
Response to
RFQ # MCH12021

State of West Virginia
Department of Administration
Purchasing Division

Due Date/Time:
28 July 2011, 1:30 PM



RECEIVED
JUL 25 A 9:34
PURCHASING DIVISION
STATE GOVT

5871 Jefferson NE, Suite 101
Albuquerque, New Mexico 87109



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

Request for Quotation

RFQ NUMBER
 MCH12021

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

POD, Inc.
 5971 Jefferson NE Ste 101
 Albuquerque NM 87109

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH/MCH--MATERNAL CHILD HEALTH
 350 CAPITOL STREET, ROOM 427
 CHARLESTON, WV
 25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/13/2011				

BID OPENING DATE: 07/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: MCH12021						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 <input checked="" type="checkbox"/>						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mamanda Teje</i>	TELEPHONE 505-243-2287	DATE 7-22-2011
TITLE President and CEO	FEN 85-0367128	ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Department of Administration
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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: right;">..... SIGNATURE POD, Inc. COMPANY 7-22-2011 DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Demetra Jay</i>	TELEPHONE 505-243-2287	DATE 7-22-2011
TITLE President and CEO	FEIN 85-0367128	ADDRESS CHANGES TO BE NOTED ABOVE

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

MCH12021 - BID PRICE SHEET

DELIVERABLE	DUE DATE	USAGE	UNIT PRICE	TOTAL BID PRICE
DELIVERABLE #1 Conceptual Design Development: Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session.	Month 1	1	\$19,657.00	\$19,657.00
DELIVERABLE #2 Written Designs: Vendor will complete written designs for the following and provide copies to OMCFH for review and approval.			\$4,165.25	\$4,165.25
1. West Virginia Specific CaST add-on reimbursement system.	Months 1 - 3	1		
2. WISEWOMAN module for the CaST add-on system	Months 1 - 3	1	\$5,169.75	\$5,169.75
3. WISEWOMAN MDE generation tool	Months 1 - 3	1	\$2,156.25	\$2,156.25
4. D&T Fund module for the CaST add-on system	Months 1 - 3	1	\$5,169.75	\$5,169.75
DELIVERABLE #3 CaST System Modification Upgrade: Vendor will migrate data, and modify the WV CaST 6.0 system from an Access backend to an SQL server backend and upgrade it to the most current version of CaST.	Month 3	1	\$5,980	\$5,980
DELIVERABLE #4 CaST Add-On Reimbursement System: Vendor will develop a West Virginia specific CaST add-on reimbursement system.	Months 3 - 9	1	\$67,048.00	\$67,048.00
DELIVERABLE #5 WISEWOMAN Add-On System: Vendor will: 1. Develop the WISEWOMAN module for the CaST add-on system. 2. Conduct the integration of the WISEWOMAN module to the CaST add-on system. 3. Develop an MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines. 4. Migrate data from current data system to new WISEWOMAN add-on system to meet program needs.	Months 3 - 9	1	\$88,598.00	\$88,598.00

DELIVERABLE #6 D & T Fund Add-On System: Vendor will: 1. Develop the D&T Fund module for the CaST add-on system. 2. Conduct the integration of the D&T Fund module to the CaST add-on system.	Months 3 - 9	1	\$60,198.00	\$60,198.00
DELIVERABLE #7 Web-Based Data Entry: Vendor will install and configure the Microsoft Access-based CaST add on modules in a web-accessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMCFH for this project.	Month 10	1	\$5,200.00	\$5,200.00
DELIVERABLE #8 Training and Installation: Vendor will provide data system training for identified OMCFH program staff. Training and installation will be one, four-day session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session.	Month 10	1	\$12,900.00	\$12,900.00
DELIVERABLE #9 CaST System User Manual: Vendor will develop and provide OMCFH with a CaST add-on system User's Manual.	Month 10	1	\$7,150.00	\$7,150.00
DELIVERABLE #10 CaST System Technical Manual: Vendor will develop and provide OMCFH with a CaST add-on system Technical Manual.	Month 10	1	\$12,150.00	\$12,150.00
TOTAL BID PRICE				\$295,542.00

Bidders will not alter, modify, or add information to this Bid Price Sheet.

Bidders must complete, sign, and date the vendor section below:

Vendor Name: POD, Inc. Phone: 505-243-2287

Contact Person: Samantha Lapin (Please Print) Fax: 505-243-4677

Authorized Representative: Samantha Lapin (Please Print) Email: Samantha.Lapin@PODassoc.com

Authorized Representative Signature: *Samantha Lapin* Date: 7-22-2011

ATTACHMENT
P.O.# mch12021

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Samantha Jev 7-22-2011
Signature Date

Signature Date

President/CEO
Title

Title

POD, Inc
Company Name

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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 clause 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. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Services 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. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
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: POD, Inc.

Signed: *Samantha Goy*

Title: President/CEO

Date: 7-22-2011

DICK SUBRY
SENIOR SYSTEMS CONSULTANT

EDUCATION:

University of Colorado, 1954

EXPERIENCE:

2009-Pres Senior Systems Consultant, POD, Inc.

Mr. Subry is providing software consulting and development for the implementation of the State of New Mexico CDC funded National Breast and Cervical Cancer Early Detection Program's (NBCCEDP) CaST Add-on data system. In this role, Mr. Subry helped to develop the CaST Add-on system requirements, conceptual design, and architecture. He then worked closely with the technical team to develop the New Mexico – specific code enhancements. On behalf of the Dartmouth Medical Center's CDC funded NBCCEDP program, Mr. Subry worked with the technical team to provide the CaST Add-on data system to the Medical Center for implementation.

1998-Pres President of RLS Consulting. Senior Management, Computer Science and Financial Management Consultant.

Mr. Subry provides financial consulting services, computer science consulting, computer programming services and organizational development services for many clients. Clients include: The Montana Department of Health, Nevada Division of Health and the New Mexico Department of Health.

In 1998 Mr. Subry worked with the State of Montana's CDC funded NBCCEDP to design and develop the CaST Add-on system. The CaST Add-on system consists of the following modules:

- PreCast – Entering and tracking of Patient Enrollments
- Site Data – Entering and tracking of Patient Enrolments and the management of patients; it's meant to operate in a decentralized mode whereby health agencies enter the data.
- Reimbursement – Entering, tracking and payment of claims (through HICF and remittance advice) for service
- Patient Navigation – The management of patients that have had cancer detected
- Administration – Provides functions common to CaST 6.0 and the add-on modules

Subsequent to developing the CaST Add-on system for Montana, Mr. Subry lead the efforts to customize the system to meet the specific requirements in the State of Nevada.

1999-2002 Federal Signal Corporation – Fire Rescue Group and IT Council
Senior Advisor

Mr. Subry provided financial consulting services, computer science consulting services and organizational development services for the corporate office and the Fire Rescue Group. Federal Signal Corporation is a 1.1 billion-dollar Company.

1997-1999 Federal APD.
Senior Advisor

Served as a Management and Computer Science consultant in the fields of Parking, Transportation Management, Parking Revenue Control System Development, Parking Revenue Control Auditing and Parking Device Manufacturing. Mr. Subry was one of the Senior Software Designers for the ScanNet facility management project. Mr. Subry served as a project consultant and revenue control auditor for the Central Parking System – Vanderbilt University Project.

1995-1998 SPORT COURT, INC.
Senior Advisor

Responsible for technology planning, management information system analysis, field coordination of Dealer/Distributor technology development and implementation, network design, hardware environmental design, staff development and technology staff recruiting. Major assignments have included: the study and selection of a new manufacturing and financial system; the analysis and the improvement of the Macola and PowerCerv accounting and manufacturing information system; the analysis and development of plans for the improvement of the manufacturing process control system (EPOS), the implementation of the World Wide Internet which is used for E-mail, for on-line sales order information, for lead collection and for order entry and the development of an integrated sales order control and entry system.

1971-1996. APPLIED MANAGEMENT CORPORATION
President and Principal Consultant

Mr. Subry's creative ability has resulted in many innovative experiences in the field of management sciences. Physical science experiences include many areas of technology systems analysis, auditing, design and development. This includes: Parking and Transportation Design and Operations, Health Information Systems – Private and Public, Information Systems Design, Financial Management Designs, Knowledge Engineering, Manufacturing Systems Design, Data Processing Program Development and the Application of Major Project Management Methods. Behavioral sciences areas include team building, productivity management, conflict

management, interpersonal relations and stress management.

Management assistance has been rendered in management science areas including program management, Total Quality Management (TQM), management by objectives and performance management. Team building, intramural conflict resolution and management staff development assistance has been rendered to management in organizational development behavioral science areas. Stress management and interpersonal relations training and technical assistance have been creatively used by clients to build motivation, increased organizational productivity, and implement technology automation.

Mr. Subry has taught many management seminars for industry and government in the areas of program management, management by objectives, computer science, parking revenue control and auditing, financial management, computer systems analysis, interpersonal relations, stress management and organizational psychology.

Client engagements have included Minneapolis-St. Paul International Airport (ground transportation system development, parking system development and revenue control auditing), City of Minneapolis Parking Department (development of revenue control system, finance system and revenue control auditing), Central Parking (financial system development and nation wide communication system), GO parking (development of parking finance system and revenue control auditing), City of Detroit Parking Department (development of revenue control system and revenue control auditing), Baseline Industries (manufacturing system), BMC Corporation (manufacturing system), RCA Corporation (data processing), Idaho Department of Highways (data processing), South Dakota Attorney General's Office (management development), Minnesota Department of Transportation (engineering), Minnesota State Patrol, Colorado State Patrol, South Dakota Department of Public Instruction (management development), Montana Department of Natural Resources (management development), Montana Department of Health and Human Service, Colorado Law Enforcement Academy (training), Montana Highway Safety (program management), Smith Bank and Trust (system development), and many others.

1968-1970 CONSOLIDATED LEASING CORPORATION
Division President

President of Auto-Tronix Universal Corporation, a wholly owned subsidiary of Consolidate leasing Corporation.

1964-1968 AUTO-TRONIX UNIVERSAL CORPORATION
Founder and President

1954-1964 U.S. BUREAU OF PUBLIC ROADS

Senior Systems Analyst Highway Construction Engineer.

TRAINING SEMINARS, PUBLISHING AND GUEST LECTURES:

- 1974-1997 Many financial management Continuing Professional Education Seminars for the Colorado, Arizona, Nevada, Montana and North Dakota State Societies of CPAs. Mr. Subry is an AICPA rated instructor.
- 1984-1990 Computer Conference Training for the National Parking Association in Maryland, Kansas, Oklahoma, and Utah.
- 1993-1995 Conference presentations at the International Parking Congress (IMPC).
- 1990-1995 Conference presentations and publishing Parking Technology for the National Parking Association (NPA)
- 1984 Computer training for American Public Works Association.
- 1971-1973 Program management presentations at AAMVA conference and several HEEP conferences.
- 1968-1970 Management Information System presentations for Bureau of Public Roads, Financial Manager's Conferences.
- 1967 International Business Machines Corporation, Poughkeepsie, New York -- Guest Lecturer.
- 1966 Massachusetts Institute of Technology Graduate School of Civil Engineering -- Guest Lecturer. Colorado State University -- Guest Lecturer.
- 1964 Presentations before regional and national groups of Highway Engineers Exchange Program (HEEP).

THOMAS PHILBRICK DATABASE DEVELOPER

HIGHLIGHTS

- 27 years of IT experience
- B.S. in Computer Science
- ETL Specialist
- DBA Expertise

EDUCATION

- B.S. degree in computer science with a business emphasis, Seattle Pacific University

GENERAL EXPERIENCE SUMMARY

As a senior database developer, Mr. Philbrick brings skills in database administration, systems analysis, data conversion, extraction and database development. He has developed both data marts and multiple schema definitions while performing ETL procedures and data extraction and analysis employing SQL queries. Mr. Philbrick is an effective results-oriented, mature, stable, knowledgeable employee with strong analytical ability and good communication skills. He brings the necessary blend of technical skills, interpersonal skills, and project experience to ensure project success. Mr. Philbrick is a self starter who strives to produce visible results in the shortest possible time and keeps abreast of the status of his projects and their individual tasks.

PROFESSIONAL EXPERIENCE

POD, Inc.

4/08 – Present

- Beginning in 2009, Mr. Philbrick served as the project lead developer to provide software enhancements for the CDC provided software system called CaST through the CaST Add-on system. The CaST Add-on system was implemented to provide additional functionality to the CaST system for the National Breast and Cervical Cancer Early Detection Programs (NBCCEDP). Mr. Philbrick led the technical efforts to build in the NM-specific business functionality for the provider reimbursement, case management and reporting systems. These modifications were implemented for both the Breast and Cervical Cancer and Colorectal Cancer programs.
- Mr. Philbrick is currently responsible for managing and implementing the data migration of all data from the STD*MIS FoxPro system to the SQL Server 2008 PRISM system (data warehouse applications for Sexually Transmitted Disease case management) for the State of NM Department of Health (DOH). He is responsible for all the planning, analysis, design, coding, testing and implementation for the ETL from the FoxPro legacy system into the SQL Server target system. Mr. Philbrick utilized SSIS for the FoxPro to SQL conversions to move the data once the code had been written for the ETL. For this migration, Mr. Philbrick is starting with conversion scripts supplied by another state who previously accomplished a similar conversion and migration of data. He analyzed these scripts and made modifications

necessary for business rules and other needs specific to NM's program. He is assisting the STD Program staff in data cleaning, implementing e-reporting of laboratory data from the HL-7 standard format into PRISM, supporting the STD Program and its users on solving problems related to technical issues.

- Mr. Philbrick is assisting Molina Healthcare in a series of database management efforts including the redesigning of the state healthcare reporting systems. This effort includes a redesign of Molina's security access, backup, and recovery procedures as well as an expansion of and a faster access capability for their online data storage system.
- On behalf of the New Mexico Department of Health's Breast and Cervical Cancer program, Mr. Philbrick was the project lead to work with DOH DBA staff and the DOH end-user to perform the ETL for the data conversion and migration to move data from the two DOH SQL Server 2000 legacy systems into a new SQL Server 2005 database schema in preparation for DOH moving their data to the new CDC-provided database system called CaST. Mr. Philbrick was responsible for the design, coding, testing and implementation of this data conversion to extract the data from the legacy source system into the new target system. Mr. Philbrick was brought in to help the DOH meet the federal deadline for this data conversion. 130,000 patients were successfully converted before the deadline.
- Mr. Philbrick provided planning for the data conversion for the State of Idaho's legacy migration for their Department of Motor Vehicles replacement system. For this effort, he went through the discovery phase of this project to understand the current and proposed data and related systems in preparation for the ETL. He was involved in the detailed planning and defining the business processes, technical architecture, and tools for the data migration.
- For the ongoing project with the New Mexico Public Education Department for their Operating Budget Management System (OBMS), Mr. Philbrick defined the backend SQL Server 2005 database architecture for a clustered database implementation of several system modules, and developed stored procedures, views, ad-hoc queries, reports and jobs using SQL Server 2005 DB Transact-SQL, SQL Server 2005 Reporting Services (SSRS), SQL Server 2005 Integration Services (SSIS), and SQL Server 2005 Notification Services. He also provided database management support, including database tuning and system optimization.
- Working on internal GIS-related projects for RESPEC (POD's parent company), Mr. Philbrick assisted with loading data and tracing down and resolving performance problems with the ArcGIS SQL Server 2005 system. He participated in a project overview approach for another project, writing and distributing notes that called out the next steps. He was also involved in ArcGIS SQL Server 2005 maintenance and optimization.
- Mr. Philbrick created SQL Server 2005 stored procedures to support user maintenance screens for software developed for the Jicarilla Apache Nation.
- For the University of New Mexico Physical Plant, Mr. Philbrick assisted in the migration of multiple very high-volume, replicated transactional SQL Server 2000 databases to a SQL Server 2005 replicated infrastructure, and participated in the later migration of the SQL Server 2005 replicated databases to a SQL Server 2008 replicated infrastructure. These efforts included database tuning and optimization to support transactional data collection every 5 minutes from every room in every UNM building regarding all heating and power for all rooms in each building, and the associated development and optimization of queries and stored procedures to support data analysis and reporting.

Philbrick Consulting for Thornburg Mortgage, Inc.

6/07 – 3/08

Mr. Philbrick was a self-employed business analyst and developer providing services to Thornburg Mortgage in Santa Fe, New Mexico. He worked remotely to manage projects, wrote business requirements and functional specifications, and defined backend database architecture, for which he wrote code, using SQL 2005 DB Transact-SQL, SSRS, SSIS, SQL Server Analysis Systems (SSAS), and PPS (PerformancePoint Server) with ProClarity.

Curtis Consulting Group, Inc., Issaquah, WA

3/93 – 1/07

As Senior Program Manager, Mr. Philbrick managed projects, wrote business requirements and functional specifications, and defined backend database architecture. During his tenure, he gained more than 13 years of experience in program management, analysis for systems and business, SQL Server development internal to Microsoft Corp IT. He worked with internal systems for full software development life cycle (SDLC) and Sarbanes-Oxley (SOX) compliance.

From October 2006 to January 2007, Mr. Philbrick served the Microsoft Xbox Group. He worked on data interfaces and reports for managing the testing of games by external vendors. During the same time, he also worked on the Charles Schwab Employee Stock Option system as written by Curtis Consulting Group for Financial Accounting System (FAS) reporting.

From 2004 to October 2006, Mr. Philbrick served the Microsoft Product Activation Group as program manager (PM) on the Windows Vista release. He wrote business requirements, wrote functional specification, and managed the project.

In Microsoft Commercial Systems from 2002 to 2004, Mr. Philbrick was PM for the Licensing Data Warehouse. He wrote business requirements, wrote functional specifications, and managed the project. He worked effectively with an offshore team (in India) for development and testing.

From 2000 to 2002, Mr. Philbrick worked on the Microsoft Employee Stock Option System as PM for data interfaces, designing tables and developing Transact-SQL scripts, storing procedures and a Data Transfer Services (DTS) processing package for Option Exercises, Grants for Broker, Employee Data and Leave of Absence processing. He performed GAP analysis on stock systems considered for purchase.

Working in Microsoft Recruiting Systems from 1998 to 2000, Mr. Philbrick managed core pieces of conversion of the Restrac System. He managed updates to the internal Career Center site.

From 1996 to 1998 in Microsoft Human Resources, working on the Headcount Accounting System, Mr. Philbrick assisted in the design, development, and implementation of the HeadTrax System for managers' and employees' self-service. This system is noted on page 47 of Bill Gates' book *Business @ the Speed of Thought*.

From 1994 to 1996, Mr. Philbrick developed reports for Microsoft Corporation. Responsible for diversity reporting, he developed data extracts in SQL Server from Resumix and PeopleSoft to support Equal Employment Opportunity (EEO) reporting. He continued the enhancement and

management of the Relocation System, moving from Microsoft Access to a SQL Server backend. He worked as an analyst on data conversion from Resumix on UNIX to Restrac on SQL Server.

Mr. Philbrick documented current and helped define new business process for Microsoft and its Relocation Process from 1993 to 1994. He developed the user interface and backend for the Relocation System and interfaces to Microsoft Human Resources, General Ledger, Accounts Payable, Payroll, Cendant Systems, the temporary housing vendor, and employee tax reporting.

Timeline, Inc.

6/83 – 3/93

Mr. Philbrick was employed to develop and implement various financial systems. He was also a program manager, developer, and tester on Digicalc spreadsheet from 1983 to 1988. He implemented accounting modules; designed, wrote, and implemented allocation systems; and trained people on the budget system he designed. He also led a consulting team in accounting implementations.

TECHNICAL SKILLS

Operating Systems:	Microsoft Windows (all versions up to and including Vista), RSTS/E, VAX/VMS
Programming Languages:	Visual Basic, Transact-SQL, SSAS, SSIS/DTS
Databases:	SQL Server Versions 6.5, 7.0, 2005, 2008, MS Access 0.1, 1.0, 1.1, 2.0, 2007
Software:	Microsoft Visual Studio, Microsoft SQL Server RDBMS Tools, Microsoft Office Suite.
CASE Tools:	ERWin, Visio



RFQ No. mch 12021

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: POD, Inc.

Authorized Signature: *Samantha Taji* Date: 7-22-2011

State of New Mexico

County of Bernalillo, to-wit:

Taken, subscribed, and sworn to before me this 22nd day of July, 2011.

My Commission expires July 13, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Phillip A. Scott



OFFICIAL SEAL
Phillip A. Scott
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 7/13/2015