



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 118245

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000187728

Legal Name: ALBERTSON CONSULTNG INC

Alias/DBA:

Total Bid: \$73,500.00

Response Date: 11/03/2015

Response Time: 16:21

SO Doc Code: CRFQ

SO Dept: 0918

SO Doc ID: ACB1600000001

Published Date: 10/21/15

Close Date: 11/5/15

Close Time: 13:30

Status: Closed

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

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 118245

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

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation No	Version
	2015-11-05 13:30:00	SR 0918 ESR11021500000001923	1

VENDOR

000000187728
 ALBERTSON CONSULTING INC

FOR INFORMATION CONTACT THE BUYER

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

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	e-licensing Database Management Program RFQ 4.2.1.	1.00000	LS	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description : e-licensing Database Management Program
RFQ Section - 4.2.1.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Implementation and Installation to Acceptance RFQ 4.2.2.	1.00000	LS	\$46,000.000000	\$46,000.00

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.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Year 2 Maintenance, Support/ Warranty/Hosting RFQ 4.2.3.	1.00000	YR	\$7,500.000000	\$7,500.00

Comm Code	Manufacturer	Specification	Model #
81111507			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Year 3 Maintenance, Support/ Warranty/Hosting RFQ 4.2.4.	1.00000	YR	\$7,500.000000	\$7,500.00

Comm Code	Manufacturer	Specification	Model #
81111507			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Year 4 Maintenance, Support/ Warranty/Hosting RFQ 4.2.5.	1.00000	YR	\$7,500.000000	\$7,500.00

Comm Code	Manufacturer	Specification	Model #
81111507			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Additional License - per User RFQ 4.2.6.	5.00000	EA	\$0.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description : Additional License - per User
RFQ Section 4.2.6.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Additional Professional Services Support Hours - RFQ 4.2.7.	40.00000	HOUR	\$125.000000	\$5,000.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description : Additional Professional Services Support Hours
RFQ Section 4.2.7.



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 LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Albertson Consulting Inc (Big Picture Software)
 21 Main street South Suite 201
 Minot, ND 58701
 701-839-1523 Ext 114

FOR INFORMATION CONTACT THE BUYER

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

Signature X

David [Signature]

FEIN#

45-0459847

DATE

10/24/2015

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.

ACB160000001	Document Phase Draft	Document Description Database management system for CPA licensees	Page 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

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 heath, 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.

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: Daniel Albertson

Telephone Number: 701-839-7523 Ext 101

Fax Number: 520-300-7033

E-mail Address: Dan@ebigpicture.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/purchase/vrc/agencyli.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. 111th 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 the 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 it (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 or 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 Purposes 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 164.308(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.

- f. **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 Disclosure.** 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 flowed 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 § 164.504. 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.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.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.b. 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: Albortson Consulting Inc
Big Picture Software

Signature: Brinda S. Turley

Signature: _____

Title: Executive Director

Title: CEO

Date: _____

Date: 10/25/2015

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
Patrick Morrissey
Attorney General
BY _____

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	We are bidding a one-time LS (Lump Sum) for (Item# 1) which is for the initial Big Picture Software License for (3) of the boards staff members. Bid also includes website Inegration into existing website, administrative interface program and database program for the various licenses and certificates currently residing in the existing WV Board of Accountancy (database)				
4.2.2.	2	Implementation and Installation to Acceptance including First Year Maintenance and Year 1 Maintenance Support/Warranty/Hosting	Cost is for a LS (Lump Sum) payment for professional services for implementation & stand-up of the system, including implementation of cloud-based program. Importing of records/data, board staff training, (2) onsite visit and all other requirements set-fourth in the RFQ to meet the boards requirements. This Lump Sum bid also includes the "First Year" Support/Warranty/Hosting of the software.	Lump Sum	1	0.00	46,000.00
Contract Services							
4.2.3.	4	Year 2 Maintenance and Support/Warranty/Hosting	The cost reflects our 2nd year for the licensing of our software along with Support/Warranty/Maintenance agreement and Hosting. Includes five (5) non-accumulating support hours. Assigned hours can be used for development or general system support.	Year	1	0.00	7,500.00

4.2.4.	5	Year 3 Maintenance and Support/Warranty/Hosting	The cost reflects our 3rd year for the licensing of our software along with Support/Warranty/Maintenance agreement and Hosting. Includes five (5) non-accumulating support hours. Assigned hours can be used for development or general system support.	Year	1	0.00	7,500.00
4.2.5.	6	Year 4 Maintenance and Support/Warranty/Hosting	The cost reflects our 4th year for the licensing of our software along with Support/Warranty/Maintenance agreement and Hosting. Includes five (5) non-accumulating support hours. Assigned hours can be used for development or general system support.	Year	1	0.00	7,500.00
Unit Prices							
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.							
4.2.6.	7	Additional License, per User	Our pricing Model is not based on a "Per User" matrix. There is no extra cost for additional staff or board members to be added to the system.	Each	5	0.00	0.00
4.2.7.	8	Additional Professional Services Support Hours	Any additional "Support Hours" will be billed at \$125.00 per hour.	Hour	40	125.00	5,000.00
Total Bid Amount							73,500.00

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.

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: Albertson Consulting Inc

Authorized Signature: [Signature] Date: 10/19/2015

State of North Dakota

County of ward, to-wit:

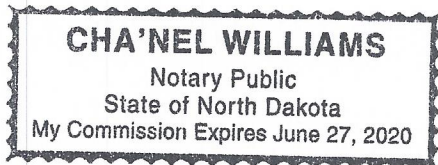
Taken, subscribed, and sworn to before me this 19th day of OCTOBER, 2015.

My Commission expires JUNE 27TH 2020, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 08/01/2015)



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

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 **with** 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.

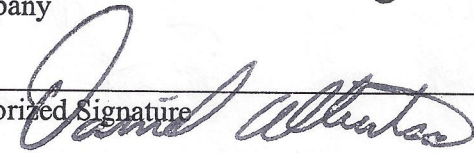
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input 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.

Albertson Consulting Inc/Big Picture Software
Company


Authorized Signature

10/24/2015
Date

NOTE: This addendum acknowledgment 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.

Alberson consulting Inc / Big Picture Software
(Company) *and others*

(Authorized Signature) (Representative Name, Title)

701-839-7523 10/24/2015
(Phone Number) (Fax Number) (Date)

RFQ Response for
Database Management System for CPA Licensees

Prepared for:

West Virginia Board of Accountancy

In response to

CRFQ 0918 ACB1600000001

October 26th, 2015

By

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



October 26th, 2015

Brenda Turley, Executive Director
West Virginia Board of Accountancy
405 Capital Street, Suite 908
Charleston, WV 25301-1744
(304) 558-3557

Dear Ms. Turley,

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

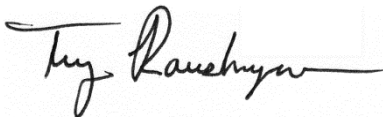
Our unified online system facilitates a robust website, a powerful and flexible database interface and an administrative interface, so you are able to manage your day-to-day operations easily and efficiently. Our unified system leads to much lower support and operating costs long-term.

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

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

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

Regards,



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

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Introduction

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

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

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

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

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

What We Offer

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

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

Corporate Experience

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

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

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

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

What Makes Us Different

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

We believe our proposal is unique for several reasons:

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

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

In Closing

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

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

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

If you have any questions regarding the cost proposal, please contact Troy Rauschenberger, Director of Government Markets, at troy@ebigpicture.com or you can call 701-839-7523 Ext. 114. Thanks again for allowing Albertson Consulting the opportunity to present our cost proposal. We look forward to speaking with you.

Understanding of Scope

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

Board will require redesign and integration into the boards pre-existing web-site. The website re-design will integrate online applications, renewals, disciplinary/regulatory components, documents, calendars, news and articles to communicate with constituents. The system will provide functionality to allow end-users/staff the ability to search license verification, update and change address of licensee along with staff functionality to search, sort, and export any data field within the database. The system will include functionality to print licenses and wallet cards along with certificates, receipts as well as the ability to process payments through the WV State Treasurer's Office system.

The system will also provide a secure cloud-based documentation program interface which will reduce the steps required to perform any actions of the end-user, either the licensee or board staff member. The contract with the vendor will provide software licensing, customization & implementation of the software to meet the board's requirements within this RFQ. The contract with the vendor will also provide a hosted solution and support, training of staff including a redesign and integration of the current website for functionality with the new system. Board will retain ownership of all the boards' data and license a copy of Big Pictures licensing software. The Big Picture licensure management /database software is supported 100% internally by our staff.

The contract price will also include the data conversion of current records. Currently the existing database consists of 2,500 Active Certified Public Accountants, 250 CPA-Inactive, and 450 Active Firms and roughly 500 Exam Candidates. The current database consists of both Active, Inactive, Pending, Exam Candidate, CPE Non-compliant, Lapsed, Not Assigned, PA-Inactive, Pending, Exam Candidate, CPE Non-compliant, Lapsed, Not Assigned, PA Inactive, Passed, Ineligible, Probation, Provisional, Retired, Revoked and Suspended records. The board maintains all historic records of all disciplinary actions that have taken place, with information appropriate for public consumption which will be made available through the board's website as part of the licensure software. The board is currently manages around 3,500 active records annually with roughly 8,500 individual's records and 3,200 employers and/or firms. The proposal deliverables listed below will meet or surpass the board's requirements listed in the RFQ within the quoted price. The board staff currently consists of five (3) staff members and seven (7) board members appointed by the Governor.

Software Ownership

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

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

Data Conversion Service

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

Implementation Costs & Terms

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

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

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

Albertson Consulting Inc. prefers to enter into a multi-year contract and recognizes and agrees that all maintenance, enhancements and support beyond the Annual License/Support Plan and outside the initial scope of work, will be billed at **\$125.00 per hour** commencing upon execution of the contract.

Deliverables for General RFQ Requirements

Vendor Hosted System

Albertson Consulting Inc., pricing includes a vendor hosted solution for the board.

Website Redesign and Functionality Integration

Albertson Consulting Inc. will work with the board to develop an integrated website utilizing the Board's existing website layout and content. The website integration will allow the board to manage online applications, renewals, accreditation tracking, and certification of engineering companies. Other key functionality will include tracking, disciplinary/regulatory aspects and public access areas along with a secure online service access for licensees to verify, view change and update license information.

Big Picture™ Licensure Verification Module

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

Big Picture™ Applications Option

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

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

Application status for applicants is also available with licensing of this option. This software runs off of the integrated database and the relevant Status fields in the database. Software will allow applications and renewals to have a status which licensees can print application or renewal status and supporting documentation themselves from

the board's website. Licensees will also have the ability to securely view and change address online.

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

Big Picture™ Renewals Option

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

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

Content Management Database System

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

Centralized Database

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

Integrated Document Management/ Repository

- Manage documents
- Track inspections
- Historical Data search and retrieval
- Email integration lets you work within Outlook

- Renewal/Application integration – automatically store documents and images such as disciplinary tracking, malpractice etc., in central database repository
- Public folder for verifications – As public discipline documents become available they can be shared and accessible to the web-based employer verification software
- Edit merged templates and [save](#) them back to the repository or print them for the entire queue
- Tracking of all licensee related practice privileges for Licensure is available in the base system
- Database will store licensee employment, education, examination, discipline documents for report generation

Internal Reminder System

- Setup and view recurring reminders at a licensee level
- Awaiting updates – easily commit all website or renewal updates right to the database
- Discipline and compliance monitoring alerts and reminders

Contact History

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

Portal integration and reporting

The following views are available to system users.

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

Integrated discipline/Case administration

Administrators can setup and manage any field, any View and any Tab for them to appear on. This is fundamental to our Discipline/Case Management software.

During implementation, it will be configured to meet your needs. It facilitates storage of the following records in the database:

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

Continuing Education & Accreditation Tracking

Provides the ability to create, view, search, list or maintain courses and classes. Imports and exports are available to allow licenses or authorized system users to upload rosters for continuing education courses at any-time. Requirements for CEs will be set-up per the board's advisement. Licensees can upload CE information via the website which will allow board staff to create a printable log format provided by the board. All CE information is retained indefinitely.

License Printing

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

History view

- Logging and tracking of updates to all data history with date and time stamp
- Administrative panel allows many views to be setup for different fields/record types
- Every licensee has a full audit of every change that was made to the record since the inception of database tracking any changes to the record.
- Security levels allow complete audit trail of all changes made to a record by a staff/board member etc.

User Content Management

- Portals, Widgets, Reports, and correspondence templates are all editable by system users in our administrative site
- Custom report building / editing tool allows staff to build and publish reports from license and application data

- Record types can be related to other record types in any manner and with all related fields are completely editable
- Staff will have the ability to manage user defined fields in the database. These fields or multiple fields can be used to generate queries for reports/exports and create custom templates for later use
- Administrative site allows complete control over front end user screens.
- All fields, record types, codes, products, templates, in the database are manageable
- Exports can be of the entire data set, or data and the fields that were queried can then be rearranged to fit the necessary needs
- Commonly used export templates may be saved for later use

Search Panel

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

Data Mining

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

Audit Trail/History View

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

Workflow Management – TASKS

- Every record type can contain Tasks. These tasks are editable in the Administrative area. They then show up for every record entered in the system. A Due Date is entered for each task in the Checklist/Workflow.
- Once that task has been completed it another date is entered. The tasks that are outstanding pop up when you access this licensee's record. Also there widgets that can be configured in the portal interface to ensure that all upcoming and past due tasks are attended.
- Tasks are editable by the administrative team/staff for each record type. This workflow engine is utilized with Inspections, Discipline and Application

Processing to ensure that all tasks associated with these items are successfully managed.

- Records can be added ad-hoc to a specific record.
- All tasks can be customized and managed by board staff based on permissions and job roles etc.

Integrated batch administration/revenue collection software

- Batch administration allows system users to manage revenue collection. This software specializes in cohesively managing revenue collected manually and online from online applications or renewals.
- It facilitates a quick fetch of all licensees to streamline creation of a Batch with or without the use of bar coded renewal requests.
- Software interfaces for reconciliation with state treasury department(s) and other designated state collection agencies.
- It is the center for revenue related business process which occurs automatically when a payment is posted to a license account.

“Note” Big Picture Software already has an interface with the WV Treasurer’s Office system in place with another WV Licensure board.

Administrative Interface

The Administrative Package is the tool that puts the management system in your hands. Allows internal user to upload video, photos or other media related items and manage all aspects of website components.

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

E-blast Option

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

selects to have this recorded as a contact in the database, the information will show up under this person's record in the Contact History.

Big Picture CloudDocs

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

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

Installation & Implementation

Albertson Consulting Inc. will meet with the board and staff upon award of contract. Vendor & Board staff will determine roles in relation to board liaison and establish milestones for implementation to meet the boards 180 calendar day implementation. Meeting will also cover a data conversion plan and any system customization or implementation request outside of original scope in RFQ.

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

Board will use Albertson Consulting Inc., proven data migration process. A plan will be developed for the board and what file formats etc., will be needed for

the migration/ data conversion. Board will deliver the data they want loaded in the proper requested format, a file of any erroneous data that was not able to be imported will need to be properly formatted/corrected prior to additional import attempts. In our administration area an import tool exists that can be utilized by internal IT staff to load, test, and complete imports.

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

TRAINING: Training will be conducted for all staff members currently (5) and Board's IT staff on the new software/database system. Method of training meaning either on-site or via webcasts will be determined at kick-off meeting. On-going training of board staff will be conducted as new staff is added.

System Testing

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

Support/Maintenance

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

Customer Support/Help Desk

Albertson Consulting Inc., will provided 24/7 support for the **board staff, board members & IT staff members**. A dedicated Project Manager & Customer Service Representative will be assigned to assist with initial implementation and ongoing support. Supported users will be listed in the Big Picture administrative site under the security panel. Desktop support via desktop sharing technology will also be available as a method if required to resolve technical issues or end user support.

Software Updates

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

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

Configuring & Custom Development

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

Free Hosting

Big Picture Software will host your solution on our servers or no additional charge. Big Picture's annual support/maintenance plan includes hosting your software application and database in our world class hosting facility. We have a 99.9% uptime so you can be confident that Big Picture Software is online and ready to assist your agency 24 hours a day, 7 days a week, and 365 days a year.

Our servers are housed in a carrier class data center, where security is of the utmost importance, authorized-only access to the hardware and software is required. Because of security concerns, Big Picture Software will provide our Disaster Recovery Plan, Back-up Strategy, and Security Statement with the Board and Office of Technology upon awarded contract. At the present time Big Picture Software is hosting three other West Virginia regulatory boards.

Exhibit A Pricing Page

In Response to CRFQ 0918 ACB1600000001

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

Exhibit B – Similar Projects/References

Appendix C – Software Support Contract

Attachment A – Addendum No. 01

Exhibit B (Similar Projects & Experience)

West Virginia Board of Osteopathic Medicine

Diana Shepard, Executive Director
405 Capitol Street
Suite 402
Charleston, WV 25301
Phone: 304-558-6095
Website: www.wvbdosteo.org

Project Name: eLicensure Database Management System

Project Description: Big Picture™ software provides the West Virginia Board of Osteopathic Medicine with a hosted cloud-based software eLicensing solution. The application will facilitate license tracking, online applications, renewals, case enforcement, disciplinary, continuing education tracking and other regulatory licensing protocol. The Big Picture™ software solution is designed and implemented as a comprehensive licensure system. Big Picture's solution provides West Virginia Board of Osteopathic Medicine with secure database hosting, secure online tools integrated into their existing website, licensing applications and dedicated customer and technical support.

Also, as part of the solution, West Virginia Board of Osteopathic Medicine will also be using Big Picture's Disciplinary/Case Management module to assist with compliance and enforcement. West Virginia Board of Osteopathic Medicine will receive software updates and enhancements along with a support plan as part of their service agreement.

North Dakota State Board of Medical Examiners

Duane Houdek J.D., Executive Secretary
418 East Broadway Avenue
Suite 12
Bismarck, ND 58501
Phone: 701-328-6500
Web: www.ndbomex.org

Project Name: Custom Off-The-Shelf (COTS) e-licensing software and database solution.

Project Description: Big Picture converted the NDBOMEX 20 year old unsupported program to an online cloud-based licensing system that now provides a seamless online licensing and renewal process, license verification, continuing education as well as an easily usable database for licensing and disciplinary

actions supervised by the board. Big Picture also provides project management and continued support and hosting of the software through an annual licensing and support contract.

West Virginia Board of Medicine

Robert C. Knittle, Executive Director
101 Dee Drive, Suite 103
Charleston, West Virginia 25311
Phone: 304-558-2921 x 70005
Website: www.wvbom.wv.gov/

Project Name: eLicensing database software solution

Project Description: Big Picture Software is replacing the Board's existing database and implementing a new e-Licensing software system. The system processes online applications for medical doctors, physician assistants, podiatrists and various medical corporations. The new e-Licensing system allows the board to track all applications and renewals and provide other online services such as licensee search, change of address request, continuing education accreditation and more. As part of the solution Big Picture's software solution will provide interfacing with the (FSMB) Federal State Medical Boards database to validate licensure information submitted by the applicant or the board. The new system helps to facilitate discipline/complaint tracking for the board staff and public. The Board utilizes an annual support agreement which provides them with a vendor hosted solution, dedicated customer and technical support 24/7 along with software upgrades and maintenance.

West Virginia Board of Veterinary Medicine

Trish Holstein, Executive Director
5509 Big Tyler Rd, Ste 3
Cross Lanes, WV 25313
Phone: 304-776-8032
Website: www.wvbvm.org

Project Name: eLicensing database software solution

Project Description: Big Picture™ Software implemented a new eLicensing cloud-based software solution for the WVBOVM. The new system will automate applications, renewals, verifications, inspections and other online services for the Board's licensees. The board also utilizes Big Picture's inspection software to help the board's staff complete routine off-site inspections. The Board replaced an legacy database with a new centralized database which will streamline both back end and front end licensing and business processes.

South Dakota State Board of Dentistry

Brittany Novotny, Executive Secretary

PO Box 1079

105 South Euclid Avenue, Suite C

Pierre, South Dakota 57501

Phone: 605-224-1282

Website: www.sdboardofdentistry.com

Project Name: eLicensing database software solution.

Project Description: Big Picture™ Software provides the SDBOD with a robust COTS (Custom-Off-The-Shelf) eLicensing and database solution. Big Picture's software solution facilitates online applications, renewals, and verifications along with CEU (Continuing Education) credit tracking and verification. As part of the solution the board selected to go with Big Picture's vendor hosted solution. This allows the board to focus on the internal day to day operations of the board while providing a safe secure environment for their records and data.

Appendix C “Software Support Contract”



Sample

Big Picture™ Software Support contract

Terms

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

Expected project billing is as follows:

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

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

Future Large Scale Projects

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

Annual Software Licensing price of \$ (TBD) on this day of(), 2015). These fees cover the Hosting fees, maintenance fees, licensing fees for the software and up to 5 hours of enhancements, support, maintenance or customizations for the entire system. The Annual Software Annual Software Licensing price will remain the same through (,2019) after that base prices may change.

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

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

Client Initials _____

Albertson Consulting Initials _____

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Official Client Agreement

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

1. DEFINITIONS

“Albertson Consulting Inc.” (herein referred to as “Albertson Consulting”) is a Software engineering and hosting company offering business process automation and World Wide Web page design and hosting service operated by Albertson Consulting, Inc. consisting of content provided by customers/clients of Albertson Consulting, Inc., affiliates of Albertson Consulting, Inc., and third parties.

“Client” is the individual or organization entering into contract with Albertson Consulting, Inc.

“Content” means all text, pictures, logos, graphics, sound, video and any other data supplied by Client.

“Software Applications” includes any proprietary programs, scripts, and functions created by Albertson Consulting for use on Client’s web site, which include source code in any form that is not publicly viewable.

“Code” means any programming source code written or developed by Albertson Consulting required to, when properly loaded onto a World Wide Web Server, cause “Content” to be displayed on the World Wide Web or to facilitate the display of “Content” using a World Wide Web Server.

“Hosting” means the display of “Content” on the World Wide Web using Web Servers operated by Albertson Consulting, Inc.

c “Support Contract” is a purchased product that provides phone support, bug fixes, and programming and research time. Terms and coverage depend on support contact level purchased.

2. CLIENT CONDUCT

Albertson Consulting shall be used for lawful purposes only. No material shall be posted on or transmitted through the pages/services which violate or infringe in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law. No conduct shall be undertaken that, in Albertson Consulting judgment restricts or inhibits any other user from using or enjoying the pages. Albertson Consulting shall not be used to solicit other Online Service users to become users of competitive online information services. Advertising or commercial solicitation may be posted on or transmitted through the pages subject to Albertson Consulting express prior approval and solely in accordance with the terms and conditions imposed by Albertson Consulting with respect thereto.

The Albertson Consulting software and its customer’s sites (hosted by Albertson Consulting) contain copyrighted material, trademarks and other proprietary information including, but not limited to, text, software, photos, video, graphics, music and sound, that are copyrighted under the United States copyright laws. Albertson Consulting owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Each third party content provider owns the copyright in content original to it.

No material protected by copyright, trademark or other proprietary right shall be uploaded, posted or otherwise made available on Albertson Consulting’s server without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with Client.

Each Client shall provide Albertson Consulting with accurate, complete and updated information as to his or her name, address, phone number, and other contact information provided by the Client during use of Albertson Consulting as a design/hosting company. Failure to do so shall constitute a breach of this Agreement.

No Client may (i) select or use a name or e-mail address of another person with the intent to impersonate that person; (ii) use a name or e-mail address subject to the rights of any person other than Client without authorization; (iii) use a name in violation of the intellectual property rights of any person; or (iv) use a name that Albertson Consulting, in its sole discretion, deems offensive.

The foregoing provisions of this Section are for the benefit of Albertson Consulting, its affiliates, third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly on its own behalf.

3. THIRD PARTY CONTENT

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

4. CONFIDENTIALITY

Each party agrees not to disclose any confidential information received from the other in any form to any employees who do not have a specific need to use such information or to any outside party (including contractors) without the other party's prior written consent. All employees or contractors

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

5. LIMITED LICENSE

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

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

Albertson Consulting Inc. retains the right to resell any licensed or custom built piece of software to any other paying customer in any format without restriction.

Albertson Consulting Inc. retains the exclusive right to modify the software. Software distributed / deployed to client server will be given in executable format only. All software maintenance and further customizations will be pre-formed by Albertson Consulting.

Albertson Consulting Inc. retains the exclusive right to host the software. The software and corresponding database cannot be hosted by any other provider.

Albertson Consulting Inc. retains the intellectual knowledge gained from client in execution of contract / project. This intellectual knowledge is only distributable in software format. It cannot be resold in any other media or knowledge transfer mechanism.

Albertson Consulting Inc. retains an exclusive right to sell the software to any other party. Client cannot resell, give or grant in whole or in part to any other party any Big Picture software products developed by Big Picture or Albertson Consulting.

Albertson Consulting Inc. retains all other rights associated with Big Picture software that are not specifically granted in the following section.

Granted Rights

Unlimited use

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

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

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

6. DISCLAIMER OF WARRANTEE; LIMITATION OF LIABILITY

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

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

THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. EACH CLIENT SPECIFICALLY ACKNOWLEDGES THAT ALBERTSON CONSULTING IS NOT LIABLE FOR THE

DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER THIRD PARTIES, OR CLIENTS AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH EACH CLIENT.

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

ALBERTSON CONSULTING DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED BY A THIRD PARTY THROUGH ALBERTSON CONSULTING 'S WEB PAGES AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN CLIENT, AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, EACH CLIENT SHOULD USE HIS OR HER BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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

7. MONITORING

Albertson Consulting shall have the right, but not the obligation, to monitor the content of Albertson Consulting server to determine compliance with this Agreement and any other operating rules established by Albertson Consulting. Albertson Consulting shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on Albertson Consulting server. Without limiting the foregoing, Albertson Consulting shall have the right to remove any material that Albertson Consulting , using reasonable judgment, finds to be in violation of the provisions hereof,

otherwise objectionable or stale. Notwithstanding this right of Albertson Consulting, Clients shall remain solely responsible for the content of their pages. Each Client acknowledges and agrees that neither Albertson Consulting nor any third party content provider shall assume or have any liability for any action or inaction by Albertson Consulting or any third party content provider with respect to any conduct, communication or posting on Albertson Consulting server.

8. TERMINATION

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

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

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

9. FORCE MAJEURE

Definition: "Force Majeure" shall mean any event or condition not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its

obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

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

10. TRADEMARKS

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

11. EXTERNAL LINKS

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

12. EQUIPMENT

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

13. PRIVACY

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

14. PAYMENT

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

15. MISCELLANEOUS

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

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

Representative of: _____

Printed Name: _____

Signature: _____ Date: _____

Representative of: Albertson Consulting _____

Printed Name: Daniel Albertson _____

Signature: _____ Date: _____