



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

Solicitation

NUMBER
BVM140000

PAGE
1

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

*404131949 701-839-7523

VENDOR

ALBERTSON CONSULTING INC
 21 MAIN ST SOUTH
 MINOT ND 58701

SHIP TO

VETERINARY MEDICINE, BOARD OF
 5509 BIG TYLER ROAD
 SUITE 3
 CROSS LANES, WV
 25313 304-776-8032

DATE PRINTED
03/26/2014

BID OPENING DATE: 04/17/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
<p>LICENSE MANAGEMENT SOFTWARE SOLUTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WV BOARD OF VETERINARY MEDICINE, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE FOR THE 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.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> 1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS 3. BVM140000 SPECIFICATIONS (INCLUDING PRICING PAGE) 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. RESIDENT VENDOR PREFERENCE (RVP) FORM <p>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</p> <p>04/16/14 09:41:43AM West Virginia Purchasing Division</p>						
SIGNATURE				TELEPHONE	DATE	
				701-839-7523	4/12/2014	
TITLE			FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		
CEO			450459847			

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



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 Department of Administration
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VENDOR ADDRESS

VETERINARY MEDICINE, BOARD OF
 5509 BIG TYLER ROAD
 SUITE 3

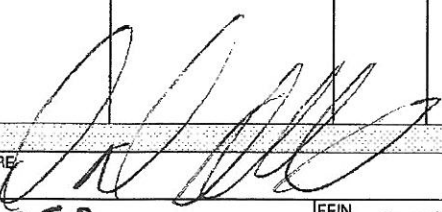
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REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.						
***** THIS IS THE END OF RFQ BVM140000 ***** TOTAL: _____						
SIGNATURE 				TELEPHONE	DATE	
TITLE CEO				701-839-7523	4/12/2014	
FEIN 450459847			ADDRESS CHANGES TO BE NOTED ABOVE			

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

REQUEST FOR QUOTATION #BVM140000
Licensure Management Database System and Software Services

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

10. MISCELLANEOUS:

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

Contract Manager: Troy Rauscherberger
Telephone Number: 701-839-7523 Ext 114
Fax Number: N/A
Email Address: ~~_____~~ troy@ebigpicture.com

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: Albertson Consulting Inc

Signed: _____

Signed: 

Title: _____

Title: CEO


Date: _____

Date: 4/12/2014

CERTIFICATION AND SIGNATURE PAGE

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

Albertson Consulting Inc
(Company)


(Authorized Signature)

CEO
(Representative Name, Title)

701-839-1523 Ext 114
(Phone Number) (Fax Number)

4/12/2014
(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: Albertson Consulting Inc

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

State of North Dakota

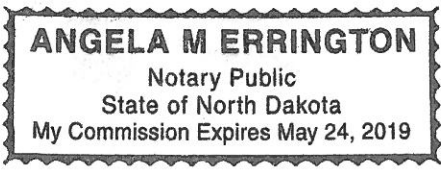
County of Ward, to-wit:

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

My Commission expires May 29, 2014.

AFFIX SEAL HERE

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



State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

1. **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
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. **Application is made for 2.5% resident vendor preference for the reason checked:**
N/A 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. **Application is made for 2.5% resident vendor preference for the reason checked:**
N/A 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. **Application is made for 5% resident vendor preference for the reason checked:**
N/A Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
N/A 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. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
N/A 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. **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.**
N/A 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: Albertson Consulting Firm Signed: [Signature]

Date: 4-12-14 Title: CEO



Big Picture™ Software Support contract

for

**West Virginia Board of Veterinary Medicine
(WVBOVM)**

Terms

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

Expected project billing is as follows:

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

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

Future Large Scale Projects

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

Annual Software Licensing price of \$8,000 will be due (,2014). These fees cover the Hosting fees, maintenance fees, licensing fees for the software and up to 5 hours of enhancements, support, maintenance or customizations for the entire system. The Annual Software Annual Software Licensing price will remain the same through (,2017) after that base prices may change.

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

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

Client Initials _____

Albertson Consulting Initials _____

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Official Client Agreement

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

1. DEFINITIONS

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

2. CLIENT CONDUCT

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

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

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

3. THIRD PARTY CONTENT

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

4. CONFIDENTIALITY

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

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

5. LIMITED LICENSE

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

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

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

5.2 Granted Rights

5.2.1 Unlimited use

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

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

6. DISCLAIMER OF WARRANTEE; LIMITATION OF LIABILITY

- (A) EACH CLIENT EXPRESSLY AGREES THAT USE OF ALBERTSON CONSULTING 'S SERVICES ARE AT HIS OR HER SOLE RISK. NEITHER ALBERTSON CONSULTING, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES; AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT ALBERTSON CONSULTING WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH ALBERTSON CONSULTING .

- (B) ALBERTSON CONSULTING 'S WEB PAGES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

- (C) THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. EACH CLIENT SPECIFICALLY ACKNOWLEDGES THAT ALBERTSON CONSULTING IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER THIRD PARTIES, OR CLIENTS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH EACH CLIENT.

- (D) IN NO EVENT WILL ALBERTSON CONSULTING OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ALBERTSON CONSULTING CONTENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ALBERTSON CONSULTING OR OUT OF THE BREACH OF ANY WARRANTY. EACH CLIENT HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON ALBERTSON CONSULTING 'S SERVER.

- (E) ALBERTSON CONSULTING DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH ALBERTSON CONSULTING 'S WEB PAGES AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN CLIENT, AND THIRD

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

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

7. MONITORING

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

8. TERMINATION

- (A) Either Albertson Consulting or Client may terminate this Agreement upon terms being satisfied. Client's only right with respect to any dissatisfaction with (i) any terms and conditions of this Agreement, or any policy or practice of Albertson Consulting in operating Albertson Consulting , (ii) content available through Albertson Consulting or any change therein, or (iii) amount or type of fees or billing methods, or any change thereof, is to provide written notice to Albertson Consulting , 21 South Main Street, Minot, North Dakota 58701, or e-mail sent to *admin@BigPicture.com*. Client's notice will be effective upon receipt by Albertson Consulting. Without limiting the foregoing, Albertson Consulting shall have the right to immediately terminate this Agreement with respect to any Client in the event of any conduct by Client which Albertson Consulting, using reasonable judgment, considers to be unacceptable, or in the event of any breach by Client of this Agreement. The provisions of Sections 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, and shall survive termination of this Agreement.

- (B) Either party may terminate this agreement upon a breach of the other party. All content and data will be returned to client in its original form. Fees already remitted to Albertson Consulting are non-transferable and non-refundable. Fees may also be charged by Albertson to format the data to a client's satisfaction or distribution of data for use by another vendor.

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

9. FORCE MAJEURE

(A) Definition: "Force Majeure" shall mean any event or condition not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

(B) Notice: Upon giving notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder. The suspension of obligation to fulfill the agreement shall be enforced only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. The other party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

10. TRADEMARKS

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

11. EXTERNAL LINKS

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

12. EQUIPMENT

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

13. PRIVACY

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

14. PAYMENT

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

15. MISCELLANEOUS

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

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

Representative of: _____

Printed Name: _____

Signature: _____ Date: _____

Representative of: Albertson Consulting _____

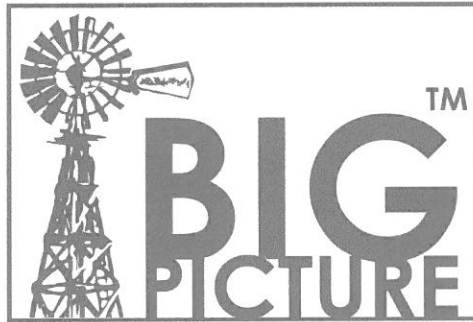
Printed Name: Daniel Albertson _____

Signature:  _____ Date: 4-15-2014 _____

RFQ Response for
Online Licensure Database Management Software

By

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



Prepared for:

West Virginia Board of Veterinary Medicine

In response to

RFQ#BVM140000

April 12th, 2014



CONFIDENTIAL

April 12th, 2014

Carey Fleming, Executive Director
West Virginia Board of Veterinary Medicine
5509 Big Tyler Road
Cross Lanes, WV 25313
(304) 776-8032

Dear Ms. Fleming,

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

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

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

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

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

Regards,



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

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Introduction

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

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

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

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

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

What We Offer

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

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

Corporate Experience

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

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

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

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

What Makes Us Different

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

We believe our proposal is unique for several reasons:

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

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

In Closing

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

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

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

If you have any questions regarding the cost proposal, please contact Troy Rauschenberger, Director of Government Markets, by emailing troy@ebigpicture.com or calling 701-204-6672. Thanks again for allowing Albertson Consulting the opportunity to present our proposal. We look forward to speaking with you.

Understanding of Scope

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

The board will require a website redesign that will integrate online applications, renewals, disciplinary/regulatory components, documents, calendars, news and articles to communicate with constituents. The system will provide functionality to allow end-users and staff the ability to search license verification, along with staff functionality to search, sort, and export any data field within the database. The system will include functionality to print licenses and wallet cards along with certificates as well as the ability to process payments through the WV State Treasurer's Office "E-Gov" system. Board will also require an inspection component that will allow field inspectors the ability to collect and fill out data using a tablet or other mobile device which will allow real-time synchronization with the database.

The system will also provide a secure cloud-based documentation program interface which will reduce the steps required to perform any actions of the end-user, either the licensee or board staff member. The contract with the vendor will provide software licensing, customization and implementation of the software to meet the board's requirements within this RFQ. The contract with the vendor will also provide a hosted solution and support, training of staff including a redesign of the current website for functionality with the new system.

The contract price will also include the data conversion of current records. The existing database consists of 616 veterinarians, 159 veterinary technicians, 76 animal euthanasia technicians, 169 veterinary facilities and 34 euthanasia facilities. The database also has historical records: 1,509 veterinary, 562 veterinary technician and 271 animal euthanasia records. The board maintains records of all historic records of all complaints filed and all disciplinary actions that have taken place, with information appropriate for public consumption which will be made available as part of the new website. The board is required to manage complaints regarding its licensees. It anticipates no more than 25 per year. The system will provide tracking for all disciplinary actions which require Consent Agreements. The board manages approximately 1,600 active licensee, registrations, inspections and certifications. The proposal deliverables listed below will meet or surpass the board's requirements as listed in the RFQ.

Software Ownership

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

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

Data Conversion Service

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

Implementation Costs & Terms

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

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

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

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

3. Response to RFQ General Requirements

3.1.1 Website Redesign and Functionality Integration

Albertson Consulting, Inc. will work with the board to develop an integrated website which will allow for online applications, renewals, inspections, accreditation tracking, facility tracking and disciplinary/regulatory components along with online services for licensees to verify, change and update license information.

3.1.1.1 Big Picture™ Licensure Verification Module

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

3.1.1.2, 3.1.1.3, 3.1.1.5

Big Picture™ Applications Option

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

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

Application status for applicants is also available with licensing of this option. This software runs off of the integrated database and the relevant status fields in the database.

Major differentiators between us and our competition.

Our applications are personalized per your board's needs and requirements. Our staff will work to gain insight into the ideal business process to best serve your licensees and your internal staff needs for optimal application processing. We will not hand you a tool and require your staff to manufacture applications for your organization.

Our toolset allows you to manage all facets of the application process after we have tailored, trained, integrated and deployed our applications module.

Big Picture™ Renewals Option

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

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

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

Major differentiators between us and our competition.

Our renewals are personalized per your board's needs and requirements. Our staff will work to gain insight into the ideal business process to best serve your licensees and your internal staff needs for optimal renewal processing. We will not hand you a tool and require your staff to manufacture renewals for your organization. Our toolset allows you to manage all facets of the renewal process after we have tailored, trained, integrated and deployed this module.

3.1.1.5 Inspections Module

The Big Picture Inspection Module gives the inspector the ability view inspection information, schedules, and collect inspections from field representatives in real-time. It is a very flexible solution that can be customized to meet the demands of the board's inspection requirements. It facilitates multiple collectors gathering information which is submitted to the central repository. These submissions can come while inspectors are in

the field. The inspection module will lower your overall cost of inspection management and protect the public by increasing the accuracy and timeliness of information.

3.1.2 Content Management Database System

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

3.1.2.1 Centralized Database

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

3.1.2.2 Integrated Document Management Repository

- Manage documents
- Track original source documents such as signed inspection forms
- Historical data search and retrieval
- Email integration lets you work within Outlook
- Renewal/Application integration – automatically store documents and images such as disciplinary tracking, malpractice etc., in central database repository
- Public folder for verifications – As public discipline documents become available they can be shared and accessible to the web-based employer verification software
- Edit merged templates and save them back to the repository or print them for the entire queue
- Tracking of all licensee related practice privileges for licensure is available in the base system

3.1.2.3 Internal Reminder System

- Setup and view recurring reminders at a licensee level
- Discipline and compliance monitoring alerts and reminders
- Reminders are emailed to recipients with an Outlook compliant reminder

3.1.2.4 Contact History

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

3.1.2.5 Portal Integration and Reporting

The following system widgets are available to all users groups and users.

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

3.1.2.6, 3.1.2.7 Integrated Discipline/Case Administration

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

- Drug/Alcohol test results tracking
- Workplace impairment tracking
- No limit on number of complaints allowed in system
- Upload video, audio and any other source document
- Reminders recurrence
- Discipline tracking
- Public/Private document retention
- Any other document types such as dockets, cases, complaints, and any other record type can be configured in the system and stored

3.1.2.8 Continuing Education & Accreditation Tracking

Provides the ability to create, view, search, list or maintain courses and classes. Imports and exports are available to allow licenses or authorized system users to upload rosters for continuing education courses. Requirements for CEs will be set-up per the board's advisement.

3.1.2.9 License Printing

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

3.1.2.10 History View

- Logging and tracking of updates to all data history with date and time stamp

- Administrative panel allows many views to be setup for different fields/record types
- Every licensee has a full audit of every change that was made to the record since the inception of database

3.1.2.11 User Content Management

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

3.1.2.12 Search Panel

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

3.1.2.13 Data Mining

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

3.1.2.14 Inspections

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

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

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

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

3.1.2.15 Audit Trail/History View

- Logging and tracking of updates to all data history with date and time stamp.
- Administrative panel allows many views to be setup for different Fields/Record types.
- Every licensee has a full audit of every change that was made to the record since inception of database

3.1.2.16 Workflow Management – Tasks

- Every record type can contain tasks. These tasks are editable in the administrative area. They then show up for every record entered in the system.
- The tasks that are outstanding pop up when you access this licensee's record. Also there widgets that can be configured in the portal interface to ensure that all upcoming and past due tasks are attended to.
- Tasks are editable by the administrative team/staff for each record type. This workflow engine is utilized with inspections, discipline and application processing to ensure that all tasks associated with these items are successfully managed.
- Records can be added ad-hoc to a specific record.
- All tasks can be customized and managed by board staff based on permissions and job roles.

3.1.2.17 Integrated Batch Administration/Revenue Collection Software

- Batch administration allows system users to manage revenue collection. This software specializes in cohesively managing revenue collected manually and online from applications or renewals.

- It facilitates a quick fetch of all licensees to streamline creation of a batch with or without the use of bar coded renewal requests.
- Software interfaces for reconciliation with state treasury department(s) and other designated state collection agencies.
- It is the center for the revenue related business process which occurs automatically when a payment is posted to a license account.

3.1.3 Administrative Interface

3.1.3.1 Administrative Interface

The administrative interface is the tool that puts the management system in your hands.

It allows internal users to upload video, photos or other media related items

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

E-blast Option

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

3.1.4 Cloud-Based Documentation Program

3.1.4.1 – 3.1.4.6 Big Picture CloudDocs

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

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

4. Performance

4.1.1 - 4.1.6 Installation & Implementation

Albertson Consulting, Inc. will meet with the board and staff upon award of contract. Vendor and board staff will determine roles in relation to board liaison and establish milestones for implementation to meet the board's schedule for implementation. The meeting will also cover a data conversion plan and any system customization or implementation request outside of original scope in RFQ.

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

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

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

TRAINING: Training will be conducted for all staff members currently (3) on the new software/database system. Method of training, either on-site or via webinars, will be determined at kick-off meeting. On-going training of board staff will be conducted as new staff is added.

4.2 Acceptance

System Testing

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

4.3 Maintenance & Support

Support/Maintenance

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

4.3.1 User Help Desk

4.3.1.1 - 4.3.1.3 Customer Support/Help Desk

Albertson Consulting Inc., will provided 24/7 support for board and staff members. A dedicated project manager and customer service representative will be assigned to assist with initial implementation and ongoing support. Desktop support will also be available as a method if required to resolve technical issues or end user support.

4.3.2 Software Patches & New Releases

4.3.2.1, 4.3.3.2, 4.3.3.3 Software Updates

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

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

4.3.3. Customization of the System

4.3.3.1 – 4.3.3.5 Configuring & Custom Development

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

4.3.4 Hosting Services

4.3.4.1 – 4.3.4.4 Free Hosting

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

Exhibit A Pricing Page

Response to RFQ#BVM40000

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

Appendix B –

Client Agreement/Software Licensing

RFQ#BVM140000

Exhibit A Pricing Page

Contract Item

Item #	Item	Vendor Description	Unit of Measure	QTY	Cost	Ref
1	Concurrent User License(s) for Three (3) WV Board of Veterinary Medicine Users Licensure/Records Product with Content Management Database System (including website, administrative interface and cloud-based program for up to 1600 various licenses and certificates	Our pricing model is not based on the # (number) of internal users/board members or staff members or seats, so this does not apply to our pricing model. We are bidding a one-time LS (Lump Sum) for (Item# 1) which is for the initial Big Picture License. Including website, administrative interface program and database program for approximately 1600 various licenses and certificates currently residing in the existing WV Veterinary Board of Medicine's (database)	LS	1	\$10,000	A

Contract Services

Item #	Item	Vendor Description	Unit of Measure	QTY	Cost	Ref
2	Implementation and Installation to Acceptance	Cost is for a LS (Lump Sum) payment for professional services for implementation & stand-up of the system, including implementation of cloud-based program. Importing of records/data, board staff training, (1) onsite visit and all other requirements set-fourth in the RFQ to meet the boards requirements.	LS	1	\$29,000	B
3	First Year Support/Warranty	The cost reflects our 1st annual licensing/support/cloud-docs/maintance agreement, hosting is provided "Free" as part of our annual service agreement. Includes five (5) support hours. Assigned hours can be used for development or general system support.	YR	1	\$8,000	C
4	Second Year Support/Warranty	The cost reflects our 2nd year annual licensing/support/cloud-docs/maintance agreement, hosting is provided "Free" as part of our annual service agreement.. Includes five (5) support hours. Assigned hours can be used for development or general system support.	YR	1	\$8,000	D
5	Third Year Support/Warranty	The cost reflects our 3rd yearannual licensing/support/cloud-docs/maintance agreement, hosting is offerd "Free" as part of our annaul service agreement. Includes five (5) support hours. Assigned hours can be used for development or general system support.	YR	1	\$8,000	E

Unit Prices

Item #	Item	Vendor Description	Unit of Measure	QTY	Cost	Ref
	Unit prices are to be provided for the following two (2) items, and will only be used to execute formal Change Orders during the life of the contract, if required. Estimated are included for bid evaluation only, there is no guarantee that any quantity of the Item(s) will be purchased					
6	Additional License, Per User	Our pricing model is not structured on a per user, seat or user license. The board will be allowed to bring on as many staff members or user's as they need to meet their internal needs.	EA	1	\$0	F
7	Additional Professional Service Support Hours	Unit Price per Hour= \$100 (x 8 hours = Cost)	HR	8	\$800	G
TOTAL BID (A + B+ C + D + E + F + G) =					\$63,800	

Sealed Bid Enclosed

RFQ Number: BVM140000
Buyer: Dean Wingerd
Bid Opening Date: April 17, 2014
Bid Opening Time: 1:30 PM

Mail To:

WV PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305