



## TECHNICAL PROPOSAL

Response to RFP No. 2020-01:

# Sexual Assault Evidence Kit Tracking and Reporting System

August 2, 2019 | 4:30 PM CDT

### Prepared for:

Iowa Department of Justice  
Crime Victim Assistance Division  
Attn: Robert Hamill  
Lucas State Office Building  
321 E. 12<sup>th</sup> Street  
Des Moines, Iowa 50319

E. robert.hamill@ag.iowa.gov

### Prepared by:

Main Street Computing  
658 Main Street #2  
East Aurora, New York 14052

Tel. (716) 241-1103  
E. kevin.chugh@mainstreetcomputing.com  
<http://mainstreetcomputing.com>

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# 1. Transmittal Letter



August 2, 2019

Robert Hamill  
Iowa Department of Justice, Crime Victim Assistance Division  
Lucas State Office Building  
321 E. 12th Street  
Des Moines, Iowa 50319  
[robert.hamill@ag.iowa.gov](mailto:robert.hamill@ag.iowa.gov)

Dear Mr. Hamill:

Please accept this proposal in response to RFP No. 2020-01 for a Sexual Assault Evidence Kit (SAEK) Tracking and Reporting System to support the needs of the Crime Victim Assistance Division of the Iowa Department of Justice. We have received and given thorough review to all RFP materials, are proposing our hosted product, OpenCaseware (OCW), to solve the needs of stakeholders.

The proposer, Hoover Blanket, Inc. DBA Main Street Computing (FEIN: 300484703), is a U.S. company with offices in Buffalo, New York and Cambridge, Massachusetts. Since our 2007 founding, we have served a variety of public and private organizations, and currently maintain clients across seven countries and four continents.

As founder and CEO of Main Street Computing (MSC), I will serve as the authorized individual for purposes of negotiating on behalf of, and legally binding, MSC with respect to the products and services proposed herein. I can be reached through any of the following means:

Name:	Kevin Chugh	Telephone:	(716) 241-1103
Title:	Chief Executive Officer	Email:	<a href="mailto:kevin@mainstreetcomputing.com">kevin@mainstreetcomputing.com</a>
Company:	Main Street Computing	Fax:	(623) 321-0370
Address:	658 Main Street #2 East Aurora, NY 14052	Web:	<a href="https://mainstreetcomputing.com/">https://mainstreetcomputing.com/</a>

With submission of the Proposal appearing herewith, MSC confirms its acceptance of all contractual terms and conditions as stated in RFP No. 2020-01, including, without limitation, § 6 of the RFP and any contract(s) attached to or incorporated by reference into this RFP. MSC takes no exceptions to any terms or conditions as stated in the RFP.

No confidential treatment is requested for information submitted with regard to RFP No. 2020-01. A completed copy of Form 22 – Request for Confidentiality has been submitted on the following pages as directed.

As the enclosed proposal demonstrates, MSC has the deep experience necessary to understand diverse stakeholder needs, and the technical expertise to identify the right data tracking and management solutions to deliver the greatest overall efficiency and flexibility. As a result, the delivered solution will advance the goals of the State by streamlining administrative processes, including data collection and management, communications, and reporting.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions or require clarification on any of the materials herein.

Regards,

A handwritten signature in blue ink, appearing to read 'Kv Chugh', written in a cursive style.

Kevin Chugh

**Attachment #3**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.**

**1. Confidential Treatment Is Not Requested**

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

**2. Confidential Treatment of Information is Requested**

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the CVAD concerning the confidential status of such information.

**The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP.** The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

**Failure to request information be treated as confidential as specified herein shall relieve CVAD and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**

If CVAD receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, CVAD may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, CVAD may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

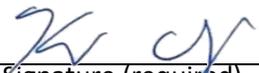
**Part 1 – No Confidential Information  
 Provided**

**Confidential Treatment Is Not Requested**

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

Hoover Blanket Inc. DBA Main Street Computing Company	2020-01 RFP Number	SAEK Tracking & Reporting System RFP Title
 Signature (required)	CEO Title	07/30/2019 Date

## Part 2 - Confidential Treatment is Requested

**The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.**

**NOTE:**

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

Completion of the Form and CVAD’s acceptance of Respondent’s submission does not guarantee the CVAD will grant Respondent’s request for confidentiality. CVAD may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

**Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.**

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the CVAD concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

· ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***

· ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 2. Executive Summary

### 2.1 Overview

Main Street Computing (MSC) proposes the OpenCaseware (OCW) Sexual Assault Evidence Kit (SAEK) Tracking and Reporting System to serve the needs of Crime Victim Assistance Division of the State of Iowa Department of Justice (hereafter “the State”). OCW is a fully-configurable hosted software platform that will address the many data tracking, process management, and reporting needs of the State.

In line with the aims of the project, OCW will streamline and simplify administrative activities for State personnel and affiliated agencies, both through integration with existing technologies in use by the State, and by providing a robust set of data management tools. Key aspects of the proposed solution include centralizing SAEK data collection; tracking tools to improve accountability as SAEKs are processed and transferred; and a robust analytics module for generating fixed and ad hoc reports to satisfy any research need. As a result, the State will experience smoother all-around workflows, while external users will have a convenient and accessible avenue for obtaining needed information and services.

### 2.2 About the Proposer

The proposer, Main Street Computing (MSC), is a minority-owned, U.S. based private corporation with a main office in Buffalo, New York and a satellite office in Cambridge, MA. Since its 2007 founding, MSC has executed over 100 successful projects for client agencies located across the United States and world.

Established as a full service custom development shop, MSC values the capacity of tailored solutions to bring efficiency and convenience to the day-to-day operations of organizations large and small. Yet our experience has also shown us that time and cost are critical considerations for every project. Our commercial off-the-shelf (COTS) solution, OpenCaseware (OCW), addresses these competing goals by marrying superior flexibility with mature data management features. All of our solutions—whether custom, COTS, or hybrid—succeed because of our investment in close consultation and innovative problem-solving.

#### MSC’s Recent Partners:



MSC was recently awarded a contract with the State of North Dakota to implement an Indigent Client Case Management System.



MSC was recently awarded a contract with the City of Santa Monica to manage its housing compliance system.



MSC was recently awarded a contract with the Iowa Utilities Board to manage its business entity relationships.

## 2.3 Project Approach

MSC's deep yet wide-ranging experience across industries, technologies and processes allow us to deliver tailored solutions—fast. Our cooperative approach engages diverse staff perspectives at all stages of a project—ensuring that we deliver innovative solutions built on decades of experience. We provide services spanning all phases of software design and implementation:

- **Technical Expertise:** Our team's deep knowledge of today's technologies means our solution designs offer maximum efficiency and adaptability. Plus, our existing relationship with the State will allow our team to efficiently leverage our existing knowledge of the State's technological environment.
- **Professional Services:** MSC's professional services experience ranges across a wide variety of industries—equipping us with best practices to plan for success, no matter the challenge.
- **Project Execution:** MSC is a one-stop shop that works collaboratively to deliver efficient, predictable progress all phases of software development, configuration, testing, launch and ongoing maintenance and support.

In all, we have both the experience and expertise to detect risks and proactively find solutions meet project objectives—on time and within budget.

## 3. Scored Technical Specifications

### a. Name of open-source or proprietary software the Respondent proposes to use and Respondent's justification for proposing same.

Main Street Computing (MSC) proposes the OpenCaseware (OCW) data tracking software to serve the needs of the State. OCW is a proprietary COTS software product developed, hosted, and maintained by MSC. As a fully-configurable web application, OCW offers mature features to simplify data collection, management, and reporting, while at the same time providing exceptional flexibility to accommodate the nuances of State- and agency-specific processes.

As a hosted solution, OCW offers a fast and easy startup process. Our diligent and attentive project team will provide all setup, testing, and training services to deliver a turnkey solution. Following software launch, MSC will continue to provide all maintenance, hosting and support of the OCW platform, ensuring that minimal State information technologies resources are needed throughout the life of the project. Altogether, OCW blends ease of administration with extensive flexibility—ensuring that the State experiences a convenient and fully scalable solution for years to come.

Unlike other evidence management systems, OCW conforms to the State's resources and processes—not the other way around. With OCW, the State begins with a clean slate, and MSC works closely with key stakeholders to configure the software to meet the specific data elements, reports, and workflows required by the State. As a result, the proposed solution will help the various agencies and stakeholders responsible for processing and managing SAEKs to perform more efficiently, through features that automate administrative processes, organize and analyze associated SAEK and case data, and streamline communications and reporting.

#### i. If the Respondent proposes a proprietary system, the Respondent must also fully explain the process for and any limitations to, accessing, extracting, and/or migrating data to a different platform if CVAD ever decided to move to a different system.

Will comply. OCW utilizes MongoDB for its backend data stores. MongoDB is a non-proprietary, open-source database. The State will maintain ownership of all data supplied to or stored on OCW, and will retain the right to retrieve the entirety of its data at any time throughout the specified term of service. OCW's standard feature set supports data export to various industry-standard formats, including MS Excel and PDF. OCW is also capable of initiating automated data transfers to a backup repository of the State's choice (e.g. Dropbox).

MSC offers various types of support to assist with transition to other systems. Such services may range from minor technical support (e.g. assisting authorized users in

completing export requests initiated through the OCW administrative interface) to comprehensive services (e.g. MSC personnel compile data files on behalf of the State). MSC is open to formalizing an agreement for the State’s preferred level of support in fulfilling data retrieval requirements. Such services may be established as part of an agreed-upon Service Level Agreement (SLA), which is typically finalized during negotiation and project kickoff.

**b. What browsers are compatible with the system**

OCW supports past and present versions of all major browsers, including: Google Chrome, Mozilla Firefox, Opera, Apple Safari, and Microsoft Internet Explorer and Edge, among others. Additionally, OCW’s hosted software-as-a-service (SaaS) delivery model means that all software maintenance and updates are handled by the vendor, ensuring that State information technologies resources are required to sustain the proposed solution.

OCW is accessible from any browser-equipped device, including desktop and notebook computers, as well as mobile technologies, such as smartphones and tablets. OCW’s dynamic web interfaces optimize to various screen sizes (Figure 1), ensuring that users experience smooth navigation from any device. This will ensure that State users are able to perform critical functions at any time, and from any location.

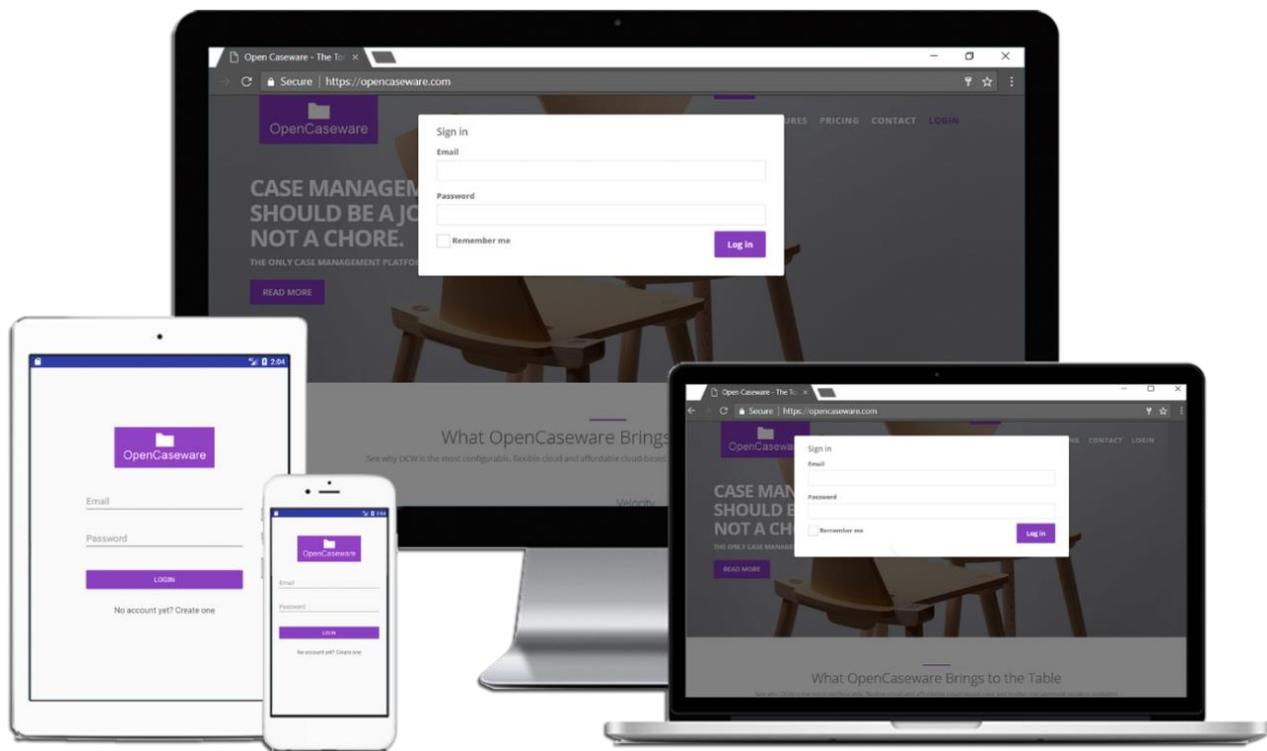


Figure 1. OCW is mobile-friendly and accessible to both internal and external users from any web-enabled device.

**c. Whether CVAD will host the system on its servers or whether the system will be hosted by the Respondent.**

The proposed OCW software is fully hosted by the Respondent (MSC). MSC provides all software maintenance and support services throughout the term of service. For additional detail regarding support, maintenance and hosting services, please see Attachment A1. Standard Maintenance and Support Agreement.

**d. Whether the system can create ad hoc reports**

Yes. OCW has a robust ad hoc report generation module (Figure 2). The report interface guides users in selecting data fields, as well as specifying the range, sort order, design, and output format of the report. The user has the ability to designate the report for personal use, or to make the report available to other authorized users. Users can save multiple ad hoc report templates to the OCW software, and can easily run reports from saved templates at any time. Reports can be generated in PDF or Excel formats, and can be archived in OCW.

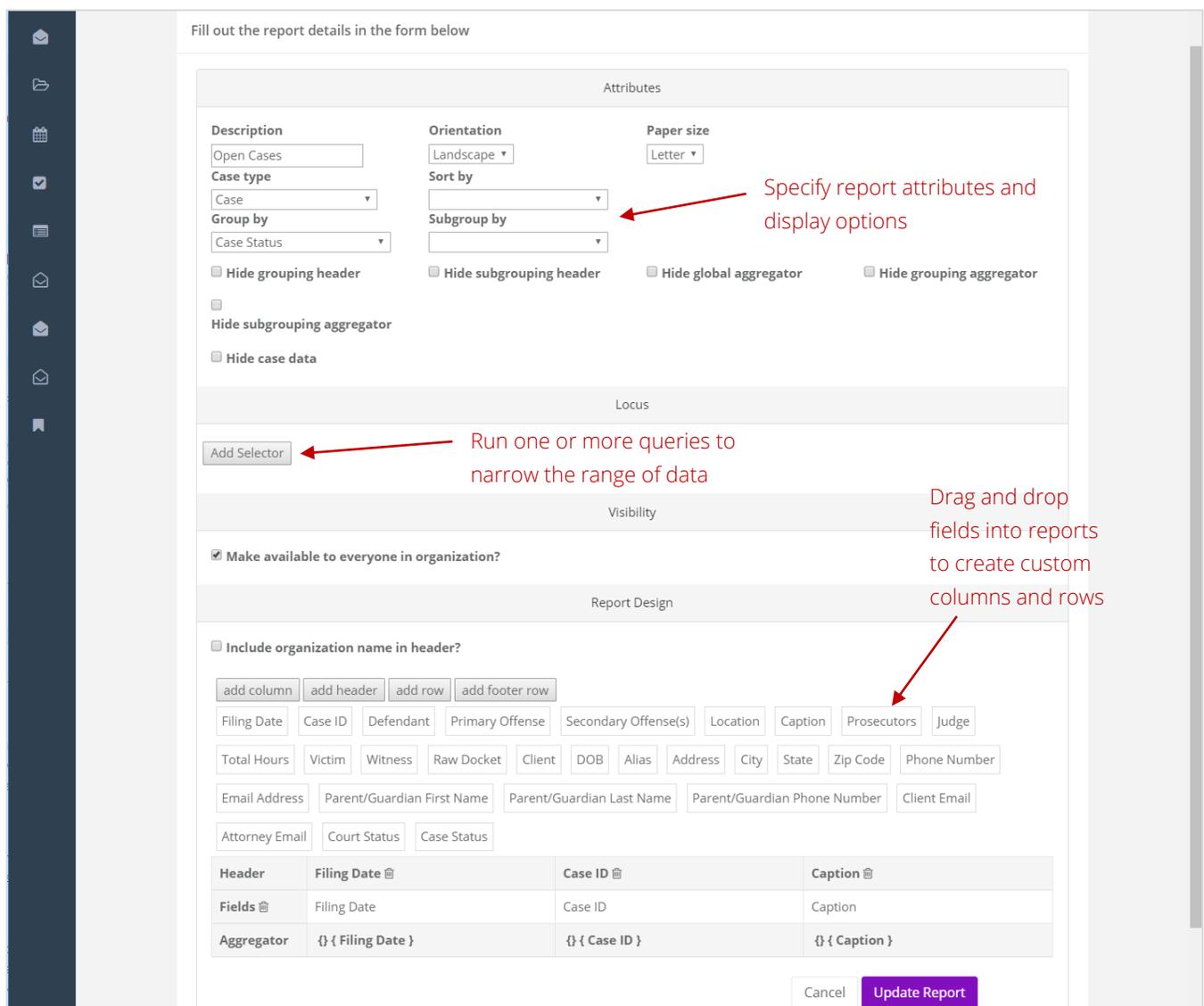


Figure 2. OCW's intuitive report generator simplifies the process of building ad hoc reports.

**e. How the system will:**

**i. Include the following required data elements for each SAEK:**

Yes. Each of the data elements specified below are fully supported by the standard OCW software with no need for custom development. OCW supports a broad range of data formats (Figure 3), all of which will be configured by MSC during the implementation process. Addition of new fields and modifications to existing fields can easily be executed through the user-friendly administrative interface, either by MSC support technicians or by authorized State users. Options and benefits specific to each of the required data elements are outlined below.

<b>Data element:</b>	<b>Solution Description:</b>
Unique SAEK ID number;	OCW stores ID numbers of various lengths, and can auto-generate unique SAEK ID numbers for new records (if desired), and can also import and store ID numbers generated previously or by other systems. OCW also accommodates validation rules to ensure consistent formatting of SAEK ID numbers.
Location (medical facility, law enforcement agency, laboratory, in transit);	OCW stores text-based location data. If desired, the State can specify pre-defined values (such as those listed here) to constrain the specific types of locations to be tracked. Pre-defined values can be shown as a pick-list to simplify data entry.
date each SAEK is logged into location;	OCW accepts date and time data fields to support accurate tracking of SAEK creation and location logging (see Figure 4). OCW also provides date picker calendar fields for simple data entry.
date SAEK used in forensic examination;	OCW accepts date and time data fields to support accurate tracking of SAEK use dates. OCW also provides date picker calendar fields for simple data entry.
date of assault; date assault reported to law enforcement;	OCW stores date and time data to support accurate tracking of case data associated with each SAEK. OCW also provides date picker calendar fields for simple data entry.
date SAEK testing completed;	OCW stores date and time data to support accurate tracking SAEK testing dates, including test completion dates. OCW provides date picker calendar fields for simple data entry.

Data element:	Solution Description:
date of arrival at each location;	OCW accepts date and time data fields to support accurate tracking of SAEK creation and location logging. OCW also provides date picker calendar fields for simple data entry.
maintain history of SAEK location changes;	OCW stores activity/event logs within each SAEK record, allowing users to view a history of location and custody changes.
date DNA from a SAEK is entered into DNA database and indicate which DNA database;	OCW tracks activity/event logs as a child case within each SAEK record, allowing users to create an entry each time DNA data is submitted to a DNA database. OCW supports collection and tracking of submission dates, database name, and other information, such as submitting user (Figure 5).
date results returned from DNA database;	DNA result receipt dates can be easily recorded as part of an event log within a SAEK record (Figure 5).
If DNA matched DNA in database (Yes or No).	DNA match results can be easily recorded as part of an event log within a SAEK record. Responses can be constrained to Yes/No as desired (Figure 5).

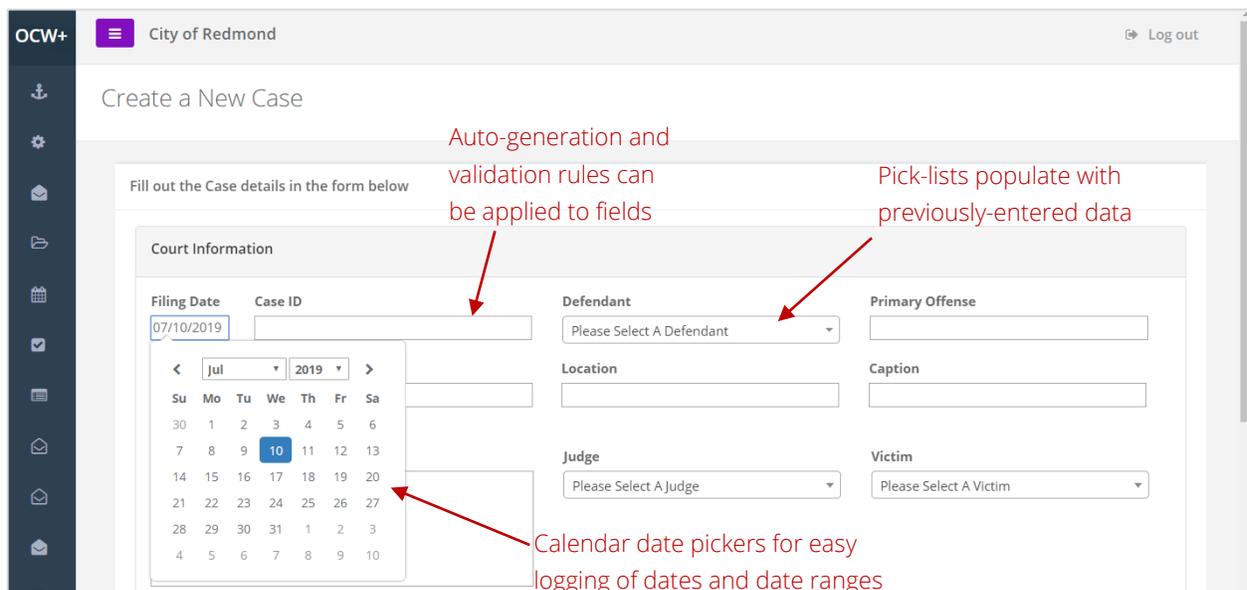


Figure 3. OCW supports a range of data elements. .

Actions

[Add Location](#)

Locations

Location	Description	Date Received	Logged	Logged By	Commands
Medical Facility	Central Community Hospital	06/05/2018	Fri 08/02/19 02:49:27 PM	Crystal Starbuck	<a href="#">Edit</a> <a href="#">Remove</a>
In Transit	to Des Moines PD		Fri 08/02/19 02:50:51 PM	Crystal Starbuck	<a href="#">Edit</a> <a href="#">Remove</a>
Law Enforcement Agency	Des Moines Police Department	06/27/2018	Fri 08/02/19 02:51:46 PM	Crystal Starbuck	<a href="#">Edit</a> <a href="#">Remove</a>
In Transit	To Central Lab		Fri 08/02/19 02:52:12 PM	Crystal Starbuck	<a href="#">Edit</a> <a href="#">Remove</a>
Laboratory	Central Laboratory	06/30/2018	Fri 08/02/19 02:52:40 PM	Crystal Starbuck	<a href="#">Edit</a> <a href="#">Remove</a>

Figure 4. Each SAEK record includes a location history log with dates, times, and submitting user.

Iowa Department of Justice, Crime Victim Assistance Division

Editing SAEK

Fill out the SAEK details in the form below

**SAEK Information**

SAEK ID:  Barcode:

Forensic Exam Date:  Date of Assault:  Test Completion Date:

**DNA Testing**

Database Test Date:  DNA Database Used:  Results Returned Date:  Match Found?:

Status:

[Add Location](#)

Locations

Figure 5. Log DNA testing results for each SAEK record.

ii. Allow authorized users from agencies handling SAEKs or dealing with cases involving SAEKs (e.g., law enforcement, medical facilities, crime lab(s), county attorneys, the Iowa Department of Justice, the Iowa Department of Public Safety) with variable levels of functionality ranging from view only to editing rights depending on role.

Yes. OCW utilizes role-based permissions to manage user access to SAEK records. Each user will receive a secure, individually authenticated account with access limited only to those SAEK records and actions appropriate to their role.

OCW's access permissions are managed by Administrators, who may create various user groups (Figure 6) to represent roles served by various types of users (e.g. laboratory staff, county attorneys, law enforcement officers, etc.). Each user group can be customized with a set of granular permissions (Figure 7) to govern access to specific user activities and viewing privileges.

Individual users can then be assigned to the group that serves their needs. For example, read-only access might be granted to a given user group, while write and delete permissions may be granted to others.

OCW provides additional user access control by means of organizational hierarchies. Depending upon State needs and preferences, OCW can be configured to support various sub-organizations within the State's larger instance of OCW. This feature not only allows the State to accommodate various organizations (e.g. law enforcement agencies, medical facilities), but it also provides scalability should the State ever choose to adopt OCW for use within other State units, or for other data tracking applications.

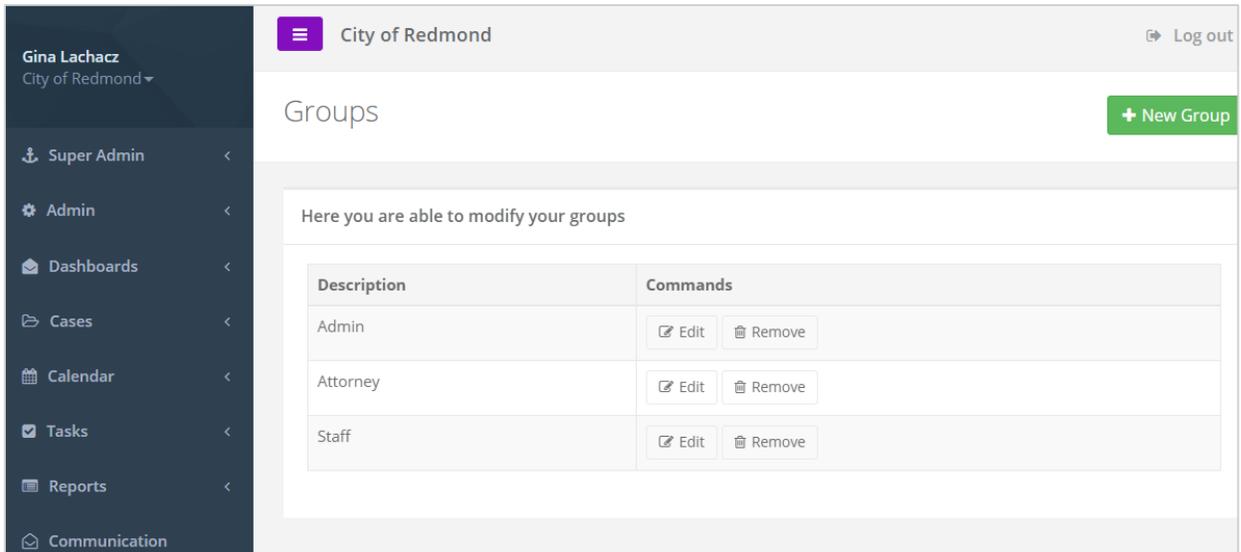
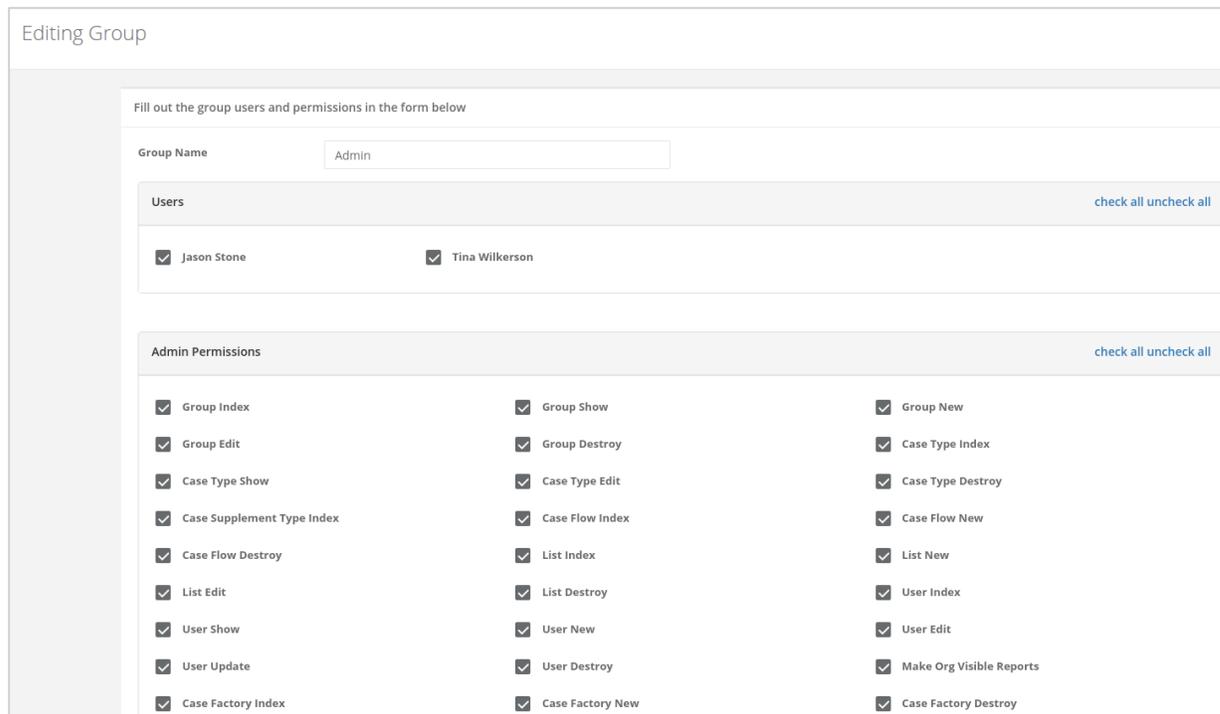


Figure 6. OCW's user groups define access based on functional roles.



The screenshot shows a web interface titled "Editing Group". At the top, it says "Fill out the group users and permissions in the form below". Below this, there is a "Group Name" field containing the text "Admin". Underneath is a "Users" section with a "check all uncheck all" link. Two users are listed: "Jason Stone" and "Tina Wilkerson", both with checked checkboxes. Below the users is an "Admin Permissions" section, also with a "check all uncheck all" link. This section contains a grid of 27 permissions, each with a checked checkbox. The permissions are: Group Index, Group Show, Group New, Group Edit, Group Destroy, Case Type Index, Case Type Show, Case Type Edit, Case Type Destroy, Case Supplement Type Index, Case Flow Index, Case Flow New, Case Flow Destroy, List Index, List New, List Edit, List Destroy, User Index, User Show, User New, User Edit, User Update, User Destroy, Make Org Visible Reports, Case Factory Index, Case Factory New, and Case Factory Destroy.

Figure 7. Granular permissions assignment tools provide precision control over user access.

iii. Allow authorized users to access and update the status and location of SAEKs at the following points:

- when the SAEK is distributed to a medical facility for use in evidence collection;
- date when a SAEK is used in a forensic exam;
- date when the SAEK is in possession of law enforcement agency;
- date when a SAEK arrives at lab;
- date when analysis is complete and lab report is generated;
- date test results are provided to jurisdictional law enforcement and prosecution agencies;
- result of law enforcement investigation (i.e. referral to prosecutor for review, declined for referral and explanation);
- prosecution review and result (i.e. case moves forward for prosecution, case resolution, explanation);
- disposal of SAEK

Yes. OCW allows for detailed tracking of SAEK location and status throughout the entire evidence processing and retention process. This is accomplished by OCW's workflows, which bring order and consistency to complex SAEK data management activities.

OCW provides a graphic configuration interface (Figure 8) that allows for easy tailoring of SAEK workflows to fit unique organizational processes and resources of State agencies.

Initial configuration and training services will be provided by MSC, and, following launch, the State will have the ability to modify workflows as processes change over time. OCW's configurable workflows and business rules can be used to trigger automated actions, and enforce conditional access restrictions. This can include:

- Case & task assignment:** Specify rules for automated assignment of SAEK records to available users. Assignment mechanisms are fully configurable to suit State protocols. This includes the ability to specify rules for automated load balancing in order to equitably assign tasks across a pool of available staff (e.g. such that a new task will get assigned to the user with the fewest active assignments). All assignment activities, whether manual or automated, can be controlled through business rules and user permissions. Assignees will have access to a to-do dashboard screen showing to-do lists of any assigned tasks and/or SAEK records and statuses.
- Automated status updates:** Specify rules and constraints to govern movement of a SAEK record from one status to the next. With OCW, the State can specify time-based constraints or other conditions to define how and when a record can be moved to another status (e.g. triggering an automated warning status when a new SAEK isn't sent to law enforcement within 30 days). Status transitions can be automated.
- Permissions:** Specify access rules based on user roles. OCW is able to allow or disallow users from updating SAEK status at various points in a workflow.
- Notifications:** Specify triggered alerts based on various conditions (Figure 9). OCW will automatically send confirmation messages, warnings, and reminders to specified recipients as a case moves through a workflow.

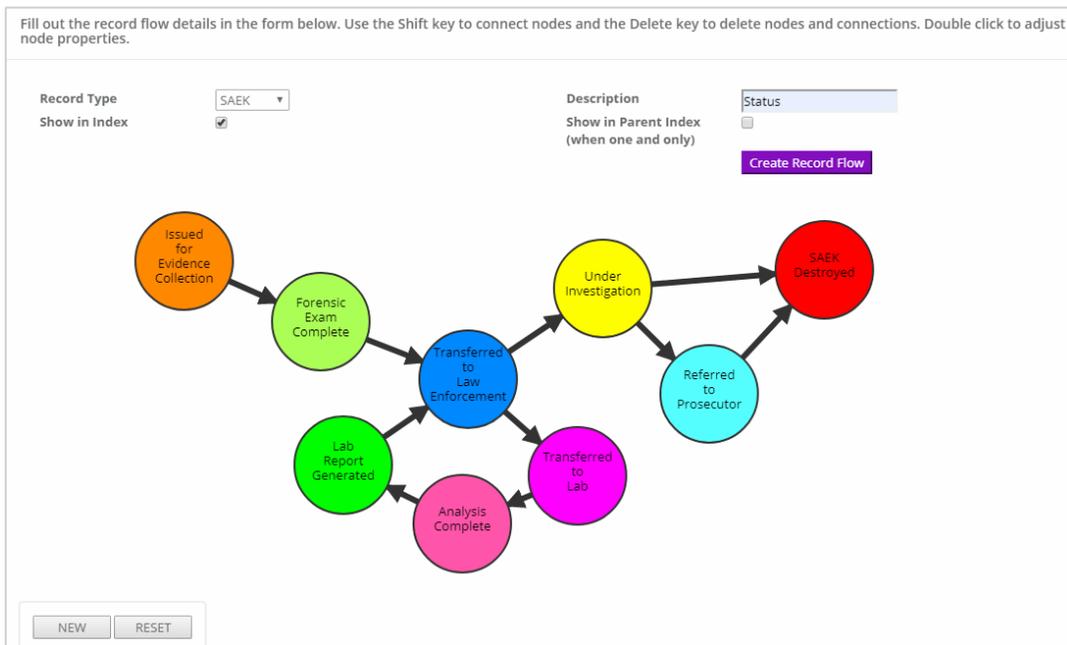


Figure 8. The workflow configuration tool visually represents complex pathways.

### Edit Communication Template

Fill out the Communication Template details in the form below

**Description:**

---

**Communication Type:**

---

**Case Type:**

---

**Recipient Type:**

---

**Field Definitions:** Click a Field Definition to insert it into the email subject of your Email Template.

**Case**

Filing Date	Case ID	Primary Offense	Secondary Offense(s)	Location	Caption	Prosecutors	Judge
Case Type	Total Hours	Raw Docket	DOB	Address	City	State	Zip Code
Phone Number	Email Address	Parent/Guardian First Name	Parent/Guardian Last Name	Case Link			

**Email Subject:**

---

**Field Definitions:** Click a Field Definition to insert it into the body of your Email Template.

**Case**

Filing Date	Case ID	Primary Offense	Secondary Offense(s)	Location	Caption	Prosecutors	Judge
Case Type	Total Hours	Raw Docket	DOB	Address	City	State	Zip Code
Phone Number	Email Address	Parent/Guardian First Name	Parent/Guardian Last Name	Case Link			

**Email Content:**

Dear {{Case.Prosecutors}},

Case number {{Case.Case ID}} has been assigned to you. For additional detail, please access the full case record at:

[{{Case.Link}}](#)

**Attachments:**

Click to insert stored data into email subject or body

Easily send access links to relevant records

Figure 9. Email templates can be customized with access links and other recipient-specific fields.

iv. Utilize barcoding functionality for label creation and tracking.

Yes. OCW includes a built-in barcode label generator for producing evidence tags in various sizes and layouts. Label templates are compatible with various standard office printers and label papers, eliminating the need for investment in dedicated printing hardware.

OCW also provides a built-in barcode reader that utilizes standard cameras found on smartphones and tablets (Figure 10). When a user scans a barcode in OCW, the software will return the SAEK data record and/or portions of the data record that the user has permission to view. Barcode scanning can also be used to log the physical presence of a SAEK as it is moved from one location to another, or during audits. Depending upon State needs and preferences, OCW is capable of recording a time and date stamp along with a location scan. AW's open source approach is designed to minimize State costs by eliminating the need for investment in dedicated barcode scanners or other hardware.



Figure 10. Built-in barcode scanning tools allow users to scan tags with standard mobile device cameras.

v. Allow authorized users to add or update information related to a SAEK using a barcode scanner or a keyboard by entering a SAEK number

Yes. When a user scans a barcode in OCW (Figure 10), the software will return the SAEK data record and/or portions of the data record that the user has permission to view. OCW also has robust filter and search capabilities to ensure that authorized users can easily locate relevant SAEK data records whenever necessary.

Users are able to perform basic searches easily by simply typing search terms into the search bar shown on the record index view (Figure 10). To run more complex searches, the user can simply click “Advanced search” to access a more comprehensive search form (Figure 11) From there, the user can filter and search data records by simply making selections from drop-down menus or entering keywords to narrow the items displayed on the index view. If the filter or search parameters reflect a selection that the user would like to return to in the future, they can easily bookmark the search (Figure 12). When a user searches by keyword or other value, OCW will search any fields that are designated as searchable by an administrator—including attachment content, document metadata, and any imported or synchronized data from external systems.

SAEK ID	Barcode	Date of Assault	Test Completion Date	Database Test Date	Status	Commands
8852	0396662365214	11/27/2018	09/08/2017	11/16/2017	Forensic Exam Complete	Edit Remove
2645	5165785418745	03/01/2018	08/28/2018	06/12/2019	SAEK Destroyed	Edit Remove
2342	1557524850327	03/07/2018	10/14/2017	03/31/2019	Analysis Complete	Edit Remove
5085	0035255652599	08/15/2017	01/13/2019	03/27/2019	Transferred to Lab	Edit Remove
4120	3507032478821	07/01/2019	05/24/2018	01/14/2019	Transferred to Law Enforcement	Edit Remove
1432	2325577410934	09/03/2017	09/07/2018	01/22/2018	Under Investigation	Edit Remove
1980	8330663985411	12/23/2018	05/22/2019	04/06/2018	Under Investigation	Edit Remove
1436	8871724158745	09/23/2017	05/01/2018	02/09/2019	Transferred to Lab	Edit Remove
3611	3125432122574	04/08/2018	05/14/2019	08/22/2018	Issued for Evidence Collection	Edit Remove
3609	1603321482710	03/27/2019	05/08/2018	04/02/2019	Analysis Complete	Edit Remove
4090	8747311369364	12/14/2018	02/27/2019	12/30/2017	Referred to Prosecutor	Edit Remove
2897	0042366596777	01/13/2018	07/01/2018	08/05/2017	Lab Report Generated	Edit Remove
2979	3543632589654	04/22/2019	06/21/2018	09/23/2017	Issued for Evidence Collection	Edit Remove

Figure 11. Record index views provide a concise overview of SAEK data records.

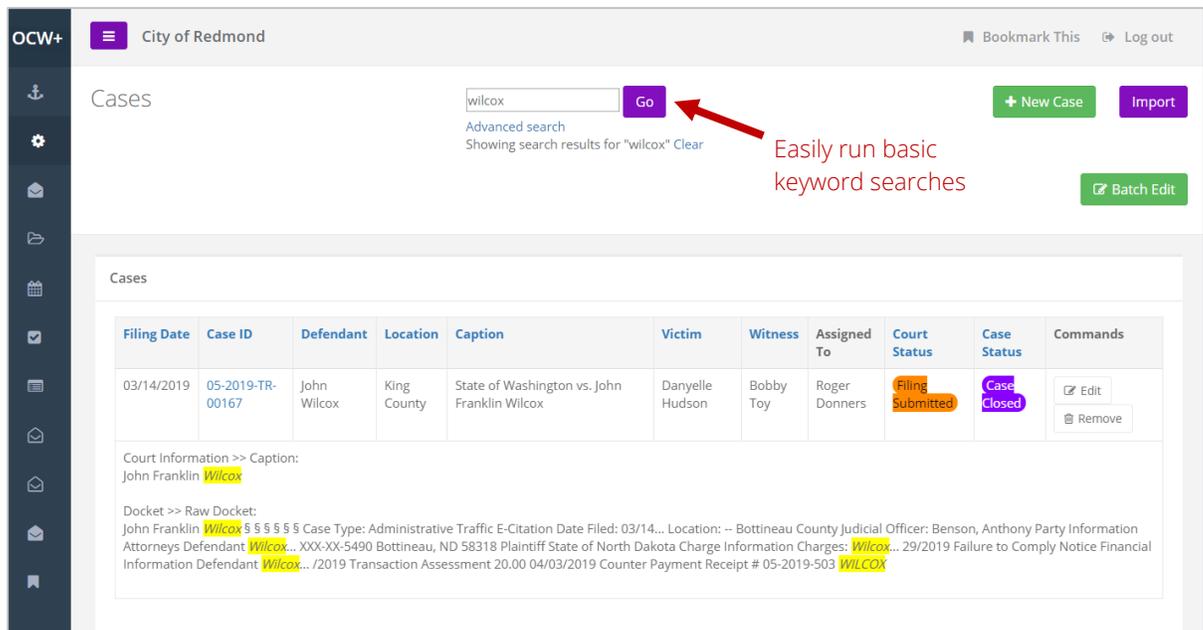


Figure 12. OCW instantly locates search terms found in data, document content, and file metadata.

vi. Allow survivors of sexual assault the ability to anonymously access the system and anonymously view status updates of their SAEK.

Yes. The proposed web-based solution consists of the core OCW internal platform as well as an external portal for anonymous access by survivors. External access can be limited per State specifications to ensure that anonymous users have read-only access to select data fields (e.g. status).

vii. Be in compliance with the Americans with Disabilities Act (ADA)

Yes. MSC is committed to delivering products that are accessible to users of all ability levels. The proposed solution is compliant with Web Content Accessibility Guidelines (WCAG) 2.0 level AA, and all relevant sections of the Americans with Disabilities Act (ADA). MSC conducts regular internal review and testing of OCW's compliance with relevant WCAG 2.0 accessibility standards. A full compliance verification report is available upon request.

**f. How the system is able to accommodate the following:**

i. Establishing authorized users with secure access through unique user ID and unique password for each user.

Yes. Each user will receive a secure, individually authenticated account with access limited only to those SAEK records and actions appropriate to their role. OCW has a number of control features designed to safeguard sensitive data from unauthorized access. These include layered access permissions and user roles (as detailed in [item 3.e.ii](#) above), password complexity rules, multifactor authentication, and automated session timeouts.

ii. Bulk upload of data from an excel spreadsheet or other database to prepopulate information from SAEKs previously inventoried and tracked.

Yes. To streamline bulk data entry, OCW provides a standard data import tool which allows City staff to bulk upload data files in Excel, Access, CSV and other formats (Figure 13). Users would simply click an “Import” button displayed in OCW, and the software will open a window prompting the user to select a spreadsheet (or other data file) as well as column mappings for import. OCW is also fully extensible with APIs, allowing for both batch and automated real-time transfer of data to and from identified systems. Users are also able to upload supporting documents, photos, and audio files in a variety of standard file types, including .csv, .doc, .docx, .gif, .htm, .html, .jpg, .jpeg, .pdf, .png, .ppt, .txt, .xls, and .xlsx, among others. File attachments can be opened, viewed, and printed from within OCW, with no need to download. Upload interfaces are simple to navigate, and all uploaded files are automatically associated with specified property, customer, or program data records.

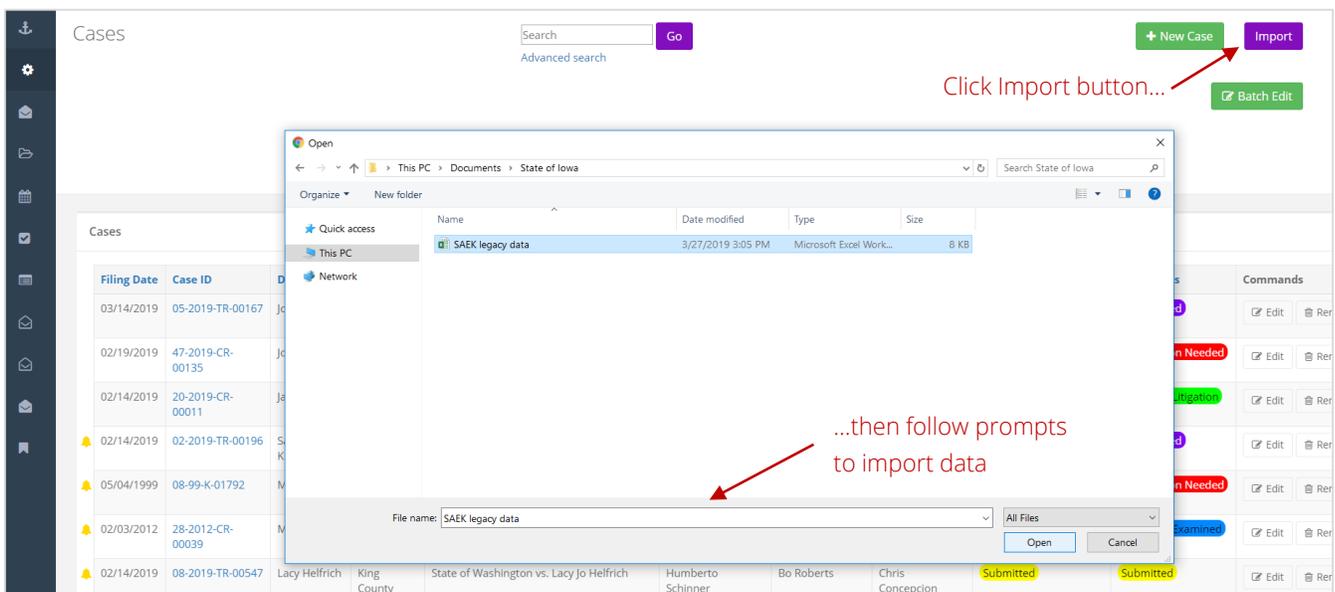


Figure 13. OCW's data import feature allows users to easily batch import data.

iii. Create reports to be used by Department of Justice, Department of Public Safety, and legislature to audit effectiveness of policies and procedures regarding collection, movement, and processing of SAEKs. Reports will minimally provide:

- Number of SAEKs submitted to law enforcement agencies within a date range (sorted by law enforcement agency);
- Number of days from SAEK arrival at law enforcement agency to kit arrival at lab;
- Number of SAEKs reported to law enforcement agency but not sent to law enforcement within 30 days;
- Number of SAEKs tested by forensic lab within a date range;
- Number of days from date of SAEK arrival at lab to date lab report issued;
- Average and median time between forensic medical exam and SAEK tested to completion in forensic lab within a date range;
- Number of SAEKs at a lab not yet tested, by county; Number of SAEKs tested within a date range;
- Report of SAEKs not tested to completion and number of days each SAEK has been at lab;
- Number of DNA profiles entered into DNA database(s)

Yes. OCW includes a robust reporting module capable of producing the reports described above as well as other ad hoc reports. The proposed work plan includes full configuration services to ensure that the described report templates are set up to State specifications. To achieve this, MSC has budgeted time for consultation and discovery during the early phases of the project, and will use information gained from project stakeholders during this time to design and implement all above-listed reports and others as needed. Following launch, authorized users will then be able to run, view and download up-to-date reports through the OCW user interface.

In addition to these canned reports, OCW also provides a custom report generator (detailed in [item 3.d](#) above). OCW's built-in reporting interface provides an intuitive means of producing complex reports, including the ability to modify columns, sort order, and parameters (Figure 2). OCW supports export and printing of reports for sharing across a network, backup, or other uses.



### Monthly SAEKs Submitted to Law Enforcement

Run Friday August 2nd at 19:25 PM

SAEK ID	Barcode	Date Received
Description: Afton Police Department		
2927	4307035582798	07/02/2019
3611	3125432122574	07/28/2019
1980	8330663985411	07/05/2019
Description: Altoona Police Department		
4090	8747311369364	07/10/2019
Description: Ames Police Department		
3751	1745977330240	07/16/2019
2897	0042366596777	07/18/2019
1436	8871724158745	07/26/2019
Description: Anamosa Police Department		
5085	0035255652599	07/23/2019
Description: Ankeny Police Department		
2979	3543632589654	07/05/2019

Figure 14. OCW instantly generates reports in PDF or Excel.

**g. How the system will provide accessibility to authorized users in a web-based format.**

Will comply. OCW is a hosted, web-based software application. Users can access OCW with any browser-equipped device. OCW's dynamic web interfaces optimize to various screen sizes (Figure 1), ensuring that users experience smooth navigation from any device.

OCW supports past and present versions of all major browsers, including: Google Chrome, Mozilla Firefox, Opera, Apple Safari, and Microsoft Internet Explorer and Edge, ensuring that users are able to easily access needed information and perform essential tasks without interruptive technical difficulties, such the need to download and install software updates. Additionally, OCW's hosted software-as-a-service (SaaS) delivery model means that all software maintenance is handled by the vendor, ensuring that minimal State information technologies resources are required to sustain the proposed solution.

**h. How the proposal accommodates the following:**

**i. How the Respondent proposes to include SAEKs already in possession of jurisdictional law enforcement agencies in the system.**

Will comply. MSC provides extensive technical support and services to assist the State in migrating legacy data and documents to the OCW software. During the project kickoff and discovery process, MSC will consult with the State to establish a Data Migration Plan to formalize scope, approach, and a schedule of tasks and deliverables to govern the conversion process. Such deliverables will include technical resource documentation to guide State law enforcement agencies in preparing data for importation to OCW (e.g. data dictionary, format specifications), as well as materials to support migration activities (e.g. database mapping, test cases). The State will be responsible for scanning any physical documents and compiling stored data from physical files. MSC will carry out migration and testing activities to ensure that data conversion is complete prior to go-live.

**ii. Information and resources the Respondent has available to train authorized users.**

Will comply. Proposed training services include the development and creation of training content and user resource materials to support the training curriculum and day-to-day use of the OCW system.

All training content and materials are subject to review and approval of the State prior to use in training sessions. Quality assurance review is performed throughout the training process to ensure validity and effectiveness of training content. Specifically, review and approval of training deliverables will consider:

- Appropriateness of materials for each participant group.
- Relevance of training sessions to participant functional roles.
- Training materials provide a sufficient level of detail.
- Training materials make sense and are easy to follow.

- Resources are provided in a timely manner and/or are easily accessible.

Each of the identified training materials/deliverables may be provided either in-person at the client site, or online via web conference screen share sessions, unless otherwise noted.

Training materials include:

Training Material / Deliverable	Description
Demonstration	Live presentation of system features and functionality.
Classroom Presentation	Combines demonstration and explanation of system functionality as relevant to participants' functional roles. Classroom Presentation is interactive, allowing for active dialogue between training personnel and participants.
Hands-On Experience	Opportunity for participants to physically use the application through task simulation. Trainers may ask participants to perform key functions during a classroom presentation session, such as asking Administrators to create a case factory, or asking users to create a new SAEK record.
Written Materials	Resources with text and graphic content to explain system use and navigation. Written materials are structured in an accessible format, with quick start guides, as well as in-depth information to facilitate learning of foundational concepts. Explanations of system features include step-by-step instructions as well as supplementary illustrations, screenshots, examples, and graphics. Materials will be structured in the same order as training sessions, and are delivered in electronic and printed format prior to instructor-led training sessions.
Training Agendas	Offered to all training session participants. Agendas communicate the training session schedule, objectives, and topics to be covered. Training agendas are delivered in electronic and/or printed format prior to instructor-led training sessions.

**iii. How the Respondent will provide assistance to test and implement the system.**

Will comply. With over ten years in the business of building out custom technology solutions, MSC has developed delivery measures that help us ensure high quality service throughout the project lifecycle. Whether during kickoff, configuration, testing, training, launch, or ongoing hosting and maintenance, MSC personnel provide premium personal service with close attention to your specific needs.

The proposed project plan (see [item 3.i](#) below) is designed to facilitate a low-friction, high-velocity implementation process. To ensure effective communications and full engagement of stakeholders throughout the project, our team engages methodology consisting of a standard waterfall approach augmented by scrum communication strategies. The project includes onsite personnel at strategic points throughout the implementation process, and is supplemented by weekly and ad hoc meetings conducted remotely with State stakeholders. The startup process is organized into weekly cycles, each beginning with status updates and assignment of action items. Additionally, a business-hours chat platform (e.g. Skype) is kept open between the assigned MSC project team and State stakeholders to support efficient informal exchange of questions and feedback throughout the implementation.

Throughout the implementation process, we employ comprehensive functional, security and user acceptance testing (UAT) to ensure that all project deliverables remain on schedule. We have taken care to scope the project timeline to allow adequate time for review and evaluation of UAT results, as well as issue resolution. This will ensure that testing and review will stay on schedule even if defects or data issues are discovered during testing phases.

**iv. How the Respondent provides support and maintenance to customers including, but not limited to, troubleshooting and other technical support, and software upgrades.**

Will comply. MSC provides comprehensive professional services to ensure that the stated and anticipated needs of the State are fully met, including accessible technical support throughout the project. Implementation services include all project planning, software configuration, launch, training, and support services needed to achieve project requirements. Following launch, MSC provides ongoing software maintenance and support. Technical support is available between the hours of 9am EST and 5pm EST, generally by phone or online, and onsite assistance is available upon request (additional consulting fees apply).

Please see Attachment A1. Standard Maintenance and Support Agreement for more information on our standard policies and protocols for delivering support services:

v. Whether the system has the ability to interface with other systems already in use by authorized users' agencies including, but not limited to, police records system, laboratory information management systems.

Yes. OCW supports both batch and real-time transfer of data to and from other systems in use by the State and/or authorized users' agencies such as police records systems, laboratory information management systems, and other systems. OCW's built-in API supports JSON-WDP, SOAP and REST protocols (Figure 15), allowing for simple integration with external systems. OCW supports inbound read and write synchronization, as well as outbound integration by way of Case Factories.

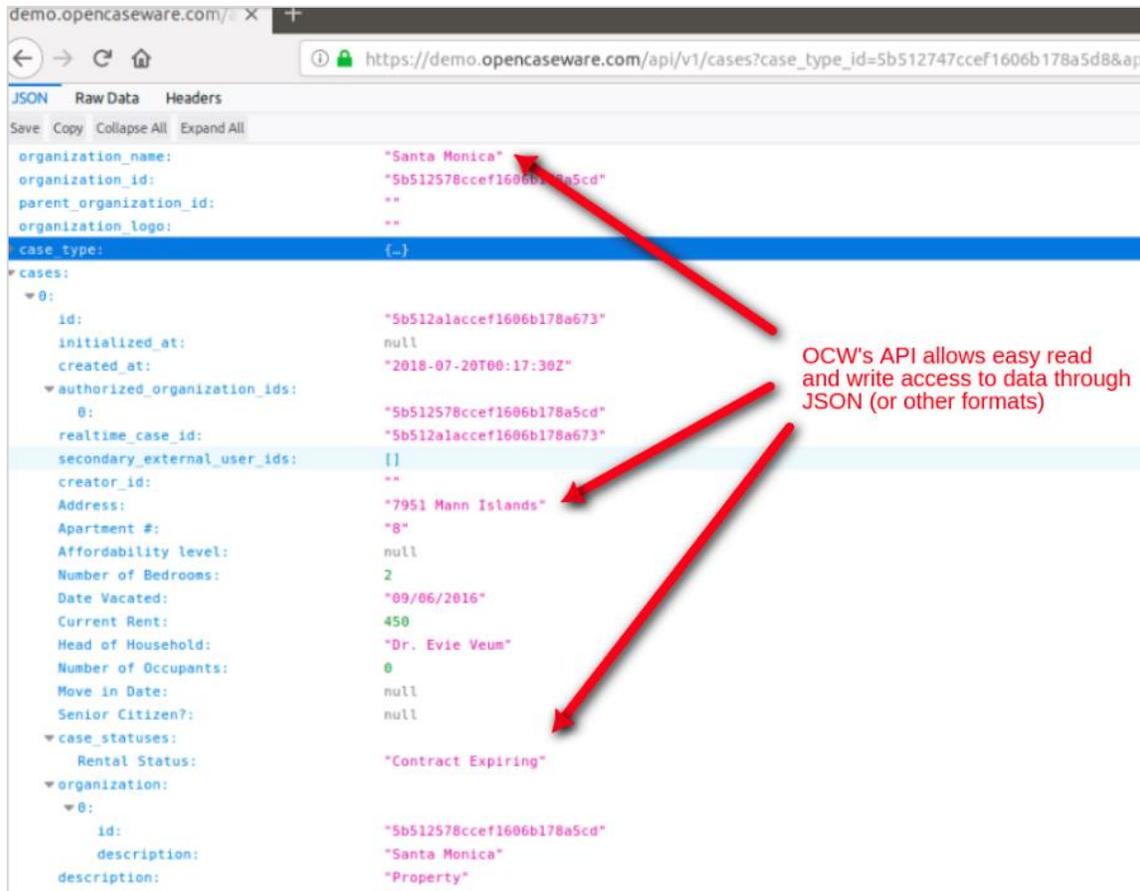


Figure 15. OCW's built-in API facilitates data transfers from various data systems.

**i. Respondent will provide a timeline indicating when they will meet the following milestones:**

i. System built and functional.

The proposed solution, OpenCaseware (OCW) is a COTS solution with mature features and functionality out of the box. Therefore, "building" activities will largely consist of software configuration to implement the specific data elements, workflows, and reports required by the State. Based on the proposed project schedule (see below), we anticipate that a fully

configured iteration of OCW will be complete by 1/30/2020 (assuming a contract execution date of 09/10/2019).

**ii. Testing period.**

The proposed project plan includes a comprehensive testing phase scheduled from 01/22/2020 through 02/28/2020 (assuming a contract execution date of 09/10/2019). Testing activities will run concurrently with other project phases. Please see below for additional detail regarding the proposed project schedule.

**iii. Go-live date.**

The proposed project plan includes an anticipated go-live date of 03/17/2020, or six months after kick-off. This timeline is flexible, and can be adjusted to meet a more aggressive implementation schedule of four months, if desired and supported by State resource availability.

MSC organizes the proposed project timeline into phases, as outlined below:

**Proposed Project Plan**

**PHASE I. PROJECT PLANNING & KICKOFF**

**Summary:** Phase I entails interview meetings and ad hoc collaborative sessions between assigned MSC personnel and State-designated personnel, and production of baseline project plan. Objectives include project discovery and onboarding, and finalization of a project plan and implementation schedule, which will serve to govern performance of work throughout the project. Anticipated involvement is as follows:

- MSC Activities: Coordination of meetings, discovery, and review sessions throughout the implementation process; document preparation, dissemination, and review; and task assignment.
- State Activities: Attendance at scheduled project meetings, participation in information gathering interview sessions, and documentation review and approval.

**Deliverables:** Finalized project plan stating assigned project tasks, deliverables, and completion schedule.

**PHASE II. ANALYSIS & DESIGN**

**Summary:** Phase II activities entail the gathering, review, documentation and approval of Business Requirements through collaborative engagement with the MSC Project Team and State SMEs. The Business Requirements Analysis process will comprise initial drafting of requirements based on material provided in RFP material and review by project team; interviews with SMEs; analysis of data migration and conversion needs; and review of existing and desired business rules and flows. Anticipated involvement is as follows:

- MSC Activities: Coordination of discovery meetings; preparation and review of design documents.
- State Activities: Attendance at scheduled discovery meetings, participation in information gathering interview sessions, and documentation review and approval.

**Deliverables:** Business analysis documentation, to include Technical Design Plan and Data Migration Plan.

### **PHASE III: CONFIGURATION & DATA CONVERSION**

**Summary:** Phase III entails configuration of OCW to meet the business requirements and project goals of the State as well as custom development services (if needed) to achieve features/functionality specific to the State or not otherwise available as part of the base software package. Anticipated involvement is as follows:

- MSC Activities: Configuration of data structures, user accounts, workflows, forms, and reports to State specifications; legacy data migration and system conversion; coordination of scheduled and ad hoc review meetings and iterative feedback sessions.
- State Activities: Participation in scheduled and ad hoc review meetings.

**Deliverables:** Unit test reports; software test candidate fully configured per State functional requirements.

### **PHASE IV: TESTING**

**Summary:** Phase IV entails testing of all functional, technical, security, and performance aspects of the proposed system, remediation of any discovered defects, and documentation of testing results and actions taken. Additionally, a date and strategy for deployment will be approved by project stakeholders. Anticipated involvement is as follows:

- MSC Activities: Deployment of release candidate to staging server; performance of offline and load testing; defect remediation; preparation of testing/remediation result documentation; coordination of meetings and ad hoc communications; and finalization of deployment plan.
- State Activities: Participation in user acceptance testing; review and approval of testing/remediation report and deployment plan.

**Deliverables:** Report of issues and remediation actions taken; finalized deployment plan; and OCW release candidate with updated functionality based on testing and optimization feedback from State review.

### **PHASE V: TRAINING**

**Summary:** Phase V objectives include design and delivery of an approved training plan to prepare State users for effective use of OCW to perform key system functions, including data entry, searching, and reporting, as well as State's location, as well as supplementary support via

email, telephone, and screen share teleconferencing tools, and written user resources to support initial and ongoing use by State stakeholders. Anticipated involvement is as follows:

- MSC Activities: Prepare training curricula; draft and disseminate user resources; plan and conduct training sessions.
- State Activities: Review user documentation and attend training sessions.

**Deliverables:** Training sessions and materials for State users.

## PHASE VI: LAUNCH

**Summary:** Phase VI entails deployment of OCW on live production servers, as well as configuration of daily monitoring and/or backup services. Transitioning of existing data to OCW will proceed according to conversion and migration plans documented during Phase II, including testing processes with custom data integrity checks. Anticipated involvement is as follows:

- MSC Activities: Deployment of OCW on live servers; completion of post-production review; and configuration of automated monitoring and backup tools.
- State Activities: Review and sign-off on live system.

**Deliverables:** Fully functional live software accessible to State staff.

## PHASE VII: MAINTENANCE & SUPPORT (in perpetuity)

**Activities:** Phase VII includes ongoing software maintenance and upgrades, hosting, and technical support. Anticipated involvement is as follows:

- MSC Activities: Software hosting; development and release of patches and updates to remediate software errors and bugs; development and rollout of enhancements and new releases; server health monitoring; and provision of technical support.
- State Activities: Reporting and troubleshooting issues as needed.

**Deliverables:** Updates to software, issue resolution, and server hosting services.

## Project Timeline

A graphic timeline is provided on the following page to demonstrate the proposed schedule for delivery of key project milestones.



## 4. Respondent Background Information

4.1 Name, address, telephone number, fax number, and e-mail address of the Respondent including all d/b/a's, assumed, or other operating names of the Respondent and any local addresses and phone numbers.

The Respondent is identified as follows:

Respondent Company Name:	Hoover Blanket Inc.
DBA:	Main Street Computing
Address:	658 Main Street #2 East Aurora, NY 14052
Telephone:	(716) 241-1103
Fax:	(623) 321-0370
Email:	info@mainstreetcomputing.com

4.2 Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company. Main Street Computing (MSC) is a DBA entity of Hoover Blanket Inc. (HBI), a private corporation.

4.3 State of incorporation, state of formation, or state of organization. HBI is incorporated in the State of Delaware.

4.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.

All proposed products and services will be performed from MSC's headquarters, as identified below:

Respondent Company Name:	Hoover Blanket Inc.
DBA:	Main Street Computing
Address:	658 Main Street #2 East Aurora, NY 14052
Telephone:	(716) 241-1103
Fax:	(623) 321-0370
Email:	info@mainstreetcomputing.com

4.5 Number of employees.

MSC currently maintains 25 employees.

4.6 Type of business.

The Respondent, Main Street Computing (MSC), is a minority-owned, U.S. based private corporation with a main office in Buffalo, New York and a satellite office in Cambridge, MA.



# 5. Experience

## 5.1 Number of years in business.

MSC has been in business for 12 years.

## 5.2 Number of years of experience in providing the types of goods and/or services sought by the RFP.

MSC has continuously developed, hosted, and maintained data tracking and reporting software throughout its 12 years in business. Over the past decade, MSC has built a reputation as a trusted provider of data and process management solutions that address the unique challenges facing a variety of public and private agencies. In all, our proven IT solutions pair best practices across a variety of industries and verticals, with the flexibility needed to quickly and effectively respond to changing workflows, regulatory requirements, and user traffic.

## 5.3 The level of technical experience in providing the types of goods and/or services sought by this RFP.

MSC maintains an in-house team of experienced staff with technical expertise across a range of competency areas, including software application development, configuration, and testing, as well as organizational change, implementation management, and user training. Our recent awards include the following:



MSC was recently awarded a statewide contract with the State of North Dakota to implement a Case Management System.



The Iowa Utilities Board recently awarded MSC with a statewide contract for a software solution to manage its business entity relationships.



The City of Indianapolis & Marion County Indiana recently awarded MSC with a contract for a Case Management System for its county jail behavioral case management program.



The Los Angeles Superior Court awarded a contract to MSC to implement OCW as its employee relations case management system.



MSC was recently awarded a contract with the City of Santa Monica to manage its housing compliance system



The Niagara County (New York) Sheriff's Office recently awarded MSC with a contract for a Case Management System to manage its crime victim assistance program.

We have the experience to detect risks and proactively find solutions to minimize their impact well before they compromise delivery dates and budgets. The entire MSC team is passionate about technology, taking proactive steps to stay informed of emerging innovations to help engineer better solutions. We have technical expertise in a number of areas, including:

- **Security:** MSC adheres to stringent security standards and protocols to ensure that client data is protected from loss and unauthorized access.
- **Scalability:** Our solutions are designed to scale effortlessly with changing demand to ensure uninterrupted access.
- **Extensibility:** MSC stays on top of new innovations, developing APIs and direct integrations that allow for seamless connectivity with external applications and software products.
- **Customization:** Our engineers are experts in designing configuration tools that are not only intuitive to use, but that also bring unmatched flexibility to our solutions.
- **Convenience:** MSC utilizes top tier hosting facilities and monitoring tools to provide reliability while eliminating technical maintenance burdens for our clients.

5.4 A description of all goods and/or services similar to those sought by this RFP that the Respondent has provided to private and governmental entities. For each similar project, the description must include:

- (a) **Project title;**
- (b) **Project role (prime contractor or subcontractor);**
- (c) **Start and end dates of service;**
- (d) **Contract value;**
- (e) **General description of the scope of work;**
- (f) **Whether the goods and/or services were provided timely and within budget; and**
- (g) **Contact information for the client's project manager including address, telephone number, and email address.**

MSC has compiled a selection of comparable projects and contact information below:



Project Title:	Legal Case Tracking Software
Project Role:	Prime
Start and End Dates:	18 months
Contract Value:	\$85,000
Description:	<p>Legal Services of Northern Virginia (LSNV) is a nonprofit law firm that provides free civil legal services to residents of 16 counties and cities in the state of Virginia. MSC provided custom development services to deliver a secure self-service web portal to help users navigate resources pertinent to their legal cases. The solution comprised mobile-friendly web design and application development with integrated calendaring, appointment reminders and notifications; multimedia resource libraries; and a Legal Aid tool to facilitate communications between users and their attorneys.</p>
Goods/services delivered on time and within budget?	Yes
Project Manager:	<p>Raquel Bonilla            Director of Grants Management &amp; Special Projects            Legal Services Of Northern Virginia            10700 Page Avenue, Suite 100            Fairfax, Virginia 22030            Telephone: (703) 504-9141            Email: <a href="mailto:rbonilla@lsnv.org">rbonilla@lsnv.org</a></p>



Project Title:	Legal Case Management Platform
Project Role:	Prime
Start and End Dates:	November 2016 – April 2018
Contract Value:	\$30,000
Description:	MSC built out a legal case management platform for Mattel, leveraging OpenCaseware as the solution platform. The project involved in-depth project discovery and nuanced requirements gathering, as well as configuration and customization of the OCW base platform. The system is used by a team of legal analysts, inventor relations specialists and other roles in the organization to manage case legal review processes and track licensing.
Goods/services delivered on time and within budget?	Yes
Project Manager:	Dan Dzialga Corporate Counsel, Mattel Email: <a href="mailto:ddzialga@gmail.com">ddzialga@gmail.com</a>



Project Title:	Student Case Management Solution
Project Role:	Prime
Start and End Dates:	March 2018 - Present
Contract Value:	\$90,000
Description:	MSC provided services to the William Beaumont School of Medicine at Oakland University to configure and install its OpenCaseware (OCW) software to serve the school's need for a student case management solution to support its Embark research programs, as well as its institutional affiliation agreements. Thanks to its exceptional configurability, OCW is bringing organization and efficiency to Oakland's unique processes, helping students, faculty, and staff to keep track of requests and projects as they move through complex administrative pathways.
Goods/services delivered on time and within budget?	Yes
Project Manager:	Dr. Kara Sawarynski Assistant Professor Dept. of Foundational Medical Studies (248) 370-3671 <a href="mailto:sawaryns@oakland.edu">sawaryns@oakland.edu</a>

5.5 Letters of reference or detailed contact information from three (3) previous customers or clients knowledgeable of the Respondent’s performance in providing goods and/or services similar to those sought in this RFP, including a contact person, telephone number, and email address for each reference. CVAD prefers that Respondents submit letters of reference for CVAD prefers that Respondents submit letters of reference for services that were procured using a competitive selection process.

Detailed contact information is provided below:



MSC provided a system for Diversified Labor Solutions of Western New York in July 2017 to maintain compliance with Medicaid reimbursement and manage all production activities for its disabled and immigrant workforce. The system replaces a series of paper and spreadsheet systems that were inefficient and error prone. DLS now has instant access to all of its compliance records through OCW’s reporting interface, as well as real time records of all of its production records, including audit trails to management can review supervisor’s use of the system.

Darren Lisicki  
 Director of Employment Services  
 Diversified Labor Solutions of WNY  
 2495 Main Street - Suite 360, Buffalo, NY 14214  
 Tel. (716) 512-8604  
 E. [dlsicki@cantalician.org](mailto:dlsicki@cantalician.org)



Work-Family Connection, Inc. (WFC) is a New Jersey-based non-profit organization that coordinates over 30 licensed and nationally accredited before- and after-school educational programs for children. Main Street Computing (MSC) has worked with WFC since July 2016 to build out an enterprise information management system to handle its business processes. The multi-party OCW installation accommodates a variety of user types, including state and federally subsidized child care parties, and allows the agency to manage a wide range of data,

including information on educational programs, fees, payments, enrollments, participants, and parents/guardians. The project has run from July 2016 to present.

Heather Turco  
Executive Senior Director  
The Work-Family Connection Inc.  
PO Box 1155, Whitehouse Station, NJ 08889  
Telephone: (908) 534-5935  
Email: [hturco@theworkfamilyconnection.org](mailto:hturco@theworkfamilyconnection.org)



MSC built a global platform to support the University's Health Communication Capacity Collaborative (HC3) program. As a social and behavior change communication (SBCC) initiative, Johns Hopkins' HC3 program required robust tools to collect and disseminate information across a worldwide network of health professionals. The solution entailed a comprehensive business process management platform consisting of a WordPress website, native apps, social media sites, and blogs. MSC completed the project on schedule, first partnering with the University in March 2016, and launching the solution in June 2017.

*"Throughout the course of our project, the Main Street Computing team has been consistently skilled, responsive, and reliable in delivering on our objectives. I highly recommend them."*

Marla Shaivitz  
Health Communication Capacity Collaborative  
Johns Hopkins University  
111 Market Place, Suite 310, Baltimore, MD 21202  
Telephone: (410) 223-1618  
Email: [marla.shaivitz@jhu.edu](mailto:marla.shaivitz@jhu.edu)

## 6. Qualifications

### 6.1 Termination, Debarment, Litigation and Investigation

None of the below listed conditions or circumstances (items 6.1.1 through 6.1.6) apply to the Respondent organization (Hoover Blanket Inc. DBA Main Street Computing). Specific certifications for each item are provided below.

6.1.1 Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

No. Neither Hoover Blanket Inc. (HBI) nor its DBA entity Main Street Computing (MSC) have ever had a contract terminated by a client. All contracts have remained in effect through their agreed-upon end dates.

6.1.2 Describe any occurrences where the Respondent either has been subject to default or has received notice of default or failure to perform on a contract. Provide complete details related to the default or notice of default including the other party's name, address, telephone number, and email address.

Neither HBI nor MSC have ever been subject to default, nor have received notice of default or failure to perform on a contract.

6.1.3 Describe any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the right of the Respondent to engage in any business, practice, or activity.

Neither HBI nor MSC have ever been subject of any order, judgment, or decree of any federal or state authority barring, suspending, or otherwise limiting the rights of either entity to engage in any business practice or activity.

6.1.4 Describe any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Respondent under any of its existing or past contracts as it relates to goods and/or services provided that are similar to those sought by this RFP. Include the estimated cost of that incident to the Respondent with the details of the occurrence.

Neither HBI nor MSC have ever been required to compensate a client in any way for damages, penalties, assessed disincentives, or through withholding of payments, or other means.

6.1.5 List and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.

Neither HBI/MSC nor its officers have ever been subject to actual or threatened litigation, administrative or regulatory proceedings, or other legal matters.

6.1.6 List any irregularities that have been discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances all such irregularities or variances and detail how the issues were resolved.

No irregularities of any kind have been discovered in accounts maintained by HBI or MSC.

## **6.2 Acceptance of Terms and Conditions**

A Contractor's submission of a Proposal constitutes: (1) acceptance of the terms and conditions, criteria, specifications, and requirements set forth in this RFP and any attachment or amendment hereto, without change; and (2) operates as a waiver of any and all objections to the contents of the RFP and all related terms, conditions and specifications. The Respondent must specifically agree and state in its transmittal letter that the Proposal is predicated upon the acceptance of all contractual terms and conditions stated in this RFP, including, without limitation, § 6 of the RFP and any contract(s) attached to or incorporated by reference into this RFP. If the Respondent objects or takes exception to any term or condition, the Contractor must comply with all of the requirements and procedures stated in § 6. Should the apparent successful Respondent take exception(s) to such terms and conditions, CVAD reserves the right to reject such exception(s) and may elect to terminate negotiations with the apparent successful Respondent. Without limiting CVAD's rights, CVAD may, in its sole discretion, reject a Proposal where any objection, exception or response materially alters any term, condition or specification of this RFP (including any attachment or amendment hereto), or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein.

Confirmed. The Respondent, Hoover Blanket Inc. DBA Main Street Computing (MSC), confirms that submission of its Proposal its acceptance of the above terms and conditions. Additional statements confirming MSC's acceptance of all other contractual terms and conditions are included as directed in the submitted transmittal letter (see Section 1. Transmittal Letter, beginning on page 3).

## **6.3 Certification Letter**

MSC makes all certifications as required by RFP Attachment #1 (Certification Letter). A signed certification letter is included below (beginning page 46).

## **6.4 Authorization to Release Information**

MSC makes all certifications as required by RFP Attachment #2 (Authorization to Release Information Letter). A completed letter is included below (beginning page 48).

## **6.5 Firm Proposal Terms**

MSC guarantees that all proposed goods and services are available as offered and that all Proposal terms, including price, will remain firm for a minimum of 120 days following the deadline for submitting Proposals.



August 2, 2019

Robert Hamill, Issuing Officer  
Iowa Department of Justice, Crime Victim Assistance Division  
Lucas State Office Building  
321 E. 12th Street  
Des Moines, Iowa 50319  
[robert.hamill@ag.iowa.gov](mailto:robert.hamill@ag.iowa.gov)

Re: Sexual Assault Evidence Kit Tracking and Reporting System  
Request for Proposal  
RFP No. 2020-01  
PROPOSAL CERTIFICATIONS

Dear Mr. Hamill:

I certify that the contents of the Proposal submitted on behalf of Hoover Blanket Inc. DBA Main Street Computing ("Respondent") in response to the Iowa Department's for Request for Proposal Number 2020-01 for a Sexual Assault Evidence Kit Tracking and Reporting System ("RFP") are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

### **Certification of Independence**

I certify that I am a representative of "Respondent" expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of Respondent that:

1. Respondent has developed the Proposal independently, without consultation, communication, or agreement with any employee or consultant to CVAD, or with any person serving as a member of the evaluation committee.
2. Respondent has developed the Proposal independently, without consultation, communication, or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, Respondent has not and will not knowingly disclose, directly or indirectly, information found in the Proposal before CVAD's issuance of the Notice of Intent to Award the contract.

4. Respondent has not attempted to induce any other Respondent to submit or not to submit a Proposal for the purpose restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and CVAD or any other State of Iowa entity that interferes with fair competition or constitutes a conflict of interest.

### **Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal agency or State agency; (b) have, within a three year period preceding this Proposal, been convicted of, or had a civil judgment rendered against them for: commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which CVAD has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, CVAD may pursue available remedies including debarment of the Respondent, or suspension or termination of the contract.

Respondent also acknowledges that CVAD may declare the Respondent's Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in CVAD or its representative filing for damages for breach of contract in addition to other remedies available to CVAD.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Chugh'.

Kevin Chugh  
CEO, Main Street Computing



August 2, 2019

Robert Hamill, Issuing Officer  
Iowa Department of Justice, Crime Victim Assistance Division  
Lucas State Office Building  
321 E. 12th Street  
Des Moines, Iowa 50319  
[robert.hamill@ag.iowa.gov](mailto:robert.hamill@ag.iowa.gov)

Re: **Sexual Assault Evidence Kit Tracking and Reporting System**  
RFP No. 2020-01  
AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Hamill:

Hoover Blanket Inc. DBA Main Street Computing ("Respondent") hereby authorizes the Iowa Department of Justice, Crime Victim Assistance Division ("CVAD") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to Request for Proposal Number 2020-01 ("RFP").

Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. Respondent is willing to take that risk.

Respondent hereby releases, acquits and forever discharges the State of Iowa, CVAD, their officers, directors, employees and agents from all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references obtained by CVAD or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

Respondent authorizes representatives of CVAD and the Evaluation Committee to contact any of the persons, entities, and references that are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to the RFP.

Respondent further authorizes all persons, entities to provide information, data, and opinions about Respondent's performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. Respondent hereby releases, acquits, and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to CVAD or the Evaluation Committee in the evaluation and selection of a successful respondent in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Hoover Blanket Inc. DBA Main Street Computing

[Printed Name of Respondent Organization]

Kevin Chugh, CEO

Name and Title of Authorized Representative

July 30, 2019

Date

## 6. Closing

Main Street Computing has the experience and resources to successfully deliver a SAEK Tracking and Reporting System per the stated needs of the Iowa Department of Justice Crime Victim Assistance Division. MSC proposes its solution, OpenCaseware (OCW), to meet key project objectives, including:

- **Centralizing data storage.** OCW will provide a central repository to support SAEK data collection and process management, ensuring that staff can easily track SAEK evidence processing, investigation, retention and disposal.
- **Streamlining workflows.** OCW guides users through various process management activities with State-specific workflows, business rules-based constraints, tasking, and notification tools.
- **Simplifying analysis.** OCW instantly generates canned and ad hoc analyses to support State accountability reporting needs.
- **Minimizing redundant data entry.** Data collected by OCW is stored for use in populating forms and documents, helping to cut tedious data entry needs.
- **Expanded accessibility.** OCW is mobile-friendly and accessible online, ensuring that users are able to easily and efficiently locate needed data—wherever and whenever suits their schedule.

By meeting these key goals, OCW will support a more efficient tracking and reporting processes for greater efficiency and improved service delivery.

### Experience

Since 2007, Main Street Computing has executed projects successfully for dozens of clients across seven countries and four continents. We are dedicated to helping our clients meet their own business goals, and we invest the time to discover the unique needs of our partners. Altogether, by pairing our wide-ranging technology expertise with our individualized scoping process, we consistently deliver tailored solutions for each and every one of our partners.

### Cost-effectiveness

MSC is cost-competitive with other professional services solution providers, but there are two things that set us apart. First, we take pride in the integrity of our organization and are honest and diligent about our project costing. Second, extensibility and scalability is built into the very framework of our solutions, allowing us to rapidly deliver solutions that blend seamlessly with other technologies and processes in place at your organization.

### Questions?

Please contact our CEO, Kevin Chugh, at [kevin.chugh@mainstreetcomputing.com](mailto:kevin.chugh@mainstreetcomputing.com) or +1 (716) 241-1103 with any questions or concerns.

# Attachments

## A1. Standard Maintenance and Support Agreement



658 Main Street, #2  
East Aurora, NY 14052  
(716) 241-1103

<http://www.mainstreetcomputing.com>  
[info@mainstreetcomputing.com](mailto:info@mainstreetcomputing.com)

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## SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

This agreement ("Support Agreement", "Software Assurance", "Agreement") is for the purpose of defining the terms and conditions under which Technical Support, Maintenance and Software Upgrades will be provided by Hoover Blanket, Inc. DBA Main Street Computing and OpenCaseware ("Vendor") to the undersigned organization ("Customer", "Client") for the support of OpenCaseware ("Software").

### Overview

Software Assurance is an annual subscription that includes: Technical Support, Maintenance and Software Upgrades.

### Support Fees

Customer agrees to pay a fee commensurate with the estimated support level, typically expressed in hours per year. Prior to commencing the project, such an estimate will be provided to Customer, and upon acceptance, Customer agrees to pay these fees for the duration of the contract. The annual fee for this support agreement is noted in the Cost Proposal. Payment for each renewal term shall be due within thirty (30) days of the renewal date at the Vendor's current price for a support agreement.

### Non-Support Agreement Customers

Customers not engaged in a current Support Agreement contained herein, may only obtain technical support at a cost of \$199 per incident.

### Taxes

All fees under this Agreement exclude all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, and Customer shall be responsible for payment of all such taxes (other than taxes based on Service Provider's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or license of the Supported Software and performance of the Services hereunder.

## **Term**

This agreement shall start on the Effective Date stated below. This agreement shall run for a period of one (1) year from the Effective Date and shall automatically renew for consecutive one (1) year periods unless either party provides written notice of termination within thirty (30) days prior to the anniversary of the Effective Date.

## **Vendor Responsibilities**

Vendor will notify Client of any material defects or malfunctions in the Software or related documentation that it learns from any source. These material defects will be published in one of the following methods: Vendor's website, email, telephone or written letter.

Vendor will, from time to time, supply Client with an updated installation of the Software and relevant documentation revised to reflect significant updates and enhancements to the software made by Vendor, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation.

Within a reasonable time after being given written notice thereof, Vendor will correct inherent material errors in the Software that are not caused by Client's misuse, improper use, alteration or damage of the Software.

## **Customer Responsibilities**

Customer shall always supply support requests in written form, either by letter, fax or email.

Customer agrees to comply with all requests of the Vendor and to provide access to all documents, files, computers and servers necessary to the performance of the Vendor's duties under this Agreement.

Customer agrees that Vendor is not responsible, nor obligated to change Software due to Customer's change in business practices, policies or procedures. However, Customer may request new features or upgrades to accommodate all or part of said practices, policies or procedures.

Customer agrees to let Vendor access all data, log files, and any other software artifacts for the purpose of investigating any reported defects or issues.

Customer represents and warrants to Vendor that it: (a) is engaged in a lawful business enterprise; (b) is not a competitor or competing organization with a similar product; (b) can form legally binding contracts and is authorized to enter into this Agreement; and (c) is in compliance with all applicable laws appropriate to its location of business and nature of work.

## **Technical Support**

The Client may open a new Support Incident by calling the Vendor's telephone support phone number, emailing a technical support engineer or submitting a form online. Support assistance

may be delivered by telephone, email and/or remote assistance via a web meeting. Vendor will respond to the Support Incident in accordance with the Support Response Times section.

Support will be provided to the Client for assistance with software bugs, repair of known issues, troubleshooting of software malfunctions, installation and deployment, general questions, end user questions, software administration and best practices procedures. Vendor is not responsible for software or hardware of third parties, but may, at the discretion of the support engineer, assist in troubleshooting these third party hardware/software issues. Vendor will supply user license copies of any of these updates and/or enhancements without additional charge.

Vendor will give reasonable assistance to Client in installing and operating any new release or enhancement, provided, however, that if such assistance is to be provided onsite, such services will be charged at Vendor's then current consulting rate.

### **Software Maintenance**

During the term of this agreement, Vendor will provide the Customer with copyrighted patches, bug fixes and releases of the Software along with other generally available technical material. These maintenance materials including the Software may not be used to increase the licensed number of versions or copies of the Software. All patches, bug fixes and releases shall be subject to the license agreement related to the Software.

### **Software Upgrades**

Vendor will provide the Customer with all minor/major software version releases during the term of this Agreement. Customer agrees that the releases of software upgrades are at the sole discretion of the Vendor and shall follow the Vendor's internal quality standards. Further, Vendor will choose software features to be depreciated or included. Shall the Customer receive a software upgrade after the Anniversary Date of the current agreement, this shall constitute the Customer's consent to renew or engage in a new Support Agreement according to the Terms Section below. Customers not engaged in a current Agreement will be required to purchase an upgrade at a rate of the Vendor's current upgrade pricing.

### **Support Hours**

Vendor will provide support Monday through Friday from 8:00 am to 5:00 pm EST with the exception of Vendor holidays. If Customer requires support outside of normal support hours, this can be arranged on a case by case basis and is subject to the availability of the support engineer and may require a minimum of 24 hours advance notice to the Vendor. An emergency 24x7x365 telephone contact will be provided for P1 Incidents (see Support Priority Definitions), database or server connectivity if the client is subscribed to a Dedicated Hosting Agreement.

### **Support Priority Definitions**

A priority issue may only be reclassified to a lower or higher priority issue, upon the prior approval of Vendor's Support Manager. Priority Issues are classified into: P1, P2 and P3.

Priority Issue (“P1”), High Severity

- Any fault which causes failure of a critical feature
- Significant loss of visibility of application performance or irreparable loss of data within the application (such as connectivity to the host server)
- Customer declared critical issue with the concurrence of customer and vendor management
- Any fault that keeps the system from meeting significantly documented standards or performance specifications • Any fault that keeps the system from meeting regulatory and safety standards
- Discovery of application bug with NO short term workaround

Priority Issue (“P2”), Medium Severity

- Any fault which causes failure of a non-critical feature of the application
- Application is running at a degraded capacity with potential risk of losing critical data
- Failures in application performance that requires additional dedicated resources to maintain core application elements

Priority Issue (“P3”), Low Severity

- Loss of administrative capabilities (non-P1/non-P2)
- Loss of full feature functionality (non-P1/non-P2)
- Discovery of application bug with a short term workaround
- Any remote upgrade or support not associated with resolution of a P1 or P2 issue

Support Response Times

Classification	Initial Resolution	Final Resolution
P1 - High	< 1 business day	< 5 business days
P2 - Medium	< 3 business days	< 10 business days
P3 - Low	< 5 business days	< 15 business days

**Unresolved Calls**

Not all calls may be resolved while the technician is on the phone or immediately by email. Some calls require testing and/or assistance from our programming department to resolve. Vendor will keep the designated contact person updated as to the status of the open call if the problem cannot be resolved while on the phone with the technician.

**Confidential Information**

All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Vendor and will not be disclosed or used by Vendor except to the extent that such disclosure or use is reasonably necessary to the performance of Vendor's Work.

All information relating to Vendor that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

These obligations of confidentiality will extend for a period of 12 months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

Customer agrees not to directly or indirectly reverse engineer, decompile, replicate, reproduce any or all parts of the software, including but not limited to its screens, database, database structures, executable programs, libraries, images, or scripts.

### **Entire Agreement**

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

### **Warranty**

Vendor will undertake all reasonable efforts to provide technical assistance under this agreement and to rectify or provide solutions to problems where the Software does not function as described in the Software documentation, but Vendor does not guarantee that the problems will be solved or that any item will be error-free. This agreement is only applicable to Vendor Software running under a managed hosting agreement. Vendor will provide the Customer with substantially the same level of service throughout the term of this agreement. This warranty is exclusive and is in lieu of all other warranties, whether expressed or implied, including any warranties of merchantability or fitness for a particular purpose and any oral or written representations, proposals, or statements made on or prior to the effective date of this agreement, Vendor expressly disclaims all other warranties.

### **Termination**

This agreement may be terminated for non-payment or material breach. Fees paid or due are nonrefundable. Termination of this agreement may only be made by a designated contact listed in the Designated Contacts section of this agreement. Upon termination of this Agreement, Service Provider shall have no further obligation to provide any Services hereunder to Customer.

### **Intellectual Property**

Vendor will retain ownership of all proprietary rights in the Software, including certain rights, if any, that Vendor has pursuant to license from another party. Upon full payment of the fees set forth in this Agreement, Vendor will grant to Client a non-exclusive license to use the Software

in its own business. Client is not authorized to sell, transfer or license the Software or rights thereto to any other person or organization.

### **Limitation of Liability**

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the performance of Vendor's Work, whether in contract, tort, or otherwise, even if the other has been advised of the possibility of such loss or damages. Client will indemnify and hold Vendor harmless against any claims incurred by Vendor arising out of or in conjunction with Client's breach of this Agreement, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Vendor's total liability under this Agreement with respect to the Work, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Client to Vendor during the six (6) month period prior to the date the claim arises.

### **Assignment**

Customer will not assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

### **Arbitration**

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of New York. The arbitration will be held in New York. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

**Attorneys' Fees**

If any litigation or arbitration is necessary to enforce the terms of this Agreement, neither party will be entitled to recover attorneys' fees or costs.

**Severability**

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

**Force Majeure**

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

**No Waiver**

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

**Signature**

Please sign, date and return copy of this Agreement to Main Street Computing via email at [info@mainstreetcomputing.com](mailto:info@mainstreetcomputing.com).

Customer acknowledges that Customer has read all of the terms and conditions of this agreement. Customer represents to Vendor that Customer understands those terms and conditions and agrees to be bound by them.

Customer: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Name & Title: \_\_\_\_\_  
Authorized  
Signature: \_\_\_\_\_  
Effective Date: \_\_\_\_\_