

**Online Licensure Management System
For
West Virginia Dentists and Dental Hygienists Board of Examiners**

RESPONSE TO REQUEST FOR QUOTE

RFQ Number: BDE14001



14045 Ballantyne Corporate Place, Suite 550
Charlotte, NC 28277
888.548.5058
www.thoughtspantech.com
info@thoughtspantech.com

April 23, 2014

04/24/14 09:28:37AM
West Virginia Purchasing Division



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

Solicitation

NUMBER
BDE14001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE
 ThoughtSpan Technology LLC
 14045 Ballantyne Corp Pl
 Suite 550
 Charlotte, NC 28277

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DENTISTS & DENTAL HYGIENISTS
 BOARD OF EXAMINERS FOR
 1319 ROBERT C BYRD DR
 CRAB ORCHARD WV
 25827 252-8266

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DATE PRINTED
04/03/2014

BID OPENING DATE: 04/24/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
LICENSE MANAGEMENT SOFTWARE SOLUTION THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WV BOARD OF DENTISTRY, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE FOR THE ONE-TIME PURCHASE OF A LICENSURE MANAGEMENT SOFTWARE SOLUTION, INCLUDING WEBSITE DESIGN, CONTENT MANAGEMENT DATABASE SYSTEM, ADMINISTRATIVE INTERFACE AND CLOUD-BASED DOCUMENTATION PROGRAM, ALL TO STREAMLINE THE BOARD'S OPERATIONS IN THE AREAS OF LICENSING, RENEWALS, DISCIPLINE AND REGULATION, AND ALL PER THE ATTACHED DOCUMENTATION. ATTACHMENTS INCLUDE: 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. BDE14001 SPECIFICATIONS (INCLUDING PRICING PAGE) 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR						

SIGNATURE	TELEPHONE 704-804-5077	DATE 4-22-2014
TITLE President	FEIN 27-0610235	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Solicitation

NUMBER
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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD 304-558-0468

RFQ COPY

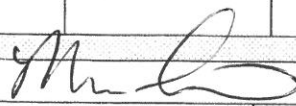
VENDOR
TYPE NAME/ADDRESS HERE ThoughtSpan Technology LLC 14045 Ballantyne Corp Pl Suite 550 Charlotte, NC 28277

SHIP TO
DENTISTS & DENTAL HYGIENISTS BOARD OF EXAMINERS FOR 1319 ROBERT C BYRD DR CRAB ORCHARD WV 25827 252-8266

DATE PRINTED
04/03/2014

BID OPENING DATE: 04/24/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
***** THIS IS THE END OF RFQ BDE14001 ***** TOTAL: _____						

SIGNATURE 	TELEPHONE 704-804-5077	DATE 4-22-2014
TITLE President	FEIN 27-0610235	ADDRESS CHANGES TO BE NOTED ABOVE

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

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.

ThoughtSpan Technology LLC

(Company)



(Authorized Signature)

Monroe Limer, President

(Representative Name, Title)

704-804-5077

704-234-6838

(Phone Number)

(Fax Number)

April 22, 2014

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

Authorized Signature:  Date: 4-23-14

State of North Carolina

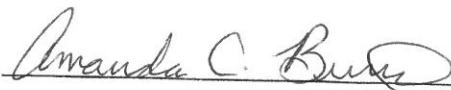
County of Mecklenburg, to-wit:

Taken, subscribed, and sworn to before me this 23 day of April, 2014.

My Commission expires March 17, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC



Purchasing Affidavit (Revised 07/01/2012)

AMANDA C BURNS
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Mar. 17, 2018

AGREEMENT ADDENDUM FOR SOFTWARE

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: ThoughtSpan Technology LLC

Signed: _____

Signed:  _____

Title: _____

Title: President

Date: _____

Date: 4-22-2014

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. N/A **Application is made for 2.5% resident vendor preference for the reason checked:**
Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

N/A Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

N/A Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

2. N/A **Application is made for 2.5% resident vendor preference for the reason checked:**
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. N/A **Application is made for 2.5% resident vendor preference for the reason checked:**
Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. N/A **Application is made for 5% resident vendor preference for the reason checked:**
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. N/A **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. N/A **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. N/A **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: ThoughtSpan Technology LLC

Signed: 

Date: 4-22-2014

Title: President

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Executive Summary

ThoughtSpan Technology LLC and its principals have been providing solutions for healthcare-related licensure boards for more than 2 decades. Over this time we have always provided a superior product and exemplary customer service while bringing value with our ability to quickly understand business requirements and translate that understanding to solutions that exceed expectations. We invite you to ask any of our existing customers about our value proposition and unparalleled customer support. We would be happy to provide contact information upon request for such inquiries.

Our Licensure Management System has been architected to satisfy the intricacies of healthcare licensure. As such, our solution will not require the Board to adapt business processes to fit the system or “live with” limitations of other generic occupational licensure systems. Our experience in this field and the vetting of the core components of our system (e.g., Management Dashboards, Advanced Reporting, Metric and Data Analysis, Online Payments, etc.) across many other industries and thousands of users, results in a solution that will satisfy the requirements of the Board today and for years to come.

The solution we propose will provide the licensees a seamless online interface for viewing and managing their licensure information throughout the license lifecycle – from initial license application submission to retirement requests and everything in between. The workload of the Board staff will be greatly reduced due to a variety of new efficiencies – elimination of paper application processing; reduction or elimination of licensee calls for application status updates as these will be available to licensee via the Gateway; unified, centralized database of all licensure data and workflows; automatic processing of notifications, escalations, etc. Literal efficiencies realized in other installations of our product result in processes formally taking days or sometimes weeks now reduced to hours.

In addition to the Gateway and online application submission, the online License Verification module will afford the public real-time, direct access to information regarding a licensee. This better serves and protects the public and reduces the time Board staff has to commit to these requests.

Other features of our system will serve to automatically satisfy audit requirements, enforce regulatory rules and guidelines for licensure, automate workflows for investigation and discipline proceedings and generally increase the speed and accuracy of the Board’s processes.

The Correspondence module will standardize document creation from Board workflows and enforce internal rules governing document review and approval. This will allow Board staff to create and maintain document templates over time in an electronic format, thus reducing printing costs or the cost of IT development.

In short, we have the best solution in the industry for healthcare related licensure management and we welcome the opportunity to prove that with this award.



3. General Requirements

3.1 Mandatory Contract Item Requirements

3.1.1 Website – The proposed solution will include a comprehensive website with secure access areas (the Gateway) via user name and password to allow licensees to access license information, maintain personal data, submit new applications (renewals, reinstatements, initial licensure, etc.) and track progress of submitted applications. There will be pages for general public consumption to accommodate all information deemed necessary including a license verification module. The administrative areas to be accessed by Board staff members only will afford full management functionality over all aspects of licensure, investigation and discipline.


3.1.1.1 The license verification module will allow verification lookup that returns real-time results and will dynamically present disciplinary orders and documentation as they are available in the system.



License Verification

Name:
License #:
Nurse Type:
Confirmation #:

LICENSE STATUS

 No License due to Discipline
For public documents prior to November 2006 for this licensee, please call (919) 782-3211 ext. 273, during normal business hours.

Charges/Discipline Against License/Privilege: YES

CHARGES/DISCIPLINE INFORMATION FOR THIS LICENSE/PRIVILEGE

Effective November 2006, the NC Board of Nursing began displaying public documents for charges and/or disciplinary actions taken against a license. For public documents prior to November 2006 for this licensee, please call (919) 782-3211 ext. 273, during normal business hours.

[Click here to display available public documents](#)

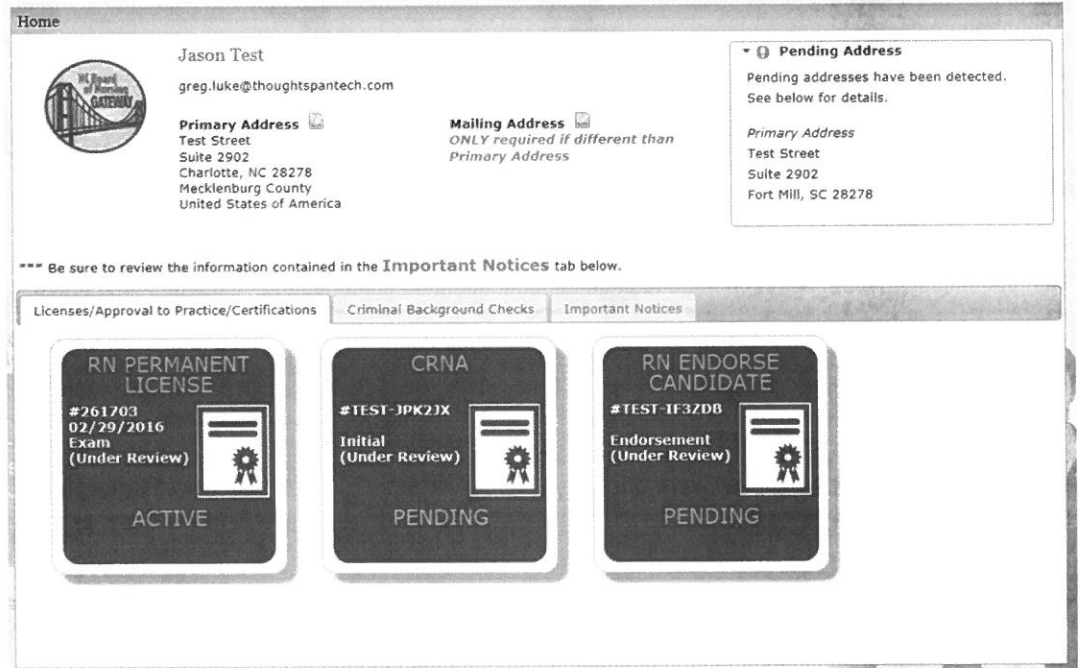
Important Notes:

- **Multistate Licensure Privilege:** Authority to practice as a licensed nurse in a remote state under the current license provided both states are party to the Nurse Licensure Compact and the privilege is not otherwise restricted.
- **Single State License:** Authority to practice as a licensed nurse only in the state of North Carolina and the privilege is not otherwise restricted.
- The NC Board of Nursing certifies that it maintains the information for the license verification function of this website and considers it to be a secure, primary source for license verification.
- The database used by this web site was last updated 04/22/2014 01:53:58 PM.

[Print Verification](#) [Select Another Verification](#) [Exit Verification Pages](#)



3.1.1.2 The Gateway – the secure access portal for licensees – will provide options for name change requests and address change requests. Based on the Board’s business rules and the type of data changed, these requests can be held for Board approval and can cause pending applications to be held pending Board approval. Associated documentation may be uploaded and stored in the system database. These documents will be part of the permanent record and will be associated with the correct application for review by the appropriate Board staff.



3.1.1.3 The Gateway will display an Application Status screen for any pending application that will include a checklist of all items associated with the application (for example CBC completion, ID Document receipt/review, etc.) and the current status of that item.



License Information - RN Permanent License (38176)

Applications License Status Files Application Status

Renewal > MOOD-7SZWD6 View Application

Description	Status
Application Received	⊙
Processed Continuing Competency	⊙
Processed Refresher Course	⊙
Payment Received	⊙
Court Documents Received	⊙
Occupational Documents Received	⊙
Processed Criminal Background Check	⊙

Legend: ⊗ = Incomplete ⊙ = Not Required ⊕ = Complete

Application Status
Please allow 6 - 8 weeks for processing of your application.

Continuing Competence
Your application is pending for completion of Continuing Competence requirements.

You are required to submit to the Board no later than your license expiration date or prior to reinstatement, an evidence submission form accompanied by copies of the required documentation (as specified on the evidence submission form). This form is available for printing at www.ncbon.com under Continuing Competence Forms.

To process and avoid losing your privilege to practice in NC and all other compact states, all Continuing Competence evidence should be submitted to the Board by the 20th of your renewal month or is required prior to reinstatement. Failure to respond to this request or failure to meet the Continuing Competence requirements in full will result in your license being placed on INACTIVE status until requirements have been met. You will not be able to practice in any nursing role on your NC license until compliance with Continuing Competence requirements is met and the license is returned to active status.

3.1.1.4 Licensees can submit address change requests via the Gateway. Based on Board business rules, these requests can be held for Board review and approval.

3.1.2 Content Management Database System



3.1.2.1 The proposed solution utilizes a MS SQL database for centralized storage of all data including uploaded and system generated documents and attachments.

3.1.2.2 The centralized database is the repository of all data, images, documents, attachments, etc. All data gathered via online apps is stored in the centralized DB of the administrative system. Additionally the application information that is presented to the licensee upon application submission in the form of a confirmation page is stored as a PDF and attached to the associated application in the database. Included in the solution is a Correspondence module that will allow authorized Board staff to create and maintain correspondence templates that can be used by the system in the workflow of a license application or process. These templates utilize replacement technology that will automatically insert data from the associated licensee/license/application, create a PDF that is attached to the appropriate licensee/license/application as part of the permanent record. These finalized documents can also be automatically emailed to the licensee if desired.

3.1.2.3 The solution contains a notification module that will automatically generate and transmit notifications via internal system alerts, email and/or postal mail based on the rules configured for a given process or notification. For example, the system will generate and send renewal reminders a specified number of days prior to license expiration, based on the parameters configured for that specific notification.



3.1.2.4 Our proposed solution contains a comprehensive audit trail. All activity on a license is documented including type of change, before and after values, date and time of change, and user making the change. Access to this data can be restricted to any users or groups deemed necessary. This access is maintained via the system security module. Additionally, all public access to licensure verification is logged with date, time, IP address and license checked. Staff can also add manual notes with attachments to document licensee contact and conversation. Any number of note categories and sub-categories can be configured. The red paperclip icons in the screenshots below are links to attachments.

Note Information				
Date/User	File	License	Process	Title/Text
04/01/2014 03:40 PM by TSPAN		TEST-IF3ZDB	TEST-NOTVPG	Process To Final Approval Process TEST-NOTVPG was marked FINAL APPROVAL by TSPAN Administrator at 4/1/2014 3:40:22 PM. The foll... L
04/01/2014 03:40 PM by TSPAN		TEST-R803P5		CBC Completed A Criminal Background Check was completed for Jason Test at 4/1/2014 3:40:18 PM.
04/01/2014 03:40 PM by TSPAN		TEST-R803P5		CBC Edited A Criminal Background Check was edited for Jason Test at 4/1/2014 3:40:11 PM. Application Type chan... L
04/01/2014 03:38 PM by TSPAN		TEST-R803P5	TEST-R803P5	Email To: greg.luke@thoughtspantech.com IMPORTANT NOTE: Results of your CBC cannot be processed until the E... L
04/01/2014 03:38 PM by TSPAN		TEST-R803P5	TEST-R803P5	Document Attached: LiveScan Forms Document attached to license TEST-R803P5 at 4/1/2014 3:38:35 PM. See document named LiveScan Forms.
04/01/2014 03:38 PM by TSPAN		TEST-R803P5	TEST-R803P5	Document Attached: Application Confirmation - TEST-R803P5 Document attached to license TEST-R803P5 at 4/1/2014 3:38:32 PM. See document named Application Conf... L
04/01/2014 03:38 PM by TSPAN		261703	TEST-ID2JFM	Process Under Review Process TEST-ID2JFM was marked UNDER REVIEW by TSPAN Administrator at 4/1/2014 3:38:14 PM. The foll... L

Access Log Viewer						
ID	Access Date	Confirmation #	Certificate #	Cert Type	IP Address	Type
3193	10/17/2013 12:37:19 PM	90QIHBNH	212659	RNP	127.0.0.1	LICVER
3192	10/17/2013 12:36:10 PM	UJZM5MCL	212659	RNP	127.0.0.1	LICVER
3191	10/17/2013 12:25:47 PM	ZRLVCBJM	212659	RNP	127.0.0.1	LICVER
3190	10/17/2013 12:35:06 PM	ZRLVCBJM	212659	RNP	127.0.0.1	LICVER
3189	10/15/2013 1:03:58 PM				127.0.0.1	GATEWAY
3188	10/11/2013 11:59:34 AM	I9HY7HHO	74469	NA2	127.0.0.1	GATEWAY
3187	10/11/2013 11:58:31 AM	QDLBFOON	74469	NA2	127.0.0.1	GATEWAY
3186	10/11/2013 11:58:28 AM	EW3PRSJA	74469	NA2	127.0.0.1	GATEWAY
3185	10/11/2013 11:12:11 AM	JOPUQ9PP	74637	NA2	127.0.0.1	GATEWAY
3184	10/11/2013 11:10:32 AM	Q6OF9PPU	74637	NA2	127.0.0.1	GATEWAY
3183	10/11/2013 11:08:57 AM	OC6IRCND	4176	LPN	127.0.0.1	LICVER
3182	10/9/2013 5:40:43 PM	3HUYZYGS	1	LPN	127.0.0.1	GATEWAY
3181	10/9/2013 5:40:07 PM	I9W9440I	1	LPN	127.0.0.1	GATEWAY
3180	10/9/2013 5:36:53 PM	G3WH93UR	1	LPN	127.0.0.1	GATEWAY
3179	10/9/2013 5:26:30 PM	HXM1ORLE	1	LPN	127.0.0.1	GATEWAY
3178	10/9/2013 5:25:34 PM	M28NZUBP	1	LPN	127.0.0.1	GATEWAY
3177	10/9/2013 5:34:58 PM	K2Y5F9VX	1	RNP	127.0.0.1	GATEWAY
3176	10/7/2013 10:25:13 PM	EJPSOBLF	74629	NA2	127.0.0.1	GATEWAY
3175	10/7/2013 10:22:56 PM	DMUARLV4	74629	NA2	127.0.0.1	GATEWAY
3174	10/7/2013 10:19:44 PM	WKITXBAU	74629	NA2	127.0.0.1	GATEWAY
3173	10/7/2013 10:13:11 PM	MCTIED9V	74629	NA2	127.0.0.1	GATEWAY
3172	10/7/2013 10:08:37 PM	DEJPO64B	74771	NA2	127.0.0.1	GATEWAY
3171	10/7/2013 6:59:26 PM	5S5YQTA2	74729	NA2	127.0.0.1	GATEWAY
3170	10/7/2013 6:56:20 PM	F2UTIDEF	74729	NA2	127.0.0.1	GATEWAY
3169	10/7/2013 6:55:38 PM	XH9W3UKK	74729	NA2	127.0.0.1	GATEWAY

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NEXT -->

3.1.2.6 The solution provides a full disciplinary and complaint case management module with configurable workflows for investigation and monitoring phases. There are no limitations to the number of complaints/cases that can be introduced.



3.1.2.7 The nature of the solution is compliance management. All processes and workflows in the system are configured around the regulatory compliance rules governing each particular process, workflow or application. The solution contains a full featured reporting module that allows authorized users to create, run and share reports based on almost any data element housed in the database as well as export report results to other formats (e.g., Excel, PDF) and schedule reports to run and be delivered to a user's dashboard automatically. The reporting module also provides graphing options. The system supports any attachment type allowed by the Board, including documents, video and audio files. There is the capability to disallow certain attachment types (like .exe files) that may be deemed harmful by the Board. Any attachment is available to authorized staff.

Name	Description
Accounting Reports	
Accounting Report - Pending Processes	This report allows the input of a license type, then retrieves any pending processes over 120 days old.
Duplicate Payments Report	Processes with duplicate payments.
Monthly Deferred Revenue	Summary of Posted Payments by Expiration Date for a given License Type, Process Type and Completed Date Range
NP Revenue	Report displaying revenue by day for all Nurse Practitioners.
Payment Received	Report to show when payment was received for accounting purposes.
Projection Report	Projection report allowing user to input an expiration date and license type to project a total for renewals
Third Party Payments	Report to show third party payments based on application type and date range.
Admin Reports	
Accounting Report - Master Report	The basis report for most of the accounting reports with filters included so you have greater input into the data being returned.
Cycle Time Detail Report	Process cycle time detail report.
APRN Reports	
Active Physicians	Report displaying number of active physicians by APRN type.
APRNs With Active Physicians	Report listing APRN licenses with active physicians.
APRNs With No RN	This report lists active APRNs with no active RN/RN Temp/Compact State RN.
National Certifications	Report that will display a list of national certifications and their expiration date.
NC APRN Program Completions	Report displaying number of NC APRN program completions.
NP Certified/Completed	Report displaying amount of Nurse Practitioners that have completed and/or certified in a given category.
CBC Reports	
CBC Report	CBC Report
Fingerprint Cards	This report displays nurse and address information for those without an active CBC with a primary address outside of NC or program code not within NC.
Continuing Competence	
Competencies Requesting Inactive	Number of licensees who were selected for audit, but requested inactive status instead of renewing.
Competency Statistics	General continuing competence audit statistics.
Completed Mailings	Report listing completed continuing competency applications with addresses.
Incomplete Competencies	Licensees selected for audit of which failed to submit competency data (coded inactive due to continued competency).
Data Request	
CNM Data Request	Data request report for the specified license type(s).
CNS Data Request	Data request report for the specified license type(s).
CRNA Data Request	Data request report for the specified license type(s).
NAII Data Request	Data request report for the specified license type(s).
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NAME		Application Statistics									
DESCRIPTION		Application Statistics for users to filter based on process completion date.									
GENERATED DATE		11/9/2013 9:21:35 PM									
DETAILS		Criteria: Pay Sts Code NOT IN REF,CAN Proc Sts Code <-> D									
		Input: Process Complete: 11/01/2012 to 11/01/2013									
		Sort: Pl.PmtPosted DESC									
Nurse Name	Type	Card#	Expiration	Process	Proc. Status	Card #	App Recvd	Proc Complete	Pay Type	Pay Status	Amount Posted
	RN Permanent License	126629	10/31/2015	Renewal	Complete	PO2N-F9R9V6	10/18/2013	10/23/2013	Credit Card	Processed	\$52.00 10/15/2013
	Criminal Background	SPBS-K3C3BK		CBC Payment	Complete	SPBS-K3C3BK	10/21/2013	10/21/2013	Credit Card	Processed	\$38.00 10/21/2013
	Med Aide RN Instructor	81538	10/31/2013	Renewal	Complete	BAKE-M9W9LV	10/11/2013	10/11/2013	Batch Payment	Processed	\$25.00 10/11/2013
	NASL Listing	74637	09/30/2015	Renewal	Complete	KAMH-4TKKCV	10/11/2013	10/16/2013	Credit Card	Processed	\$24.00 10/11/2013
	Criminal Background	PURC-0DR3VX		CBC Payment	Complete	PURC-0DR3VX	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	GREB-HH97C3		CBC Payment	Complete	GREB-HH97C3	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	BAAR-000832		CBC Payment	Complete	BAAR-000832	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	BEAT-GTDSKH		CBC Payment	Complete	BEAT-GTDSKH	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	SHER-VGNLE6		CBC Payment	Complete	SHER-VGNLE6	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	COPE-HQJW4F		CBC Payment	Complete	COPE-HQJW4F	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	MORG-ZSFR9A		CBC Payment	Complete	MORG-ZSFR9A	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Criminal Background	POBN-TZ83B2	10/05/2014	CBC Payment	Complete	POBN-TZ83B2	10/07/2013	10/07/2013	Credit Card	Processed	\$38.00 10/07/2013
	Nurse Practitioner	5006143	09/30/2014	Physician Maint	Complete	MACH-1951MR	10/06/2013	10/06/2013	Credit Card	Processed	\$100.00 10/06/2013
	Certified Nurse Midwife	311	02/28/2014	Physician Maint	Complete	GREB-ASCHUR	10/06/2013	10/06/2013	Credit Card	Processed	\$100.00 10/06/2013
	Criminal Background	DILL-158805		CBC Payment	Complete	DILL-158805	10/05/2013	10/05/2013	Credit Card	Processed	\$38.00 10/05/2013
	Nurse Practitioner	3005709	11/30/2014	Physician Maint	Complete	NGUN-39A7D	10/01/2013	10/02/2013	Credit Card	Processed	\$100.00 10/02/2013
	RN Permanent License	37040	08/30/2015	Renewal	Complete	MELO-CE5Q29	09/27/2013	09/30/2013	Credit Card	Processed	\$92.00 09/27/2013
	Nurse Practitioner	5005709	11/30/2014	Renewal	Complete	NGUN-39A7D	09/26/2013	09/26/2013	Credit Card	Processed	\$50.00 09/26/2013
	Criminal Background	BAZE-S4U5G6		CBC Payment	Complete	BAZE-S4U5G6	09/26/2013	09/26/2013	Batch Payment	Processed	\$38.00 09/26/2013
	Criminal Background	FREL-9HACT6		CBC Payment	Complete	FREL-9HACT6	09/26/2013	09/26/2013	Batch Payment	Processed	\$38.00 09/26/2013
	Criminal Background	SHIT-495W4N	09/19/2014	CBC Payment	Complete	SHIT-495W4N	09/26/2013	09/26/2013	Batch Payment	Processed	\$38.00 09/26/2013
	Criminal Background	BLUZ-60MRZV	09/17/2014	CBC Payment	Complete	BLUZ-60MRZV	09/26/2013	09/26/2013	Batch Payment	Processed	\$38.00 09/26/2013
	Criminal Background	HILL-6R4ZDV	09/11/2014	CBC Payment	Complete	HILL-6R4ZDV	09/26/2013	09/26/2013	Batch Payment	Processed	\$38.00 09/26/2013
	Nurse Practitioner	5002731	10/31/2013	Renewal	Complete	OTT-F80CZ9	09/25/2013	09/25/2013	Credit Card	Processed	\$50.00 09/25/2013
	Nurse Practitioner	CANT-H4XJXZ		Registration	Complete	CANT-H4XJXZ	09/18/2013	09/18/2013	Credit Card	Processed	\$25.00 09/18/2013
	Nurse Practitioner	5006643	09/30/2014	Forfe	Complete	MACH-505FZP	09/13/2013	09/13/2013	Credit Card	Processed	\$100.00 09/13/2013
	Nurse Practitioner	5005143	09/30/2014	Registration	Complete	MACH-13H3SF	09/13/2013	09/13/2013	Credit Card	Processed	\$25.00 09/13/2013
	Criminal Background	SHAW-ZDV6BN	08/22/2014	CBC Payment	Complete	SHAW-ZDV6BN	08/22/2013	08/22/2013	Batch Payment	Processed	\$38.00 08/22/2013
	Criminal Background	WARR-DR7W99		CBC Payment	Complete	WARR-DR7W99	08/09/2013	08/09/2013	Credit Card	Processed	\$38.00 08/09/2013
	Criminal Background	WARR-SMUW64		CBC Payment	Complete	WARR-SMUW64	08/09/2013	08/09/2013	Credit Card	Processed	\$38.00 08/09/2013
	Nurse Practitioner	5005078	08/31/2013	Physician Maint	Complete	HOON-SF2B67	08/08/2013	08/08/2013	Credit Card	Processed	\$100.00 08/08/2013
	Nurse Practitioner	5005078	08/31/2013	Physician Maint	Complete	HOON-HCL1T5	08/08/2013	08/08/2013	Credit Card	Processed	\$100.00 08/08/2013

3.1.2.8 Continuing Education is tracked in the system where applicable. There is an audit module that will randomly pick licenses per renewal cycle for Continuing Education audit by the Board if desired. Continuing Education can be a required checklist item on any applicable application and will thereby have to be approved by Board staff before completion/approval of the application.

3.1.2.9 The Correspondence Module will maintain templates for licenses, certificates, wallet cards and general correspondence pertaining to licensure processes. At specified times during an application lifecycle, the appropriate documents are generated and dispensed by the system. For example, at the completion/Board approval of an initial licensure application an approval letter, license document and wallet cards are automatically generated, attached to the application and license and emailed (assuming a valid email address is on file for the licensee) to the licensee. These documents are also available to the licensee via the Gateway for download and printing. Envelopes/mailling labels are created using the reporting module and the integrated export to Excel function.

3.1.2.10 Our proposed solution contains a comprehensive audit trail. All activity on a license is documented including type of change, before and after values, date and time of change, and user making the change. These records in the database are available for reporting.

3.1.2.11 The proposed solution will allow authorized users to maintain certain information available on the public site. User dashboards in the administrative system can be configured to present data pertinent to certain users or user groups such as executive management, licensure manager, enforcement and investigative manager, etc. Authorized users can



create, edit and share reports using the integrated reporting module. Virtually any data element in the database can be used in the reporting module.

3.1.2.12 The system includes comprehensive data search functions that allow users to search the entire database, even inside attached documents, for related content. Additionally all data grids and lists in the system have filter mechanisms that allow users to refine the results displayed. These filters can be saved by each user for future use.

3.1.2.13 Licensee data is part of the system's data structure. This includes name, address, contact information, PII, demographic data, etc. As with all other data elements, these are available for reporting via the reporting module.

3.1.2.14 Any custom report can be created, including inspection reports, via the reporting module. Licensee rosters, application lists, etc. are all reports that can be created via the reporting module.

3.1.2.15 Our proposed solution contains a comprehensive audit trail. All activity on a license is automatically documented including type of change, before and after values, date and time of change, and user making the change.



Note Information	
Associated License:	Criminal Background - TEST-R803P5
Create Date:	4/1/2014 3:40:11 PM
Create User:	TSPAN
File:	
Note Title:	CBC Edited
Note Text:	A Criminal Background Check was edited for Jason Test at 4/1/2014 3:40:11 PM. Application Type changed from " to 'END' Findings changed from " to 'N' Application Sent Date changed from '4/1/2014 3:38:11 PM' to '04/01/2014' Application Received Date changed from " to '04/01/2014' Application Resent Date changed from " to '04/01/2014' SBI Sent Date changed from '4/1/2014 3:38:11 PM' to '04/01/2014' SBI Received Date changed from " to '04/01/2014' SBI Resent Date changed from " to '04/01/2014'

3.1.2.16 User tasks are workflow tools available in the system. Tasks may be created as part of any workflow. Tasks may be automatically assigned by the system, manually assigned by a manager or manually chosen by users. Activity on a task is tracked and stored for audit purposed, metric reporting and efficiency measurements.

View Task	
Task ID:	28
Assigned User:	TSPAN
Schedule Date:	10/17/2013 01:59 PM PST
Task Type:	Address Approve or Decline
Nurse:	
Certification #:	
Process:	

Completion Info	
Resolution:	Success
Completed User:	TSPAN
Actual Start Date:	10/17/2013 01:59:37 PM
Actual End Date:	10/17/2013 01:59:57 PM

Additional Info	
Phone Number:	
Notes:	Requested Mailing Address Change: Mailing address change line two Arlington, VA 22222 United States of America

User	Started	Changed	Ended	Progress
TSPAN	10/17/2013 1:59:37 PM	10/17/2013 1:59:57 PM	10/17/2013 1:59:57 PM	DONE_SUCCESS



3.1.2.17 The system includes an integrated payment module used to collect online payments for applications. This module collects PCI data and integrates with third party merchant accounts or agency approved government collection services. The module can be setup to allow manual staff payment entry as well as the integration into the applications.

Payment

Please select your payment method by clicking on the tab below. Please fill out all required fields on the form.

- \$92.00 (1) - RN Permanent License Renewal

Your total is **\$92.00. FEE IS NON-REFUNDABLE.**

Credit/Debit Card Pay by Check

Payment options include debit or credit card (MasterCard or Visa only). Please fill out all required fields below. The information applies to the cardholder and must match with MasterCard or Visa for authorization of payment.

First/Last Name:

Address:

City, State/Province, Zip:

Country:

Card #:

CVC #: What's this?

Expire Month/Year:

Card Type:

< Previous
Authorize Payment >

3.1.3 Administrative Interface

3.1.3.1 The solution includes an admin module, accessible by authorized users, that facilitates management of many facets of the system, both in the backend interface as well as the Gateway and the public facing interface. Workflow components, reporting components, statuses, categories, security parameters among many other facets for the backend and Gateway are maintained via the admin module. Public facing components such as news articles, downloadable documents/forms/photos/images, streaming media (video and audio), calendars and event schedules can be maintained via an admin console. The notifications will operate through the correspondence module and will employ the same replacement technology as the licensee documents. These notifications will then be available on the public site as PDFs. Included in our solution is the survey module that will allow Board staff to create and manage surveys for both the public and the licensee population.



3.1.4 Cloud-Based Documentation Program – The Correspondence module will be the basis for the document management functionality. This is integrated with the database and the rest of the system. The module allows creation and maintenance of document templates with auto save and versioning.

3.1.4.1 Authorized users of the system may access the documents.

3.1.4.2 Access to document and template creation, review and markup are controlled by the system security module and is available to authorized users.

3.1.4.3 Document notes can be added by document author and document reviewer (for those documents that are configured to require review prior to finalization). These notes become part of the permanent record for that document.

3.1.4.4 The Correspondence module contains text editing/formatting tools much like MS Word including options like underline, bold, highlight, etc.

3.1.4.5 The Correspondence module is integrated with the database and the rest of the system.

Document Management Dashboard					
Name ▲	Status	Category	Availability	Public	Delete
Employer 3 Month Survey Letter-AP, CDDP	Active	Discipline - Compliance	Email & Mail	No	X
Employer Completion Survey Letter-IP	Active	Discipline - Compliance	Email & Mail	No	X
Employer Return to Work Letter-AP, CDDP	Active	Discipline - Compliance	Email & Mail	No	X
Employer Return to Work Letter-IP	Active	Discipline - Compliance	Email & Mail	No	X
Endorsement Coversheet	Active	Endorsement	Mail Only	No	X
Exam Application Received Coversheet	Active	Exam	Mail Only	No	X
Exam Failure Coversheet	Active	Exam	Email & Mail	No	X
Exam Licensed Coversheet	Active	Exam	Mail Only	No	X
Fee-Alternative 1st Late Letter	Active	Discipline - Compliance	Email & Mail	No	X
Fee-Paid in Full Letter	Active	Discipline - Compliance	Email & Mail	No	X
Fee-Second Late Letter	Active	Discipline - Compliance	Email & Mail	No	X
Fee-Settlement 1st Late Letter	Active	Discipline - Compliance	Email & Mail	No	X



Document Management - Template Editor


Name: LiveScan Forms Status: Active Review: Inactive Public: No Category: General Letter Availability: Email & Mail Orientation: Portrait Watermark: No Notes:	Revision 2 - 04/25/2012 09:09:15 Revised by TSPAN Administrator (TSPAN)
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Source Undo Redo Print Find Help

B **I** **U** **S** **X** **X** Align Left Align Center Align Right Justify

Table Insert Link Unlink Image Media


Format Font Size



ROY COOPER
ATTORNEY GENERAL

NORTH CAROLINA
STATE BUREAU OF INVESTIGATION
DEPARTMENT OF JUSTICE

3320 GARNER ROAD
PO Box 29500
RALEIGH, NC 27626-0500
(919) 662-4500
FAX: (919) 662-4523



GREGORY S. MCLEOD
DIRECTOR

ELECTRONIC FINGERPRINT
SUBMISSION RELEASE OF INFORMATION

I authorize the North Carolina Department of Justice through the State Bureau of Investigation, Criminal Information and Identification Section, to perform a national criminal history record check in connection with my application for license with the **North Carolina Board of Nursing** pursuant to NCGS 114-19-11.

I understand that the North Carolina State Bureau of Investigation, Criminal Information and Identification Section, the Federal Bureau of Investigation, and its officials and employees shall not be held legally accountable in any way for providing this information to the above named agency, and I hereby release said agency and persons from any and all liability which may be incurred as a result of furnishing such information. I understand that the above named agency cannot provide a hard copy of the results of this criminal history record check to me.

Applicant/Licensee's Signature (INurse Name - Formatted!)	Date
--	------

I authorize the above named subject to be fingerprinted and have the fingerprints submitted to the SBI electronically.

<i>Barbara Nelson</i>	(System Date!)
Agency Authorized Official's Signature	Date

4. Performance



4.1 Installation and Implementation – The 150 calendar day timeline is understood.

4.1.1 We will conduct 2 onsite visits prior to implementation (one visit to be a training visit). This cost will be included in our quote.

4.1.2 A complete project schedule will be provided within 10 days of award.

4.1.3 Data conversion costs will be included in our quote.

4.1.4 We will coordinate and execute a notification plan with the Board. This will be part of the cost quote and will be included in the project schedule.

4.1.5 The user help/documentation is an integrated part of the system. It is context based so wherever you are in the system, if you click the help link it will give you help information based on that area.

4.1.6 We will conduct one on-site training visit with additional training sessions, if necessary, via web meeting. Training of additional license users will be included with the cost of the additional user license.

4.2 Acceptance – Understood**4.3 Maintenance and Support** – Understood**4.3.1 User Help Desk**

4.3.1.1 We provide 24x7 technical support via our support telephone access and our online support ticketing system.

4.3.1.2 We generally support all aspects and user levels of our software.

4.3.1.3 We have a variety of support mechanisms to work directly with users.

4.3.2 Software Patches and New Releases

4.3.2.1 All version updates, patches and subsequent builds will be scheduled and coordinated with the Board.

4.3.3 Customization of the System

4.3.3.1 Understood

4.3.3.2 Understood

4.3.3.3 Understood



4.3.3.4 Understood

4.3.3.5 Understood

4.3.4 Hosting Services

4.3.4.1 Our quote includes costs for hosting and maintaining the system.

4.3.4.2 Scheduled maintenance will be coordinated with the Board and will be performed at off-peak hours.

4.3.4.3 Unplanned outages and expected duration will be communicated immediately to the Board.

4.3.4.4 Included in this quote are data and system backup processes. A full DR plan will be provided upon to the Board upon contract award.

4.3.5 General Information

4.3.5.1 A copy of our standard terms and conditions is found in Attachment A.

10. Miscellaneous

a. Contract Manager:

Name: Monroe Limer

Phone: 704-804-5077

Fax: 704-234-6838

Email: monroe.limer@thtspn.com



Attachment A – Sample Terms and Conditions

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the “Agreement”) is made and entered into as of this the ____ day of _____, 20__ (the “Effective Date”), by and between THOUGHTSPAN TECHNOLOGY, LLC, a North Carolina limited liability company (“Licensor” or “ThoughtSpan”), and the _____, a _____ company (“Licensee”).

Statement of Purpose

- a. Licensor has developed and distributes certain software programs; and
- b. Licensee desires to license such software programs under the terms and conditions set forth in this Agreement.

Statement of Agreement

Based on the above premises and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Definitions.** As used herein, the following terms, when used in the singular, plural, or possessive form shall have the respective meanings set forth below:
 - 1.1. “Consideration” shall mean, collectively, the fees or other consideration set forth in Schedule A, attached hereto and incorporated herein by reference.
 - 1.2. “Documentation” shall mean the current operating manual(s) for use of the Licensed Software and all other documentation provided by Licensor with respect to the Licensed Software, whether in written form or in electronic form as help files or in other electronic format, and all updates to same.
 - 1.3. “Licensed Software” shall mean the software described in Schedule A, attached hereto and incorporated herein by reference, in Object Code form only, and all updates, bug fixes, new versions, and modifications provided to Licensee, including without limitation all customizations pursuant to Schedule B.
 - 1.4. “Object Code” shall mean the code that can be executed directly or indirectly by a computer’s central processing unit, including, without limitation, compiled machine readable binary code, human readable scripts and interpreted code or other code that does not need to be compiled before execution. Object Code shall not include code in human-readable form.



- 1.5. "Source Code" shall mean the human-readable code that produces the compiled machine-readable form of Object Code.
 - 1.6. "Third Party Hardware" shall mean any computer equipment listed on Schedule D attached hereto. Any Third Party Hardware listed on Schedule D shall be deemed to be part of the System (as hereinafter defined). If Schedule D is not attached hereto or if Schedule D is attached hereto but includes a note that no Third Party Hardware is being supplied to Licensee, then Licensee acknowledges that no Third Party Hardware or any other computer equipment is being supplied by Licensor to Licensee pursuant to this Agreement.
 - 1.7. "Third Party Software" shall mean any computer software which is distributed by Licensor hereunder but which is owned by other unaffiliated third parties and is listed in Schedule D attached hereto.
2. **License.** Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a personal, perpetual, non-transferable (except to Licensee's successors and assigns) and non-exclusive license to use the Licensed Software in Object Code form and the applicable Documentation for Licensee's normal business purposes only. In connection with this license, Licensee may make a reasonable number of copies of the Licensed Software for backup and archival purposes only except as otherwise set forth in Schedule A.
3. **Fees and Other Consideration.**
- 3.1. In consideration of the license to the Licensed Software granted to Licensee under this Agreement, Licensee shall pay to Licensor the fees and any other consideration set forth in Schedule A.
 - 3.2. Except as otherwise set forth in Schedule A, all undisputed fees and other charges (if any) shall be due thirty (30) days after the date of Licensee's acceptance of the Licensed Software. Licensee shall pay a late payment charge on any undisputed amount that remains unpaid after it is due, computed at the rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law.
 - 3.3. Any fees do not include shipping charges, or any sales, use, withholding, excise or other taxes now or hereafter imposed on the production, storage, transportation, import, export, licensing or use of the Licensed Software provided under this Agreement. Such expenses and taxes shall be paid by Licensee. Licensee shall reimburse Licensor for any such expenses or taxes that Licensor is required to pay (other than taxes on Licensor's income).
 - 3.4. Fees for standard installation and setup of the Licensed Software on Licensee's System and customizations per Licensee's specifications shall be as set forth in Schedule A attached



hereto. Any additional installation, setup or training time shall be paid for by Licensee within thirty (30) days of invoicing therefore at the Licensor's hourly rates at the time services are rendered.

4. **Obligations of the Parties.**

- 4.1. Computer System. Licensor will provide a hosting environment for the System as set forth in Schedule D. Payment terms for this hosting service will be as set forth in Schedule A.
- 4.2. Maintenance. Licensor shall have no obligation to maintain or enhance the Licensed Software except as otherwise set forth in Schedule C.
- 4.3. Support. Licensor shall have no obligation to provide ongoing support of the Licensed Software except as otherwise set forth in Schedule C.
- 4.4. Escrow. Within ten (10) days following the Licensee's acceptance of the production version of the software, Licensee will establish an escrow agreement (the "Escrow Agreement") with a third party escrow agent ("Escrow Agent") and will within ten (10) days of the Licensee's acceptance of the production version of the software deposit with Escrow Agent a copy of the Source Code to the Licensed Software, including, but not limited to, all relevant commentary, compilation instructions, explanations and other documentation of the Source Code ("Escrow Materials"). During the Term of the Agreement, Licensor shall keep and maintain a current copy of the Escrow Materials in escrow with the Escrow Agent with such updated Escrow Materials to be deposited with the Escrow Agent no later than on a calendar quarter basis. The Escrow Agreement will, at a minimum, authorize the Escrow Agent to release such Escrow Materials to Licensee in the event that: (i) Licensor or its successor entity ceases to function as a going concern, ceases to do business or is otherwise liquidated or dissolved (other than through a reorganization in which the ongoing business of such liquidated or dissolved party shall be substantially continued by a surviving entity) or (ii) Licensor fails to provide support and maintenance services as required under this Agreement. Upon a release of the Escrow Materials from escrow, Licensee shall have the right under the terms of the Escrow Agreement to obtain a copy of the Escrow Materials for the limited purpose of using the Licensed Software in accordance with the terms and conditions of this Agreement and the Escrow Agreement. Licensor hereby grants to Licensee a worldwide, irrevocable, fully paid-up, royalty-free and non-exclusive right to copy, use and make derivative works of the Escrow Materials to support and maintain the Licensed Software.

5. **Restrictions on Use and Transfer.**

- 5.1 Transfer and Use Restrictions. Licensee shall not derive or attempt to derive the Source Code or structure of all or any portion of the Licensed Software by reverse engineering, disassembly, decompilation or any other means. Licensee shall not give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, transfer or distribute any portion of the Licensed Software or the Documentation or other rights to any third party, including, but



not limited to Licensee's subsidiaries and affiliates; provided, however, that Licensee may assign the Licensed Software with this Agreement to its successors and assigns. Licensee shall not publish the results of any benchmark tests run on the Licensed Software. Licensee shall not modify, translate, patch, alter or otherwise change the Licensed Software or Documentation or any part thereof, or create any derivative works of the Licensed Software or Documentation or any part thereof.

- 5.2 Maximum Number of Users. Licensee acknowledges that the product license fee payable by Licensee as provided in Section 3 above is based in part on the number of users of Licensee. Licensee's use of the Licensed Software is limited to use in connection with the maximum number designated on Schedule A. Licensee agrees that the use of the Licensed Software by the users of Licensee shall not exceed the maximum number designated on Schedule A. Licensee may increase the maximum number of users licensed upon written request and payment of additional fees.

6. Proprietary Rights.

- 6.1. Scope. All right, title, and interest in and to the Licensed Software, including, without limitation, all copyright, patent, trademark, trade secret and other intellectual property rights in and to the Licensed Software shall remain with Licensor, and Licensee shall obtain only the license as specified in Section 2 above to use the Licensed Software and Documentation, subject to all of the terms and conditions of this Agreement.
- 6.2. Legends. Licensee shall not remove, deface, or otherwise obscure any copyright, patent, trademark, service mark, or other proprietary legend ("Proprietary Legends") on either the Licensed Software or Documentation. Furthermore, Licensee shall include such Proprietary Legends in any reproductions of either the Licensed Software or Documentation that Licensee is permitted to make.

7. Indemnification.

- 7.1. By Licensor. Licensor will, at its expense, defend, indemnify and hold Licensee its officers, managers, members, employees and agents harmless from and against any and all claims, penalties, losses, liabilities, judgments, settlements, awards, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising from any actual or threatened action or proceeding by a third party (a "Claim") that the Licensed Software (including any Third Party Software) and/or



Licensee's authorized use of the Licensed Software (including any Third Party Software infringes any third party intellectual property rights. In the event that Licensee is enjoined from using the Licensed Software or Licensee believes such an injunction may issue, Licensor shall, at its option, either procure for Licensee the right to continue using the Licensed Software without any additional charge, or replace or modify the Licensed Software so that it becomes non-infringing without any loss of functionality. If, in Licensor's reasonable business or legal opinion, neither option is feasible, Licensee will return the infringing Licensed Software to Licensor, the license granted herein will be terminated and Licensor will reimburse Licensee a pro rata portion of the license fees paid for the returned Licensed Software, depreciated over a seven (7) year life. If Licensee elects to continue using the Licensed Software rather than return it to Licensor, Licensor shall have no further liability to Licensee. Notwithstanding the foregoing, Licensor will not indemnify Licensee for infringement if: (i) Licensee has modified the Licensed Software without Licensor's assistance, if the infringement would not have arisen but for the modification; (ii) Licensee uses the Licensed Software in conjunction with software, hardware or other equipment not authorized in the Documentation or approved by Licensor, if the use of the Licensed Software as originally provided or alone would not be infringing; or (iii) the infringement arises from customizations to the Licensed Software made by Licensor in compliance with Licensee's specifications, if and the infringement would not have arisen but for the customizations. The foregoing states Licensee's exclusive remedy and Licensor's sole liability for any intellectual property infringement claims.

8. **Warranty, Remedies and Disclaimer of Warranties.**

- 8.1 Licensed Software Warranty. Licensor warrants that the Licensed Software (including all Third Party Software) will perform in accordance with the applicable Documentation, including without limitation Licensor's current published specifications as set forth in the applicable Documentation when installed for a period of ninety (90) days (the "Warranty Period") after delivery and will be free of defects which substantially affect system performance during the Warranty Period. Licensor shall use its best efforts to promptly correct any and all nonconformities.
- 8.2 Hardware Warranty. Licensor further warrants that the hardware described on Schedule D attached hereto is sufficient for the intended operation of the current version of the Licensed Software as of the Effective Date and Licensor hereby approves such hardware. THIRD PARTY HARDWARE IS PROVIDED AS-IS AND WITHOUT ANY WARRANTY EXPRESS OR IMPLIED BY LICENSOR. Any warranties applicable to the Third Party Hardware are solely those of the third-party manufacturer of such Third Party Hardware.



- 8.3 **Services Warranty.** Licensor warrants that the services performed by Licensor hereunder, including without limitation the implementation services set forth on Schedule A, shall be performed in a good and workmanlike manner in accordance with industry standards and shall conform to the requirements for such services set forth in this Agreement and the attachments attached hereto. Licensor shall use its best efforts to promptly correct any and all nonconformities in the work product resulting from the services.
- 8.4 **No Disabling Devices.** To the best of Licensor's knowledge, the Licensed Software shall contain no virus. The Licensed Software shall contain no code or other device that is intended to damage, suspend operation of, or alter the Software or data processed by the Licensed Software ("Disabling Devices"). Devices included in the Licensed Software to limit use of the Licensed Software in accordance with the license terms of this Agreement or any Third Party Agreement shall not be deemed to be Disabling Devices.
- 8.5 **DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NONINFRINGEMENT, OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT LICENSEE'S USE OF THE LICENSED SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED, NOR DOES LICENSOR MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE LICENSED SOFTWARE.**

9. **Limitation of Liability**

- 9.1 **EXCLUDED LIABILITY. OTHER THAN FOR LICENSOR'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES, OR ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), REGARDLESS OF WHETHER LICENSOR WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.**



- 9.2 **CAP ON LIABILITY. OTHER THAN FOR LICENSOR'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, EXCEED THE TOTAL LICENSE FEES PAID BY LICENSEE UNDER THIS AGREEMENT.**

10. Term and Termination.

- 10.1. Term. The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with this Section 10.
- 10.2. Termination for Material Breach. Either party may terminate this Agreement in the event the other party materially breaches the terms of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach. Notwithstanding the foregoing, if Licensee shall be in breach of any obligation to make any payment of undisputed fees owing to Licensor hereunder, Licensor may terminate this Agreement upon ten (10) days prior written notice to Licensee. Any such termination shall not relieve Licensee of any such obligation to pay.
- 10.3. Effect of Termination for Material Breach. Upon a termination for material breach of this Agreement, the license and rights granted hereunder shall immediately terminate as of the effective date of such termination. Within ten (10) days following termination for material breach of this Agreement, Licensee shall deliver to Licensor or destroy the original and all copies, in whole or in part, in any form, of the Licensed Software and Documentation, and an officer of Licensee shall certify the foregoing in writing to Licensor. Survival of any provisions of this Agreement shall be set forth in Section 14.8 hereof.

11. Confidentiality; Ownership.

The parties agree that the terms of that certain mutual non-disclosure agreement between the parties dated _____ (the "NDA") shall govern all disclosures of Confidential Information (as such term is defined in the NDA) hereunder and shall survive for the term of this contract. Licensee shall own all right, title and interest in and to Licensee's Confidential Information and all customizations created by Licensor for Licensee. Licensor hereby assigns all right, title and interest in and to the Customizations to Licensee and shall take any and all actions reasonably required by Licensee to affect the transfer of ownership of the Customizations to Licensee.



12. Government Regulations.

- 12.1. Restricted Rights. The Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure of the Licensed Software by any department or agency of the federal government is subject to restriction as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. For purposes thereof, "Contractor" is Licensor.
- 12.2. Export Controls. Licensee shall not export or transmit the Licensed Software or any part thereof, directly or indirectly, to any restricted countries or in any manner that would violate the Export Administration Act of 1979, as amended, or any United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to United States law.

13. Certification.

Upon Licensor's written request, Licensee's Executive Director shall execute a written certification as to the number of users and copies of the Licensed Software then in use by Licensee.

14. General.

- 14.1. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina (including its Uniform Commercial Code), but without giving effect to its laws or rules relating to conflicts of laws, UCITA or to the United Nations Convention on Contracts for the International Sale of Goods.
- 14.2. Priority of Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Schedule annexed hereto or any document referred to in this Agreement or in any Schedule hereto, the provisions of this Agreement shall prevail and govern its interpretation and construction.
- 14.3. Arbitration. The parties shall settle any controversy arising out of this Agreement by negotiation. In the event such controversy cannot be resolved by negotiation after thirty (30) days, either party may seek binding arbitration by notifying the American Arbitration Association ("AAA"). Such arbitration shall be conducted under AAA's commercial arbitration rules by a single arbitrator appointed by AAA. The arbitration shall be held in Raleigh, North Carolina. The decision of the arbitrator shall be final and binding on the



parties and may be enforced in any court of competent jurisdiction by either party. The arbitrator may award attorney's fees and costs as part of the award. The foregoing dispute resolution procedures shall not restrict either party's right to seek immediate injunctive relief or to terminate this Agreement according to the provisions of Section 10 of this Agreement.

- 14.4. No Joint Venture. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or employment relationship among the parties hereto nor shall any party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other party.
- 14.5. Assignment. Neither party may assign any of its rights under this Agreement nor delegate its duties hereunder to another person or legal entity without the prior written consent of the other party; provided, however, that either party may assign this Agreement to its successor in a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective trustees, successors, permitted assigns and legal representatives.
- 14.6. Non-Waiver. A failure of any party hereto to exercise any right given to it hereunder, or to insist upon strict compliance by another party of any obligation hereunder, shall not constitute a waiver of the first party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any party of a particular default by another party shall not be deemed a continuing waiver so as to impair the aggrieved party's rights in respect to any subsequent default of the same or a different nature.
- 14.7. Captions and Paragraph Headings. Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 14.8. Survival. The provisions of Sections 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive the expiration or termination of this Agreement for any reason.
- 14.9. Notices. All notices or other communications that shall or may be given pursuant to this Agreement, shall be in writing, in English, shall be sent by certified or registered air mail with postage prepaid, return receipt requested, by facsimile, telex or cable communication, or by hand delivery. Such communications shall be deemed given and received upon confirmation of receipt, if sent by facsimile, telex, or cable communication; or upon delivery if hand delivered; or upon receipt of mailing, if sent by certified or registered mail, and shall be addressed to the parties to such addresses as the parties may designate in writing from time to time.
- 14.10. Contingencies. Neither party will have the right to claim damages or to terminate this Agreement as a result of the other's failure or delay in performance (other than with respect to



payment obligations) due to circumstances beyond its reasonable control, such as labor disputes, strikes, lockouts, shortages of or inability to obtain labor, fuel, raw materials or supplies, war, riot, insurrection, epidemic, act of God, act of the other party or governmental action not the fault of the non-performing party.

- 14.11. Severability. If any part of this Agreement is found invalid or unenforceable, it shall be enforced to the maximum extent permitted by law, and other parts of this Agreement shall remain in force.
- 14.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14.13. Entire Agreement. This Agreement, including the Exhibits attached hereto, contains the full understanding of the parties and supersedes all prior or contemporaneous agreements and understandings (except any existing non-disclosure agreement in effect between the parties, which shall continue according to its terms), written or oral, between the parties with respect to the subject matter hereof, and there are no representations, warranties, agreements or understandings other than those expressly contained herein. No alteration, modification, variation or waiver of this Agreement, or any of the provisions hereof shall be effective unless executed by both parties in writing.

[The Signature Page follows this Page]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

LICENSOR:

ThoughtSpan Technology, LLC

By: _____

Name: _____

Title: _____

LICENSEE:

[LICENSEE NAME]

By: _____

Name: _____

Title: _____



ThoughtSpan Technology
Tel: (888) 548-5058
Fax: (704) 973-9758

14045 Ballantyne Corporate Place, Suite 550
Charlotte, North Carolina 28277
<http://www.thoughtspantech.com>

Schedule A

Product Fees and Payment Terms

Payment fees and terms are set forth in the RFQ Pricing Page.

Customer Initials & Agreement: _____



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Schedule B

High Level Deliverables

Deliverables are set forth in the attached RFQ BDE14001 response document.

Customer Initials & Agreement: _____



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Schedule C

Support and Maintenance Agreement

General Maintenance and Support Terms

- **Maintenance** - ThoughtSpan will provide Licensee with all bug fixes and core system: updates, upgrades, enhancements, new versions, and new releases of the Licensed Software. **Maintenance does not include development costs for any customer requested enhancements and upgrades specific to that customer and not part of the core system.** ThoughtSpan will support the current version of the Licensed Software and at least two versions prior to the current version. Bug fixes will be provided based on the response times and case severities outlined in the SLA table below.
- **Support** - ThoughtSpan Customer Support provides access to technical support resources via telephone, email and web on supported configurations, and within the response times based on case severities as detailed in the SLA table below. Included in this Support Agreement will be all custom interfaces created by ThoughtSpan and integrated into the Licensed Software. **Support does not include development costs for any customer requested enhancements and upgrades specific to that customer and not part of the core system.** Licensee may access ThoughtSpan Customer Support 24x7x365. The contact information for the ThoughtSpan Customer Support Center is as follows:

Phone 888-548-5058

Email support@thtspn.com

Support Portal <http://www.thoughtspantech.com/support>

Case Severity Level	Response Time	Resolution Goals
<p>1 – Severe</p> <p>The Licensed Software is down or seriously impacted, or the Licensee's data is lost or destroyed, and there is no workaround currently available.</p> <p>Work stoppage has occurred. Licensee and external users of the system are unable to use the Licensed Software or are unable to</p>	<p>THOUGHTSPAN will respond within 2 business hours.</p> <p>THOUGHTSPAN will provide to Licensee point of contact a status report every hour of the progress of the fix or workaround until it is sent to Licensee to apply to</p>	<p>Upon confirmation of receipt, THOUGHTSPAN begins work on the problem, and Licensee point of contact shall be available at all times to assist with problem determination.</p> <p>THOUGHTSPAN will use best efforts to provide a workaround or fix within 6 business hours of Licensee's initial report once the problem is reproducible and the defect has been identified. THOUGHTSPAN will incorporate a fix in a bug fix or future release of the Licensed Software.</p> <p>Additional time required by THOUGHTSPAN</p>



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use material functionality of the Licensed Software	the affected system.	beyond the 6 business hours to complete the workaround or fix shall be immediately communicated to <i>Licensee</i> point of contact and THOUGHTSPAN will use best efforts to promptly complete the fix or workaround.
2 - High The Licensed Software is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	THOUGHTSPAN will respond within 4 business hours.	THOUGHTSPAN will use best efforts to provide a workaround or fix within 12 business hours of Licensee's initial report once the problem is reproducible. THOUGHTSPAN will incorporate a fix in a bug fix or future release of the Licensed Software.
3 - Medium The Licensed Software issue is not critical: no data has been lost, and the Licensed Software has not failed. The issue has been identified and does not prevent normal operation of the Licensed Software, or the situation may be temporarily circumvented using an available workaround.	THOUGHTSPAN will respond within 16 business hours.	THOUGHTSPAN will use best efforts to provide a workaround or fix within 10 business days of Licensee's initial report, once the problem is reproducible. THOUGHTSPAN will incorporate a fix in a bug fix or future release of the Licensed Software.
4 - Low Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	THOUGHTSPAN will respond within 32 business hours.	Resolution of the problem may appear in a future release of the Licensed Software.

Customer Initials & Agreement: _____



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Schedule D

3rd Party Hardware, Software & Products

As part of the agreement, Licensor will provide a hosting environment that is sufficient to operate the System at the levels set forth in the agreement. This hosting service will include backup and DR procedures as set forth in the RFQ response.

Customer Initials & Agreement: _____



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**RFQ# BDE14001
Exhibit A Pricing Page**

Contract Item

Item #	Item	Vendor Description	Unit of Measure	Qty	Unit Cost*	Cost	Ref
1	Concurrent User Licenses for seven (7) WV Board of Dentistry Users of Licensure/Records Product with Content Management Database System (including website, administrative interface, and cloud-based program) for up to 10,000 licensee users	-One-time license fee for Licensure Management System, Content Management, Admin Module, Reporting Module, Correspondence Module, Discipline and Enforcement Module, Security Module - includes 7 Board User Licenses, Gateway license - unlimited licensee users, integrated Mosaic Survey	LS	1		\$ 35,000.00	A

Contract Services

Item #	Item	Vendor Description	Unit of Measure	Qty	Unit Cost*	Cost	Ref
2	Implementation and Installation, to Acceptance	- Public website creation - Customization to Board specifications - Legacy data conversion - Training - Project Management - Discovery and requirements - Travel (1 on-site visit)	LS	1		\$ 39,000.00	B
3	First Year Support/Warranty	Hosting and Support as set forth in RFQ	YR	1		\$ 10,500.00	C
4	Second Year Support/Warranty	Hosting and Support as set forth in RFQ	YR	1		\$ 10,500.00	D
5	Third Year Support/Warranty	Hosting and Support as set forth in RFQ	YR	1		\$ 10,500.00	E

Unit Prices

Item#	Unit prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of contract, if required. Estimated quantities are included for bid evaluation only; there is no guarantee that any quantity of the Item(s) will be purchased.						Ref
6	Additional License, Per User		EA	1	\$ 5,000.00 x 1 =	\$ 5,000.00	F
7	Additional Professional Services Support Hours	Unit Price per Hour = \$130 (x 8 hours = Cost)	HR	8	\$ 130.00 x 8 =	\$ 1,040.00	G
*Note: Multiply QTY time Unit Cost (where applicable) to calculate cost		TOTAL BID (A+B+C+D+E+F+G) =				\$ 111,540.00	

