



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

**Solicitation**

NUMBER  
 BHS13019

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 ROBERTA WAGNER  
 804-558-0067

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OLEEN HEALTHCARE INFORMATION  
 MANAGEMENT INC.  
 8609 BURNING TREE ROAD  
 BETHESDA, MD 20817

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HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 ROOM 350  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3702 304-558-3672

DATE PRINTED  
 12/19/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH & HEALTH FACILITIES (BHHF), REQUEST A QUOTE TO PROVIDE AN ANNUAL SUBSCRIPTION FOR CACHE' ENTERPRISE CONCURRENT USER, MULTI SERVER FOR 400 USERS PER THE ATTACHED SPECIFICATIONS.  BID OPENING: JANUARY 24, 2013 AT 1:30 PM  SEE ATTACHED INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS.  THIS IS A REBID OF BHS12008						
0001	1	YR	920-45		\$419.00	\$167,600.00
ONE YEAR SUBSCRIPTION FOR CACHE ENTERPRISE  CONCURRENT USER, MULTI SERVER OR EQUAL						
0002	1	YR	920-45		\$435.76	\$174,304.00
YEAR TWO SUBSCRIPTION FOR CACHE ENTERPRISE  CONCURRENT USER, MULTI SERVER OR EQUAL						

01/24/13 09:45:49 AM  
 West Virginia Purchasing Division

SIGNATURE *Rina U...* TELEPHONE (240) 638-4483 DATE 01/23/2013  
 TITLE President FEIN 52-1574960 ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Solicitation**

NUMBER
BHS13019

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 804-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BBH/HF  
 ROOM 350  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3702 304-558-3672

DATE PRINTED
12/19/2012

BID OPENING DATE: 01/24/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	1	YR		920-45	\$453.19	\$181,276.00
YEAR THREE SUBSCRIPTION FOR CACHE ENTERPRISE						
CONCURRENT USER, MULTI SERVER OR EQUAL						
***** THIS IS THE END OF RFQ BHS13019 ***** TOTAL:						\$523,180.00

SIGNATURE <i>Russ Over</i>	TELEPHONE (240) 638-4483	DATE 01/23/2013
TITLE President	FEIN 52-1574960	ADDRESS CHANGES TO BE NOTED ABOVE

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

## BHS13019 – BID/COST SHEET

QUANTITY	ITEM	UNIT COST	TOTAL
For 400 Users	One (1) year Subscription for Cache Enterprise Concurrent User, Multi Server.	\$419.00	\$167,600.00
		<b>GRAND TOTAL</b>	\$167,600.00
For 400 Users	*Optional year one (1) Subscription for Cache Enterprise Concurrent User, Multi Server.	\$435.76	\$174,304.00
		<b>GRAND TOTAL</b>	\$174,304.00
For 400 Users	*Optional year two (2) Subscription for Cache Enterprise Concurrent User, Multi Server.	\$453.19	\$181,276.00
		<b>GRAND TOTAL</b>	\$181,276.00

\*Optional upon mutual agreement of renewal.

This contract will be awarded to the lowest responsible bidder with the lowest cost meeting specifications for a one (1) year Subscription to Cache Enterprise Concurrent User, Multi Server.

Vendor Name: Oleen Healthcare Information Management, Inc.

Address: 8609 Burning Tree Road, Bethesda, MD 20817

Telephone Number: (240) 638-4483

Fax Number: (501) 414-0636

Email: doleen@oleen.com

Signature: *Rim Olen* Date: 01/23/2013

RFQ No. BHS13019

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Oleen Healthcare Information Management, Inc.

Authorized Signature: *Ryan Oleen* Date: 01/23/2013

State of District of Columbia

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this 23<sup>rd</sup> day of January, 2013.

My Commission expires November 30, 2014.

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Barry D. Billet*  
Purchasing Affidavit (Revised 07/01/2012)

**BARRY D. BILLET**  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires November 30, 2014

WV-96A  
Rev. 9/11

**AGREEMENT ADDENDUM FOR SOFTWARE**

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

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

ACCEPTED BY:

**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR**

Oleen Healthcare Info

Company Name: Management, Inc.

Signed: Russ Olen

Title: President

Date: 01/23/2013

ATTACHMENT  
P.O.# **BHS13019**

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

Agreed

*Rina Oser*      01/23/2013  
Signature      Date

President  
Title

Oleen Healthcare Information  
Management, Inc.  
Company Name

\_\_\_\_\_  
Signature      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

**CERTIFICATION AND SIGNATURE PAGE**

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

Oleen Healthcare Information Management, Inc.

(Company)



(Authorized Signature)

Richard Oleen, President

(Representative Name, Title)

(240) 638-4483      (501) 414-0636

(Phone Number)

(Fax Number)

01/23/2013

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** BHS13019

**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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input 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 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.

Oleen Healthcare Information  
Management, Inc.

Company

  
Authorized Signature

01/23/2013

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.