



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 118245

Doc Description: Database management system for CPA licensees

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-07	2015-10-29 13:30:00	CRFQ 0918 ACB1600000001	1

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

Vendor Name, Address and Telephone Number:

Aaron's Business Solutions  
 1041 8th Ave  
 PO Box 332  
 Huntington, WV 25701  
 304-522-7022 x.224

11/03/15 09:35:41  
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X *J. Hamden*

FEIN # 55-0488450

DATE 11/05/2015

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

**Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Accountancy to establish an One-Time contract for the purchase of an off-the-shelf licensure/records product and content management system that will streamline Board operations per the bid requirements, specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	e-licensing Database Management Program RFQ 4.2.1.	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

e-licensing Database Management Program  
RFQ Section - 4.2.1.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Implementation and Installation to Acceptance RFQ 4.2.2.	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Implementation and Installation to Acceptance including Year 1 Maintenance, Support, Warranty and Hosting  
RFQ Section 4.2.2.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year 2 Maintenance, Support/ Warranty/Hosting RFQ 4.2.3.	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Year 2 Maintenance, Support/ Warranty and Hosting  
RFQ Section - 4.2.3.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year 3 Maintenance, Support/ Warranty/Hosting RFQ 4.2.4.	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Year 3 Maintenance, Support, Warranty and Hosting  
RFQ Section 4.2.4.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 4 Maintenance, Support/ Warranty/Hosting RFQ 4.2.5.	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Year 4 Maintenance, Support, Warranty, and Hosting  
RFQ Section 4.2.5.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Additional License - per User RFQ 4.2.6.	5.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Additional License - per User  
RFQ Section 4.2.6.

INVOICE TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Additional Professional Services Support Hours - RFQ 4.2.7.	40.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Additional Professional Services Support Hours  
RFQ Section 4.2.7.

<b>ACB160000001</b>	<b>Document Phase</b> Final	<b>Document Description</b> Database management system for CPA licensees	<b>Page 5</b> <b>of 5</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 118245

Doc Description: Addendum No.01; Database system for CPA licensees

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-21	2015-11-05 13:30:00	CRFQ 0918 ACB1600000001	2

**BID RECEIVING INFORMATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Aaron's Business Solutions  
 1041 8th Ave  
 PO Box 332  
 Huntington, WV 25708  
 304-522-7022 x.224

**FOR INFORMATION CONTACT THE BUYER**  
 Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X *J. Hamdin* FEIN # 55-0488450 DATE 11/05/2015  
 All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

**Addendum**

Addendum No.01; issued to publish and distribute the attached information to the vendor community.

**Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Accountancy to establish an One-Time contract for the purchase of an off-the-shelf licensure/records product and content management system that will streamline Board operations per the bid requirements, specifications and terms and conditions as attached.

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Comm Code	Manufacturer	Specification	Model #
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Extended Description :  
Implementation and Installation to Acceptance including Year 1 Maintenance, Support, Warranty and Hosting  
RFQ Section 4.2.2.

BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908  CHARLESTON WV25301-1744  US		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908  CHARLESTON WV 25301-1744  US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year 2 Maintenance, Support/ Warranty/Hosting RFQ 4.2.3.	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
 Year 2 Maintenance, Support/ Warranty and Hosting  
 RFQ Section - 4.2.3.

BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908  CHARLESTON WV25301-1744  US		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908  CHARLESTON WV 25301-1744  US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year 3 Maintenance, Support/ Warranty/Hosting RFQ 4.2.4.	1.00000	YR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
 Year 3 Maintenance, Support, Warranty and Hosting  
 RFQ Section 4.2.4.

BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908  CHARLESTON WV25301-1744  US		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908  CHARLESTON WV 25301-1744  US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Year 4 Maintenance, Support/ Warranty/Hosting RFQ 4.2.5.	1.00000	YR		



Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Year 4 Maintenance, Support, Warranty, and Hosting  
RFQ Section 4.2.5.

BUYER TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
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Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Additional License - per User  
RFQ Section 4.2.6.

BUYER TO		SHIP TO	
BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908		BOARD OF ACCOUNTANCY 405 CAPITOL ST, STE 908	
CHARLESTON	WV25301-1744	CHARLESTON	WV 25301-1744
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Additional Professional Services Support Hours - RFQ 4.2.7.	40.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Additional Professional Services Support Hours  
RFQ Section 4.2.7.

**SOLICITATION NUMBER:** CRFQ 0918 ACB160000001

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Attachment of Vendor submitted questions and Agency responses.

2. Bid Opening was: 10/29/2015 at 1:30 PM. EST.  
Bid Opening now: 11/05/2015 at 1:30 PM. EST.

No other changes.

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

**Terms and Conditions:**

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

ATTACHMENT A

**CRFQ ACB160000001**  
**Vendor submitted Questions and Agency Responses**  
**10/19/2015**

**Q.1. (3.1.2) what is the current website address, that we may view it and determine if we will be able to match functionality?**

**A.1. [www.boa.wv.gov](http://www.boa.wv.gov)**

**Q.2. (3.1.4.23) how does the Board envision this integration looking and working?**

**A.2. For manual payment processing, Board staff would pull up the Member's database record to post a check or money order in the payment portion of the system (as well as update other facets such as license status, address, phone, or e-mail changes, etc. at the same time.) Once the staff member has posted all checks received that day, a Daily Deposit Report would be generated and Board staff would deposit the funds received in a local bank.**

**For credit cards processed through the State Treasurer's online payment system, our current system synchronizes these payments back to the Member's record -- provided the payment goes through.**

**All payments (both manual and online) should be viewable by visiting the Member's record .**

**Q.3. (3.1.4.26) how much data (in GB) is involved in the data migration and what format is it in? (What application was it originally stored in?) (Is it a SQL, Oracle or MySQL database?)**

**A.3. The data is currently stored in .dbf format on a local server drive and was created with a Lotus Approach front end. The data files require less than .5 GB.**

**Q.4. (3.1.4.37) what format is this data in?**

**A.4. .csv but could change once an arrangement is made with NASBA**

**Q.5. (3.1.7.3) again, what format is this data in, and how much is there (in GB)?**

**A.5. .dbf format with less than .5 GB of data.**

**Q.6. In light of no deadline indicated for the answers to vendor questions being provided, and RFQ responses being due Thursday, October 29th, we are concerned with the time available to consume, adjust, and submit a quality response after vendor questions are answered. Would the State consider extending the Proposal due date at least 2 weeks past the date and time answers to questions are provided?**

**A.6. This is a time sensitive solicitation and purchase. The Purchasing division will post the responses to the submitted questions and the agency responses as soon as it is possible and may adjust the date at that time.**

Q.7. As a COTS software provider, we have a standard license agreement and additional contract terms which need to be incorporated into the procurement process. Where in our response should these appear?

A.7. Per the advertised solicitation this is addressed in the solicitation in Section: 4, page (39).

Q.8. Please confirm the evaluation criteria being used to award as they seem unclear. Section 4. Notes "Evaluation will be the Total Bid Amount, award will be for Items (1) the Lump sum amount and Item (s) Implementation and Year (1) maintenance only." Please confirm how these amounts correlate to Exhibit A Excel pricing page. Is evaluation to be made on a combination of items 4.2.1 + 4.2.2 as "Lump Sum" only? Or is the 'Total Bid Amount' on lines 17 & 18 of Exhibit A Excel Pricing Page also factored into evaluation, and if so, how?

A.8. Evaluation is all Items 1 through 8 comprising the "Total Bid Amount" Awarded contract will be for Items 1 and 2 only. Items 4,5,6,7, 8 will be added by Change Order, Section 4 describes the addition of the future years' maintenance addition and the Unit Prices for Professional Services Items 7, 8.

Q.9. Is it to be assumed that the vendor meets all the specifications and requirements set forth within RFQ, and does not require specific vendor responses for each individual section 3. 'General Requirement' item for evaluation consideration? If not, please specify the format guidelines for vendors responding to this RFQ and all evaluation criteria, process and scoring.

A.9. Vendor meeting all mandatory requirements and low bid meeting specifications.

Q.10. After the new system is implemented, what growth and need for enhancements does the agency anticipate with respect to the number of users, programs, and/or processes?

A.10. At this time no additional programs, enhancements or personnel are anticipated. However, a legislative change could mandate additional information be collected or additional personnel be hired. The number of Members (licensees) accessing the system could increase by approximately 200 – 300 annually.

Q.11. We offer multiple support plan options in addition to the primary support plan we will be proposing. How would you like us to incorporate the additional options and corresponding contract language into our proposal, to provide the agency with the right and option to choose from our full range of support options in the future?

A.11. Vendors are to only provide the support options as required. Vendors are not to alter the Exhibit "A" Pricing Page in any way.

Q.12. Please identify instances where any agency employee has viewed or discussed a potential software application similar to the one being solicited in this RFQ in the last 24 months. Please name the vendor(s), dates of contact and describe the nature of the contacts including whether pricing was discussed. Has the agency received any estimates or quotations for the services and software describe in this RFQ, and if so, which ones and what were the amounts?

A.12. This is not relevant to this solicitation request and answering this does not provide any needed information.

Q.13. Regarding General Requirements #3.1.7.1, please define the duration of an onsite visit.

A.13. An on-site visit would most likely be 2 days or less in duration but it would depend upon the amount of work expected to be accomplished on that visit.

Q.14. General Requirement #3.1.1.1. states "The system must be hosted by the vendor." What are the hosting requirements? What does the vendor have to provide for security, equipment, firewall, disaster recovery, redundancy, system back-ups, intrusion detection systems, and PCI compliance as well as security of hosting location, including 24/7 monitored security, etc.? And how are these hosting services and requirements to be evaluated as part of this RFQ?

A.14. The Board anticipates that each Vendor will have a unique setup with regard to security, data backup etc. It is the responsibility of the Vendor to demonstrate that the security requirements for hosted information is met and maintained. It is recommended that the Vendor provide detailed information regarding its security protocol, equipment, disaster recovery, system backups, etc. it will be utilizing to secure Agency data. As required by Purchasing Rules, these services will be evaluated based upon the Specifications included in the RFQ.

Q.15. Under section 41, Please confirm costs of and whom purchases background checks, fingerprint cards, etc. for all vendor employees.

A.15. If background checks are required, the Vendor is responsible for these costs. It should be noted that the Board of Accountancy is not located in the Capitol Complex but in downtown Charleston.

Q.16. How will client reference information be factored into evaluation, qualification or disqualification of proposals given State's exclusively price-based criteria for award?

A.16. Client information will only be considered to make sure that the Vendor has successfully provided this type of service in the recent past. Client reference will carry little weight unless the Vendor has very little experience or receives negative comments from its clients.

Q.17. Regarding User Help Desk General Requirement #3.1.9.1.1, is 'Member' referring to a Board Member? Additionally, is this for emergency support or general help? Please clarify as this requirement could imply the need, with an extra cost, for vendor to provide 24/7 phone support for licensees and applicants vs. emergency support for the Board.

A.17. "Member" is referring to anyone authorized to use the system. The provision referenced does allow for online OR telephonic support. The Agency would anticipate that Members would be provided online support except during critical junctures.

Q.18. Where and how can vendors note exceptions and/or alternative language to RFQ terms, conditions and requirements?

A.18. Vendors must add these with their submitted bid responses.

Q.19. When and how should vendors expect to receive answers to all questions?

A.19. Once the Agency has reviewed and answered the vendor submitted questions the Purchasing Division will issue and publish an Addendum to the vendor community addressing the responses.

Q.20. Do pages #2, #3, #4 and #5 need to be filled out or are they for internal use by the WV Purchasing Division?

A.20. These are the State's wvOASIS system pages which generated the RFQ. A Vendor may use the State's wvOASIS system OR Exhibit "A" to submit a bid.

Q.21. On page #8 Do we check both Technical and Cost under the "BID TYPE"?

A.21. This is not required, this area is for Request for Proposals (RFP) only.

Q.22. If we submit both Technical and Cost proposal the Cost proposal would only contain Page# 54 = Pricing Page which would be in a separate sealed envelope from the technical proposal correct?

A.22. You are submitting a response to an Request for Quotation (CRFQ) solicitation and Exhibit "A" Pricing Page are submitted together with your complete bid response.

Q.23. What is the physical address that send our response too via Fed Ex or UPS?

A.23. Instructions to Vendors submitting Bids Item #6 addresses the address to which bids are to be submitted.

West Virginia Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV. 25305-0130

Q.24. On Page #45 - #53 Attachment A -- HIPPA Business Associate Addendum -- Do we need to sign anything on Page# 52? or is this just part of the information provided in the CRFQ and does not require any action on our behalf?

A.24. Yes you must provide the information required and sign Page 52.

Q.25. On Page #59 Addendum Acknowledgement Form -- Do we need to check off any of the Addendum #'s? I see there is check boxes for Addendum 1-10 but I have no idea what addendums theses boxes are referencing?

A.25. Page #59 addresses what this page is used for and the purpose. At this time there have not been any Addendum issued for this solicitation. Obviously when these questions are posted then there will be an Addendum issued.

Q.26. Were there any questions submitted in regards to this CRFQ and if so when will the responses be posted?

A.26. When the Agency reviews and answers the questions and provides responses to the West Virginia Purchasing Division the Purchasing Division will issue an Addendum publishing the response.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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



**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

**Question Submission Deadline:** Monday, October 19th, 2015 at 9:00 AM. EST.

Submit Questions to: Guy Nisbet  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Guy.L.Nisbet@WV.Gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
 BUYER:  
 SOLICITATION NO.:  
 BID OPENING DATE:  
 BID OPENING TIME:  
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus *N/A* convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: Thursday, October 29th, 2015 at 1:30 PM. EST.  
 Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within one hundred eighty (180) calendar days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional three (3) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.



**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_

for \_\_\_\_\_

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

- 21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 29. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents

to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

- 30. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information **WILL NOT BE HONORED**.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States

and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense

against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

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

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

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.



For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Board of Accountancy (hereinafter, "the Board") to establish an "One-Time "purchase for an off-the-shelf licensure/records product and content management system that will streamline Board operations in the areas of exam applications, licensing, renewals, discipline and regulation, and enhance online capabilities through the implementation of a fully integrated web-based application and renewal system that operates from a single unified database.

**Current Environment:** The Board has approximately 2,500 active certified public accountants, 250 CPA-Inactive, and 450 active firms who renew annually, as well as, approximately 500 exam candidates. Licensure statuses include, but are not limited to, Active, Inactive, Pending, Exam Candidate, CPE Non-compliant, Lapsed, Not Assigned, PA-Inactive, Passed, Ineligible, Probation, Provisional, Retired, Revoked and Suspended. The Board also maintains records of all disciplinary actions, with information appropriate for public review made available upon its current website. Overall, the Board currently manages approximately 3,500 active records annually, with approximately 8,500 individuals' records and 3,200 employers and/or firms (employment addresses) identified in the system. The Board consists of 6 certified public accountants and one public member, all appointed by the Governor, as well as an administrative staff of three (3).

The intent of this Solicitation is to provide for a Contract for required software licensing, the customization and implementation of the software to suit the Board's business (including all necessary training - Please refer to Sections 3.1.7.6 and 3.1.8.), and the hosting and support of the system once implemented and accepted.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1. "Agency" means the West Virginia Board of Accountancy or "Board."

2.2. "Board Member" means one of the seven (7) Governor-appointed Members of the Board.

2.3. "Board Staff" means the staff of currently three (3) (distinct from Board Members) who are responsible for the Board's administrative functions.

2.4. "Contract Items" means the items identified in Section 3, Subsection 1 below for an off-the-shelf e-licensure/records product and Content Management Database System

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with specified capabilities that include a fully integrated web-based application and renewal system that operates from a single unified database as well as an integrated and secure cloud-based documentation program. It includes planning, development, customization, configuration, administrative and end-user training, implementation and support as more fully described by these specifications.

**2.5. "License"** means the permit issued by the Vendor to access and utilizes the Vendor's software/application product and web-based system as configured to meet this Solicitation.

**2.6. "Members"** means, for purposes of this Solicitation, the West Virginia Board of Accountancy's Certified Public Accountant licensees, firm permit holders, authorizations to perform attest and compilation services, exam candidates, those who have passed the examination, those who have certified but are currently inactive, employers, and any person or group that falls under the statutory jurisdiction of the Board.

**2.7. "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit "A" and used to evaluate the Solicitation responses.

**2.8. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**3. GENERAL REQUIREMENTS:**

**3.1. Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements listed below.

**3.1.1. System Requirements and Provisions:** The Vendor shall provide the following functions within the web-based system:

**3.1.1.1.** The system must be hosted by the Vendor.

**3.1.1.2.** The Vendor and system must provide secure functionality for a redesign and integration of the Board's current web site and data system, online applications for examination, licensure and renewal,

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and provide documents, calendars, news and articles to communicate the Board's mission to its constituents.

- 3.1.1.3.** The system must provide the capability to search, sort, export and/or create reports to enable Board Staff to manage each Member's status at any juncture of the application or renewal processes, for example, the reports should include but are not limited to – quarterly reports of approved exam candidates, CPA licensees, and registered firms; quarterly revenue reports of fees received by member type; quarterly reports of those who passed the examination; reports of those who have passed the examination, a report of all CPA licensees for the current fiscal period; etc.
- 3.1.1.4.** The system must provide for printing the practice permits, wallet cards, certificates and payment receipts for all Member types.
- 3.1.1.5.** The system must provide for online payments for all fees collected and interface with the West Virginia State Treasurer's payment application system for processing electronic revenue.
- 3.1.1.6.** The system must include an integrated and secure cloud-based documentation program with an interface that should minimize the number of steps required by the end-user to perform any actions – whether Board Member, Board Staff or Member applicant. (Integrated means one system that tracks many types of Members. All components of the system interface and are accessible to other components of the system. For example, the CPA licensee's record will indicate what firm (if any) the CPA is associated with and the firm record will indicate all licensed CPAs associated with or employed by the firm. The system will follow the applicant from CPA examination, through to licensure, CPE reporting, Peer Review and any other requirements set by the Board.)
- 3.1.1.7.** All data conversion is to be part of the implementation process. The Board will retain ownership of all data related to the project including any fields with codes appended by the Vendor to create a join between data tables.

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**3.1.1.8.** The enterprise solution (content management, software/application licensing, web design, etc.) shall be provided by a single Vendor.

**3.1.2. Website:** Vendor must provide and design a comprehensive website as described in this subsection of the Solicitation, utilizing the Board's existing website content. It must allow Board Staff to add web pages, make changes to all informational web pages, and upload documents for public view. It must also create a system for the Board to manage Member applications (certified public accountants, public accountants, firms, accounting corporations, professional limited liability companies, sole-practitioners, authorizations to perform attest/compilations services, exam candidates), Member renewals, status changes, and intents-to-sit for the examination for all Members and prospective Members. It must allow Members to securely access the website to perform the functions below without any cost from the Vendor to the Member.

**3.1.2.1.** Provide detailed real-time verification capabilities that include the ability for disciplinary orders to be viewed through the website.

**3.1.2.2.** The application and renewal portion must be able to support name/address changes, interface with the West Virginia State Treasurer's payment application system for payment processing, and uploads of various documents for storage with the associated records. Any functionality which allows the Member to change data must include the additional functionality which allows Board Staff to review, revise and approve such changes before the changes take effect in the database or the website.

**3.1.2.3.** The application must allow Board Staff, Board Members and Members to place the documents for any Member or group of Members in chronological sequence.

**3.1.2.4.** It must also be able to identify and place renewal documents, Continuing Professional Education reports, Exam Applications and other uploaded files in a chronological sequence to allow for future deletion according to the Board's document retention policy. In other words, if the Board would like to delete all

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renewals for the period beginning July 1 to June 30 of any given year, the files could be pulled together in one screen and deleted.

**3.1.2.5.** The applications and renewal system must have the capability to allow Board staff to see and print any Member forms (including applications, reports and supporting documentation from the Member's access on the web site.

**3.1.2.6.** Must provide the ability to generate a verification of licensure and pre-populate the form with the Member's exam and licensure information.

**3.1.2.7.** Members must have the ability to provide a change of address online.

**3.1.2.8.** The system must provide an online lookup to enable the public to review a Member's status at any time. (The Member's status gives information regarding whether the CPA or firm is currently licensed, and the address for which the CPA or firm has indicated could be public).

**3.1.3. Document Management:** The system must provide a fully integrated, electronic document management and/or imaging system for the tasks listed below:

**3.1.3.1.** Must provide for the ability to scan, upload, store, archive and retrieve documents and tie them to an individual's or firm's relevant record.

**3.1.3.2.** Must provide a file naming mechanism to ensure standardization.

**3.1.3.3.** Must provide an audit trail for all scanned, uploaded, stored, archived and retrieved documents.

**3.1.3.4.** Must enable access controls to protect documents from unauthorized viewers.

**3.1.3.5.** Must allow for scanned document uploads for any required documentation – (in Adobe .pdf format or Equal).

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- 3.1.3.6. Must provide Board of Accountancy branding into screens, web pages, reports, documents, printed permits to practice, certificates, letters, e-mail correspondences, etc.**
- 3.1.3.7. Must allow Board Staff to enter submitted applications and documents manually.**
- 3.1.3.8. Must provide the functionality to automatically generate an e-mail confirmation for all Board-required applications, reports, and document submissions.**
- 3.1.4. Content Management Database System: The Content Management Database System must handle all permit-to-practice types required by the Board and meet the following requirements, at a minimum:**
- 3.1.4.1. Must be housed in a secure location. The Board's preference is for a Windows-based server (or equal) for the application.**
- 3.1.4.2. Must provide for document repository capacity and indexing capability to store application, renewal, and historical documents and images. Storage of all documentation, information and materials shall take the place of current paper historical files of all Members and remains the property of the Board.**
- 3.1.4.3. Must provide for storage and relationship of Member to his/her employment, education, examination, discipline, and other data for management and reporting purposes.**
- 3.1.4.4. Must provide for storage and relationship of Member employer to the actual individual Member(s).**
- 3.1.4.5. Must provide detailed real-time verification capabilities that include the ability for disciplinary orders to be viewed through the website.**
- 3.1.4.6. Must have a reminder system that supports recurrence and notification to multiple parties and includes disciplinary compliance monitoring.**

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- 3.1.4.7. Transactional contact history must record multiple contact types including e-mail, telephone, in-person meetings and written correspondence.**
- 3.1.4.8. Must provide for Continuing Professional Education (CPE) data collection, management, and reporting, with the capability of entering CPE information throughout the year. The report must be viewable and printable in a log format. CPE information must be kept on file and accessible to Board Staff and the Member for a minimum of the past four complete calendar years.**
- 3.1.4.9. Must have the capability to create an infinite number of compliance form letters to inform the Member of his/her current status with the Board.**
- 3.1.4.10. Must have the ability to identify, report and generate any letters/e-mails for a random CPE audit selection. Must also provide the capacity for Members to submit CPE documentation for a three-year audit online (if the Board requires). This would require the Vendor to allow the Member to upload documentation for every CPE course claimed during the three-year audit period.**
- 3.1.4.11. Must have print capabilities for Member permits, reports, wallet cards, certificates, and correspondence/envelopes with mail merge capability, all of which should be simple to use, requiring no more than one point-and-click action, if possible, but otherwise minimizing the number of steps required to produce a printed/e-mailed document.**
- 3.1.4.12. Must have the capability to allow a Member to log-in to his/her record and print a copy of any correspondence generated by the Board or a current permit to practice.**
- 3.1.4.13. All changes to data must be stored in a transactional record so historical audit reports can be generated. The system must record and display the user making the change(s).**



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- 3.1.4.14. Must provide the ability for a Member to save an application in process and log back in later to pick up where he/she left off.**
- 3.1.4.15. Must provide the ability for applicants log-in and view the current status of his/her application throughout the approval process.**
- 3.1.4.16. Must protect access to a Member's social security number (SSN), birthdate, medical information, home address, and other Personally Identifiable Information (PII) Attachment "A" This should be signed by the vendor and returned with the vendors submitted bid. This will be required before award of contract.**
- 3.1.4.17. Must provide for complete Board Staff user content management over reports/exports, modules and front-end user screens, which will allow Board Staff to choose fields from the database to create reports and build templates for re-usable reports.**
- 3.1.4.18. Must have ability for Board Staff users to perform data-mining searches and save those searches for later use.**
- 3.1.4.19. Must be able to store and provide a Member's data for management and reporting purposes.**
- 3.1.4.20. Must be able to generate an annual roster listing of all current Members. (It would contain the name, license number and public address for all licensed CPAs - approximately 2500 - and firms - approximately 300)**
- 3.1.4.21. Must store and report on the history of a record utilizing a User ID and time stamp when the record was updated and saved.**
- 3.1.4.22. Must have functionality to allow Board Staff to create and manage workflow for automatic and ad-hoc generated tasks. Task management, user assignment and workflow modules must be customizable by the Board Staff.**
- 3.1.4.23. Must allow for revenue collections from online applications (renewals and other online services), and interface with the West**

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Virginia State Treasurer's payment application system for payment processing, but must also allow Board Staff to process manual payments with the same interface.

**3.1.4.24. Must provide the ability to add new Member types as needed. (current types are CPA exam candidates, licensed CPAs, inactive CPAs, firms, authorizations. Other possible types for the future might be tax preparers, auditors, government auditors, etc.)**

**3.1.4.25. Must maintain a full historical roster of assigned certificate/Member numbers with the corresponding names and addresses, as well as their current status, for all Board-issued permits to practice and exam types residing in the current system. (Beginning at 1911. But only the assigned certificate number, name and address for the early licensees. For historical purposes the Board must maintain a roster of all certificate numbers that have been assigned)**

**3.1.4.26. Must migrate all financial activity and member status activity information located in the current system for historical purposes.**

**3.1.4.27. Must generate a daily Deposit Report for any monies manually added to the system.**

**3.1.4.28. Must generate status reports at the end of each annual renewal cycle for all Member types.**

**3.1.4.29. Must generate the listing of Exam Candidates who sat on a quarterly basis.**

**3.1.4.30. Must generate a listing of new members (individuals, firms and authorizations) quarterly.**

**3.1.4.31. Must generate a current report of active members who have failed to report Continuing Professional Education.**

**3.1.4.32. Must generate a current report of extension requests and the status of the request.**

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**3.1.4.33.** Must provide quarterly and fiscal year financial reports of revenue collected broken down by each member type as well as the totals.

**3.1.4.34.** Must allow Board Staff access to all fields to create customized reports.

**3.1.4.35.** Board Staff must have access to a report generator to create and store frequently queried information and reports.

**3.1.4.36.** Must allow Board Staff to create ad-hoc reports using any field or data contained in the system.

**3.1.4.37.** Must be capable of uploading and downloading Board identified electronic data on a recurring schedule both to and from the National Association of State Boards of Accountancy (NASBA) or other third-party interface to communicate Exam and Member Licensure data.

**3.1.4.38.** Must have the flexibility to add, delete or change the fields regularly uploaded if information requirements from a third-party interface (such as NASBA) changes.

**3.1.5. Administrative Interface**

**3.1.5.1.** The system must provide for an administrative interface that allows Board Staff the ability to continue to manage the website components. It must support Board Staff being able to manage all content on the website including:

**3.1.5.1.1.** News articles

**3.1.5.1.2.** Documents, applications and other various forms

**3.1.5.1.3.** Photos, media and video

**3.1.5.1.4.** Calendars, schedules and newsletters

**3.1.5.1.5.** Events management

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**3.1.5.1.6. Surveys**

**3.1.5.1.7. Information pages**

**3.1.5.1.8. Notification system that is integrated into the database to pull and merge information to enable a mass e-mail for informational purposes**

**3.1.5.2. The system must provide an interface for Board Members who approve member applications. Board Members change roles annually, so at least one new Board member will be allowed access annually and another Board member will be withdrawn from the approval process.**

**3.1.6. Cloud-Based Documentation Program: The system must include an integrated and secure cloud-based documentation program whose interface should require minimal steps to access the managed content. The cloud-based program may allow for documentation to be locally stored on a machine or device. The program must permit:**

**3.1.6.1. Board Members and Staff to access documents in the database;**

**3.1.6.2. Real-time documentation mark-up and annotation;**

**3.1.6.3. A configuration allowing notes to be saved by author and/or shared with Board Members and/or Staff;**

**3.1.6.4. Board Members and/or Board Staff to configure the format of the notes; it must allow options for Board Members and Staff to use multiple notation formats (e.g., highlighting, underlining, strike-through) that are available in standard word-processing or spreadsheet software.**

**3.1.6.5. As the entire system must be integrated, meaning that it operates from a single unified database system, this Contract Item must operate from the same database as all other components.**

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**3.1.6.6.** Must be an internet-based solution with the capability of being changed after implementation to support the Board's needs.

**3.1.7. Installation and implementation:** The system must be fully implemented and achieve Acceptance within 180 calendar days to fully execute the Contract as defined in Section 3.1.8. of this Solicitation.

To achieve Acceptance, the successful Vendor must:

**3.1.7.1.** Meet with the Board as is necessary to plan data conversion, system customization and implementation. At least two on-site visits are required, but the Vendor shall include the costs of these required visits and any additional visits they expect to need to conduct in their bid.

**3.1.7.2.** Provide a complete schedule (compliant with Section 4) for installation and implementation within ten (10) calendar days of award of the Contract. The schedule should indicate all phases of installation and implementation, note any meetings for which Board attendance is required, and explain how installation and implementation will affect the availability of current website services to Members. Installation and implementation should minimize the amount of time during which Members, Board Staff and Board Members cannot access the Board's business services.

**3.1.7.3.** All data conversion is to be part of the implementation process.

**3.1.7.4.** Provide and execute a plan, in coordination with Board Staff, for notifying Members and other stakeholders of the new website and system.

**3.1.7.5.** On or before the Acceptance of the Contract, provide at least one electronic copy of an instruction manual for Board Staff (which allows Board Staff the ability to reproduce as needed to circulate to Staff during the life of the Contract).

**3.1.7.6.** Provide training for use of the system to all Board Staff (currently numbering 3), including intensive software training for Board Staff

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identified as high end users. Training may be on-site or by electronic communication, and shall not require Board Staff to travel outside of their normal travel range to attend meetings. Training must cover both the system software and the customized processes of the Board as they exist in the system. Vendor will be expected to provide training to any additional license users during the life of the Contract (at the cost of the Unit Price for the additional license, see Section 4.2.7. below).

**3.1.7.7.** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of the Contract.

**3.1.7.8. EXPERIENCE-QUALIFICATIONS:** Vendor must have successfully completed at least five (5) projects that involved work similar to that described in the bid specifications. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award. Vendor may use Exhibit "B" to confirm experience requirements.

**3.1.8. Acceptance:** Acceptance shall be defined as successful demonstration and testing of all system requirements, including training, with the ability for all users to navigate and utilize the system to perform their defined roles. The Agency with the Vendor's Acceptance will issue a written letter and Change Order request to WV Purchasing Division as formal Acceptance of the system. Upon mutual agreement of Acceptance by both the Agency and the Vendor the Change Order issued by WV Purchasing Division will start the First Year's maintenance, support, warranty and hosting by providing a signed/dated letter agreeing to the start date of the First Year's Maintenance and Support to the Board. These dates will be used for yearly maintenance, support/warranty and hosting renewals, initiated by the Agency and issued by Purchasing Division.

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**3.1.9. Maintenance and Support:** The second, third, and fourth year's support/maintenance will also be added by subsequent formal Change Order, upon Contract renewal at the end of the prior year's Contract period for support/maintenance. The successful Vendor must provide maintenance and support meeting the following requirements:

Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional sequential Annual renewals will be initiated by agency request agreed to by the Vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

**3.1.9.1. User Help Desk**

**3.1.9.1.1.** Vendor must provide 24 hours-per-day, 7 days-per-week, (except for recognized Federal holidays) access to online or telephonic technical support to both the Board Staff and the Member end user during the life of the contract.

**3.1.9.1.2.** Support must also include support to Board's administrative users and Staff for configuration of the website, the database, the administrative interface and the cloud-based program.

**3.1.9.1.3.** Vendor must be able to provide remote desktop support for both Board Staff and Members.

**3.1.9.2. Software Patches and New Releases**

**3.1.9.2.1.** During the life of the Contract, Vendor shall make available to the Board all new software versions and patches for defects. Though the expectation is that software updates and patches will be installed remotely, none shall be undertaken without the prior notification, in writing, to the Board and without the Board's prior approval.

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**3.1.9.3. Customization of the System**

**3.1.9.3.1. All customization of software required to meet the requirements of the Solicitation and the Board, and to achieve Acceptance, shall be included in the Base bid.**

**3.1.9.3.2. Each year of subsequent support shall include at least five (5) hours of development hours from the Vendor to be used by the Board for making new customizations to the system at no additional charge to the base cost of annual support.**

**3.1.9.3.3. Should a (post-Acceptance) customization require hours from the Vendor in addition to the five provided each year, the Vendor shall be required to create a scope of work and a signed, dated quote for the actual cost of the work (with hours billed per the Unit Price – (Item #8) on the Pricing Pages provided in wvOASIS and below, and noting that the contractually provided hours are first used), to be processed as a Change Order request for increasing the Contract amount. Note: only upon approval by the State Purchasing Division and the WV Attorney General's Office (as to form only) shall any work be undertaken on such a customization request. This scope of work should also include a timeline for deliverables, and notification of any potential downtime (including estimated dates and times of occurrence and duration) required for its implementation.**

**3.1.9.3.4. All (post-Acceptance) customization requiring hours from the Vendor shall include all installation, testing and post-installation defect correction.**

**3.1.9.3.5. No (post-Acceptance) customization will result in a change of the cost of basic support, maintenance or hosting as provided in the original Contract or any subsequent years.**



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**3.1.9.4. Hosting Services**

**3.1.9.4.1.** The Vendor shall install and maintain the system on its own server.

**3.1.9.4.2.** The Vendor should provide continuous access to the system. However, it is understood that the system may require expected outages for maintenance. Vendor shall perform all planned system outages during off-peak hours (between 12:00 am and 6:00 am EST), and shall notify the Board in writing (e-mail suffices) prior to any such outage with a brief explanation of the cause of the outage.

**3.1.9.4.3.** In the event of an unplanned outage, the Vendor shall notify the Board in writing (e-mail suffices) within one hour after the outage, and shall provide the time of the beginning of the outage and the estimated time when the outage will end.

**3.1.9.4.4.** The Vendor shall have and provide as part of this Contract a disaster recovery plan for insuring remote backup of the Board's data. Vendor shall work with the Board Staff to develop a secondary backup system on the Agency's existing equipment.

**4. CONTRACT AWARD:**

**4.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items and Services. The Contract shall be awarded to the Vendor that provides the Contract Items and Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

Evaluation will be the Total Bid Amount, award will be for Items (1) the Lump sum amount and Item (2) Implementation and Year (1) maintenance only.

Years two (2), three (3) and four (4); Hosting, Maintenance, Support and Warranty will be added by optional sequential Annual renewals, Change Orders will be initiated by agency request agreed to by the Vendor and processed as a Change

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Order authorized as issued by the West Virginia Purchasing Division based upon the Acceptance date of the System starting the first (1) year.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as a part of this solicitation. This information will be required before Purchase Order is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as a part of this solicitation. This information will be required before Purchase Order is issued.

- 4.2. Pricing Pages:** Vendor shall complete the Pricing Pages provided for as the last page of this Solicitation. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Guy.L.Nisbet@WV.Gov](mailto:Guy.L.Nisbet@WV.Gov).

Vendor's who wish to respond to a Centralized Request for Quotation online may submit information through the State's wvOASIS, Vendor Self Services (VSS). Vendors should download the "Bid Form" that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response. The Bid Form are then downloaded by the Buyer during bid opening for bid evaluation.

If unable to respond online please submit the Bid Form with your bid prior to the bid opening date.

**4.2.1. Item #1 Licensure**

- 4.2.1.1.** It is anticipated that the Board will have three (3) administrative positions (Board Staff) at the time of Implementation and Installation and Acceptance, all of which will require a concurrent license to have perpetual access to the system. A minimum of two (2) Board Members

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should have web-based access for the Member approval process and to review various documents.

**4.2.1.2. Vendor Description** – Bidders should provide a brief, summary description of the product for which they are bidding.

**4.2.1.3. The Unit of Measure** - Each

**4.2.1.4. Unit Cost** – Bidders are required to provide one Unit Cost for the licenses required for the three (3) administrative positions and two Board Members who will have limited access.

**4.2.2. Item #2 Implementation, Installation, First Year Maintenance and Support/Warranty and Hosting**

**4.2.2.1.** To include all professional services required from award of Contract Acceptance to meet the requirements of the Contract and the Board including First Year Support/Warranty and Hosting.

**4.2.2.2. Vendor Description** – should only be used if the Vendor needs to clarify some aspect of their professional services.

**4.2.3. Item #4 Second Year Support/Warranty and Hosting**

**4.2.3.1.** Bids to meet the requirements of Section 3.1.9, but to be for the Second Year of support, maintenance and hosting.

**4.2.4. Item #5 Third Year Support/Warranty and Hosting**

**4.2.4.1.** Bids to meet requirements of Section 3.1.9, but to be for the Third Year of support, maintenance and hosting.

**4.2.5. Item #6 Fourth Year Support/Warranty and Hosting**

**4.2.5.1.** Bids to meet requirements of Section 3.1.9, but to be for the Fourth Year of support, maintenance and hosting.

**4.2.6. Item #7 Unit Price for Additional License(s)**

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**4.2.6.1.** Provide unit price, to be added to the Contract only by formal, approved Change Order, for a single, concurrent user license should the Board increase its total of administrative positions. Price should be all inclusive to add, configure, and train the additional user.

**4.2.6.2.** The quantity provided is an estimate only, for bid evaluation purposes. There is no guarantee that any additional licenses will be needed during the life of the Contract.

**4.2.7. Item #8 Unit Price for Professional Services**

**4.2.7.1.** Provide unit price, per hour, for any additional support hours that may be required (but only added by formal, approved Change Order issued by the West Virginia Purchasing Division), above and beyond those provided by Section 3.1.9.3, for customization of software after Acceptance, and during Second, Third, or Fourth Year's support. The hourly rate will be firm for the life of the Contract.

**4.2.7.2.** The quantity provided is an estimate only, for bid evaluation purposes. There is no guarantee that any additional professional services support hours will be needed during the life of the Contract.

**5. ORDERING AND PAYMENT:**

**5.1. Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2. PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

**6.1. Delivery Time:** Vendor shall deliver standard orders within (180) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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**6.2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4. Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1.** The following shall be considered a Vendor default under this Contract.

**7.1.1.** Failure to provide Contract Items in accordance with the requirements contained herein.

**7.1.2.** Failure to comply with other specifications and requirements contained herein.

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**7.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**7.1.4.** Failure to remedy deficient performance upon request.

**7.2.** The following remedies shall be available to Agency upon default.

**7.2.1.** Immediate cancellation of the Contract.

**7.2.2.** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3.** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1. No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a Contract modification is approved in accordance with the provisions contained in this Contract.

**8.2. Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3. Travel:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of the Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**8.4. Facilities Access:** Performance of Contract Items or Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

**8.4.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**8.4.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**8.4.3.** Vendor shall notify Agency immediately of any lost, stolen or missing card(s) or key(s).

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**8.4.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**8.4.5.** Vendor shall inform all of Vendor's staff of Agency's security protocol and procedures.

**8.5. Contract Manager:** During its performance of this Contract, the 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:** Jennifer Hamden

**Telephone Number:** 304-522-7022 x.224

**Fax Number:** 304-525-3069

**E-mail Address:** jennifer.hamden@aaronproducts.com

## Attachment "A"

### WV STATE GOVERNMENT

#### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire:

NOW THEREFORE, the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchases/vv/agencycl.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law No. 111-05, 111<sup>th</sup> Congress (2009).



- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete this tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which if (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set of the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purpose Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.306(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**I. Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosures.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been passed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 104.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WY Office of Technology immediately by e-mail or web form upon the discovery of any breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wy.us/admin/purchase/proc/sgenstd.htm](http://www.state.wy.us/admin/purchase/proc/sgenstd.htm) and

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@hhs.gov](mailto:incident@hhs.gov) or <https://apps.wo.gov/ot/InDefault.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form, and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### **5. General Provisions/Ownership of PHI.**

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.5 above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: WV Board of Accountancy

Name of Associate: Jennifer Hamden

Signature: [Handwritten Signature]

Signature: [Handwritten Signature: Jennifer J. Hamden]

Title: Executive Director

Title: Document Solutions Consultant

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

Date: 11/05/2015

Form - WVAAC-012004  
Revised 06/28/2013

APPROVED AS TO FORM THIS 26th  
DAY OF NOV 2015  
[Handwritten Signature]  
Patrick Morley  
Attorney General

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Brenda S. Turley

Name of Agency: West Virginia Board of Accountancy

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

PHI contained in Board records would include the physician's reports and releases, including, but not limited to, x-rays, diagnosis, and recommendations for an examination candidate who requests a modification to the examination due to health issues or learning disabilities.



## Exhibit "A" Pricing Page

Contract Items							
Reference	Item #	Item	Vendor Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.2.1.	1	Concurrent User License(s) for three (3) West Virginia Board of Accountancy staff members/users of Licensure/Records Product with Content Management Database System. This also includes web site redesign, administrative interface and cloud-based program for up to 5,000 various CPA members). Limited user licenses for two Board members who only need access to approve various applications. Including		n/a	n/a	n/a	n/a
4.2.2.	2	Implementation and Installation to Acceptance including First Year Maintenance and Year 1 Maintenance Support/Warranty/Hosting	DocuWare Online is set up for unlimited users. Includes data conversion from existing system.	Lump Sum	1	22,250.00	29,250.00
Contract Services							
4.2.3.	4	Year 2 Maintenance and Support/Warranty/Hosting		Year	1	18,750.00	18,750.00
4.2.4.	5	Year 3 Maintenance and Support/Warranty/Hosting		Year	1	18,750.00	18,750.00
4.2.5.	6	Year 4 Maintenance and Support/Warranty/Hosting		Year	1	18,750.00	18,750.00
Unit Prices							
<b>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 quantities are included for bid evaluation only. There is no guarantee than any quantity of the items will be purchased.</b>							
4.2.6.	7	Additional License, per User	setup and configuration of each new user. There is no charge for the license itself.	Each	5	250.00	1,250.00
4.2.7.	8	Additional Professional Services Support Hours		Hour	40	250.00	10,000.00
<b>Total Bid Amount</b>							<b>96,750.00</b>

**Exhibit "B"****References:**

**Reference #1 Name:** Jaime Cooper  
**Position:** General Manager, Vinyl Kraft Windows  
**Address:** 3404 Rhodes Ave, New Boston OH 45662  
**Telephone Number:** 740-456-4949 x.233  
**Project Name:** Questys to DocuWare conversion  
**Project Description:** We converted their database system from a Questys document management solution to a DocuWare one.

**Reference #2 Name:** Kathy McKenna  
**Position:** Business Manager, Greater Huntington Park & Recreation District  
**Address:** PO Box 2985, Huntington WV 25728-2985  
**Telephone Number:** 304-696-5954  
**Project Name:** DocuWare adoption  
**Project Description:** setup DocuWare with automated routing of documents from scanner.

**Reference #3 Name:** Taniaya Duley  
**Position:** Office Manager, Level 1 Fasteners Inc  
**Address:** 777 10th St W, Huntington WV 25701  
**Telephone Number:** 304-697-2323  
**Project Name:** Questys to DocuWare conversion  
**Project Description:** converted their Questys document management system to DocuWare.

**Exhibit "B"**

**Reference #4 Name:** Christa Coffey  
**Position:** Tippecanoe County Clerk  
**Address:** 301 Main St, Lafayette IN 47901  
**Telephone Number:** 765-423-9724  
**Project Name:** DocuWare (see attached case study)  
**Project Description:** DocuWare with web portal so all employees can access system, as well as the court, probation, prosecutor and public defender staff. Also, three public access terminals are available

**Reference #5 Name:** Laure Bernake-Stafford  
**Position:** County Prosecutor's Office, Child Support Division  
**Address:** 15 Franklin St #100, Valparaiso IN 46383  
**Telephone Number:** 219-465-3415  
**Project Name:** DocuWare (see attached case study)  
**Project Description:** DocuWare saves the agency time and money, leading to a more streamlined office workflow and faster response times.



## Tippecanoe County Moves Toward Digitizing 9 Million Pages a Year

Tippecanoe County is located in north central Indiana, half way between Chicago and Indianapolis, and has a population of 170,000. The Tippecanoe County Clerk is charged with maintaining volumes of important records. DocuWare helps the county streamline and automate this essential task.

### Initial Situation

The Tippecanoe County Clerk's Office is bringing a vast archive of legal, historical and ownership records into DocuWare. Personnel costs have been reduced by 40% and thanks to DocuWare, even with the reduction in personnel, the staff can now keep up with requests by reducing retrieval time from days to hours. With DocuWare in place the County Clerk's Office now provides a higher quality of service for the residents of Tippecanoe County.

### Documents

"No business on earth deals with as many documents as a county clerk. To give you a better idea of the volume of paper records we have, nine million sheets of paper a year pass through our office," said Linda Phillips, Tippecanoe County Clerk, "that's a lot of information."

The County Clerk's Office maintains and stores all types of legal documents. Storing the information is only one side of the coin; the county must also provide timely access to the information for internal and public use.



## Work Processes

Because of the volume of records, the county maintains numerous storage facilities. Most of the county's records dated before 1990 are stored on microfilm. Walking to the correct file room, finding the document in question, pulling the information, copying it and refiling it was a very time intensive, archaic process. Document retrieval time was as long as three days, due to the number of requests and time it took to fulfill each request.

## Solution Requirements

The County Clerk discovered that money was available in the records budget to modernize the storage of records. A plan was developed to gradually transfer the county's records into DocuWare. Depending on the volume of record requests, some record types were brought into the system from a point forward, while other types of records were backlogged to provide a larger electronic database of information and improve retrieval time.

### The Task

- Reduce filing time and costs
- Improve document retrieval
- Streamline flow of information in the court system
- Decrease workplace stress

# Solution

Information Et Records Associates, an Authorized DocuWare Partner, implemented the county's solution. Today, all 34 county clerk employees, plus the court, probation, prosecutor and public defender staff have access to the information stored in DocuWare. In addition, the county has three public access terminals that are primarily used by title researchers looking for judgments that affect property ownership.

Court orders were the first records brought into DocuWare. Now the day's paper court orders are signed by the judges then scanned and indexed by date and case number. The scanned images are reviewed for accuracy and the originals placed in storage until they can be destroyed. The electronic court orders are available by mid-morning the next day.

The next record to be digitized was marriage licenses. The last 60 years of marriage licenses were scanned from the original source book and indexed by page and book number. The use of DocuWare continues to expand. As a pilot project, the County Clerk made the court that supervises defendants with mental health issues a paperless court. Service providers along with the probation officer, counsellor, and judge all need access to weekly reports on the individuals under the court's jurisdiction. With DocuWare, service providers' reports are generated in MS Excel and e-mailed to the court clerk where the ACTIVE IMPORT module is used to automatically index the reports by: defendant, case number, and date of the next court appearance. DocuWare's INTERNET-SERVER module and security settings allow each person involved with the case to access only the information they need.

"Our paperless court is one of our most exciting new uses of DocuWare. Initially some of our judges were a little concerned about moving toward a paperless environment, but our pilot program is quickly changing minds," said Linda.

---

## Implemented Modules

- Active Import
- Autoindex
- CDMAKER
- Content Folder
- Internet Server
- Recognition

# Benefits in Detail

## User Benefits

The county records staff loves working with DocuWare. They are now able to fulfill record requests in 24 hours instead of a few days, reducing workplace stress and allowing the County Clerk's office to better serve the people of Tippecanoe County. Internally, document sharing is much faster and the information can be controlled better, helping agencies throughout the county to run smoother and more efficiently. With DocuWare, records are never "misplaced" and can be monitored by a rigid quality control system.

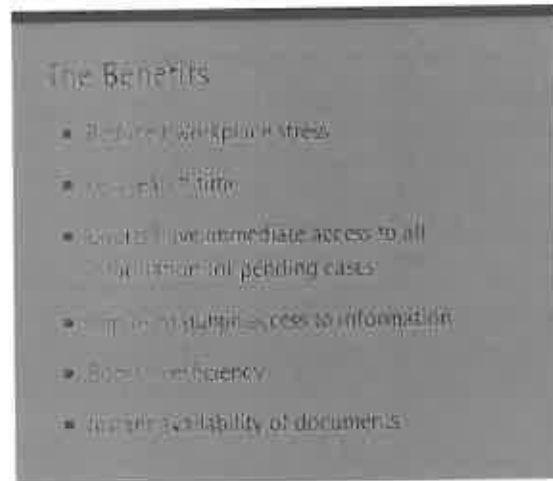
## County Benefits

In the county's paperless court, DocuWare has streamlined the process of disseminating information to multiple parties, while maintaining confidentiality. For the judge, a quick search on the "Next Court Appearance Date" field makes all the reports for the day's cases instantly available on the desktop, allowing the judge to better manage his/ her caseload. The first paperless court was so successful that a second court, which reviews child support rulings every six months, will be adopting DocuWare and going paperless once the current paper case files have been imaged and indexed in DocuWare. The DocuWare CONTENTFOLDER module will be used by the judge to provide immediate access to all the information for a pending case.

The response to the County Clerk's DocuWare system has been so positive that the system is being adopted by other county departments, allowing different county agencies to work together for the benefit of all. The Public Defender's Office will implement DocuWare and the INTERNET-SERVER module to provide contract attorneys access to case files for which the original cannot leave the building. This allows the contract attorneys to work much more efficiently, as well as dramatically reducing storage space. The Prosecutor's office can now streamline paperwork for post conviction releases by being able to access a copy of the original sentencing order online. Once the Sheriff's Office implements DocuWare, the County Clerk's Office can dramatically reduce the printing of warrants. Instead of automatically printing and shipping three paper copies of each warrant to the Sheriff's Office, the County Clerk can create the warrant, send it to the Sheriff's Office electronically and they can print only what they need. By moving to DocuWare and a collaborative program, both offices will be better equipped to track warrants.

"The Courts, Prosecutor and the Sheriff, we all have our hands on the same documents and we don't need the paper. Images are great," said Linda.

DocuWare has allowed the County Clerk's Office to realize enormous savings. Since implementing the system, budget cuts have reduced personnel costs in the records area by 40%. Thanks to DocuWare, productivity has remained constant or even improved as more and more records are stored electronically. The implementation of DocuWare has allowed the County Clerk's Office to stop their exponential need for storage space. Additionally, the collaborative effort of other county agencies moving toward document management will compound the time and cost savings for the people of Tippecanoe County.



## Conclusion

In conclusion, DocuWare allows the County Clerk's Office to be more responsive to information requests and provide a higher quality of service which helps the County Government achieve its goal of providing responsive, highquality services that enhance and maintain self-sufficiency, personal safety, economic opportunity, mutual respect, and quality of life for present and future generations.

*"Our paperless court is one of our most exciting new uses of DocuWare. Initially some of our judges were a little concerned about moving toward a paperless environment, but our pilot program is quickly changing minds."*



*Linda Phillips  
County Clerk  
Tippecanoe County*

For more information please visit our website at <http://pub.docuware.com/en/tippecanoe-county>

**DocuWare**  
*From Documents to Value*

For more information please visit our  
website at [www.docuware.com](http://www.docuware.com)





## Porter County Sheriff's Department

Case Study



### Streamlining Information

**The Porter County Sheriff's Office is using DocuWare to make their corner of Indiana a safer place, by electronically managing case reports, warrants, tickets and jail documentation. The benefits have trickled down to the residents by giving the county more time to spend serving the people.**

Porter County, Indiana, population 150,000, is located on the southern tip of Lake Michigan. The Sheriff's department employs more than 150 officers and civilians who work in the criminal justice system and are dedicated to making Porter County a better place to live, work and raise a family. In addition to serving the criminal justice needs of the unincorporated parts of the county, the Sheriff's department houses the 911 dispatch center and manages and stores the warrants for the entire county.

#### Porter County Sheriff's Department

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**Industry:** Government / Municipality

**Location:** Indiana, USA

**Application:** Records Management

**Document Types:** Warrants, Case Reports, Tickets and Jail Documentation

# Requirements

Hit by budget cutbacks Sheriff David Reynolds wanted to leverage technology to free up man-power for other tasks besides paper processing. The county started looking for a workflow system and discovered that DocuWare, an electronic document management solution, would meet their needs.

The Sheriff's office needed to manage four basic types of documents; warrants, case reports, tickets and jail documentation.

As keeper of all the active warrants for the entire county, the Sheriff's office manages 5500 plus active warrants.

Warrants are issued by a judge, recorded by a county clerk and issued to the Sheriff's warrant Division. New warrants are received in batches of 30-50 two or three times a week and are filed alphabetically. A warrant remains active until an arrest is made or the warrant is recalled.

The second type of document, case reports, are generated every time a deputy responds to an incident. The average report is 10-12 pages long and contains basic identifying information and a narrative of the event. Supplementary reports or other documents also needed to be kept and filed with the initial report. The volume of case reports varies from 15-60 per day and the average retrieval time was about 15 minutes.

The Sheriff's department is also required to store a copy of every ticket issued. The tickets were filed in bundles by ticket number and classification. With 200 plus tickets issued a week and a county requirement to store the tickets for 10 years, finding a requested ticket was a time consuming endeavor. Additionally, the Sheriff's office needed to manage a ballooning volume of internal jail records.

Before DocuWare, warrants were stored in two file cabinets in the 911 dispatch room. Dispatchers handle all police, fire and EMS for the county. In order for an active warrant to be verified, prior to an arrest, deputies and police officer's would have to call the dispatch center. Each of the dispatchers on duty get 4-5 calls per hour that may deal with life and death situations; warrant verification calls had the potential to disrupt 911 service.

The workflow for storing and reviewing case reports was very inefficient. Using a Word template the deputies would type their reports, print them and hand a hard copy to their commanding officer. Once approved, the commanding officer would send the report to the Records department, where the four-person records staff would spend six hours a day re-keying the reports into a law enforcement management program. Other inefficiencies also existed. To keep updated on the crime pulse of the county, every morning each of the six detectives and the captain visited the records room and made a copy the previous day's cases.

With an inmate population of 350, keeping up with the filing of jail records was beginning to seem impossible with the time and workload constraints in the jail division. Stacks of paper piled up, while other more immediate tasks were completed. Records were filed by date and accessed several times a day.

# Solution

The three-man IT department maintains a network of over 200 PC workstations and 12 servers.

Jon Miller, Network Systems Administrator and David Sheibels, the Porter County C-Comm 911 Director worked with Sheriff Reynolds and Authorized DocuWare Partner, Information & Records Associates, Inc., to outline the department's requirements. The Sheriff's Office wanted a system that would streamline their existing workflow, reduce manual processes, as well as speed up the filing and retrieval of documents. With the budget crisis Porter County was facing, the Sheriff also wanted to leverage his staff's time to better utilize their most valuable skills by reducing mundane document administration tasks.

### The Tasks

- Streamline existing workflow
- Reduce manual processes
- Speed up the filing and retrieval of documents
- Reduce time spent on administrative tasks

### Applied Modules

- CDMAKER
- Internet Server
- LINK

Information & Records Associates, Inc. implemented DocuWare and the, INTERNET-SERVER, CDMAKER and LINK modules. A Systems License, seven FULL FUNCTION LICENSES and an unlimited site READ-ONLY license were also part of the solution. In addition, the Sheriff's Office purchased a file server, CD jukebox server and four Fujitsu scanners.

Today, all of the warrants are scanned into DocuWare and indexed by the Warrants Division. Now, when a warrant verification call comes into the dispatch center, the dispatcher never needs to leave their desk. With a click of a button, the warrant can be verified as active and an arrest can be made immediately. After a warrant has been served or disposed of it is moved to a separate filing cabinet.

The records staff scans and manually indexes all of the previous day's case reports in less than one hour. By 8:00 a.m. all case reports from the previous day are available in DocuWare.

"Warrants and case reports are very time sensitive documents for us. In less than an hour, the documents are digitally available for quick access by our detectives and dispatchers," said Jon Miller.

Speeding tickets are scanned every few weeks. Though the county is still required to store a paper copy of the ticket, the time savings are clearly seen on the retrieval side. With only a few basic index fields, retrieval is quick and painless.

The jail is actively scanning all of their internal booking forms then shredding the paper documents. Because the documents are not time sensitive and are only accessed by administrative personnel, they are only scanned once a week. In a four to six hour block, the week's booking information is digitized.

## Benefits

On an individual level, the time savings the records staff, detectives and dispatchers experience from accessing information electronically has reduced job stress and lowered employee turnover. By implementing DocuWare, Porter County gave their employees a powerful tool to help them do their jobs better and allocate more time to actually serving the people of the county, increasing job satisfaction. Additionally, DocuWare has allowed the employees to meet the county's code of professional responsibility that entails striving for individual improvement and enhancing technical knowledge, training and education.

Managing warrants in DocuWare plays an important role in the safety of the people of Porter County. Since implementing DocuWare, 911 dispatchers never have to leave their desks to verify a warrant, allowing them to stay close to their phone and crucial monitoring systems.

### The Benefits

- The department received a return on investment in one year, strengthening the Sheriff's Office fiscal policies
- Improved public safety because 911 dispatchers can verify information without leaving their desk
- Streamlined work processes by sharing information between departments, saving the records staff over 78 man-hours a week and providing detectives with a searchable database
- Reduced workplace stress

DocuWare

This document can also be found here:

<http://pub.docuware.com/en/porter-county-sheriffs-department>

For more information please visit our website at:

[www.docuware.com](http://www.docuware.com)

By storing information electronically, the Sheriff's Office is now easily able to share information between departments, gaining important new efficiencies. For example, managing the warrants electronically not only benefited the 911 department by having dispatchers focus on their emergency calls, but also allowed the Jail Administration to perform a warrant check on every visitor to the county jail. As a result of this cross check, the Sheriff's Office makes two to three arrests a month. Furthermore, using DocuWare to manage warrants has allowed the Porter County Sheriff's Office, the largest law enforcement agency in the county, to meet its mission of leading by example and providing prompt assistance to other law enforcement agencies, resulting in more effective, efficient and responsive law enforcement county wide.

## Conclusion

At least 80 people are now using DocuWare, and the Sheriff's Office calculates that they received a return on investment in one year. This proves that DocuWare plays a crucial role in the Sheriff's Office's use of sound fiscal policy, ensuring accountability to the public and maintaining the Sheriff's focus on directing resources to help county employees spend more time serving people and making Porter County a better place to live, work and raise a family.



"I knew that if we could realize more efficiency in handling our records and reporting that my staff could devote more time to serving the people of Porter County. Implementing DocuWare allowed us to streamline time-intensive administration tasks and helps prepare us for the next century."

David Reynolds, Sheriff, Porter County Sheriff's Department

WV-10  
Approved / Revised  
08/01/15

# 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 Vendor Preference, if applicable.

- 1.  Application is made for 2.5% 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,
- 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,
- 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% 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.  Application is made for 2.5% 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.  Application is made for 5% 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.  Application is made for 3.5% 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.  Application is made for 3.5% 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.  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: ARON'S BUSINESS SOLUTIONS

Signed: [Signature]

Date: 11/05/2015

Title: Executive Administrator

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: AARON'S BUSINESS SOLUTIONS

Authorized Signature: *Mark R. Hanna* Date: 10-26-15

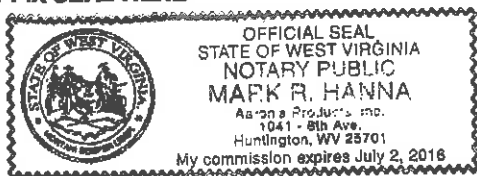
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of October, 2015.

My Commission expires July 2, 2016, 20  .

**AFFIX SEAL HERE**



**NOTARY PUBLIC** *Mark R. Hanna*

**ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

**Aaron's Business Solutions**

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

11/05/2015  
\_\_\_\_\_  
Date

Date

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

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Aaron's Business Solutions

(Company)

Jennifer Hamden Jennifer Hamden, Document Solutions Consultant  
(Authorized Signature) (Representative Name, Title)

304-522-7022 x.224, 304-525-3069, 11/05/2015

(Phone Number) (Fax Number) (Date)



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# **White Paper DocuWare Online**

**Version 1.0**

**December 2013**

## **Impressum:**

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## **Disclaimer:**

This document was compiled to the best of our knowledge and with great care. All

references are to DocuWare Online. Essentially, this white paper sets out to describe the basic technical structure and security concept for DocuWare Online. There may be small or temporary differences, but only with respect to individual functions in a particular version.

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**CERTIFICATION AND SIGNATURE PAGE**

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Aaron's Business Solutions

(Company)

Jennifer Hamden, Document Solutions Consultant

(Authorized Signature) (Representative Name, Title)

304-522-7022 x.224, 304-525-3069, 11/05/2015

(Phone Number) (Fax Number) (Date)

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# DocuWare

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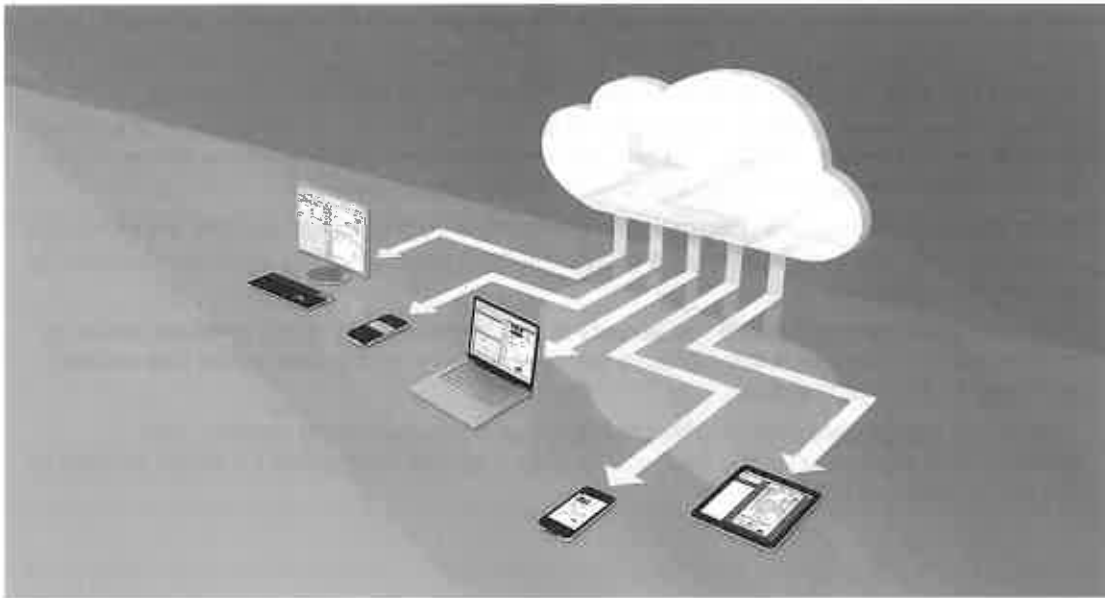
# 1 Objectives of This White Paper

Your information is your asset! With our new cloud-based document management solution, DocuWare Online, we are offering you even greater availability and security for your documents. Data security and performance are and always have been DocuWare's top priority.

This white paper presents the measures which have been implemented for data security and fail-safety. It includes all preventive measures against accidental or deliberate manipulation of managed content, and against data loss. Security features also include measures that guarantee data protection and ensure that changes within the system are traceable. This should provide readers with a technically sound understanding of the DocuWare Online system's structure and security. This white paper addresses clients (users), consulting companies, IT magazines, and distribution partners. It assumes a certain level of technical knowledge about the structure of modern software applications, ideally of document management systems. Detailed knowledge of current or previous DocuWare versions is not necessary.

## 1.1 Introduction

Cloud computing is a new way to use software: You can use DocuWare Online to store, search, display, download, and edit documents, and integrate them into your business processes over the Internet without any traditional software installation on your local computer. Your documents are securely stored in the cloud. Once you have entered your user ID, you will find yourself back in your normal working environment with access to all your documents and processes no matter the place or time.



## 2 Architecture – Overview

The structure of DocuWare Online can be organized into two broad areas:

- The hosting (infrastructure)
- The DocuWare system

In order to offer its customers the greatest possible security and performance, DocuWare decided to work in partnership with a professional host. The host will take over the operation of the entire DocuWare Online infrastructure at its data center.

### 2.1 Hosting

A next-generation IaaS ("Infrastructure as a Service") provider was chosen to be the host. Using the latest cloud technologies, the provider offers the best operating conditions for DocuWare Online. The hardware is separated from the software using the latest virtualization technology and provided to the customer as an infrastructure service via stable virtualized server resources. Unlike real hardware, this virtual infrastructure can be adapted to the customers' current needs flexibly and quickly at any time. This means we are always able to guarantee ideal performance with optimized costs, regardless of how many customers are using our system at any given time.

#### General

It is imperative for a cloud provider to ensure that the infrastructure is constantly available. To this end, measures have been taken in all areas to prevent the existence of any "single point of failure." In many cases, critical components have as many as three or four backups.

- Every system operates with a RAID-60 storage system and is equipped with ample reserve capacity. This guarantees maximum protection of the data and smooth, uninterrupted server operation even if there is an error. In the unlikely event that a server outage occurs despite these measures, the virtual systems running on the server automatically migrate elsewhere and are soon operational again.
- Data storage locations are unquestionably protected from outages, as they are physically separated from the host servers and exist in multiple parallel copies on a high-availability system (see "Storage").
- The network connection for all the servers is always redundant. Each physical server is connected to several LAN segments in the data center and the data center has several separate Internet connections.
- The virtual servers are kept in different fire zones (high-availability zones). This geographical separation of the hardware makes it almost impossible for virtual servers to fail due to external influences.

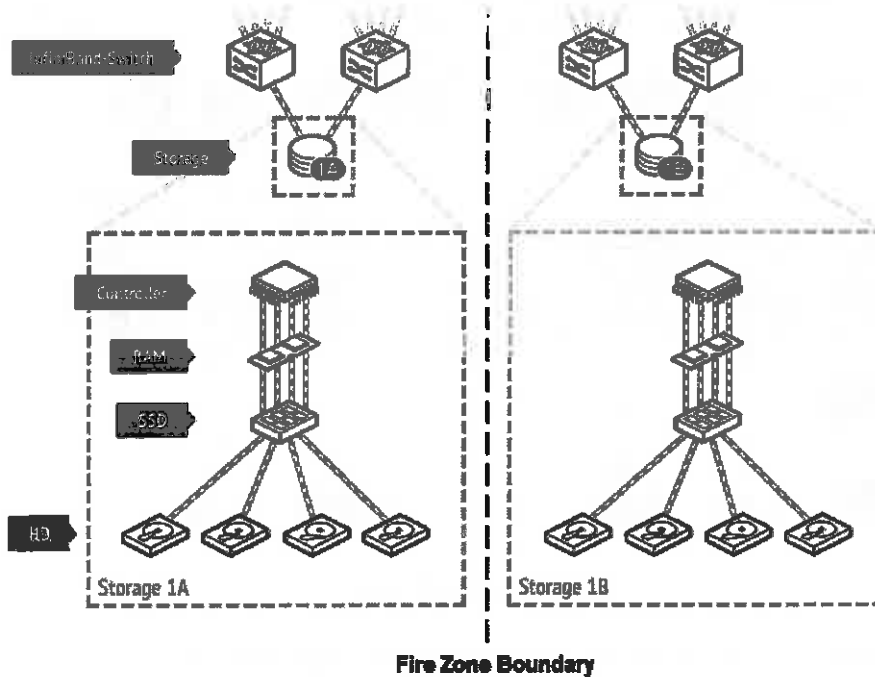
### Servers

Every virtual system runs on a specially optimized hardware platform. Moreover, the virtualization solution used in many areas has been optimized for the hardware present, offering optimum protection from outages and a consistently good performance:

- The resources allotted to a virtual machine (CPU, memory, etc.) are exclusively available to that machine. Multiple customers never use overlapping resources.
- You can use a graphical interface to adjust the number of CPU cores or the memory size at any time. The changes take effect immediately after the virtual machine is restarted.
- You always have the option of unlimited console access to the virtual machines.

### Storage

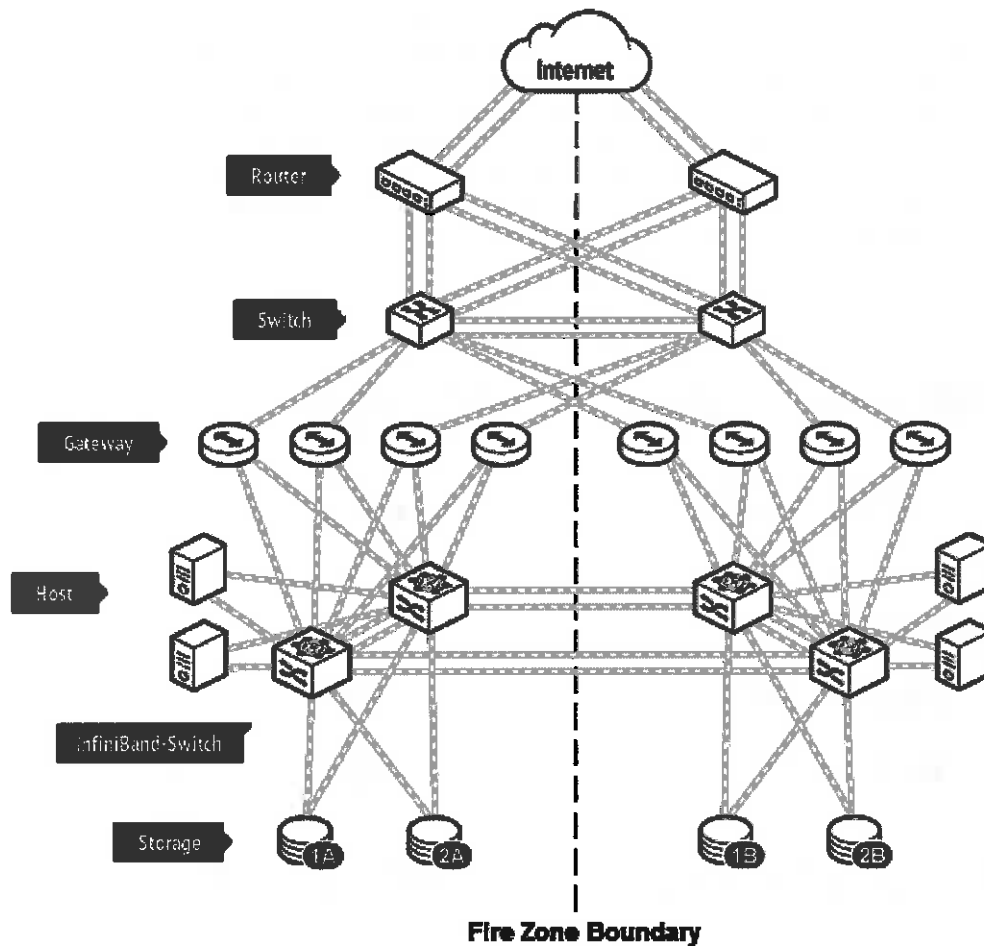
As with the host machines, all storage uses RAID 60 hard disks exclusively. Although storage with RAID 60 technology can already compensate for the failure of several hard drives, storage server systems are also redundantly hosted to ensure that your data is optimally protected. Each storage unit is made up of two subunits, which are always kept in different fire zones in the relevant data center. Both subunits work synchronously and each contains the entire database. Each subunit also stores the data redundantly again within the unit. Each subunit also has a set of SSD hard drives (hard drives without mechanics on RAM basis) as a cache in order to optimize the speed of the unit.





**Networks**

The connection between the host systems and the Internet is a large factor in-determining the overall system's speed. Beyond that, the connections among the various systems and to the storage servers play an even greater role. That is why our data center employs the latest high-performance data transfer technologies. Instead of 10 GBit Ethernet (10 GbE), only 4x QDR InfiniBand technology that supports maximum transfer rates of up to 4 x 10 GBit/s with a switch latency of 200 ns is used. Our data center thus offers transfer rates 4 times faster and latency periods 10 times shorter than comparable 10 GBit Ethernet technology. InfiniBand is also less susceptible to failure than 10 GBit Ethernet and allows the infrastructure to be scaled more quickly without any loss of performance or efficiency.



*Schematic Representation of the Network Connections in the Entire System*

## Data Storage / Data Security

To account for local conditions, documents and data are saved in the customer's region. That way the operation of the system and data follow the locally applicable data protection standards:

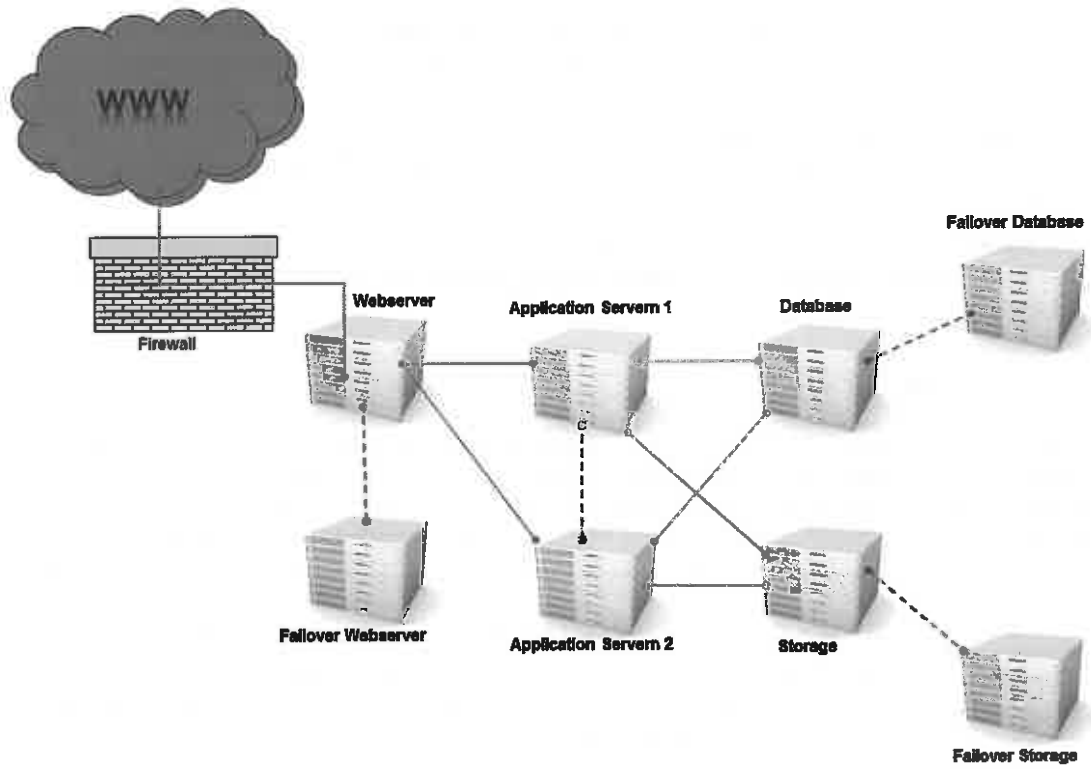
- All customers from the EMEA region are hosted by a data center in the EU. They are therefore subject to European data protection standards and the German Federal Data Protection Act.
- All customers in the North and South America region are hosted in our United States data center. They are therefore subject to US data protection guidelines (including the US Patriot Act).

## 2.2 DocuWare System

DocuWare allows companies to tap into the value-adding potential of documents and their contents. The DocuWare 5 document management system is the state-of-the-art software for professional enterprise content management (ECM) and tamper-proof electronic archiving. In designing DocuWare Online, it was and has remained our top priority to ensure optimum performance and the highest possible level of fail-safety during the operation of DocuWare 5.

DocuWare Online essentially consists of two components:

- The DocuWare organizations contain the encrypted customer data. Each customer has their own specific organization, which only they can access. Each organization can be clearly identified by its organization ID, and is completely separate from other organizations.
- The DocuWare system includes all the servers and services for the operation of DocuWare 5. All servers are redundantly available to ensure the full functionality of DocuWare Online at all times, even in the event of server failure. If a failure does occur, the system continues running uninterrupted on the twin or other available server.



The DocuWare system consists of the following components:

- 1 Two application servers (1 & 2) contain all the important DocuWare services, which are needed for the operation of the DocuWare system, such as :
  - Authentication Server
  - Content Server
  - Workflow Server
  - Fulltext Server
  - Notification Server
  - Thumbnail Server
  - Job Processor



- 2 Two Web servers (the Web server & failover Web server) are home to the IIS (Internet Information Service) and are responsible for generating web instances for DocuWare organizations.
- 3 Both customer databases and system databases are, completely redundantly, saved on two database servers (the database & failover database).
- 4 The encrypted customer data is, completely redundantly, saved on two storage servers (storage & failover storage).
- 5 In order to protect DocuWare Online against attacks over the Internet, a professional firewall solution is deployed to guarantee the comprehensive protection for the systems. It includes the following components, among others:

Anti-malware technologies, which use generic signatures and heuristic technologies to catch even malware variants which do not match a specific signature.

Intrusion prevention technologies protect the system from vulnerabilities which can be caused by plug-ins.

URL filtering efficiently blocks malicious websites by using several URL filters, and anti-phishing and anti-malware technologies.

Reputation services, which ward off spy and malware attacks at an early stage even before signatures are available for them.

## 3 Security Concept

The DocuWare Online system's architecture was designed with the primary considerations of data security and administrative process accountability. It is thus guaranteed that documents can only be opened or edited by individuals who are authorized to do so. This applies to users within a customer's system as well as to the system as a whole. There is a strict, fundamental separation between

- customer data (DocuWare organizations)

and

- system data (the DocuWare system).

Administrators only have access to the data necessary to operate DocuWare Online. They are never capable of accessing customer data, as the system automatically prevents it. Furthermore, a system has been implemented to enable monitoring and permanent recording of instances of administrator access. This means that all changes to the DocuWare Online system are traceable accountable at all times.

### 3.1 Encrypting Communication

All of DocuWare Online's data traffic is encrypted as a rule. That applies to the connection between the client and the online system as well as to communication among servers. Thus there is no way for data or information to be intercepted inside or outside of the system.

A Secure Site SSL Certificate (from VeriSign) with an encryption rate of up to 256 bits is used for the encryption. Extended validation technology instantly assures the user that the connection is secure and validated by coloring the address bar green.

### 3.2 Document Encryption

All documents saved in DocuWare Online are automatically encrypted using the AES (Advanced Encryption Standard) encryption process. AES is the successor to DES (Data Encryption Standard). AES is currently one of the most secure symmetric encryption processes. It is approved for use by the US government as the US encryption standard for documents with the highest security clearance level (top secret) and meets the strictest security requirements.

An asymmetric key pair is generated for each file cabinet. The private key is used to encrypt the symmetric keys which are created when the documents in a file cabinet are encrypted. The private key for a file cabinet is, in turn, encrypted using a master key.

DocuWare relies on the use of AES-256 with the maximum key length of 256 bit for maximum protection when encrypting. A key length of 4096 bits is used for the encryption of symmetric keys. A new symmetric key is generated for each document. This increases security, as there would only be a relatively small encrypted data set available for a potential attempt at decryption.

### 3.3 Access Control for Maintenance Users

In our approach to DocuWare Online's maintenance, we have put in place a strict division between maintenance users and maintenance administrators. Maintenance users have a very limited spectrum of rights and can only perform actions on the system that help ensure the system's smooth functioning. These are, more specifically:

- Restarting DocuWare services
- Access to server event logs
- Access to system databases
- Access to local IIS instances

This enables maintenance users to analyze potential problems and rectify them using targeted measures. This security access level applies to all initial analyses and "normal" maintenance activities.

Under no circumstances do maintenance users receive access to customer data or to directories in which customer data is stored.

### 3.4 Access Control for Maintenance Administrators

Specific activities do require full (or comprehensive) administrative rights to the DocuWare Online systems. In order to guarantee 100 percent protection of data in these cases as well, maintenance administrators' access procedures are strictly defined and are also completely recorded and supervised.

- Each instance of access to DocuWare Online systems occurs in an RDP session.
- Following a separation of duties approach, the passwords are stored in preconfigured RDP shortcuts and are thus never disclosed to the administrators. The only way to launch a session is by clicking on the RDP shortcut. Part of the password is determined by a member of DocuWare management.
- Every RDP session is logged using special software and saved in a secured DocuWare file cabinet. The Vice President of Online Operations is automatically informed of every log, and holds responsibility for supervising and approving the session. This ensures that all administrative activities are supervised and completely documented.
- The maintenance administrators' passwords are kept with a security server and transmitted in two separate parts. In exceptional cases, the password may be requested via a 24/7 hotline. Password requests are automatically forwarded to the Vice President of Online Operations. The password must then be reset and transmitted on the following workday.

## 4 Fail-Safety

Constant system availability is a basic precondition for a Cloud service's success. Point 3, "Architecture – Overview," already documents a wide range of comprehensive measures to guarantee this. Beyond those mentioned here, even more organizational measures have been made to boost the level of fail-safety further still.

### 4.1 24/7 Support

DocuWare Online is supported around the clock by an experienced support team. Any unexpected issues are reported and resolved on an ongoing basis (see point 7, "DocuWare Online Monitor – Performance Check"). Employees are warned about such instances via a multilevel system of email, monitor alerts, or text messages, depending on urgency, and are prepared to react appropriately.

### 4.2 Snapshot Backup

Together with the measures described in section 3.1, snapshots of the virtual machines in use are also created at regular intervals. This ensures that a server can be completely restored if there are any unexpected problems. The strict separation of data and functionality ensures that this measure is never applied to customer data or documents.

### 4.3 Logical Distribution of the Virtual Servers

For the best possible protection against hardware failures, the virtual DocuWare servers are operated on multiple host systems. This ensures that a failure of a physical hosting system would not effect more than one redundant component of the DocuWare system.

## 5 Performance

Thanks to DocuWare's multi-client capabilities, DocuWare Online is able to make optimum use of its resources. Thus it does not matter whether an organization generates a very high load (such as through many users) or a very low one. Every user always benefits from the full data and storage performance. Moreover, the system makes it possible to react to any weaknesses in short order so that additional capacities can be added to the system.

### 5.1 Load Balancing

On the DocuWare Online system, the load is, in principle, distributed across all available servers. This contributes to a balance in the available servers' workloads and ensures a consistently high performance level of the system overall. If predefined thresholds are exceeded, additional capacities (CPU power or memory) or complete virtual servers can be added. The process for this depends on the part of the DocuWare system which is affected.

### 5.2 Dynamic Performance Adjustment

Our support team has access to a variety of options to help us react quickly and flexibly to fluctuating loads:

- Extending the existing virtual server by adding additional processing cores or additional storage space. This is performed within seconds and takes effect immediately after the virtual machine is restarted. Thanks to the entire system's failsafe structure, this step can be carried out during operation without any interruptions. With the upcoming versions of Windows Server Datacenter Edition, it will be possible even without restarting.
- Adding entire virtual servers, either by booting up extra servers from standby as needed, or by supplying entirely new virtual servers based on a preconfigured installation package.



## 6 DocuWare Online Monitor – Performance Controls

All DocuWare servers and services are automatically monitored and report any system failures or performance bottlenecks immediately. A special service has been developed for this, which specifically monitors all the important parameters for our online system. These include the CPU load, working storage utilization, free hard disk space, and the accessibility of DocuWare services, among other things. In addition, complete functional tests are regularly carried out to test the login procedure, storage, search, and other important features of DocuWare. If an error occurs or the tests cannot be completed in the specified time, the DocuWare Online support team will be notified immediately. This notification is sent either by email or SMS, depending on how urgent it is. If it is extremely urgent, the error will be immediately reported and rectified at any time of day.

Global		Services	
<b>DWDS</b>		<b>SQL Server Agent</b>	
CPU Usage in %	0.12	CPU Usage in %	0
RAM Usage in MB (8GB)	7536	RAM Usage in MB	6882.12
CPU Used (max. 50GB)	23.37		
<b>DWAPP1</b>		<b>Services</b>	
CPU Usage in %	0.47	Authentication Server	CPU Usage in % 0
RAM Usage in MB (8GB)	901	Thumbnail Server	RAM Usage in MB 23.94
CPU Used (max. 8GB)	25.31	Content Server	CPU Usage in % 0
		Workflow Server	RAM Usage in MB 41.48
			Notification Server
			CPU Usage in % 0
			RAM Usage in MB 26.45
			Rated Server
			CPU Usage in % 0
			RAM Usage in MB 64.45
<b>DWAPP2</b>		<b>Services</b>	
CPU Usage in %	2.21	Authentication Server	CPU Usage in % 0
RAM Usage in MB (8GB)	1798	Thumbnail Server	RAM Usage in MB 26.94
CPU Used (max. 50GB)	23.46	Content Server	CPU Usage in % 0
		DocuWare Maintenance Service	RAM Usage in MB 14.16
		Workflow Server	CPU Usage in % 0
			RAM Usage in MB 31.56

## 7 Logging Users and Processes

DocuWare offers comprehensive logging options to help DocuWare organizations keep constant track of all their internal processes. This makes it possible at any time to determine who within your organization has deleted or modified a particular document. To this end, a login agent must be defined and enabled in DocuWare Administration. The types of information to be logged can be specified during the configuration of login agents:

- Actions such as sending documents
- File cabinets such as the Accounting file cabinet
- Users or user groups, such as Administrators
- A combination of parameters

## 8 Backup/Restore

DocuWare Online's existing standards already guarantee you optimum data security and availability. We can offer additional options for customers with special or unusually high requirements.

### 8.1 DocuWare Request

With DocuWare Request, you have the ability to make a copy of your data on an external storage medium, either once or at regular intervals. The customer can freely define the extent of the backup. This means they can request an incremental backup of a file cabinet twice a year, for example. Data created in this manner can be imported into a DocuWare organization at any time, and can be searched and displayed using the query program included in delivery independently of a DocuWare system. To set up a DocuWare Request backup, please contact technical support.

### 8.2 Backup System

All web customers have the option of signing up for a complete backup system for their organizations. With this service, the backup system is updated with all changes to documents in the main system on a regular schedule. The documents can be restored from the backups at any time or are available for read access in a worst-case scenario. Primary and backup systems are always geographically separated on separate continents. Up to five users have access to their documents via Web Client as usual. To set this up, please contact our technical support.

## 9 Data Handover upon Termination of the Contract

If, upon termination of the contract, you wish to have a copy of all of your data in the form of a DocuWare Request (see "9.1 DocuWare Request"), this will of course be provided. Following termination of the contract, we will securely and irrecoverably delete all data.

## 10 Quality Guarantee

DocuWare regularly has its product and the company tested and certified by independent institutions: Three certifications prove, that also DocuWare Online meets the very highest of requirements as document management system.

### DocuWare Online is certified as DMS



DocuWare is certified according to ISO 27001:2005. This standard specifies the requirements for the production, introduction, operation, monitoring, maintenance, and improvement of a document information security management system (ISMS). The focus of the certification is DocuWare Online.

### DocuWare guarantees audit-compliant archiving



The DMS supports the requirements for archiving documents that are subject to mandatory retention according to the rules of orderly bookkeeping, and guarantees audit-compliant, long-term archiving according to HGB/AO, GoBS, and GDPdU, according to the auditing standard PS 880 of the German Institute of Auditors (IDW). This certification is especially important in Germany.

### Quality management meets international standard



As a DMS manufacturer, DocuWare meets the international standard DIN EN ISO 9001:2008, which acknowledges DocuWare a "good quality management system" in respect of "the development and sales of a standard software for document management.

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