



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

Solicitation

NUMBER

BPE140000

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

DEAN WINGERD
304-558-0468

*404131949 701-839-7523

ALBERTSON CONSULTING INC
21 MAIN ST SOUTH

MINOT ND 58701

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PROFESSIONAL ENGINEERS,
BOARD OF REGISTRATION FOR
STE 910
300 CAPITOL ST
CHARLESTON, WV
25301 348-3554

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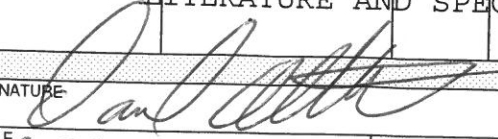
DATE PRINTED

04/07/2014

BID OPENING DATE:

04/24/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
LICENSE MANAGEMENT SOFTWARE SOLUTION						
THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WV STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE FOR THE ONE-TIME PURCHASE OF A LICENSURE MANAGEMENT SOFTWARE SOLUTION, INCLUDING WEBSITE DESIGN, CONTENT MANAGEMENT DATABASE SYSTEM, ADMINISTRATIVE INTERFACE AND CLOUD-BASED DOCUMENTATION PROGRAM, ALL TO STREAMLINE THE BOARD'S OPERATIONS IN THE AREAS OF LICENSING, RENEWALS, DISCIPLINE AND REGULATION, AND ALL PER THE ATTACHED DOCUMENTATION.						
ATTACHMENTS INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS						
2. GENERAL TERMS AND CONDITIONS						
3. BPE140000 SPECIFICATIONS (INCLUDING PRICING PAGE)						
4. CERTIFICATION AND SIGNATURE PAGE						
5. PURCHASING AFFIDAVIT						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM						
THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE						
04/23/14 09:22:54AM West Virginia Purchasing Division						
SIGNATURE 						
TELEPHONE 701-839-7523 DATE 4-14-14						
TITLE CEO FEIN 45-0459847 ADDRESS CHANGES TO BE NOTED ABOVE						

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



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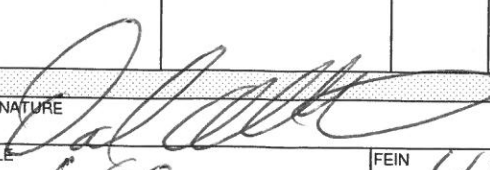
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DATE PRINTED

04/07/2014

BID OPENING DATE: 04/24/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
***** THIS IS THE END OF RFQ BPE140000 ***** TOTAL: _____						
<div>SIGNATURE </div> <div>TITLE C E O</div> <div>FEIN 45-0459847</div> <div>TELEPHONE 701-240-2030</div> <div>DATE 4-14-14</div> <div>ADDRESS CHANGES TO BE NOTED ABOVE</div>						

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

 - ☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: April 16, 2014 at 5:00pm

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Dean.C.Wingerd@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: Dean Wingerd

SOLICITATION NO.: BPE140000

BID OPENING DATE: 4/24/2014

BID OPENING TIME: 1:30 PM

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: April 24, 2014 at 1:30pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

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

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

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

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

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

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



Term Contract

Initial Contract Term: This Contract becomes effective on _____
and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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



Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 120 calendar _____ days.

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

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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

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

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

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

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

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** _____ or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☐
☐
☐
☐
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

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

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
N/A for N/A

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

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

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.



Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

REQUEST FOR QUOTATION
Licensure Management Database System and Software Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Registration for Professional Engineers (hereinafter, "the Board") to establish a contract for the one time purchase of an off-the-shelf licensure/records product and content management system that will streamline Board operations in the areas of licensing, renewals, discipline and regulation, and enhance online capabilities through the implementation of a fully integrated web-based application and renewal system that operates from a single unified database. The Board will not host the system, and it is their intent that the system be hosted by the Vendor. The system must be housed in a centralized location. The Vendor and system are intended to provide secure functionality for a redesign and integration of the Board's current website and new database, online applications, licensure and renewal applications, plus provide documents, calendars, news and articles to meet the Board's requirement to communicate their mission to their constituents. The system must also provide for searching, sorting and exporting records for staff to manage record changes. The system must allow for printing of licenses, wallet cards, certificates, and receipts. The system will provide for processing of payments for applications and renewal of licenses, integrating with the WV State Treasurer's "E-Gov" system for electronic revenue. The system must also include an integrated and secure cloud-based documentation program with an interface that should minimize numbers of steps required to perform any actions of the end user, whether Board Member or Board Staff. The intent of the solicitation is to provide for a contract for required software licensing, the customization and implementation of the software to suit the Board's business (including all necessary training), and the hosting and support of the system once implemented and accepted. All data conversion is to be part of the implementation process. The Board will retain ownership of all data related to the project. This enterprise solution (content management, licensing, web design, etc.) shall be provided by a single Vendor.

The Board currently licenses 7,851 active professional engineers, 349 retired professional engineers, and 3,032 active companies, and certifies 4,422 engineer interns. Other licensee statuses include, but are not limited to, inactive, lapsed, deceased, invalidated, revoked, suspended, and pending applicants. The Board also maintains records of all disciplinary actions that have taken place, with information appropriate for public consumption made available upon its current website. The Board also manages complaints regarding its licensees (it anticipates no more than 100 such complaints each year). Overall, the Board currently manages approximately 15,000 various active licensees and certifications, of which the majority are currently renewed on a yearly basis.

The Board currently has an administrative Staff of five (5). The Board consists of five (5) members appointed by the Governor.

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2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” – means the Item being purchased, an off-the-shelf licensure/records product and Content Management Database System with specified capabilities that includes a fully integrated web-based application and renewal system that operates from a single unified database as well as an integrated and secure cloud-based documentation program.

2.2 “Contract Services” – means the planning, development, customization, configuration, administrative and end-user training, implementation and support required to be performed by the Vendor to provide for the Contract Item which meets the requirements as stated herein.

2.3 “Pricing Page” The Pricing Page is included as the last page of this RFQ.

2.4 “RFQ” means the official request for quotation published by the Purchasing Division and identified as **BPE140000**.

2.5 “Board Member” – means one of the five (5) appointed members of the Board.

2.6 “Board Staff” – means the staff of currently five (5), distinct from Board Members, who are responsible for the Board’s administrative functions.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Contract Item and Services must meet or exceed the mandatory requirements listed below.

3.1.1 Website: Vendor must provide a comprehensive website, utilizing the Board’s existing website layout and content, which allows the Board to manage licensing applications (professional engineers, engineering interns and engineering companies), license renewals, license status changes for all licenses, as well as certifications for engineering companies. It must allow licensees to securely access the website to perform the actions, below, without any cost from the Vendor to the licensee user. And, it must allow for public access (also at no cost) to view records and other documentation. The website must, at a minimum:

3.1.1.1 Provide detailed real-time verification capabilities that include the ability for disciplinary orders to be viewed through the website.

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3.1.1.2 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 the incoming data in a chronological sequence. Any functionality which allows for licensee to change data must include the additional functionality which allows Board Staff to review, revise and approve such changes before their changing in the database or on the website.

3.1.1.3 The applications and renewal system must also have a status capacity so that users can see and print the application or renewal status and supporting documentation themselves from the web.

3.1.1.4 Licensees must have the ability to provide a change of address online.

3.1.2 Content Management Database System: The Content Management Database System must handle all license types required by the Board and meet the following requirements, at a minimum:

3.1.2.1 Must be housed in a centralized location. The Board's preference is for a Windows-based server (or equal) for the application.

3.1.2.2 Must provide for document repository capability to store application, renewal, and historical documents and images. Storage of all documentation, information and materials shall take the place of current paper historical files of licensees and companies. Must provide for storage and relation of licensee employment, education, examination, discipline, and other data for management and reporting purposes.

3.1.2.3 Must have a reminder system that supports recurrence and notification to multiple parties and includes disciplinary compliance monitoring.

3.1.2.4 Transactional contact history must record multiple contact types including email, telephone, in-person meetings and written correspondence.

3.1.2.5 Must have a portal dashboard that can allow for staff access security levels based upon the Board determination of their need to know.

3.1.2.6 Must provide for Disciplinary and Complaints case management and reporting. This system should have the capacity for up to 100 complaints per year.

3.1.2.7 Must provide for compliance management and reporting. System must be able to store documents, video and audio files with each case.

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3.1.2.8 Must provide for Continuing Education data collection, management, and reporting, allowing for continuing education information to be entered at all times throughout the year and printable in a log form format provided by Board Staff. Continuing education information must be kept on file and accessible by the licensee for at least the past 3 years.

3.1.2.9 Must have printing capabilities for licenses, reports, wallet cards, certificates, and correspondence/envelopes with mail merges, all of which should be simple to use, meaning requiring no more than one point-and-click action, if possible, but otherwise minimizing the number of steps required to produce a printed document.

3.1.2.10 All changes to data must be stored in a transactional record so historical audit reports can be generated and that the system records and displays the user making the change (s).

3.1.2.11 Must provide for complete Board Staff **user** content management over reports/exports, modules and front-end user screens, which will allow Board Staff to pick fields from the database to create reports and build templates for reusable reports.

3.1.2.12 Must have ability for Board Staff users to perform data-mining searches and save those searches for later use.

3.1.2.13 Must be able to store and provide licensee data for management and reporting purposes.

3.1.2.14 Must be able to generate custom inspection reports and be able to provide a roster of licensee applicants.

3.1.2.15 Must store and report on the history of a record by way of a User ID and time stamp of when record was updated and saved.

3.1.2.16 Must have functionality that allows Board Staff to create and manage workflow for automatic and ad-hoc generated tasks. Task management, user assignment and workflow modules must be customizable by the Board Staff.

3.1.2.17 Must allow for revenue collections from the online applications (renewals and all other online services), but also be able to allow the Board Staff to process manual payment in one interface that interfaces that payment data with the West Virginia Treasurer's Office "E-Gov" system, for posting to the Board's revenue account in the State of WV's accounting system.

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3.1.3 Administrative Interface

3.1.3.1 The system must provide for an administrative interface that allows the Board Staff the ability to continue to manage the website components. It must support Board Staff being able to manage all content on the website including:

- i. News articles
- ii. Documents, applications and other various forms
- 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

3.1.4 Cloud-Based Documentation Program: The system must include an integrated and secure cloud-based documentation program whose interface should require minimal steps to access the managed content. The cloud-based program may allow for documentation to be locally stored on a machine or device. The program must permit:

3.1.4.1 Board Members and Staff to access documents in the database;

3.1.4.2 Real-time documentation mark-up and annotation;

3.1.4.3 Configuration so notes can be saved by author and/or shared with Board Members and/or Staff;

3.1.4.4 The Board Members and/or Staff to configure the format of the notes; it must allow options for Board Members and Staff to use multiple notation formats (e.g., highlighting, underlining, strike-through) that are available in standard word processing or spreadsheet software.

3.1.4.5 As the entire system must be integrated, meaning that it operates from a single unified database, this Contract Item must operate from the same database as all other components.

3.1.4.6 Must be an internet-based solution with the capability to be changed after implementation to support the Board's needs.

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4. PERFORMANCE:

4.1 Installation and Implementation: The system must be fully implemented and achieve Acceptance within 120 calendar days of fully executed contract. The successful Vendor must:

- 4.1.1** Meet with the Board as is necessary to plan data conversion, system customization and implementation. At least two on-site visits are required, but the vendor shall include the costs of these required visits **and** any additional visits they expect to need to conduct in their bid.
- 4.1.2** Provide a complete schedule (compliant with 4.1) for installation and implementation within ten (10) calendar days of award of the contract. The schedule should indicate all phases of installation and implementation, note any meetings for which Board attendance is required, and explain how installation and implementation will affect the availability of current website services to licensees. Installation and implementation should minimize the amount of time during which licensees cannot access the Board's business services.
- 4.1.3** All data conversion is to be part of the implementation process.
- 4.1.4** Provide and execute a plan, in coordination with the Board Staff, for notifying licensees and others of the new website and system.
- 4.1.5** Provide at least one electronic copy of an instruction manual for Board Staff (which allows the Board Staff the ability to reproduce as needed to circulate to staff during the life of contract).
- 4.1.6** Provide training for use of the system to all Board Staff (currently numbering 5), including intensive software training for Board's IT staff. Training may be on-site or by electronic communication, and shall not require Board staff to travel outside of their normal travel range to attend meetings. Training must cover both the system software and the customized processes of the Board as they exist in the system. Vendor will be expected to provide training to any additional license users during the life of the Contract (at the cost of the Unit Price for the additional license, see Section 5.2.6, below).
- 4.1.7** Provide a list of five (5) successful projects similar in size and scope to this RFQ, listing references for each project. The five projects must have been completed in the last 3 years.

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4.2 Acceptance: Acceptance shall be defined as successful demonstration and testing of all system requirements including training, with the ability for all users to utilize the system. The agency will issue a written letter to the vendor as formal acceptance of the system. Upon issuance of the letter, vendor shall be required to agree to implementation of the first year's maintenance and support, by providing a signed/dated letter agreeing to the start date of the first year's Maintenance and Support to the Board.

4.3 Maintenance and Support: The first year's support/ maintenance will be added by formal change order, as mutually agreed to by both vendor and Board (and as approved by the State Purchasing Division and the WV Attorney General's Office, as to form only), upon Acceptance of the system by the Board. The second and third year's support/maintenance will also be added by subsequent formal change order, upon contract renewal at the end of the prior year's contract period for support/maintenance. The successful Vendor must provide maintenance and support meeting the following requirements:

4.3.1 User Help Desk

4.3.1.1 Vendor must provide 24 hour-per-day, 7 days-per-week access to online or telephonic technical support to both the Board staff and the end user licensee.

4.3.1.2 Support must also include support to Board's administrative user and IT staff for configuration of the website, the database, the administrative interface and the cloud-based program.

4.3.1.3 Vendor must be able to provide remote desktop support for both licensees and Board staff.

4.3.2 Software Patches and New Releases

4.3.2.1 During the life of the contract, Vendor shall make available to the Board all new software versions and patches of defects. Though the expectation is that software updates and patches will be installed remotely, none shall be undertaken without the prior notification, in writing, to the Board and without the Board's prior approval.

4.3.3 Customization of the System

4.3.3.1 All customization of software required to meet the requirements of the Request for Quotation and the Board, and to achieve Acceptance, shall be included in the Base Bid.

4.3.3.2 Each year of subsequent support shall include (up to) at least five (5) hours of development hours from the Vendor to be used by the Board for

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making new customizations to the system (including, but not limited to, adding a new type of license, etc.), at no charge additional to the base cost of annual support.

- 4.3.3.3 Should a (post-Acceptance) customization require hours from the Vendor in addition to the five provided each year, the Vendor shall be required to create a scope of work and a signed, dated quote for the actual cost of the work (with hours billed per the Unit Price - Item#7 on the Pricing Page - provided below, and noting that the contractually provided five hours are first used), to be processed as a Change Order request for increasing the Contract amount. Note: only upon approval by the State Purchasing Division and the WV Attorney General's Office (as to form only) shall any work be undertaken on such a customization request. This scope of work should also include a timeline for deliverables, and notification of any potential downtime (including estimated dates and times of occurrence and duration) required for its implementation.
- 4.3.3.4 All (post-Acceptance) customization requiring hours from the Vendor shall include all installation, testing and post-installation defect correction
- 4.3.3.5 No (post-Acceptance) customization will result in a change of the cost of basic support, maintenance or hosting as provided in the original Contract or any subsequent years.

4.3.4 Hosting Services

- 4.3.4.1 The Vendor shall install and maintain the system on their own server.
- 4.3.4.2 The Vendor should provide continuous access to the system. However, it is understood that the system may require expected outages for maintenance. Vendor shall perform all planned system outages during off-peak hours (between 12:00pm and 6am EST), and shall notify Board in writing (email suffices) prior to any such outage, providing the estimated date and time of the outage and a brief explanation of the cause of the outage.
- 4.3.4.3 In the event of an unplanned outage, the Vendor shall notify the Board (in writing, email suffices) within one hour after the outage, and shall provide the time of the beginning of the outage and the estimated time for when the outage will end.
- 4.3.4.4 The Vendor shall have and provide as part of this Contract a disaster recovery plan for insuring remote backup of the Board's data. Vendor

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shall work with the Board staff to develop a secondary backup system on the agency's existing equipment.

4.3.5 General Information

4.3.5.1 It is understood that the Board will likely be required to sign Vendor's terms and conditions for support (and/or licensing, hosting, etc.) in order to fully execute a Contract as a result of this solicitation. Included in the RFQ documentation is the WV-96A, Agreement Addendum for Software, that is traditionally required for State of WV IT purchases. Bidders should take this form into consideration when bidding this project, with the understanding that the State of WV, as a sovereign entity, may require the successful Vendor to negotiate its standard terms and conditions in order to comply with WV State law. **It is strongly preferred that all bidders include with their bid a sample of the terms and conditions they expect the Board to sign as part of the contract.**

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items and Services. The Contract shall be awarded to the Vendor that provides the Contract Items and Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages. Initial award of the Contract shall be made for the costs of only Item#1 and Item#2, with all other items added, as required and prescribed herein, by formal Change Order.

5.2 Pricing Page: Vendor should complete the Pricing Page provided for as the last page of this RFQ. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should enter the information into the Pricing Page to prevent errors in the evaluation.

All data conversion, customization of system to meet the requirements of the Board, and training to achieve Acceptance shall be included in the Vendor's Base Bid. Under no circumstances will any additional costs be allowed to achieve Acceptance.

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5.2.1 Item#1 Licensure

5.2.1.1 Item - It is anticipated that the Board will have ten (10) administrative positions (staff or members) at the time of Implementation and Installation and Acceptance, all of which will require a **concurrent license** to have perpetual access to the system. The system will support up to 15,000 licensee users. Licenses are perpetual, one-time costs.

5.2.1.2 Vendor Description – Bidders should provide a brief, summary description of the product they are bidding. Bidders should state here whether they are bidding one “lump sum” license, 10 individual licenses, or whatever configuration they are using to meet the requirement for Board staff, member access and licensee user access.

5.2.1.3 The Unit of Measure has been assigned as LS, for lump sum.

5.2.1.4 The quantity (QTY) is established as One (1).

5.2.1.5 Cost – Bidders are required to provide one Cost for their entire package of licenses required for the ten (10) administrative positions, whether those are a single group license or broken into units of the vendor’s choosing. It is understood that any future addition of **single** concurrent, perpetual licenses to compensate for the Board’s increasing their staff size shall be done, by formal Change Order, at the Unit Price listed below. **The Unit Price below and the Cost here are not required to match.**

5.2.2 Item#2 Implementation and Installation

5.2.2.1 Item – To include all professional services required from award of Contact to Acceptance to meet the requirements of the Contract and the Board.

5.2.2.2 Vendor Description – should only be used if the Vendor needs to clarify some aspect of their professional services.

5.2.3 Item#3 First Year Support/Warranty

5.2.3.1 Per Section 4.3, provide cost to the Board, to be added by mutual Change Order upon Acceptance, for the First Year of support, maintenance, and hosting. The pricing provided for the subsequent

REQUEST FOR QUOTATION
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first, second and third year's support shall be fixed during the life of the contract. No price escalation terms for support will be accepted.

5.2.3.2 Bidders are to provide a single cost for the support option which meets the requirements herein, and not a series of options from which the Board might choose.

5.2.4 Item#4 Second Year Support/Warranty

5.2.4.1 Bids to meet the requirements of Section 5.2.3, but to be for the Second year of support, maintenance and hosting. It is not required that the First and Second (nor Third) Years match in price.

5.2.5 Item#5 Third Year Support/Warranty

5.2.5.1 Bids to meet the requirements of Section 5.2.3, but to be for the Third year of support, maintenance and hosting. It is not required that the First and Second (nor Third) Years match in price.

5.2.6 Item #6 Unit Price for Additional License(s)

5.2.6.1 Provide unit price, to be added to the Contract only by formal, approved Change Order, for a single, concurrent user license should the Board increase its total of administrative positions (from the 10 current at the time of award covered by Item#1) during the life of the contract, and subsequently require the Vendor to provide an additional license. Price should be all inclusive to add, configure, and train the additional user (minimally remotely, though at the Board's site is acceptable).

5.2.6.2 The quantity provided is an estimate only, for bid evaluation purposes. There is no guarantee that any additional licenses will be needed during the life of the Contract.

5.2.7 Item #7 Unit Price for Professional Services

5.2.7.1 Provide unit price, per hour, for any additional support hours that may be required (but only added by formal, approved Change Order), above and beyond those provided by Section 4.3.3.2, for customization of software after Acceptance, and during First, Second or Third year's support. The hourly rate will be firm for the life of the Contract.

5.2.7.2 The quantity provided is an estimate only, for bid evaluation purposes. There is no guarantee that any additional professional services support hours will be needed during the life of the Contract.

REQUEST FOR QUOTATION
Licensure Management Database System and Software Services

6. **PAYMENT:** Agency shall pay the lump sum costs, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - a. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - b. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - c. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - d. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - e. Vendor shall inform all of vendor's staff of Agency's security protocol and procedures.
9. **VENDOR DEFAULT:**
 - a. The following shall be considered a vendor default under this Contract.
 - i. Failure to perform Contract Services in accordance with the requirements contained herein.
 - ii. Failure to comply with other specifications and requirements contained herein.
 - iii. Failure to comply with any laws, rules, and ordinances applicable to the Contract Items or Services provided under this Contract.

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Licensure Management Database System and Software Services

- iv. Failure to remedy deficient performance upon request.
- b. The following remedies shall be available to Agency upon default.
 - i. Cancellation of the Contract.
 - ii. Cancellation of one or more release orders issued under this Contract.
 - iii. Any other remedies available in law or equity.

10. MISCELLANEOUS:

- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dan Albertson

Telephone Number: 701-839-7523 Ext 101

Fax Number: 520-300-7033

Email Address: Daniel@albertsonconsulting.com

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Albertson Consulting Inc
(Company)


(Authorized Signature)

Daniel Albertson CEO
(Representative Name, Title)

701-839-7523
(Phone Number) (Fax Number)

4-14-14
(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Albertson Consulting Inc

Authorized Signature: [Signature] Date: 4-14-14

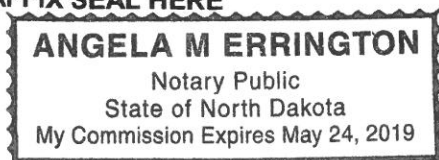
State of North Dakota

County of Ward, to-wit:

Taken, subscribed, and sworn to before me this 14 day of April, 2014.

My Commission expires May 24, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

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. N/A 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**,

N/A 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**,

N/A 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. N/A 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. N/A 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. N/A 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. N/A 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. N/A 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.

7. N/A Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Alburtson Consulting Inc

Signed: [Signature]

Date: 4/22/2014

Title: CEO

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 in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. 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: Albertson Consulting

Signed: [Signature]

Title: CEO

Date: 7/22/2014



Big Picture™ Software Support contract

for

**West Virginia Board of Registration for
Professional Engineers (WVBORPE)**

RFQ# BPE140000

Terms

Albertson Consulting, Inc. agrees to license one copy of the Big Picture™ Licensee Management and renewal software for use by WVBORPE. Albertson Consulting retains the rights to the software as outline in the “Official Client Agreement” attached below. Client may not resell or give the software to any other entity. Client retains ownership of all data, site content, artwork, and design related to the project.

Expected project billing is as follows:

All support beyond monthly contract will be billed monthly per pre-approved estimates.

Additional development services will be provided for items beyond the scope of the project. These services will be billed hourly to the customer at \$100.00 / hour.

Future Large Scale Projects

Projects considered out-of-scope, those projects not specifically detailed anywhere in this proposal, or projects much larger than Client feels comfortable doing on an hourly basis and outside of normal application support will require a formal proposal from ACI detailing requirements and resources. An example of this would be if Client decides to change accounting software.

Annual Software Licensing price of \$9,000 will be due (,2014). These fees cover the Hosting fees, maintenance fees, licensing fees for the software and up to 5 hours of enhancements, support, maintenance or customizations for the entire system. The Annual Software Annual Software Licensing price will remain the same through (,2017) after that base prices may change.

This contract does not expire. Terms are laid out through (,2017). At which time a renegotiation / reevaluation is to take place to ensure that both parties are satisfied and terms are satisfactory for both parties.

Existing web application, hosting fees, and internal email addresses are included in the aforementioned monthly fees.

Client Initials _____

Albertson Consulting Initials _____

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Official Client Agreement

This Agreement sets forth the terms and conditions, which apply to the use by Client of Albertson Consulting for product or service offered by Albertson Consulting, Inc. The right to use Albertson Consulting and any other product or service offered by Albertson Consulting, Inc. is personal to Client and is not transferable to any other person or entity.

1. DEFINITIONS

- (A) "Albertson Consulting Inc." (herein referred to as "Albertson Consulting ") is a Software engineering and hosting company offering business process automation and World Wide Web page design and hosting service operated by Albertson Consulting, Inc. consisting of content provided by customers/clients of Albertson Consulting, Inc., affiliates of Albertson Consulting, Inc., and third parties.
- (B) "Client" is the individual or organization entering into contract with Albertson Consulting, Inc.
- (C) "Content" means all text, pictures, logos, graphics, sound, video and any other data supplied by Client.
- (D) "Software Applications" includes any proprietary programs, scripts, and functions created by Albertson Consulting for use on Client's web site, which include source code in any form that is not publicly viewable.
- (E) "Code" means any programming source code written or developed by Albertson Consulting required to, when properly loaded onto a World Wide Web Server, cause "Content" to be displayed on the World Wide Web or to facilitate the display of "Content" using a World Wide Web Server.
- (F) "Hosting" means the display of "Content" on the World Wide Web using Web Servers operated by Albertson Consulting, Inc.
- (G)c "Support Contract" is a purchased product that provides phone support, bug fixes, programming and research time. Terms and coverage depend on support contract level purchased.

2. CLIENT CONDUCT

- (A) Albertson Consulting shall be used for lawful purposes only. No material shall be posted on or transmitted through the pages/services which violate or infringe in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law. No conduct shall be undertaken that, in Albertson Consulting judgment restricts or inhibits any other user from using or enjoying the pages. Albertson Consulting shall not be used to solicit other Online Service users to become users of

competitive online information services. Advertising or commercial solicitation may be posted on or transmitted through the pages subject to Albertson Consulting express prior approval and solely in accordance with the terms and conditions imposed by Albertson Consulting with respect thereto.

- (B) The Albertson Consulting software and its customer's sites (hosted by Albertson Consulting) contain copyrighted material, trademarks and other proprietary information including, but not limited to, text, software, photos, video, graphics, music and sound, that are copyrighted under the United States copyright laws. Albertson Consulting owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Each third party content provider owns the copyright in content original to it.
- (C) No material protected by copyright, trademark or other proprietary right shall be uploaded, posted or otherwise made available on Albertson Consulting 's server without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with Client.
- (D) Each Client shall provide Albertson Consulting with accurate, complete and updated information as to his or her name, address, phone number, and other contact information provided by the Client during use of Albertson Consulting as a design/hosting company. Failure to do so shall constitute a breach of this Agreement.
- (E) No Client may (i) select or use a name or e-mail address of another person with the intent to impersonate that person; (ii) use a name or e-mail address subject to the rights of any person other than Client without authorization; (iii) use a name in violation of the intellectual property rights of any person; or (iv) use a name that Albertson Consulting, in its sole discretion, deems offensive.
- (F) The foregoing provisions of this Section are for the benefit of Albertson Consulting, its affiliates, third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly on its own behalf.

3. THIRD PARTY CONTENT

Albertson Consulting is a distributor of content supplied by third parties and users of Albertson Consulting Sites. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or Clients, are those of the respective author(s) or distributor(s) and not of Albertson Consulting. Neither Albertson Consulting nor any third party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 7 below for the complete provisions governing limitation of liabilities and disclaimers of warranty.) In many instances, the content available through the Online Services represents the opinions and judgments of the respective information provider, or Client of Albertson Consulting, and not the employees or agents of Albertson Consulting.

4. CONFIDENTIALITY

Each party agrees not to disclose any confidential information received from the other in any form to any employees who do not have a specific need to use such information or to any outside

party (including contractors) without the other party's prior written consent. All employees or contractors who receive such confidential information must be bound by written agreement not to disclose such information to any other party. Each party acknowledges that the unauthorized disclosure or use of confidential information of the other party would cause irreparable harm and significant injury to the other party that may be difficult to compensate. Accordingly, each party agrees that the other party will have the right to seek and obtain temporary and permanent injunctive relief in addition to any other rights and remedies it may have. The obligations of confidentiality shall not apply to information which 1) is in public domain at the time of disclosure, 2) has been released by the other party without restrictions, 3) has been lawfully obtained by the disclosing party from a third party under no obligation of confidentiality, or 4) is independently developed by employees of the disclosing party without access to the confidential information.

5. LIMITED LICENSE

Albertson Consulting retains ownership of Code and grants Client a non-exclusive and non-transferable right to use Code for the express use of displaying Content on the World Wide Web.

5.1 Albertson Consulting retains the following rights as it pertains to software ownership:

- 5.1.1 Albertson Consulting Inc. retains the right to resell any licensed or custom built piece of software to any other paying customer in any format without restriction.
- 5.1.2 Albertson Consulting Inc. retains the exclusive right to modify the software. Software distributed / deployed to client server will be given in executable format only. All software maintenance and further customizations will be pre-formed by Albertson Consulting.
- 5.1.3 Albertson Consulting Inc. retains the exclusive right to host the software. The software and corresponding database cannot be hosted by any other provider.
- 5.1.4 Albertson Consulting Inc. retains the intellectual knowledge gained from client in execution of contract / project. This intellectual knowledge is only distributable in software format. It cannot be resold in any other media or knowledge transfer mechanism.
- 5.1.5 Albertson Consulting Inc. retains an exclusive right to sell the software to any other party. Client cannot resell, give or grant in whole or in part to any other party any Big Picture software products developed by Big Picture or Albertson Consulting.
- 5.1.6 Albertson Consulting Inc. retains all other rights associated with Big Picture software that are not specifically granted in the following section.

5.2 Granted Rights

5.2.1 Unlimited use

- 5.2.1.1 All administrative interfaces are not limited in number of users, usage or any other fashion as it pertain usability.
- 5.2.1.2 All externally accessible interfaces are not limited in number of users, usage or any other fashion as it pertain usability.

5.2.1.3 Custom built interfaces to other data sources are not limited in number of users, usage or any other fashion as it pertain usability.

6. DISCLAIMER OF WARRANTEE; LIMITATION OF LIABILITY

- (A) EACH CLIENT EXPRESSLY AGREES THAT USE OF ALBERTSON CONSULTING 'S SERVICES ARE AT HIS OR HER SOLE RISK. NEITHER ALBERTSON CONSULTING, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT ALBERTSON CONSULTING WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH ALBERTSON CONSULTING .
- (B) ALBERTSON CONSULTING 'S WEB PAGES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.
- (C) THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. EACH CLIENT SPECIFICALLY ACKNOWLEDGES THAT ALBERTSON CONSULTING IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER THIRD PARTIES, OR CLIENTS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH EACH CLIENT.
- (D) IN NO EVENT WILL ALBERTSON CONSULTING OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ALBERTSON CONSULTING CONTENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ALBERTSON CONSULTING OR OUT OF THE BREACH OF ANY WARRANTY. EACH CLIENT HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON ALBERTSON CONSULTING 'S SERVER.
- (E) ALBERTSON CONSULTING DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH ALBERTSON CONSULTING 'S WEB PAGES AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN CLIENT, AND THIRD

PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, EACH CLIENT SHOULD USE HIS OR HER BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

- (F) EACH CLIENT SPECIFICALLY ACKNOWLEDGES THAT IN NO EVENT WILL ALBERTSON CONSULTING , ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF (i) THE USE BY SUCH CLIENT OF ANY BROWSER OWNED OR OPERATED BY ANY PARTY AND/OR (ii) THE DOWNLOADING OF ANY SOFTWARE OWNED OR OPERATED BY ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO ALBERTSON CONSULTING PAGE CREATIONS, INC. (OR ANY SUCCESSOR PRODUCT) IN CONNECTION WITH THE SERVICE.

7. MONITORING

Albertson Consulting shall have the right, but not the obligation, to monitor the content of Albertson Consulting server to determine compliance with this Agreement and any other operating rules established by Albertson Consulting. Albertson Consulting shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Albertson Consulting server. Without limiting the foregoing, Albertson Consulting shall have the right to remove any material that Albertson Consulting , using reasonable judgment, finds to be in violation of the provisions hereof, otherwise objectionable or stale. Notwithstanding this right of Albertson Consulting, Clients shall remain solely responsible for the content of their pages. Each Client acknowledges and agrees that neither Albertson Consulting nor any third party content provider shall assume or have any liability for any action or inaction by Albertson Consulting or any third party content provider with respect to any conduct, communication or posting on Albertson Consulting server.

8. TERMINATION

- (A) Either Albertson Consulting or Client may terminate this Agreement upon terms being satisfied. Client's only right with respect to any dissatisfaction with (i) any terms and conditions of this Agreement, or any policy or practice of Albertson Consulting in operating Albertson Consulting , (ii) content available through Albertson Consulting or any change therein, or (iii) amount or type of fees or billing methods, or any change thereof, is to provide written notice to Albertson Consulting , 21 South Main Street, Minot, North Dakota 58701, or e-mail sent to admin@BigPicture.com. Client's notice will be effective upon receipt by Albertson Consulting. Without limiting the foregoing, Albertson Consulting shall have the right to immediately terminate this Agreement with respect to any Client in the event of any conduct by Client which Albertson Consulting, using reasonable judgment, considers to be unacceptable, or in the event of any breach by Client of this Agreement. The provisions of Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, and shall survive termination of this Agreement.
- (B) Either party may terminate this agreement upon a breach of the other party. All content and data will be returned to client in its original form. Fees already remitted to Albertson Consulting are non-transferable and non-refundable. Fees may also be charged by Albertson to format the data to a client's satisfaction or distribution of data for use by another vendor.

- (C) At termination of this agreement data, graphics, artwork and content will be transferred to Client for use expressed in Section 5 of this agreement.

9. FORCE MAJEURE

- (A) Definition: "Force Majeure" shall mean any event or condition not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.
- (B) Notice: Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder. The suspension of obligation to fulfill the agreement shall be enforced only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. The other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

10. TRADEMARKS

Albertson Consulting Inc. and their logos are registered trademarks or service marks of Albertson Consulting, Inc. All rights reserved. All other trademarks appearing on Albertson Consulting Server are the property of their respective owners, including, in some instances, Albertson Consulting, Inc.

11. EXTERNAL LINKS

Albertson Consulting server contains links to other web sites, resources and advertisers. Albertson Consulting is not responsible for the availability of these external sites nor does it endorse or is it responsible for any of the contents, advertising, products or other materials on such external sites. Under no circumstances shall Albertson Consulting be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused in connection with the use of or reliance on any content, goods or services available on such external site. Any concerns regarding any external link should be directed to its respective site administrator or Webmaster.

12. EQUIPMENT

Each Client shall be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for Client's access to and use of Albertson Consulting server, and Client shall be responsible for all charges related thereto.

13. PRIVACY

Personal data provided by each Client to Albertson Consulting will be used only in connection with Albertson Consulting and will not be given to others. While Albertson Consulting will seek to require third party content providers and other parties to adhere to Albertson Consulting privacy policies, Albertson Consulting does not bear any responsibility for any actions or policies of such third parties.

14. PAYMENT

Albertson Consulting invoices all fees monthly for work completed on Client's web site and any other work that has been finished prior to the invoice date. Failure to remit payment within 30 days without consent or justification may result in a "shut-down" of the application until payment has been received. All pricing and other terms will be address in a separate addendum.

15. MISCELLANEOUS

(A) This Agreement and any operating rules for Albertson Consulting established by Albertson Consulting constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of North Dakota, without regard to its conflict of laws outside of North Dakota. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Content contained on Client's web site that is publicly available will remain property of said Client. All other publishing material including layout materials used in the design of Client's web site will remain the intellectual property of Albertson Consulting, Inc. Software applications developed for use on Client's web site remain the intellectual property of Albertson Consulting, Inc.

(B) Severability: If any provision of the Agreement is held to be invalid, illegal, or unenforceable, such provision shall be considered severable from this Agreement and the remaining provisions shall continue in full force and effect. The parties will replace a severed provision by a provision that is closest to the intent of the parties.

Representative of: _____

Printed Name: _____

Signature: _____ Date: _____

Representative of: Albertson Consulting _____

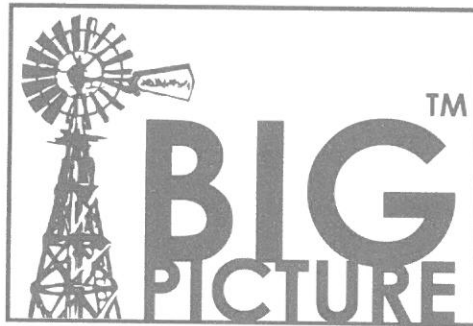
Printed Name: Daniel Albertson _____

Signature: _____ Date: _____

RFQ Response for Online Licensure Database Management Software

By

Big Picture Software (a product of Albertson Consulting Inc.)



Prepared for:

**West Virginia Board of Registration for Professional
Engineers**

In response to

RFQ#BPE140000

April 24th, 2014



CONFIDENTIAL

April 24th, 2014

Lesley L. Rosier-Tabor, Executive Director
West Virginia Board of Registration for Professional Engineers
300 Capitol Street - Suite 910
Charleston, WV 25301
(304) 558-6232

Dear Ms. Rosier-Tabor,

Thank you for the opportunity to present an Albertson Consulting Big Picture™ Licensure Management Database Proposal for your needs. The Big Picture™ License Management Database System is a complete web-based regulatory licensing, digital information and content management solution that will allow licensees, users and administrators to collaborate in one unified database/system.

Our unified online system facilitates a robust website, a powerful and flexible database interface and an administrative interface, so you are able to manage your day-to-day operations easily and efficiently. Our unified system leads to much lower support and operating costs long-term.

Our customers are not just numbers. They are partners with us in our business. It is critical to the success of our business that we execute every implementation and support contract successfully. We are excited about the opportunity to propose this solution and win your business long-term.

My signature on the bottom of this document confirms and is my word that we have read and fully understand the requirements within the RFQ. We will execute the project within the quoted price.

The cost proposal is valid for 90 days from the date of submission.

Regards,



Troy Rauschenberger, Director of Government Markets
Big Picture Software
21 Main Street South, Suite 201
Minot, North Dakota 58701
troy@ebigpicture.com

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Introduction

Albertson Consulting (Big Picture™ Software) is honored by the invitation to respond to this Request for Quote (RFQ) for the West Virginia Board of Registration for Professional Engineers. We realize and understand the necessity of the sensitive timeline set-forth in this RFQ and fully comprehend the scope of this RFQ.

We believe that the West Virginia Board of Registration for Professional Engineers will require licensure database management system that not only meets the board's current requirements but also has the configurability and flexibility to meet the board's future requirements. This will require a vendor who is mission-aligned, accountable and reliable and who demonstrates the competency to fully execute the requirements contained within the RFQ.

When it comes to **configurability, we are the champions**. Other software vendors may claim that they have the ability to easily configure, add or modify record types or record fields. With other vendors, any of these modification requests will, in most cases, require that you call their support line and incur some support costs. With Big Picture™ Software, we enable the customer to easily add record types, modify fields and create custom templates and forms. Our intuitive user interface gives complete control to our customers which not only provides cost savings and reduces support calls, but also saves time by allowing the customer to make modifications at any time.

Not only is deploying and supporting the software easier when you host your site with us; there is also a substantial cost savings for your agency. No additional equipment or technical resources are necessary. When Big Picture™ Software hosts your application, we provide easy access for your staff and board members. Our web-based application is always accessible via the Internet. Over 95% of our customers host their sites with us, and we provide the experience, knowledge, security and added peace-of-mind that comes with a professional hosting service like ours.

Albertson Consulting (Big Picture™ Software) is pleased to present this proposal which will outline our past experience, expertise and in-depth understanding of the needs and requirements of boards like yours.

What We Offer

We are more than just a software licensing company. We pride ourselves on building long-term partner relationships with our customers – just ask any of them. We believe that every one of our customers is an asset to our continued growth and the ever evolving strength of our product. Software licensing for regulatory boards, such as your board, requires a licensure management database and software solution that has the maturity, sustainability and configurability to change as the boards' requirements change.

In our proposal, we offer the board a technology partner who will proactively respond to change, deliver on-time within budget and provide a level of continued customer service that we hope will surpass the board's expectations.

Corporate Experience

Albertson Consulting, the parent company of the COTS Big Picture™ Software, was established in 2000. Since its inception, Albertson Consulting has engaged in the business of software development, support and hosting. In 2003, we deployed our first Big Picture™ Software solution, and we have been licensing and supporting it for clients across the nation ever since. Customers consistently appreciate our ability to understand some of the many challenges they face with licensing requirements/regulations and legislative changes. Our licensure database management software provides a targeted approach and solution to all of these challenges. We produce excellent deliverables on-time and within budget.

In addition to mission alignment, Albertson Consulting brings a working knowledge of the business requirements and processes unique to the board's licensing needs. Our licensure database management software has been deployed to state regulatory boards, agencies and departments for over ten years. We have successfully worked with some of the largest associations of retired educators in the U.S. along with doing very specialized work for the National Air Transportation Association (NATA). Our customers, regardless of industry, utilize the same core database and components demonstrating the configurability of our software.

Albertson Consulting possesses over sixty years of cumulative experience in software database architecture, design and development. We specialize in delivering a world-class license management solution that improves business processes, increases efficiency and enhances overall board management.

Our goal is to provide a licensure database software solution that the board will continue to use for the next ten years and beyond like our other customers. Albertson Consulting will provide a world class licensure management database solution at an affordable price that will exceed the board's requirements. If the board selects Albertson Consulting, you will capitalize on our experience, expertise and ability to successfully execute on our deliverables.

What Makes Us Different

We realize that a handful of other software licensing providers have expressed interest and will likely submit competing proposals to provide a licensure management system. However, we believe that our proven deployment method offers the most configurable, scalable and timely installation to fulfill the West Virginia Board of Registration for Professional Engineers licensing needs.

We believe our proposal is unique for several reasons:

- ACI provides over ten years of proven expertise in software licensing and database solutions
- Configurability
- Proven methodology of deployment with similar boards in West Virginia
- A deployment team that understands and possesses extensive experience in similar implementations
- Track record of on-time within budget deployments
- Outstanding customer care team
- An unequaled understanding that one software size does not fit all
- Innovative team of developers along with a quality management team that continues to exceed client expectations
- True 100% **web-based** licensure database management software solution that from conception was designed with the cloud in mind
- Working knowledge of WV State Treasury payment interface

Albertson Consulting is confident that while other respondents may be offering some of the same licensing components, we are proposing a licensing solution that will meet the West Virginia Board of Registration for Professional Engineers current and future needs without additional costs. We are able to do this because of the architectural foundation of our software that allows our customers to easily make changes without having to continually pay for support or enhancement services.

In Closing

The West Virginia Board of Registration for Professional Engineers needs a technology partner that not only can meet their required timeline for implementation, but who can also offer a product that instills complete confidence in the board and its staff. We strongly believe that the implementation methodology and robust software solution outlined in this proposal accomplishes both.

This proposal establishes our understanding of the technical requirements of the West Virginia Board of Registration for Professional Engineers and how Albertson Consulting (Big Picture™ Software) aligns itself to meet the needs of the board outlined in this RFQ.

It is our sincere desire to have the opportunity to work with the West Virginia Board of Registration for Professional Engineers, and we hope that the board can see the many benefits of choosing the Albertson Consulting Big Picture™ Licensing Management Software solution.

If you have any questions regarding the cost proposal, please contact Troy Rauschenberger, Director of Government Markets, at troy@ebigpicture.com or you can call 701-839-7523 Ext. 114. Thanks again for allowing Albertson Consulting the opportunity to present our cost proposal. We look forward to speaking with you.

Understanding of Scope

After reviewing the requirements for the RFQ, it is our understanding that the West Virginia Board of Registration for Professional Engineers is looking for off-the-shelf web-based centralized licensure management/database software. The Licensure Management Database & Software Service will provide a unified database for all records, products and content management. The new licensure management software will also have the ability to process online applications and renewals, discipline and regulatory components and online services for license verification and change requests. The board also will require the vendor to host the application for the Licensure Database Management Software.

Board will require a web-site redesign that will integrate online applications, renewals, disciplinary/regulatory components, documents, calendars, news and articles to communicate with constituents. The system will provide functionality to allow end-users/staff the ability to search license verification, along with staff functionality to search, sort, and export any data field within the database. The system will include functionality to print licenses and wallet cards along with certificates, receipts as well as the ability to process payments through the WV State Treasurer's Office "E-Gov" system.

The system will also provide a secure cloud-based documentation program interface which will reduce the steps required to perform any actions of the end-user, either the licensee or board staff member. The contract with the vendor will provide software licensing, customization & implementation of the software to meet the board's requirements within this RFQ. The contract with the vendor will also provide a hosted solution and support, training of staff including a redesign of the current website for functionality with the new system. Board will retain ownership of all the boards' data and license a copy of Big Pictures licensing software. The Big Picture licensure management /database software is supported 100% internally by our staff.

The contract price will also include the data conversion of current records. Currently the existing database consists of 7,851 active professional engineers, 349 retired professional engineers, and 3,032 active companies, and certifies 4,422 engineer interns. The current database consists of both active and inactive records, lapsed, deceased, invalidated, revoked, suspended, and pending applicants. The board maintains all historic records of all complaints filled and all disciplinary actions that have taken place, with information appropriate for public consumption which will be made available through the board's website as part of the licensure software. The board is required to manage complaints regarding its licensees, which is anticipated to be no more than 100 such complaints a year. The board manages approximately 15,000 active licensees and certifications. The proposal deliverables listed below will meet or surpass the board's requirements listed in the RFQ within the quoted price. The board staff currently consists of five (5) staff members and five (5) board members appointed by the Governor.

Software Ownership

Albertson Consulting retains all ownership rights to the software and grants a non-exclusive perpetual license for the board to use the software for its intended purpose as long as the annual support agreement fees are paid in full. All other ownership rights remain with Albertson Consulting including the exclusive right to make changes to the source code.

Albertson Consulting typically signs a three-way agreement where if Albertson Consulting for some reason becomes insolvent and declares bankruptcy, our hosting facility service provider will be given the right to step in and support the board in deploying this application on a virtualized environment that is completely under your control. This is the agreement we have in place for many of our hosted enterprise customers.

Data Conversion Service

Big Picture will be able to import electronic records that are delivered to our staff. Typically these records are in delimited text files. Often other types of files are delivered to our staff to import into our central repository. In the case where a customer is not capable of delivering their records, our staff may be able to pull the records out of the existing internal database system if it has ODBC connectivity or data dump capabilities that render textual files.

Implementation Costs & Terms

Albertson Consulting, Inc. (ACI) proposes to license one copy of the Big Picture™ Software for use by the West Virginia Board of Registration for Professional Engineers. ACI retains the rights to the software. The Board cannot sell, give, maintain or distribute the software in any way to any other entity. The Board retains ownership of all data related to the project.

ACI retains all ownership rights to the software and grants a non-exclusive, perpetual license for the Board to use the software for its intended purpose as long as the annual support agreement fees are paid in full. All other ownership rights remain with Albertson Consulting, Inc. including the exclusive right to make changes to the source code.

Annual License/Support Plan: Includes, software version updates, system maintenance and support including up to 5 non-accumulating hours of development, assistance or issue resolution billable annually. Annual License/Support Plan fees apply no matter where the system is deployed.

Albertson Consulting Inc. prefers to enter into a multi-year contract and recognizes and agrees that all maintenance, enhancements and support beyond the Annual License/Support Plan will be billed at \$100.00 per hour commencing upon execution of the contract.

3. Response to RFQ General Requirements

3.1.1 Website Redesign and Functionality Integration

Albertson Consulting Inc. will work with the board to develop an integrated website utilizing the Board's existing website layout and content. The website integration will allow the board to manage online applications, renewals, accreditation tracking, and certification of engineering companies. Other key functionality will include tracking, disciplinary/regulatory aspects and public access areas along with a secure online service access for licensees to verify, view change and update license information.

3.1.1.1 Big Picture™ Licensure Verification Module

The Licensure Verification Module allows visitors to the public website to get real-time verification of certifications and licenses that the Board has in the database. If the individual has disciplinary documents available in a public discipline folder in the integrated document repository, they can be made available if the board desires.

3.1.1.2, 3.1.1.3, 3.1.1.4

Big Picture™ Applications Option

Our Online Application Module allows administrators to receive and process applications for licensure for all license classes through the State regulatory board website. The process begins with an applicant selecting the class of license they are applying for. The following application screen provides some verbiage describing the process and the requirements to complete the process. Then they are prompted to enter some verifiable pieces of information such as name, address, social security number and/or birth date. The applicant is then presented with various questions about their submission, followed by a payment processing screen.

After payment is authorized, a customer receipt and number is generated which can be printed by the applicant. Once the submitted data is reviewed and processed, the applicant is inserted into the licensee database automatically and any documentation that arrived with the application such as transcripts along with a PDF of the application can be automatically pushed/uploaded to the integrated online document repository. Data can be organized in a chronological sequence or order based on user settings.

Application status for applicants is also available with licensing of this option. This software runs off of the integrated database and the relevant Status fields in the database. Software will allow applications and renewals to have a status which licensees can print application or renewal status and supporting documentation themselves from the board's website. Licensees will also have the ability to securely view and change address online.

As part of the online application/renewal licensure cycle, board can choose to set-up internal notification/alerts which would notify staff if any changes to the initial record have been made by the licensee such as change of address, phone number etc. Board staff will be notified of such changes through internal alerting which will be routed to the appropriate board staff member, requiring approval of changes before record is updated and submitted to the database.

Big Picture™ Renewals Option

Our Online Renewals Option Module is very similar to the applications option but allows administrators to receive and process renewal requests through the front end website. Just like applications, a robust structure already exists and both utilize the revenue collection system previously mentioned.

Applications and Renewals Options both utilize a payment gateway to finalize the transaction. We have integrated our software to various payment gateways including the WV State Treasurer's Office "E-Gov" payment gateway. Licensees have the ability to check license status through the website with both the application and renewal process and can also update information such as name, address, etc. online via the board's website. Licensee can also upload any supporting documents, certifications, continuing education at time of application or renewal. All data uploaded is synched with the central database real-time at the point of submission from the web portal.

3.1.2 Content Management Database System

The Licensure Management Database Module allows state entities to manage all license types and corresponding information in a real-time secure online environment. The web-based database is available from any Internet connected PC, allowing immediate access to licensee information anytime, anywhere.

3.1.2.1 Centralized Database

All data is stored in a centralized database repository for easy access and search requests.

3.1.2.2 Integrated Document Management/ Repository

- Manage documents
- Track inspections
- Historical Data search and retrieval
- Email integration lets you work within Outlook
- Renewal/Application integration – automatically store documents and images such as disciplinary tracking, malpractice etc., in central database repository
- Public folder for verifications – As public discipline documents become available they can be shared and accessible to the web-based employer verification software

- Edit merged templates and save them back to the repository or print them for the entire queue
- Tracking of all licensee related practice privileges for Licensure is available in the base system
- Database will store licensee employment, education, examination, discipline documents for report generation

3.1.2.3 Internal Reminder System

- Setup and view recurring reminders at a licensee level
- Awaiting updates – easily commit all website or renewal updates right to the database
- Discipline and compliance monitoring alerts and reminders

3.1.2.4 Contact History

- Record transactional contact history by contact type and contact individual for respective licensee
- Email integration correspondence tracking
- Track phone conversations, meetings, webinars, board meetings, hearings, etc.
- E-blast integration – All emails from an e-blast can be recorded in the contact history of each licensee for future reference

3.1.2.5 Portal integration and reporting

The following views are available to system users.

- Tasks – upcoming and past due
- Upcoming reminders
- New documents added to document repository
- Recent contacts – Pulled from contact history
- Disciplinary type breakdown widget
- Security, permissions and access controls set at user level
- Recent test results widget
- More widgets available out of the box and anything in the system can be summarized or customized to meet your needs either by the system users or by developers.

3.1.2.6, 3.1.2.7 Integrated discipline/Case administration

Administrators can setup and manage any field, any View and any Tab for them to appear on. This is fundamental to our Discipline/Case Management software. During implementation, it will be configured to meet your needs. It facilitates storage of the following records in the database:

- Drug/Alcohol test results tracking
- Compliance Monitoring
- Workplace impairment tracking
- No limit on number of complaints allowed in system
- Upload video
- Reminders recurrence

- Discipline/Compliance tracking
- Public/Private document retention
- Any other document types such as dockets, cases, complaints, and any other record type can be configured in the system and stored

3.1.2.8 Continuing Education & Accreditation Tracking

Provides the ability to create, view, search, list or maintain courses and classes. Imports and exports are available to allow licenses or authorized system users to upload rosters for continuing education courses at any-time. Requirements for CEs will be set-up per the board's advisement. Licensees can upload CE information via the website which will allow board staff to create a printable log format provided by the board. All CE information is retained indefinitely.

3.1.2.9 License Printing

Software has the capabilities to print licenses, wallet cards, reports, certificates, correspondence, envelopes with mail merge capabilities and other miscellaneous items that need to be printed as part of the licensure cycle.

3.1.2.10 History view

- Logging and tracking of updates to all data history with date and time stamp
- Administrative panel allows many views to be setup for different fields/record types
- Every licensee has a full audit of every change that was made to the record since the inception of database tracking any changes to the record.
- Security levels allow complete audit trail of all changes made to a record by a staff/board member etc.

3.1.2.11 User Content Management

- Portals, Widgets, Reports, and correspondence templates are all editable by system users in our administrative site
- Custom report building / editing tool allows staff to build and publish reports from license and application data
- Record types can be related to other record types in any manner and with all related field are completely editable
- Staff will have the ability to manage user defined fields in the database. These fields or multiple fields can be used to generate queries for reports/exports and create custom templates for later use
- Administrative site allows complete control over front end user screens.
- All fields, record types, codes, products, templates, in the database are manageable
- Exports can be of the entire data set, or data and the fields that were queried can then be rearranged to fit the necessary needs
- Commonly used export templates may be saved for later use

3.1.2.12 Search Panel

License Management Database Module is critical to all data mining searches and reporting related operations in the system. Queries can be accomplished right from within the software. **Every field** for any **record type** can be utilized as **search criteria**. After a search has been completed, it can be **saved** for later use. It then shows up in the search drop down and on the **Portal** screen where a user can access it with one click.

3.1.2.13 Data Mining

All data pertaining to a licensee are stored within the centralized database and available to generate custom reports, queries or searches. Every field within the database is searchable, sortable or exportable.

3.1.2.14 Inspections

The Big Picture Inspection Module gives the board the ability to collect inspections from field representatives in real-time. It is a very flexible solution that can be customized to meet the demands of your business. It facilitates multiple collectors gathering information into the central repository. These collections can come while in the field or any time your business process requires. The module will lower your overall cost of inspection management and protect the public by increasing the accuracy and timeliness of information.

Collections are tightly integrated into the Big Picture Database. Depending on your business process, once these collections arrive in the repository they establish a historical record that can be printed and reported on. All inspection data is searchable, sortable and exportable. Inspection data in detail or in a summarized fashion is available in the Big Picture Portal for managers, staff or inspectors depending on security group.

After the inspection system is deployed you are left with full management capabilities in our system administration software to modify inspections and collections. Questions, answers, fields, field types and responses are manageable. Also using our standard web based editing software administrators can configure inspection templates easily without the need for any programming. Our software can be configured to collect any data for any entity anywhere an internet connection exists. All collections occur over SSL to ensure secure inspection collections.

Our inspection software can set-up business process, workflow, portal widgets and security for inspectors, training, testing and deployment to the internet-enabled collection devices of your choosing. Our standard collection devices are Windows based laptops and tablets and Android based laptops, tablets and phones.

3.1.2.15 Audit Trail/History View

- Logging and tracking of updates to all data history with date and time stamp.
- Administrative panel allows many views to be setup for different Fields/Record types.

- Every licensee has a full audit of every change that was made to the record since inception of database

3.1.2.16 Workflow Management – TASKS

- Every record type can contain Tasks. These tasks are editable in the Administrative area. They then show up for every record entered in the system. A Due Date is entered for each task in the Checklist/Workflow.
- Once that task has been completed it another date is entered. The tasks that are outstanding pop up when you access this licensee's record. Also there widgets that can be configured in the portal interface to ensure that all upcoming and past due tasks are attended.
- Tasks are editable by the administrative team/staff for each record type. This workflow engine is utilized with Inspections, Discipline and Application Processing to ensure that all tasks associated with these items are successfully managed.
- Records can be added ad-hoc to a specific record.
- All tasks can be customized and managed by board staff based on permissions and job roles etc.

3.1.2.17 Integrated batch administration/revenue collection software

- Batch administration allows system users to manage revenue collection. This software specializes in cohesively managing revenue collected manually and online from online applications or renewals.
- It facilitates a quick fetch of all licensees to streamline creation of a Batch with or without the use of bar coded renewal requests.
- Software interfaces for reconciliation with state treasury department(s) and other designated state collection agencies.
- It is the center for revenue related business process which occurs automatically when a payment is posted to a license account.

"Note" Big Picture Software already has an interface with the WV Treasurer's Office E-Gov system in place with another WV Licensure board.

3.1.3 Administrative Interface

3.1.3.1 Administrative Interface

The Administrative Package is the tool that puts the management system in your hands. Allows internal user to upload video, photos or other media related items and manage all aspects of website components.

- Send out surveys or questionnaires to entire database contacts or targeted group of individuals
- Internal notification system for reminders of calendar events, past due notices, letters, disciplinary action follow-up etc.
- Manage events, articles, publications, custom letters, and calendars through the administrative interface.

- Manage all website content

E-blast Option

- Our e-blast tool allows administrators the ability to send out high quality professional looking email messages. The recipient lists can be created in the database by any search criteria and stored as saved searches or saved queues, either of which can be accessed by the E-blast tool.
- Messages can contain user selectable fields merged from the database so system users can personalize the messages. The rich text editor allows users the ability to change fonts, styles and other popular attributes. Messages can also have attachments. After a message is ready, it can be previewed, and if the user selects to have this recorded as a contact in the database, the information will show up under this person's record in the Contact History.

3.1.4 Cloud-Based Documentation Program

3.1.4.1 – 3.1.4.6 Big Picture CloudDocs

Big Picture Software provides a cloud-based document software program which is part of unified database used for the licensing management system. Board members or board staffs have the ability to access up to the minute documents in a secure online environment. Board members can upload PDF & word documents to folders, set-up auto email notifications to board members. Documents can be viewed in a browser environment and can be accessed on the internet with email and a password.

Board members can also manage hierarchies of folders & documents stored in the same unified database document repository. The easy note taking annotations feature of our CloudDoc's™ Software allows permitted users to easy access to safely store notes, questions and comments in the Cloud. Add annotations to text or images, tag notes within keywords and view notes outside of documents. Board members can organize notes with tags and descriptions, highlight, strikethrough and insert annotations in a real-time cloud based environment. All confidential documents are stored via encrypted connections. Ability to search and access annotations from outside the document which (may or may not) reside on the local laptop or machine depending on the boards preference.

4. Performance

4.1.1 – 4.1.6 Installation & Implementation

Albertson Consulting Inc. will meet with the board and staff upon award of contract. Vendor & Board staff will determine roles in relation to board liaison

and establish milestones for implementation to meet the boards 120 calendar day implementation. Meeting will also cover a data conversion plan and any system customization or implementation request outside of original scope in RFQ.

After scope of work has been established there will be a schedule provided within (10) calendar days of award. Schedule will contain all phases of deployment & implementation of software, meetings and discuss website integration and any issues (if any) that may occur during the transition to the new system.

Board will use Albertson Consulting Inc., proven data migration process. A plan will be developed for the board and what file formats etc., will be needed for the migration/ data conversion. Board will deliver the data they want loaded in the proper requested format, a file of any erroneous data that was not able to be imported will need to be properly formatted/corrected prior to additional import attempts. In our administration area an import tool exists that can be utilized by internal IT staff to load, test, and complete imports.

DOCUMENTATION: Instructional manuals will be provided for the board and staff for internal reference and training purposes. The manual will be in an electronic format and may be reproduced by the board for internal purposes.

TRAINING: Training will be conducted for all staff members currently (5) and Board's IT staff on the new software/database system. Method of training meaning either on-site or via webcasts will be determined at kick-off meeting. On-going training of board staff will be conducted as new staff is added.

4.1.7 Similar Project Contacts

See Attachment C

4.2 Acceptance

System Testing

The goal of System Acceptance Testing is to ensure that the software is functioning properly and meets the requirements within the RFQ & scope of work prepared prior to implementation. During the testing board staff will be able use the new system for their applied job roles to ensure that system meets the board's business requirements.

4.3 Maintenance & Support

Support/Maintenance

Upon completion of implementation and the software has successfully been deployed, the board will receive ongoing support & maintenance for the life of the contract. An allotted number of support hours will be included within the Annual Support & Maintenance agreement. Board may elect to increase the number of hours of support at any time during the contract term. Our goal is to keep our customers satisfied while provided a world class level of support. It is required that a support/maintenance agreement be paid to utilize the software.

4.3.1 User Help Desk

4.3.1.1 – 4.3.1.3 Customer Support/Help Desk

Albertson Consulting Inc., will provided 24/7 support for the board staff & IT staff members. A dedicated Project Manager & Customer Service Representative will be assigned to assist with initial implementation and ongoing support. Desktop support will also be available as a method if required to resolve technical issues or end user support.

4.3.2 Software Patches & New Releases

4.3.2.1, 4.3.3.2, 4.3.3.3 Software Updates

In either type of deployment hosted or deployed state side our project managers will work with your IT people to understand what updates are available and how to best apply them to your system. Then our support staff will perform the updates according to your schedules.

Software updates are included in the annual support and maintenance agreement. Software updates are installed by our support technicians as part of our annual support agreement. Typically we demonstrate the available upgrades annually or semi-annually and then you pick which upgrades you would like and we install the

4.3.3. Customization of the System

4.3.3.1 – 4.3.3.5 Configuring & Custom Development

One feature that sets Big Picture Software apart from other software vendors is the configurability of our software. Most if not all business process can be configured to meet the board's specific requirements, without affecting the base code of the software. All Big Picture Software modifications/configurations are managed through the Administrative Portal. Administrators can setup and maintain a number of custom enhancements to their system. If additional enhancements are necessary the system is capable of being extended per your board's needs.

4.3.4 Hosting Services

4.3.4.1 – 4.3.4.4 Free Hosting

Big Picture Software will host your solution on our servers or no additional charge. Big Picture's annual support/maintenance plan includes hosting your software application and database in our world class hosting facility. We have a 99.9% uptime so you can be confident that Big Picture Software is online and ready to assist your agency 24 hours a day, 7 days a week, and 365 days a year. Our servers are housed in a carrier class data center, where security is of the upmost importance, authorized-only access to the hardware and software is required. Because of security purposes Big Picture Software will provide our Disaster Recovery Plan with the Board and Office of Technology if awarded contract.

Exhibit A Pricing Page

Response to RFQ#BPE140000

(See Attachment A Exhibit Page (Excel spreadsheet with pricing))

Appendix B –

Client Agreement/Software Licensing

Appendix C –

Similar Projects/References

ATTACHMENT C (Similar Projects & Experience)

West Virginia Board of Osteopathic Medicine

Diana Shepard, Executive Director

405 Capitol Street

Suite 402

Charleston, WV 25301

Phone: 304-558-6095

Fax: 304-558-6096

Website: www.wvbdosteo.org

North Dakota State Board of Medical Examiners

Duane Houdek J.D., Executive Secretary

418 East Broadway Avenue

Suite 12

Bismarck, ND 58501

Phone: 701-328-6500

Fax: 701-328-6505

Web: www.ndbomex.org

South Dakota State Board of Nursing

Gloria Damgaard, RN, Executive Director

4305 South Louise Avenue, Suite 201

Sioux Falls, South Dakota 57106

Phone: 605-362-2760

Fax: 605-362-2768

Website: www.ndbomex.org

North Dakota State Board of Pharmacy

Howard C. Anderson, Executive Director

1906 East Broadway Avenue

Bismarck, North Dakota 58501

Phone: 701-328-9535

Fax: 701-328-9536

Website: www.nodakpharmacy.com

South Dakota State Board of Dentistry

Brittany Novotny, Executive Secretary

PO Box 1079

105 South Euclid Avenue, Suite C

Pierre, South Dakota 57501

Phone: 605-224-1282

Fax: 888-425-3032

Website: www.sdboardofdentistry.com

RFQ#BPE140000
Exhibit A Pricing Page

Contract Item						
Item #	Item	Vendor Description	Unit of Measure	QTY	Cost	Ref
1	Concurrent User License(s) for Seven (5) WV Board of Registration for Professional Engineers Users Licensure/Records Product with Content Management Database System (including website, administrative interface and cloud-based program) for up to 15,000 various licenses	Our pricing model is not based on the # (number) of internal users/board members or staff members or seats, so this does not apply to our pricing model. We are bidding a one-time LS (Lump Sum) for (Item# 1) which is for the initial Big Picture License. Including website, administrative interface program and database program for approximately 15,000 various licenses and certificates currently residing in the existing WV Board of Registration for Professional Engineers (database)	LS	1	\$13,500	A

Contract Services						
Item #	Item	Vendor Description	Unit of Measure	QTY	Cost	Ref
2	Implementation and Installation to Acceptance	Cost is for a LS (Lump Sum) payment for professional services for implementation & stand-up of the system, including implementation of cloud-based program. Importing of records/data, board staff training, (1) onsite visit and all other requirements set-fourth in the RFQ to meet the boards requirements.	LS	1	\$29,800	B
3	First Year Support/Warranty	The cost reflects our 1st annual licensing/support/cloud-docs/maintenance agreement, hosting is provided "Free" as part of our annual service agreement. Includes five (5) support hours. Assigned hours can be used for development or general system support.	YR	1	\$9,000	C
4	Second Year Support/Warranty	The cost reflects our 2nd year annual licensing/support/cloud-docs/maintenance agreement, hosting is provided "Free" as part of our annual service agreement. Includes five (5) support hours. Assigned hours can be used for development or general system support.	YR	1	\$9,000	D
5	Third Year Support/Warranty	The cost reflects our 3rd year annual licensing/support/cloud-docs/maintenance agreement, hosting is offered "Free" as part of our annual service agreement. Includes five (5) support hours. Assigned hours can be used for development or general system support.	YR	1	\$9,000	E

Unit Prices						
Item #	Item	Vendor Description	Unit of Measure	QTY	Cost	Ref
	Unit prices are to be provided for the following two (2) Items, and will only be used to execute formal Change Orders during the life of the contract if required. Estimated are included for bid evaluation only, there is no guarantee that any quantity of the Item(s) will be purchased					
6	Additional License, Per User	Our pricing model is not structured on a per user, seat or user license. The board will be allowed to bring on as many staff members or users as they need to meet their internal needs.	EA	1	\$0	F
7	Additional Professional Service Support Hours	Unit Price per Hour= \$100 (x 8 hours = Cost)	HR	8	\$800	G
TOTAL BID (A + B+ C + D + E + F + G) =					\$71,100	