster recovery, including physical location; security architecture, features or settings; terminations and/or replacement of any Company subcontractor. The planned changes or updates include any change(s) that would potentially impact the secure and efficient use of the Software, as understood and agreed to between Company and Licensee.

(g) Company shall provide a secure environment and any hardware and software, including servers, network and data components provided by Company as part of its performance under this Contract. Company shall provide good faith efforts to meet applicable NIST 800-53 and SOC II standards to prevent unauthorized access to and use or modification of, and to protect, the Software and Licensee data. Company agrees that all data entered by Licensee in the Software is intended solely for the business of Licensee and is considered private Licensee data.

(h) Company shall implement user identification and access controls designed to limit access to users in accordance with the principles of least privilege.

(i) Company shall ensure that all personnel with physical or logical access to the software will receive industry standard annual security awareness training.

(j) Company shall ensure that the Software is capable of auditing the following events: Successful and unsuccessful account logon events, account management events, object access, policy change, privilege functions, process tracking, and system events, all administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.

(k) Company shall ensure that the Software employs automated mechanisms to centrally review, analyze and correlate audit and log records from multiple components of the Software to support organizational processes for investigation, alerting and response to suspicious activities.

(I) Company shall ensure that the Software supports exporting of log files to the Licensee for review and analysis.

(m) Company shall provide evidence of a comprehensive continuous monitoring program encompassing all systems with access to Licensee data.

(n) Company shall ensure that all changes to proposed Software or Hosting services are authorized according to change management policies.

(o) Company shall provide and maintain a backup of Software and Licensee data that can be recovered in an orderly and timely manner within a predefined frequency consistent with recovery time and recovery point objectives, as specified in the GL Simple Service table. Company shall store a backup of Content, at least daily, in an off-site "hardened" facility, located within the continental United States, maintaining the security of the Software and Licensee data.

(p) Company shall implement a contingency plan designed to maintain the access to the Software and to prevent the unintended destruction or loss of Content. This plan should provide a predefined frequency, consistent with recovery time and recovery point objectives for disaster



recovery and archival purposes of Software at a secure facility located within the continental United States.

(q) Company shall maintain an incident response program that implements incident handling for security incidents that includes preparation, detection and analysis, containment, eradication, and recovery processes. Incident response must have the capability to support automated mechanisms for supporting incident handling processes.

(r) Company shall perform quarterly scans using an Intrusion Detection System (IDS) and Intrusion Prevention System (IPS).

(s) Company shall support physical security measures, including securing Software on a secure server, in locked data cabinets within a secure facility located within the continental United States.

(t) Company shall ensure that access to facilities housing Software are restricted to only allow access to Company's personnel and agents who have a need to know in connection with operation and support of the Software.

(u) Company shall ensure that the Software, operating systems, middleware, applications, and interfaces will be scanned for vulnerabilities every 30 days.

(v) Company shall conduct monthly vulnerability scans against all public-facing interfaces with access to the Software.

(w) Company shall ensure that Software is stored, processed and maintained within the continental United States at all times.

(x) Company shall, at all times, remain compliant with the privacy and security requirements mandated by federal, state and local laws and regulations.

(y) Company shall ensure performance of a security audit at least once annually of the Software.

(z) Company shall ensure that external connections incorporated into the Software have appropriate security controls including industry standard intrusion detection and countermeasures that will detect and terminate any unauthorized activity prior to entering the firewall maintained by Company.

(aa) Company shall ensure that the Software will utilize industry standard firewalls regulating all data entering the internal data network from any external source which will enforce secure connections between internal and external systems and will permit only authorized data to pass through.

(bb) Company shall ensure that the Software will use industry standard encryption techniques to protect Content that is transmitted or stored on behalf of the Licensee.

(cc) Company shall utilize industry standard malware protection, incorporating both signature and non-signature-based detection mechanisms, on all systems with access to Software.



Company shall ensure that malware protection will be centrally managed and receive regular automatic updates to malicious code protection mechanisms and data files from the software vendor.

### Warranties

#### 28. Software Warranties.

(a) Company warrants that Company has the full power and authority to grant the rights granted Licensee hereunder with respect to the Software, and neither the license or use by Licensee of the Software, as permitted under this License, will in any way constitute an infringement or other violation of any copyright, patent, trade secret, trademark or any other intellectual property right of any third party.

(b) In the event Software requires updating due to Federal, State statutory or regulatory requirements affecting Licensee, the Company's Software development department shall give its highest priority to the implementation of such updates, but Company does not warrant that all such updates will be completed, or that any updates will be completed by a certain time.

(c) In the event that the Software is, in the opinion of the Company, likely to or does become the subject of a claim for copyright or other intellectual property rights infringement, Company may, at its option and expense, either (1) procure for Licensee, the right under such third-party rights to use the Software; or (2) replace or modify the Software, or parts thereof, with other suitable and reasonable equivalent technology so that the Software becomes non-infringing; or (3) if it is not commercially reasonable to take actions specified in (1) and (2) immediately preceding, terminate this Contract and refund all license fees to Licensee.

**29.** <u>GL Simple Service Warranty.</u> During any GL Simple plan, Company warrants that the Software configuration will perform in material conformity with Accepted specifications. Company will cure all breaches of the foregoing warranty reported in GL Portal by Licensee during a GL Simple plan.

**30.** <u>Hosting Service Warranty.</u> Licensee assumes total responsibility for Licensee's use and users' use of the Software on any equipment provided by Company, if any, and the Internet. Licensee understands and agrees further that the Internet is accessible by persons who may attempt to breach the security of Company and/or Licensee's networks. Company has no control over and expressly disclaims any liability or responsibility whatsoever for such actions and Licensee and Licensee's end users access the service at Licensee's own risk. Hosting Services provided by Company are provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No advice or information given by Company, its affiliates or contractors or their respective employees, create a warranty. Some states do not allow the limitation of implied warranty, and therefore certain provisions may not apply to Licensees located in those states.



31. Warranty and Remedy Limitations. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR THE CONDITION OF THE SOFTWARE, OR ITS FITNESS OR SAFETY FOR ANY PARTICULAR PURPOSE OR USE, OR AS TO ITS MERCHANTABILITY. COMPANY MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF LICENSEE'S DATA, THE SUITABILITY OF THE SOFTWARE FOR LICENSEE'S NEEDS, OR ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT OR OTHER MATTER ATTRIBUTABLE TO ANY USE OR MODIFICATION OF THE SOFTWARE, OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR COMPUTER PROGRAM OR COMMUNICATIONS DEVICE, NOT EXPRESSLY AUTHORIZED BY COMPANY IN WRITING. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING LIABILITY IN TORT, STRICT OR OTHERWISE) DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE SOFTWARE, THE USE, MISUSE, LOSS OF USE OR SALE THEREOF OR THE DELAY OR FAILURE OF DELIVERY OF THE SOFTWARE OR FROM ANY OTHER CAUSE WHATSOEVER EVEN IF IT HAS BEEN ADVISED OF SUCH POSSIBILITY. THE LIMITATIONS. EXCLUSIONS AND DISCLAIMERS IN THIS CONTRACT SHALL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR ACTION BY LICENSEE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE SUCCESS OR EFFECT OF OTHER REMEDIES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY TO LICENSEE UNDER THIS CONTRACT FOR DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES OR INDEMNITY EXCEED THE TOTAL FEES PAID BY LICENSEE IN THE LAST TWELEVE MONTHS TO COMPANY HEREUNDER. LICENSEE HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS CONTRACT TO FAIL OF ITS ESSENTIAL PURPOSE.

32. Execution. This contract is executed by any of the following methods:

(a) Acceptance of an offer from Company and incorporation as a counterpart into a contract executed by the parties, or

- (b) Use of the Software without another superseding contract between the parties, or
- (c) The execution of this contract below:

GL Suite, Inc.

By

Signature, Title

Date

Licensee

By\_\_\_\_

Signature, Title

Date