



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

Request for Quotation

RFQ NUMBER

OMB12001

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

American Interactive Expert inc
5149 Briar Road
Charleston, WV. 25313

BOARD OF OSTEOPATHIC MEDICINE
405 CAPITOL ST STE 402

CHARLESTON WV

25301

304-552-6095

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/17/2012				
BID OPENING DATE:	06/12/2012		BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-20-99-000		\$81,200
WEB BASED LICENSING SYSTEM.						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA BOARD OF OSTEOPATHIC MEDICINE, IS SOLICITING BIDS FOR A WEB BASED LICENSING SYSTEM PER THE ATTACHED SPECIFICATIONS.						
ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/29/2012 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.						
NOTICE TO PROCEED: THE SYSTEM IS TO BE FULLY IMPLEMENTED WITHIN 5 MONTHS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
THE FIRST YEAR SUPPORT AND WARRANTY WILL BE ESTABLISHED BY FORMAL CHANGE ORDER UPON ACCEPTANCE OF THE SYSTEM BY THE AGENCY AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT.						
THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS						

RECEIVED

2012 JUN 21 AM 11:27

WV PURCHASING
DIVISION

SIGNATURE	Blaise Lin	TELEPHONE	(304) 904-4400	DATE	6/20/2012
TITLE	Project Manager	FEIN	27-1921151	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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05/17/2012						
BID OPENING DATE: 06/12/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p> <p>SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						
SIGNATURE <i>Blaine Li</i>		TELEPHONE (304) 904-4400		DATE 6/20/2012		
TITLE <i>Project Manager</i>		FEIN 27-1921151		ADDRESS CHANGES TO BE NOTED ABOVE		

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BID OPENING DATE: 06/12/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
WITHOUT FURTHER ORDER.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 01/17/2012						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: 44						
RFQ. NO.: OMB12001						
BID OPENING DATE: 06/12/2012						
BID OPENING TIME: 1:30 PM-----						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE			FEIN		ADDRESS CHANGES TO BE NOTED ABOVE	

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05/17/2012				
BID OPENING DATE: 06/12/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
(202) 600 8794						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Blaise Liu						
***** THIS IS THE END OF RFQ OMB12001 ***** TOTAL:						\$81,200

SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE		TELEPHONE		DATE
Blaise Liu		(304) 904-4700		6/28/2012
TITLE		FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Project Manager		27-192151		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

Request for Quotation

For E-Licensing Application with Disciplinary Management
and Website Design

May 17, 2012

WEST VIRGINIA BOARD OF OSTEOPATHIC MEDICINE

405 Capitol Street, Suite 402
Charleston, WV 25301



Introduction and Executive Summary

It is our desire to purchase an off the shelf licensure product that will allow our staff to streamline operations and enhance online capabilities through the implementation of a fully integrated web application and renewal system that operates exclusively off of a unified database. The system must provide functionality for re-designing the current website, online applications, renewals and securely provide web facing customers documents, calendars, news and articles. It must be run off of a unified database that provides searching, sorting and exporting of records for staff to manage record changes, print licenses and process payment.

It is critical that the system be an entirely web-based solution that is flexible through configuration. The system must have an administrative component that allows the staff to manage all records types, user interface screens, fields, reports, mail merges and email notifications. It also must allow internal staff to add additional record types, licenses, users, groups, fields, drop down values and manage different types of user access to the database system for future flexibility.

It is also critical that this system have the ability, if necessary, to be enhanced or customized for our specific deployment by custom application development. The system must have configuration screens that allow administrators the ability to manage security and setup different security for record types, fields, and ability to provide unique user access experience by job role for the entire database and administrative systems.

The database interface must have the ability to record contact with license holders and retain transactional history of the correspondence. All changes to data must be stored in a transactional record so historical audit reports can be created. The system must have the ability to store original document submissions such as an online application and specific renewal documents submitted from the online website by the licensee.

Fully integrated data for all license classes and types. Access to all record types/license classes, records available for correspondence, reporting and management in one interface/database. It should be simple to pull a list of licensees and their licenses in whatever configuration is needed by the staff.

Our hope is to have a single online database that serves as a central repository for all board functions: Licensing, online services, correspondence, reporting and record keeping. The system has to be configurable so we can change our system to meet our needs as our state code changes. The system must also have a proven track record with other state licensing boards who would be willing to serve as references upon request.

In the end, we need an online central repository to run our entire business and a redesign of our current website. It must give our staff the capability, on their own, to manage the board website and allow the board to perform their job duties and facilitate a robust online services environment. It's configuration must allow staff to make changes swiftly in response to changing legislation and it must have the ability for enhancements/customizations to be performed without technical skill by the provider, as the West Virginia Board of Osteopathic Medicine does not employ an information technician.

Business Overview & Background

The West Virginia Board of Osteopathic Medicine is a Chapter 30, professional licensing board in the State of West Virginia. We currently license just under 1100 osteopathic physicians, 200 osteopathic physician assistants, 77 PLLC's and 60 Corporations. We only have active and expired license types. If the licenses are restricted or on probation that is documented with an alpha character added to the license number to depict the type of action.

Our current database is a "home-grown" Microsoft 2003 Access database which is stored on the "C" drive of the Administrative Assistant's computer. The Executive Director has access to the database but it is limited. Our other office staff is the Legal Counsel who currently has no access to the database. We need a networked application allowing all three office staff equal access.

Besides licensing functions, the Board Office is given the responsibility by legislative mandate to protect the public through investigation of complaints filed against a licensee of the board. This requires the logging in of the complaint while following a legislatively mandated process for timely resolution. Currently, that process is done manually through Excel Spreadsheets which is not efficient nor timely. A complaint management application is needed.

As a state government licensing board, all financials are reported through a state managed system. Integration ability would alleviate duplicate entries.

Detailed Specifications

NECESSARY COMPONENTS:

- 1) Customized design of a robust web online service that will efficiently and automatically allow for management of license applications and renewals for all license classes.
 - a) Provide detailed real-time verification capabilities that include the ability to see public orders on disciplinary action.

- b) The application and renewal portion must be able to support name/address changes, payment processing, uploads of various documents and storage of those submitted documents in the associated database. It must also be able to place incoming data in the chronological sequence dictated by current office procedure.
 - c) The application and renewal system must also have a status capability so that users can check to see the application or renewal status themselves from the web.
 - d) System must support inspection reporting.
2. The database must handle multiple license types and facilitate the following items:
- a) Document repository capability to store application, renewal and historical documents and images.
 - b) A reminder system that supports recurrence and notification to multiple parties.
 - c) Transactional contact history must record multiple contact types including email, phone, in person meetings and letters.
 - d) Portal dashboard with permissions per staff person to see relevant job related snapshots. This must be configurable so staff can configure what is presented to each user level and what content each user has access based on security role.
 - e) Disciplinary case management and reporting. All modules must be configurable. As our needs change, so must the software.
 - f) Compliance management and reporting. System must be able to store documents, video and audio files with each case.
 - g) Work place impairment management and drug testing collection and reporting.
 - h) CME and CEU collection, management and reporting.
 - i) Quick printing capabilities for licenses, reports, letters and envelopes with mail merges.
 - j) Staff user customizable forms and reports that are printed from the database without additional programming.
 - k) All changes to data must be stored in a transactional record so historical audit reports can be created.

- l) Staff user customizable exports. Staff requires the ability to pick fields from the database into a user accessible template for reusable exports.
- m) Staff user customizable searches. Staff requires the ability to be able to perform various data-mining searches and save the searches for later use.
- n) The database software must be able to store and relate employment, licensee and pharmacy data properly for management and reporting purposes.
- o) System must store and report on the history of a record. All billing, demographic and licensing data must be stored by user id that changed the record and the date and time it was changed. Reports must be able to be customizable without additional programming.
- p) The system must have functionality that allows staff to create and manage workflow for automatically or ad-hoc generated tasks. Task management, user assignment and workflow modules must be integrated without additional programming.
- q) The system must handle revenue collections from the online applications, renewals and all other online services and be able to easily process manual payment in one convenient simple to use interface that automatically sends those payments to the West Virginia Treasurer's Office for posting to our revenue account.

3. Administrative Interface

- a) Ability to manage the website once it has been created. Staff requires the ability to be able to make timely edits to the website components. It must support internal staff to be able to create and manage all content on the website including:
 - i. New Articles
 - ii. Documents and other various resources such as forms, board minutes or instructions.
 - iii. Photos, media and video
 - iv. Calendars, schedules and newsletters
 - v. Events management
 - vi. Surveys

- vii. Notification system that is integrated into the database to pull and merge information.
- 4. Entire system must be fully integrated, meaning that it operates off of a single unified database.
- 5. The entire system must be an internet-based solution. Beyond the customization capabilities available in the administrative interface the proposal must also support the ability for the board to enhance the system per their unique future business needs.

Assumptions & Constraints

Successful vendor will be required to conduct, at least, one on-site visit prior to implementation to insure understanding of licensing board processes. All travel expenses incurred during development, training and implementation of the project should be included in that portion of the bid.

Terms and Conditions

The system must be fully implemented within five (5) months of signed contract. First year support/maintenance will begin the day after full implementation has been achieved and the West Virginia Board of Osteopathic Medicine has received full ownership of the system. First year support/maintenance will be added by formal change order upon acceptance of the system by the board with a fixed hard price for support/maintenance in year two (2) and year three (3).

Selection Criteria

Selection of an integrated, web-based, licensing application will be awarded to the low bid meeting ALL detailed specifications, as outlined in the RFQ.

Pricing Matrix

Requirement for the pre-implementation site visit:

Assigned Project Manager or other member of the implementation team should meet with the West Virginia Board of Osteopathic Medicine staff (3) at the Charleston, West Virginia office to review current office functions and processes. This will provide a foundation on which to efficiently and effectively customize the applications prior to implementation and go-live.

Pricing should be submitted as follows:

<u>Quantity</u>	<u>Description</u>	<u>Cost</u>	<u>Extended Cost</u>
3	User license with access for up to 1500 licensees	\$ _____	\$ _____
1	Website re-design	\$ _____	\$ _____
1	Data Conversion	\$ _____	\$ _____
1	Development, Training & Implementation	\$ _____	\$ _____
1	First year support/warranty	\$ _____	\$ _____
1	Second year support...	\$ _____	\$ _____
1	Third year support...	\$ _____	\$ _____

TOTAL BID \$ _____

Please see the next page

Pricing Matrix

Item	Cost	Extended Cost
User license	\$0	0
Website re-design	\$4,400	0
Data Conversion	\$2,000	0
Development	\$55,000	0
Training	\$4,400	0
Implementation	\$2,200	0
First year support/warranty	\$5,600	\$1,000
Second year support	\$2,800	\$500
Third year support	\$2,800	\$500
Total bid		\$81,200

The **hosting cost** is included in the yearly extended cost. The quote is based on 20GB storage. In case we have too many media files stored on the server, our offer is \$1200/year for 60GB and \$2000/year for 120GB. If it is okay to post the media files to some third party service providers, like YouTube. There will be no additional hosting cost incurred. And we will develop the website to seamlessly integrate with those services.

We will submit this later.

—Blaise

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RFQ No. GMB12001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: American Interactive Expert, inc

Authorized Signature: Blaise Li Date: 6/20/2012

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 20th day of June, 2012

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

Blaise

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☒ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Blaine Liu (AIE inc) Signed: Blaine Liu
 Date: 6/20/2012 Title: Project Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

WV-96A
Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: American Interactive Experts, inc

Signed: Blaise Li

Title: Project Manager

Date: 6/20/2012



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

Request for Quotation

RFQ NUMBER
OMB12001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

RFQ COPY
TYPE NAME/ADDRESS HERE
American Interactive Export, inc
5149 Brian Road
Charleston, WV, 25313

SHIP TO
BOARD OF OSTEOPATHIC MEDICINE
405 CAPITOL ST STE 402
CHARLESTON WV
25301 304-552-6095

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/06/2012				

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO ADD THE ATTACHED ADDITIONAL TERMS AND CONDITIONS TO THE BID DOCUMENTS.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
C001	1	LS		205-20-99-000		\$81,200
WEB BASED LICENSING SYSTEM.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Blaise Liu	TELEPHONE	(304) 904-4400	DATE	6/20/2012
TITLE	Project Manager	FEIN	27-1921151	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

OMB12001
ADDENDUM NO. 1

ADDITIONAL TERMS AND CONDITIONS

Various Legislative acts passed in the 2012 session require inclusion of certain provisions in all state contracts. Accordingly, this addendum will add the three provisions listed below to the solicitation and resulting contract entered into between the State of West Virginia and the vendor. In the event that the solicitation is not for construction or architectural/engineering work, sections 2 and 3 below will not apply.

1. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

2. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

- a. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.

iv. Notation that no subcontractors will be used if the bidder will perform the work

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

3. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



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

Solicitation

NUMBER
OMB12001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

V
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RFQ COPY
TYPE NAME/ADDRESS HERE
American Interactive Experts inc
5149 Brian Road
Charleston WV 25313

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T
O

BOARD OF OSTEOPATHIC MEDICINE
405 CAPITOL ST STE 402
CHARLESTON WV
25301 304-552-6095

DATE PRINTED
06/11/2012

BID OPENING DATE: 06/21/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING DATE AND TIME ARE EXTENDED TO 06/21/2012 AT 1:30 PM						
THE AGENCY RESPONSE TO TECHNICAL QUESTIONS WILL BE PROVIDED IN A SUBSEQUENT ADDENDUM.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		205-20-99-000		\$81,200
WEB BASED LICENSING SYSTEM.						

SIGNATURE	Blaise Li	TELEPHONE	(304) 904-4400	DATE	6/20/2012
TITLE	Project Manager	FEIN	27-192131	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

Solicitation

NUMBER	PAGE
OMB12001	1
ADDRESS CORRESPONDENCE TO ATTENTION OF	
FRANK WHITTAKER 304-558-2316	

RFQ COPY
TYPE NAME/ADDRESS HERE
American Interactive Experts inc
3149 Briar Road
Charleston, WV, 25313

SHIP TO
BOARD OF OSTEOPATHIC MEDICINE
405 CAPITOL ST STE 402
CHARLESTON WV
25301 304-552-6095

DATE PRINTED
06/13/2012

BID OPENING DATE: 06/21/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 3 *****						
ADDENDUM TO DISTRIBUTE THE ATTACHED INFORMANTION.						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		205-20-99-000		\$81,200
WEB BASED LICENSING SYSTEM.						
***** THIS IS THE END OF RFQ OMB12001 ***** TOTAL:						\$81,200

SIGNATURE	TELEPHONE	DATE
Blaise Li	(304) 904-4400	6/20/2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Project Manager	75-27-1921151	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: OMB12001
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as OMB12001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation: To Provide the attached Technical questions and answers.

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: OMB12001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

American Interactive Expert. inc
Company

Blaise Li
Authorized Signature

6/20/2012
Date

QUESTION LIST FOR RFQ OMB12001

- 1) Is the Board of Osteopathic Medicine requiring that the content management software be provided and supported by the same vendor as the licensing software? Answer: Yes
- 2) Is the WV Board of Osteopathic Medicine requiring that the website be designed by the licensing software vendor? Answer: Yes
- 3) Would it be beneficial to the board for analysis purposes to include hosting prices? Answer: Please include all hosting costs under the hosting field on the pricing page. The Board Office will not be hosting the software.
- 4) Has funding been secured for the duration of this project? If so, can the State disclose the budget allocated for this effort? Answer: Funds have been allocated through the Board's budget.
- 5) In order to meet the implementation timeline, is the Board open to changing its workflow and processes to adapt to the Vendor's best practices and use of existing protocols? Answer: No
- 6) Who investigates complaints against licensees? How many complaints are received per year? Of those investigators, what is the number of individuals that would be using this system? Answers: The Board Office Staff investigate complaints and report their findings to the Complaint Committee of the Board. Approximately 40 complaints/year are received. The Board Staff consists of three (3) members and they would be the only ones using the system.
- 7) What is a PLLC? Answer: Professional Limited Liability Company.
- 8) What is the lifecycle of a license? How often does it need to be renewed? Answer: A physician's license is renewed every two (2) years, a physician assistant's license is renewed every two (2) years, a corporation license is renewed every two (2) years and a PLLC is renewed annually.
- 9) Is Data Conversion expected to be performed as part of the initial implementation or can it be done after the solution has been deployed? Answer: Data conversion must be performed as part of the initial implementation. All data builds off of the initial data.
- 10) How large is the existing Access database? How many records? Answer: There are several different types of files within the database. We currently license just under 1200 osteopathic physicians, about 200 physician assistants, 50 Corporations and 80 PLLC's.
- 11) How many license types are currently managed by the system? Answer: Four (4) as listed above. Of course, there are different statuses for each license type (active, probationary, suspension, revocation, etc.)
- 12) What is the anticipated timeframe for vendor demonstrations and subsequent award of this project? Answer: We are hoping to have a signed contract by July 1 with implementation completed by January 2013.

- 13) Is there a preference towards a cloud-based solution or is the Board also open to a Client Hosted solution? Answer: It is the Board's intent to host the program on a vendor's servers unless it is in the best interest of the Board to have it hosted with the WV Office of Technology.
- 14) Is the Board open to sharing this solution with other Professional Licensing organizations in the State or will this strictly be a stand-alone system? We would be open to sharing the system as long as our data is stored on a secure platform which would not be accessible to other licensing boards.
- 15) Please clarify the expectation of training from the proposed vendor for this effort. Is it the desire to have the vendor support the State or to provide training directly? The vendor will provide the initial training to the three (3) Board Staff Members and ongoing support will be purchased through the vendor. This is not a state program, but a licensing board of the state of West Virginia.
- 16) The current website is using DotNetNuke as a content management system. Are you happy with the current system? Answer: No Please let us know how you feel about the current website so that we can decide which way to go in our quote. .Answer: The current website is managed by the WV State Treasurer's Office. We have no management control of the site which is something we want to change. The agency is looking for a new system which will be managed by the Osteopathic Medical Board. .
- 17) Since it is hard to estimate what the additional work is, is it okay to just supply an hourly rate with a maximum cost? No, all quotes must be broken down as the pricing page indicates.
- 18) The RFQ says we should complete the development within five (5) months. Do we have a starting date decided? Answer; Yes, July 1, 2012. The RFQ states the system should be "implemented" within five months after signing of contract.
- 19) Where will final website be hosted? Do you rent our server or do you host the web application at your office? Answer: There is a place on the pricing page to include hosting costs with your agency. : It is the Board's intent to host the program on a vendor's servers unless it is in the best interest of the Board to have it hosted with the WV Office of Technology.
- 20) Is it possible that we can take a look at your database with the existing applications for a better, more precise understanding of the total work load needed..can you at least let us know how many databases need to be transformed and how many tables there are in total? Answer: There are four (4) current databases all written in Microsoft Access. As listed in the RFQ, we have files for approximately 1200 physicians, 200 physician assistants, 80 PLLC's and 50 Corporations.

- 21) If you can help us picture what needs to be done with more detailed information, we will be able to come up with a more calculated bid. Answer: The Board will require all professional licensing functions, i.e., applications, renewals, disciplinary and regulatory to be included in the fully integrated system.
- 22) We have difficulty understanding Page 7,1.a. Is it just about user authentication and role-based permission authorization? Answer: This is a standard procedure for professional licensing boards. Because we are a State Licensing Board, we are required to provide public access to certain information about our licensees. Once information is updated within our database on a licensee, it must be made available on our website for public access. However, what information is shared must be defined by the licensing board and the software must be flexible to accommodate that.
- 23) What is current payment processing method? Pay-Pal, Authorize.net? Answer: The current payment process was set up by the West Virginia Treasurer's Office as all of our online licensing payments are sent directly to our account at the Treasurer's Office. The license renewal system will need to interface with the WV Treasurer's Office "E-Pay" system.
- 24) Record of correspondence is usually set up in database tables to record emails, phone, meeting summaries and letters. No integration with Outlook or your SharePoint server will be included in the proposal. And as for the email record, only the main content is recorded, that is, the email attachment is not stored. If you need those "advanced features." please let us know. We can definitely implement them. Answer: Not needed. Only need to be able to track what correspondence was received, by whom, when and for what licensee.
- 25) It appears there will be quite a few online forms for the users to submit and many online reporting also. Can we have a look at samples of all those forms and reports? If you are still working on them, can we at least know how many forms and reports there will be? Answer: They are general letters, applications and reports used in general office processes using Microsoft Access, Excel and Word. The largest form would be the application form which is about 15 pages. Most are 1-3 pages..
- 26) How much customization will be needed for forms and reports? Is it just an ad-hoc report where the web user picks a date range and a department and then generates a report? Is it more complicated by hiding/showing a column in a report dynamically? If the design (layout) of a report remains the same, and data is the only thing changed based on the query, it will cost less time to develop. Answer: Some reports will be constant – required regularly with only the data changing. Customized reports are requested all the time from third party agencies, physicians, and the State of West Virginia. We need the flexibility to design a report based on a query using any user field in the database.

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- 27) Can you tell us more about task management and workflow modules? How do you handle task management now? Can we take a look at the paper forms or related document? Answer: That is the purpose of the site visit – to gain understanding of our processes and how your system can meet those needs. The Board Office is a staff of three (3)
- 28) Can we have the name of a contact person who is in charge of this project and communicate with us? More questions could come out and we need someone who can answer and clarify. Answer: All inquiries must go through the Board's Purchasing Agent, Frank M. Whittaker, WV Division of Purchasing, 219 Washington Street, East, Charleston, WV 25305, (304) 558-2316 or email: Frank.M.Whittaker@wv.gov.