



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

Request for Quotation

RFQ NUMBER
 OMB12001

PAGE
 1

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

VENDOR

GL SOLUTIONS
 PO BOX 591
 BEND, OR 97709
 ATTENTION: SHARON APPERSON

SUPPLY

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

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 05/17/2012 | | | | |

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

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

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 2012 JUN 21 AM 8:47
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
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11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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| <p>WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p> | | | | | | |

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BOARD OF OSTEOPATHIC MEDICINE
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 CHARLESTON WV
 25301 304-552-6095

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| WITHOUT FURTHER ORDER. | | | | | | |
| THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. | | | | | | |
| REV. 01/17/2012 | | | | | | |
| NOTICE | | | | | | |
| A SIGNED BID MUST BE SUBMITTED TO: | | | | | | |
| DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 | | | | | | |
| THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: | | | | | | |
| SEALED BID | | | | | | |
| BUYER: 44 | | | | | | |
| RFQ. NO.: OMB12001 | | | | | | |
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| PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 503-374-9063 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Sharon Apperson 541-312-3062 x111 apperson@jgsolutions.com ----- ***** THIS IS THE END OF RFQ OMB12001 ***** TOTAL: _____ | | | | | | |

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Request for Quotation

For E-Licensing Application with Disciplinary Management
and Website Design

May 17, 2012

WEST VIRGINIA BOARD OF OSTEOPATHIC MEDICINE

405 Capitol Street, Suite 402
Charleston, WV 25301



Introduction and Executive Summary

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

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

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

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

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

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

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

Business Overview & Background

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

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

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

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

Detailed Specifications

NECESSARY COMPONENTS:

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

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

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

3. Administrative Interface

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

- vii. Notification system that is integrated into the database to pull and merge information.

- 4. Entire system must be fully integrated, meaning that it operates off of a single unified database.

- 5. The entire system must be an internet-based solution. Beyond the customization capabilities available in the administrative interface the proposal must also support the ability for the board to enhance the system per their unique future business needs.

Assumptions & Constraints

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

Terms and Conditions

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

Selection Criteria

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

Pricing Matrix

Requirement for the pre-implementation site visit:

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

Pricing should be submitted as follows:

| <u>Quantity</u> | <u>Description</u> | <u>Cost</u> | <u>Extended Cost</u> |
|-----------------|---|-----------------|----------------------|
| 3 | User license with access for up to 1500 licensees | \$ <u>1,817</u> | \$ <u>5,451</u> |
| 1 | Website re-design | \$ _____ | \$ <u>12,166.2</u> |
| 1 | Data Conversion | \$ _____ | \$ <u>2,725</u> |
| 1 | Development, Training & Implementation | \$ _____ | \$ <u>19,075</u> |
| 1 | First year support/warranty | \$ _____ | \$ <u>1,572</u> |
| 1 | Second year support... | \$ _____ | \$ <u>1,572</u> |
| 1 | Third year support... | \$ _____ | \$ <u>1,572</u> |

TOTAL BID \$ 44,629

RFQ No. DMPB/2001

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

Authorized Signature: [Signature] Date: 6/19/12

State of Oregon

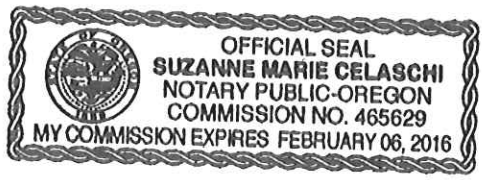
County of Deschutes to-wit:

Taken, subscribed, and sworn to before me this 19 day of June, 2012

My Commission expires February 6, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Suzanne Marie Celaschi



AGREEMENT ADDENDUM FOR SOFTWARE

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Agile Solutions

Signed: [Signature]

Title: VP

Date: 10/19/12

Additional Alternative to RFQ Support Requested

The following offer is in addition to and substantially exceeds the requested warranty support requested by the RFQ. Agency may choose to accept the RFQ level of services requested and quoted or, alternatively, the support plan described herein.

Software Support Services and Plans

1. Software Support Services and Plans. Company offers Software Support Services to Licensee. As described in Section 2, Software Support Services include Help Desk Support, Training and Documentation, and Software Patches and Releases. In addition, and also as described in Section 2, Software Support Services include all Customizations, Enhancements and Corrections, Conversion Services, and Hosting Services, including such services that are provided prior to production use of the Software in a live environment. The specific Software Support Services to be provided to Licensee, and the fees therefore, shall be determined by the type of Software Support Plan(s) purchased by Licensee pursuant to Section 3.

2. “Software Support Services” means any of the following services:

(a) Help Desk Support

i. 24 X 7 Emergency Support – Company provides access to a technical representative, who can be reached 24 hours a day, seven days a week to resolve critical issues.

ii. End-User Support – Company provides end-user support including telephone support for user-level questions about how to use Software to perform the user’s job function.

iii. Configuration Troubleshooting – Licensee may call and get support from Company when Licensee’s IT staff need help modifying the configuration of the software. Company will provide guidance, troubleshooting and examples on how to configure screens, fields, rules, reports and correspondence.

iv. Developer-to-Developer Support – Company provides access to Company software developers when Licensee’s professional IT staff needs help with web site development, third-party application integration, custom GUIs, etc.

v. Hardware, Network and Security Tips – Company provides technical-level guidance to Licensee’s staff to assist with hardware and network and security specifications. Company will offer suggestions on redundancy, load balancing, firewall configuration, etc.

vi. Architecture and Best Practice Guidance – Company will provide assistance to solve complex software design or architectural problems through access to Company’s analysts. Company provides comprehensive business analysis and application component support.

vii. Online Remote Desktop Support – Company provides Licensee with Software Support Services that allow Company to view and interact with Licensee’s desktop computer to troubleshoot problems and demonstrate functionality.

viii. Account Management – Company will assign an Account Manager who monitors Licensee’s issues, coordinates regular service release installation, and tracks Licensee’s business process cycles to help Licensee prepare for renewals and other busy times. The Account Manager is available for periodic reviews on the status of open issues and future goals.

ix. Local User Group Support – Company provides remote support for periodic meetings between Licensee and other local licensees of the Software. Support by Company includes providing existing training documentation, train-the-trainer support, technical support, product guidance, and remote presentations in support of the periodic meetings.

(b) Training and Documentation

i. GL Suite Web Courses – Company offers Licensee opportunities to attend regularly scheduled, live training sessions on the configuration of screens, security, rules, correspondence, reports and more. Courses via remote desktop demonstrations and conference call.

ii. Agency-Specific Process Training – Company provides Licensee’s employees with training on the use of the software to perform specific Licensee business processes.

iii. Software Training – Company provides Licensee technical staff with training on the administration, maintenance and configuration of the Software.

iv. Core Software Documentation – Company provides access to application use, administration and configuration manuals via the Company web site.

v. User Conference in Bend, OR – Licensee may attend Company’s annual User Conference in Bend, Oregon. The User Conference includes opportunities to: meet and learn from staff at other agencies that are using the Software, attend information and training sessions on new features, and meet directly with Company’s staff.

(c) Software Patches and Releases

i. New Software Versions – Company produces and makes available to Licensee an enhanced version of the Software under the same Software license terms of this agreement. An enhanced version of the software contains new or improved functionality not included in a previous version of the software, including but not limited to new releases to support compatibility with new releases of the Microsoft operating systems known as Windows Server and desktop operating systems, Microsoft Internet Explorer and Microsoft Office. Company may elect at Company's sole discretion the features and compatibility of new releases. Company provides access to new versions of the Software on Company's web site, along with documentation on changes, enhancements and installation instructions.

ii. Installation of New Software Versions – Company provides remote installation services for new versions of GL Suite.

iii. Core Software Patches – Company produces and makes available to Licensee a version of the Software that corrects Software defects or errors that prevent the Software from providing the functionality described in the Software documentation. Company provides access to Core Software Patches on Company' web site, along with documentation on changes and installation instructions. Core software refers to the base, pre-configured/customized software application only.

iv. Installation of Core Software Patches – Company provides remote installation services for Core Software Patches of the Software.

(d) Customization, Enhancement and Corrections

i. Company provides services to specify, configure, design, program, test, implement, correct and document the Software as required to meet the business needs of the agency (such services collectively "Customizations"), pursuant to a written Scope of Work Addendum as agreed upon by Company and Licensee (the description of a Customization in a Scope of Work Addendum a "Specification"). For purposes of determining applicable fees, Customizations are classified as "Customization Projects" or "Customization Tasks," as described in this section.

ii. Customization Projects –

(1) A proposed Customization is a "Customization Project" if it includes the following: 1) functionality requests that require coordination between Company and a third-party; 2) functionality requests with three or more finite deliverables which must be delivered in a specific sequence to meet the Licensee's business requirements; 3) functionality which may impact other aspects of the configured Software and therefore require a system test of an entire business process; or 4) service or functionality which requires the presence of a Company employee onsite at Licensee's place of business.

(2) Company may determine a request is more than one Customization Projects if the activities are designed to produce more than one specific final output, the activities may start and stop independently of one another, an output is being produced for more than one internal or external customer, or the process steps substantially vary to produce the specific final output.

(3) Company designed the Software for the purpose of meeting multiple Licensee needs without modification of software code distributed to all Licensees. Customization Projects may include configuration of the Software, or other modifications to the Software, as determined by Company. Configuration includes making changes to the Software through existing Software interfaces designed for such purposes including, but not limited to, creating screens, fields, reports, business logic and correspondence. Company retains the right to determine whether the functionality requirements shall be provided by configuration of the Software or by other means.

(4) Company shall periodically create a project timeline, which identifies the latest date by which each party must perform specific duties in this contract in order to deliver timely Customization Projects.

iii. Customization Tasks – A “Customization Task” is a single request for a modification or defect correction of a customization of the Software except: 1) requests that are a Customization Project; or 2) an enhancement or defect in a Customization Project reported within thirty days following the delivery of a Customization Project or Task.

iv. Defect Correction – Company provides corrections to Customizations for thirty days following delivery of the Customization or Task. A “correction” means causing the functionality to perform in material conformity with an applicable Specification.

v. Installation of Configuration and Customization Corrections – Company provides remote installation services for configuration and customization corrections.

vi. Company may subdivide a Customization or other Software Support Service deliverable into one or more discrete deliverables for acceptance and payment by Licensee, as may be agreed to by Licensee in an applicable Scope of Work Addendum or an accepted Software Support Service request.

vii. Licensee acknowledges that failure to timely review or test scope deliverables or to allocate sufficient and timely staff resources necessary to accomplish the purpose of this contract shall delay the provision of Customization Projects, Tasks or Defect Corrections. The extent of the delay shall be determined by Company after consideration of Company's prior

commitments to third parties, available Company resources, and Licensee's business needs.

(e) Conversion Services – Company transfers data from delimited or fixed length ASCII text files or an ODBC compliant data source to the Software. Transfer of data means the manipulation of data from a data source to the table structure utilized by Software. Currently used software must be intended to perform functionality similar to the functionality of Licensed Software. Conversion Services does not include the identification or correction of data-entry or normalization errors present in legacy systems. Licensee produces legacy data in the Company specified format along with documentation that describes the legacy data structure, relationships, fields and tables in sufficient detail to enable Company to convert the data to a format utilized by Software.

(f) Hosting Service – Company installs and maintains Software on a server(s) on Company's computer system or an alternate collocation facility chosen by Company; and, the provision by Company of all licenses, services and support required for the Software to be accessed via the Internet and meet performance, functionality and security requirements described in this Software agreement.

i. Company shall be responsible for backing up the following components: application and database servers, application operating system, and configuration databases.

ii. Company shall perform daily incremental backups with weekly full backups. Backup media shall be rotated off-site on a weekly basis. The Company shall test recovery operations on a regular basis. The Company shall recover operations as necessary.

iii. Company may decline to install on Company's computer system any customization not developed by Company based upon the reliability, design and/or resources required by such customization.

iv. Company, in its sole discretion, may secure domain names and assign Internet address space (subject to reasonable availability) for the benefit of Licensee, and Company will route those addresses on Company's network; it being understood and agreed that neither Licensee nor any of its "Users" shall have the right to route these addresses. Licensee shall have no ownership interest in any IP addresses which Company obtains on Licensee's behalf and Company retains ownership of all such IP addresses, and upon termination of the Software Support Service, Licensee's access to and utilization of such IP addresses shall terminate.

v. Company makes reasonable efforts to provide continuous internet access to Software. Company periodically disables access to Software for the purpose of maintenance and repair of Company's computer systems and Software. Company shall attempt to provide 24-hours notice to users of the

Software of planned access outages and such outages shall be scheduled during off-peak hours when possible. Unplanned outages may occur at any time due to failure of the Software, failure of the company's computer systems or failure of another party providing services relating to the Company's Internet access. Such unplanned outages may occur during peak usage times – even during the Licensee's peak renewal periods. Company shall immediately notify Licensee when an unplanned outage occurs and shall take reasonable efforts to restore Internet access to the Software when an unplanned outage occurs.

vi. Company is responsible for exercising a reasonable standard of care to maintaining the security of sensitive data, regardless of ownership. In event of a breach of the security of the sensitive data the Company will immediately notify the Licensee and work with the Licensee regarding recovery and remediation.

vii. The Licensee may inspect and review vendor operations for potential risks to the Licensee operations or data. The review may include a physical site inspection and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

viii. Company shall provide: effectively deployed and administered firewalls, intrusion detection with 24x7 alerting capability, incident response support, access controls to enforce restrictions on a need-to-know basis, established and tested policies and procedures, contingency plans and disaster recovery plans, security testing and evaluation process for security controls, to include regularly scheduled, at least annually, vulnerability assessments. Configuration settings required to maintain the system's security on the system itself and other Licensee systems that interface with it.

ix. The cost of SSL Certification for Licensee websites that use a glsuite.us domain is covered by Company. Licensees using custom URLs assume the cost of the corresponding SSL Certification.

3. Software Support Plans. Licensee shall have the right and option to purchase Software Support Services, at the rates specified in the Pricing Addendum, from Company for three years from the installation of GL Suite software. Licensee may purchase Software Support Services under a GL Simple Plan as selected by Licensee (each a "Software Support Plan"), as described in this Section 3. The Software Support Plan(s) purchased by Licensee shall be specified in writing by the Licensee.

(a) "**GL Simple Plan.**" Under the "GL Simple" plan Customizations, Help Desk Support, Training and Documentation, Software Patches and Releases, and Hosting Services are provided by Company to Licensee on a month-to-month basis at a predetermined, fixed monthly cost.

i. Licensee may elect one of the following GL Simple service level agreements (“SLA”). Maximum Customization Tasks/Customization Projects per SLA:

| SLA | Max Customization Tasks | Max Customization Projects |
|--------------|-------------------------|----------------------------|
| Standard | 0.50 tasks/user/year | 0.10 projects/user/year |
| Professional | 4 tasks/user/year | 0.25 projects/user/year |
| Enterprise | 7 tasks/user/year | 0.5 projects/user/year |

ii. Fractional numbers of Customization Projects or Tasks will be rounded to the nearest whole number.

iii. Every SLA requires a minimum of one Customization Project per year, and a maximum of 12 Customization Projects per year.

iv. Every Professional SLA requires a minimum of twenty-four Customization Tasks per year. Every Enterprise SLA requires a minimum of forty-eight Customization Tasks per year.

v. Licensees purchasing a GL Simple Software Support Services must purchase a support plan for the number of actual named users of the Software or two users, whichever is greater. Licensees with 8 or fewer named users may not purchase the Standard SLA. Licensees with more than 75 named users may purchase GL Simple for a maximum of 75 named users but shall receive Software Patches and Releases for all actual users of the Software.

vi. Licensee may request any number of Customization Projects or Tasks in a given year and Company shall provide Software Support Services to the Licensee for those requests in the order specified by the Licensee, until Licensee’s requests meet the maximum number of Customization Projects or Tasks purchased under Licensee’s GL Simple Plan. If Licensee requests additional Customization Projects or Tasks in excess of the maximum number purchased under Licensee’s GL Simple Plan, Licensee may incrementally increase the number of Customization Projects or Tasks within the SLA by paying an “Escalation Fee” in the amount applicable pursuant to the Pricing Addendum.

vii. At the Company’s sole discretion, Company may establish reasonable policies affecting the concurrency of project fulfillment and the request timing required to perform requests within a SLA.

viii. All GL Simple Plans shall be purchased for an annual term. Upon the expiration of any annual term, the GL Simple Plan then in effect for Licensee shall be automatically renewed for an additional annual term, unless Licensee has

provided Company written notice of non-renewal or request to change Software Support Plans prior to the date of expiration.

ix. Licensee must purchase GL Simple Enterprise SLA for a period beginning with the execution of this Agreement until not earlier than the date of the first production usage of the Software.

x. Certain Project Management, Training and Conversion Services may be considered Customization Projects provided under a GL Simple Plan, as may be agreed upon by Company and Licensee.

(b) Software Support Services will only be provided for the most current and immediately prior version of the Software in effect at the time the Software Support Services are requested.

(c) Company may increase the cost of any Software Support Service, as set forth on the Pricing Addendum, by a percentage not to exceed the consumer price index of the most recent twelve-month period reported by the United States Department of Labor. Company shall notify Licensee not less than three months prior to the commencement of the Licensee’s fiscal year of any such increases.

Pricing Addendum

| Support Plan | Units | Cost Per Unit |
|---------------------------------|------------------------|---------------|
| GLSimple | | |
| Standard..... | per user per year..... | \$1,569 |
| Professional..... | per user per year..... | \$3,136 |
| Enterprise..... | per user per year..... | \$5,750 |
| GLSimple Project Escalation Fee | | |
| Standard..... | per project..... | \$8,364 |
| Professional..... | per project..... | \$5,227 |
| Enterprise..... | per project..... | \$5,227 |
| GLSimple Task Escalation Fee | | |
| Standard..... | per task | \$836 |
| Professional..... | per task | \$836 |
| Enterprise..... | per task | \$576 |

Alternative Offering – GL Simple

GL Solutions offers various support plans to meet your agency's needs after your new GL Suite system is implemented. We do offer the traditional industry-standard support plans offered by other vendors; however, we have not found this to be the best support model for satisfying government agency needs or helping agencies run effectively and efficiently. Software systems are an evolutionary process—offices continually change, new rules and regulations are handed down by the legislature, business processes are modified or added, etc. That is why we created our comprehensive service and support plan, GL Simple—a simple solution that includes dedicated support, expert guidance, hosting (if desired), and all future software changes and enhancements, for one fixed monthly rate.



RFP Required Support

We created this low-cost option to meet only the requirements detailed within an agency's procurement document. The RFP Required Support plan includes a GL Suite software warranty and will satisfy all of your RFP requirements.

Basic Technical Support

Designed for clients for clients that have their own capable IT support and require limited IT support from GL Solutions, the Basic Technical Support plan offers a full range of user support and a GL Suite software warranty.

GL Simple

GL Simple offers comprehensive customer service by providing dedicated support, expert guidance, hosting (if desired), changes, and enhancements—all for a single, fixed monthly fee. For additional details see the attached GL Simple contract.

GL Simple will allow your agency to keep up with its evolving needs. With GL Simple, you can start small and develop your system incrementally. You can begin with a system that meets your critical needs then enhance and modify it over time, based on your wants and needs not your budgetary allowance. You determine your key desires for the year, and GL Solutions will take care of it.

GL Simple is also an outstanding option for clients seeking a turnkey installation. Such installations require every objective and requirement to be identified at the outset of a project. This often means that clients discover items that should have been included in the RFP scope after go-live and find themselves having to secure additional funding to satisfy those needs. With GL Simple, you do not have to worry about new requirements or desires surfacing after the system is installed. It gives you the option to modify and enhance your new system after go-live for one set, monthly fee.

Rather than stir up conflict over matters of money, as industry-standard support plans so often do, GL Simple cultivates partnership and an ongoing relationship. It enables GL Solutions to help our clients flourish and achieve



all of their goals. When you choose a GL Simple support plan, you benefit from an offering designed to support your growth and evolving objectives.

“[GL Simple] opened up all kinds of avenues for us to do all kinds of services for the people.”
 -Steve Irwin, MS, Health Occupations Credentialing, Kansas Dept. of Health and Environment

“GL Simple has helped us become more focused on where we’d like to end up.”
 -Jennifer Burgin, Database Coordinator, Arkansas State Board of Pharmacy

A Flat-Fee Solution

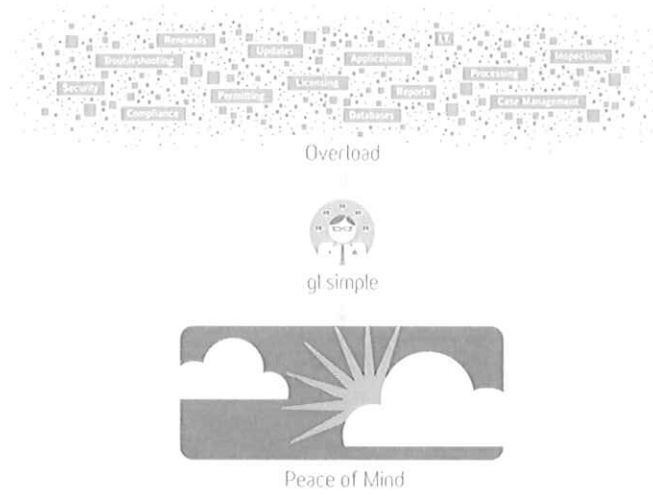
GL Simple is easy to understand, predictable, and sensitive to your budget. One fixed, monthly fee covers the cost of hosting (if desired), software changes, upgrades, technical support, best practices advice, and even strategic guidance.

Your GL Simple monthly fee is based on the number of system users at your agency. There are no other costs. You pay a single fee each month for access to everything GL Solutions and GL Suite have to offer.

“In this last year it’s been an evolutionary jump for the Board.”
 -Mark Levy, DBA & LAN Administrator, Oregon Medical Board

Free Hosting

Use GL Suite software on your servers or allow us to host your system at our data center, at no additional charge. GL Simple support includes housing your software application and database on our reliable, continually monitored servers. We guarantee system security and availability, so you can be confident that GL Suite is online and ready whenever you are—24 hours a day, 7 days a week, 365 days a year. Our servers are kept in a highly secure data center with state-of-the-art features and authorized-only access to the hardware and software.



Free Software Changes

GL Simple gives you peace-of-mind that we will always be there to help you meet your needs at no extra cost. Changes and enhancements to your software—and all the expert guidance and support you need—are included in the monthly fee.

GL Simple Pricing

GL Simple provides everything our clients need at a fixed monthly cost that stays the same even as your wants change. GL Simple support is available in three tiers: *Standard*, *Professional*, and *Enterprise*. Within each tier, the fee is based on the number of client users with access to the GL Suite software (the *Standard* tier is only available to clients with 8 or more users).

If you plan to make relatively few changes and maintain a steady course, the *Standard* plan is probably for you. If you want to improve methodically at a moderate pace, choose *Professional*. If you have lofty goals to lower your operating costs, improve your operations, make things easier for licensees, or enhance public safety, *Enterprise* will give you everything you need. Your selected tier only affects the guaranteed minimum number of tasks and projects per year.

GL Simple provides changes to GL Suite on a task or project basis. Each tier of GL Simple support comes with a different level of minimum guaranteed tasks and projects per year. A task represents a single item, such as a new report. A project represents a number of tasks that require project management, for example building a new renewal website. Agencies receive a minimum of 24 tasks and 1 project per year, no matter how small their staff.

Strengthens the Partnership

GL Simple strengthens the partnership and long-term relationships we cultivate with all of our agency clients.



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

Request for Quotation

RFQ NUMBER
 OMB12001

PAGE
 1

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

VENDOR

GL SOLUTIONS
 PO BOX 591
 BEND, OR 97709
 ATTENTION: SHARON APPERSON

SHIP TO

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

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

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

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE | |

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

OMB12001
ADDENDUM NO. 1

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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



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

Solicitation

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| NUMBER |
| OMB12001 |

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

VENDOR

gl solutions
 PO Box 591
 Bend, OR 97709

SHIP TO

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

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| DATE PRINTED |
| 06/11/2012 |

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

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

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

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

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

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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

Solicitation

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| NUMBER |
| OMB12001 |

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

VENDOR

glsolutions

PO Box 591
 Bend, OR 97709

SHIP TO

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

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|--------------|
| DATE PRINTED |
| 06/13/2012 |

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

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

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

SOLICITATION NUMBER: OMB12001
Addendum Number: 3

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

Applicable Addendum Category:

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

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

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: OMB12001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Cl Solutions
Company

SAt
Authorized Signature

6/19/2012
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

QUESTION LIST FOR RFQ OMB12001

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

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

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

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