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Header  2 List View**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 372107

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

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Vendor ID: VS0000014134 

SO Doc ID: EHP1800000003

Legal Name: INDUCTIVEHEALTH INFORMATICS INC

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EPS 16-118

Total of Header Attachments: 2

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

**State of West Virginia
 Solicitation Response**

Proc Folder : 372107

Solicitation Description : Addendum #2 - Hosting of WVEDSS Application

Proc Type : Central Contract - Fixed Amt

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	2017-12-19 13:30:00	SR 0506 ESR12191700000002734	1

VENDOR
VS0000014134 INDUCTIVEHEALTH INFORMATICS INC

Solicitation Number: CRFQ 0506 EHP1800000003

Total Bid : \$387,600.00

Response Date: 2017-12-19

Response Time: 11:28:31

Comments: Ms. Battle,
 InductiveHealth Informatics, Inc. is pleased to provide the attached proposal response for the State of West Virginia requirement for Hosting of WVEDSS Application EPS 16-118 (solicitation number EHP1800000003). I will serve as our firm's primary contracting point of contact for this solicitation. Please let me know if you have any questions.
 Best Regards,
 Matt
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 Managing Director
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FOR INFORMATION CONTACT THE BUYER
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Signature on File	FEIN #	DATE
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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	Year 1 Hosting of WVEDSS Application				\$105,000.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description : The vendor will host productions, staging and test environment for the NBS, and other supporting applications, PHINMS, Rhapsody
(This includes sections 4.1.5 through 4.1.40 of specifications)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Year 2 WVEDSS				\$93,000.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description : Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements
(This includes sections 4.1.6 through 4.1.40 of specifications)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Year 3 of WVEDSS				\$94,200.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description : Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements
(This includes sections 4.1.6 through 4.1.40 of specifications)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Year 4 of WVEDSS				\$95,400.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description : Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements
(This includes sections 4.1.6 through 4.1.40 of specifications)



Proposal for State of West Virginia
CFRQ 0506 EHP1800000003
Hosting of WVEDSS Application EPS16-118
December 19, 2017

All terms, conditions and costs quoted in this response are valid for a period of 180 days from the effective date of the proposal. Proposal contents are confidential and proprietary to InductiveHealth Informatics, Inc. and should only be used for purposes of evaluation.

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1 Executive Summary

InductiveHealth Informatics is pleased to submit this proposal to serve the West Virginia Department of Health and Human Resources (WV DHHR) with NEDSS Base System (NBS) migration, hosting, support, and electronic laboratory reporting (ELR) integration services. As a firm that specializes in public health disease surveillance and specifically in NBS hosting services and the market leader in these services, we have a deep understanding of what it takes to successfully implement and manage the NBS in jurisdictional settings. Unlike other major government systems integrators, this is a core offering for our firm and we have tuned our corporate processes and technology around efficiently delivering these services with high levels of technical expertise and customer service. **Currently, InductiveHealth is the only firm providing NBS hosting and support services to states and jurisdictions**, with 5 states and jurisdictions completely outsourcing their NBS hosting and support to InductiveHealth. **All are fully referenceable** and we would be happy to put you in touch with any of our current clients to hear feedback on our services.

The foundation of our approach is based in highly skilled staff members, including Matthew Dollacker, PMP, who has successfully delivered many major public health systems implementation efforts including the World Trade Center Health Program, the Laboratory Results Network (LRN) Results Messenger, PHIN Vocabulary Access and Distribution System (VADS) and PHIN Message Quality Framework (MQF), the HL7 ELR standard and implementation guide, and has successfully managed NBS ASP service delivery for several jurisdictions, including Wyoming, Rhode Island, the US Virgin Islands, and Guam. Supporting Mr. Dollacker is Stephen Macauley, who served as the Product Manager and Solution Architect for the NBS for over a decade, implementing innovations such as the NBS' PageBuilder technology, and authoring the roadmap to retire eWebIT and SunOne from the NBS. He also designed the Engage, Connect, Validate, Operate ELR integration methodology adopted by CSTE and CDC and used as a foundational approach for onboarding for our service offering. **Mr. Macauley has been involved with every successful NBS jurisdictional deployment to-date** and has successfully supported NBS hosting services since the inception of this delivery model for the NBS. Key staff member Travis Mayo has managed all PHIN Messaging System (PHIN MS) support for the CDC and is recognized for his excellent service delivery and operations support for complex public health systems. Doug Hamaker was responsible for the largest NBS implementation in the country for the Texas Department of Health and began his career as a field epidemiologist, bringing tactical expertise and advice on how best to utilize the NBS for effective disease surveillance.

Client feedback on InductiveHealth's NBS hosting and ELR support services

"The service provided by the IHI team is outstanding! We couldn't have been more pleased to be able to collaborate with a team that truly understands our needs and is supportive 24/7."

— NEDSS Coordinator, Guam Department of Public Health & Social Services

"We are very happy with our partnership with InductiveHealth. We are so excited about the progress and look forward to continuing our work together."

— Infectious Disease Epidemiology Unit Chief, Wyoming Department of Health

InductiveHealth's NBS hosting offering is built on the most advanced technology available for hosting and service delivery. This includes features such as proactive service monitoring and alerting, modern cloud infrastructure design that includes sophisticated disaster recovery and distributed backup, automated intrusion detection and vulnerability scanning, automatic service ticket management with email integration, and integrated two-factor authentication that can support a variety of second factor devices



(including hardware tokens, mobile phone authentication, and others). Our hardware is tuned for optimal NBS system performance, using system-specific performance tuning and infrastructure design. We understand cloud hosting and are experts at it, managing over a dozen production systems in our cloud environments, many dozens of virtual machines, and supporting one of the largest government systems on Amazon's cloud infrastructure: BioSense. We manage all of our production systems using FISMA Moderate information security controls which provide a rigorous set of standards to ensure security and integrity of the systems we manage. InductiveHealth was one of the first firms to achieve a Security Assessment and Authorization (SA&A) under the NIST 800-53 revision 4 standard for systems we manage for CDC. The result of this expertise has been 100% system availability for our NBS hosting clients with zero unplanned systems downtime to-date.

If managing the NBS were simply a matter of providing reliable system access, many firms could perform the work. The reality is that the NBS is not just a standalone software tool, but a configurable disease surveillance platform that is the foundation for many jurisdiction's ELR Meaningful Use integrations with providers and other lab stakeholders. Effective support requires an understanding of PageBuilder best practices, the underlying data model to support ad-hoc reporting requests, and the core vocabulary management tools to support effective ELR integration. Expertise with Rhapsody and ELR integration patterns is foundational as ELR plays such a large role in the effective use of the NBS. Few individuals have successfully implemented as many ELR integrations as InductiveHealth's Stephen Macauley and Doug Hamaker. This experience is critical as the WV DHHR works through the complexity of increasing the number of ELR onboardings into the NBS.

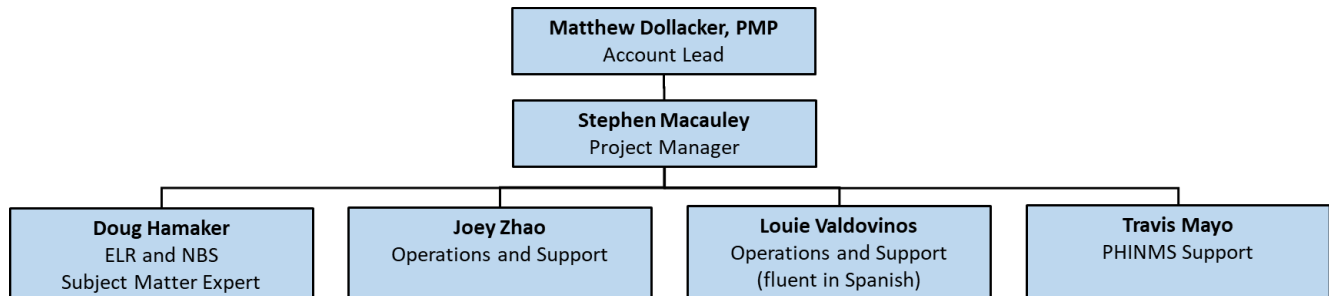
InductiveHealth also understands the broader environment that jurisdictions operate the NBS in and manage our offering to achieve optimal public health business value and outcomes. This includes customized training and education targeted for specific stakeholder groups. We are very familiar with the PHEP and ELC grant objectives, and provide targeted inputs and reporting to support capacity building measures so that the success of our client's efforts can be best communicated to grant administrators.

InductiveHealth maintains a strong financial condition which reflects our long-standing client relationships and careful approach to growth. We have no corporate debt or outside investors, allowing us to focus on doing what is right for our clients and not answering to outside financial interests. With 17 full time employees across five States, managing over a dozen production systems, and contract revenue in the millions per year, InductiveHealth has the scale and stability to be a reliable delivery partner to WV DHHR, unlike smaller, untested firms.

No other provider offers the experience and track record for successful support of the NBS in State and jurisdictional settings. We have 100% reference-able clients and a track record and commitment to high levels of service. Unlike other firms, our business is built around NBS hosting services and it will always stay central to our corporate focus. We look forward to the opportunity to be a long-term, reliable delivery partner to help the WV DHHR to enhance and expand its public health disease surveillance capabilities.

2 Organization and Staffing Approach

The diagram below shows how we have organized our team to support WV DHHR.



***Exhibit 2-1: Organization Chart.** Our team works together effectively to serve more NBS ASP hosting and support clients than any other.*

Our team is led by Stephen Macauley on a day-to-day basis, providing WV DHHR with frequent communication, managing overall service delivery, coordinating ticket resolution and assignment, and managing new ELR or external systems integrations. As the Account Lead, Matthew Dollacker provides a single point of escalation in managing overall service delivery and delivery excellence. Mr. Dollacker also supports the information security architecture across our NBS ASP clients, implementing a set of sophisticated active and passive controls and staying up-to-date with US-CERT publications and new vulnerabilities for the NBS and dependent systems.

Doug Hamaker, Joey Zhao, Louie Valdovinos, and Travis Mayo are responsible for ongoing operations and support for WV DHHR, providing quick responses to helpdesk tickets and deep expertise in resolving issues. It is rare that our team sees an issue with the NBS that they haven't already seen before (and InductiveHealth already has a resolution guide on). Mr. Hamaker drives new ELR onboardings and is responsible for most end user support inquiries and end user trainings. Mr. Mayo performs many of the ongoing systems operations activities, including patching and managing new PHINMS communications channels. All resources are cross-trained, ensuring that there is no single point of failure on staffing related to our services.

Our staff members are recognized thought leaders in the disease surveillance arena, presenting frequently on the NEDSS User Group (NUG) and industry conferences including the Public Health Informatics (PHI), Council of State and Territorial Epidemiologists (CSTE), and American Public Health Association (APHA) conferences. Mr. Dollacker is a co-author of the book *Transforming Public Health Surveillance* (Elsevier, 2016) and serves as an Adjunct Professor of Public Health Informatics at the Emory Rollins School of Public Health. This combination of thought leadership and deep experience allows us to bring the best thinking and approaches to West Virginia's use of the NBS in tackling the jurisdiction's disease surveillance and investigation needs.

All of our proposed staff are full time employees of InductiveHealth and are not loosely-aligned subcontractors, providing stable long-term staffing that isn't dependent on other contracts as a contingency to provide effective services.

Table 2-1 below lists each key staff member’s qualifications and experience in the areas relevant to supporting ASP services for West Virginia’s NBS implementation.

Meaningful Use Experience	Hardware / Software Support	NEDSS Base System / Other Surveillance Systems	SQL
Matthew Dollacker – Account Lead			
<ul style="list-style-type: none"> Contributor to the MU HL7 ELR message specification Subject Matter Expert on MU integration for CDC under the NSSP / BioSense Program Responsible for more MU integrations than any other single firm (in the thousands) 	<ul style="list-style-type: none"> Experienced Enterprise Architect responsible for many dozens of major production systems Designed and implemented InductiveHealth’s Xen Cloud Platform based private cloud infrastructure Deep experience with FISMA and related information security approaches - former “white hat” hacker for a Fortune 500 	<ul style="list-style-type: none"> Led NBS ASP services for nearly a decade Designed specific disaster recovery and infrastructure approaches to best align with NBS’ underlying architecture Designed key elements of PHIN as a consultant to CDC / NCPHI Responsible for the implementation of next generation electronic case reporting surveillance systems in Africa Currently responsible for over a dozen active production surveillance systems implementations 	<ul style="list-style-type: none"> Designed and implemented dozens of SQL database systems Led performance tuning and optimization of the BioSense / NSSP platform, one of the largest public health databases in the world
Stephen Macauley – Project Manager			
<ul style="list-style-type: none"> Contributor to the PHIN HL7 case notification message specification Subject Matter Expert on MU integration for CDC under the Integrated Surveillance Systems (ISS) program Created the Engage, Connect, Validate, Operate methodology to provide repeatability, efficiency, and predictability to onboarding 	<ul style="list-style-type: none"> Experienced Systems Architect responsible for many dozens of major production systems Responsible for production operations and support for over a dozen production systems Deep experience with Microsoft SQL Server, Orion Rhapsody, SAS, LDAP, PHIN MS, and all other NBS-dependent tools 	<ul style="list-style-type: none"> Product Manager and Architect for the NBS for over a decade. Responsible for major NBS innovations such as PageBuilder Provided NBS ASP services for nearly a decade Supported every successful NBS deployment to-date Implemented next generation electronic case reporting surveillance systems in Africa Surveillance systems thought leader and subject matter expert for CDC Expert and trainer in Orion Rhapsody 	<ul style="list-style-type: none"> Architect and implementer of numerous SQL database systems Over a decade of experience working with the NBS ODS and RDB databases, supporting jurisdictional production needs Expert in reports implementation and SQL query design
Doug Hamaker – Senior Systems Analyst			
<ul style="list-style-type: none"> Subject Matter Expert on MU integration for CDC under the Integrated Surveillance Systems (ISS) program Responsible for hundreds of successful NBS ELR MU integrations 	<ul style="list-style-type: none"> Multi-decade experience in enterprise systems support Responsible for the complete hardware and software environment supporting the State Texas’ NBS implementation (with 	<ul style="list-style-type: none"> Led NBS TX’s NEDSS program for over a decade Co-founder and facilitator of the NUG, participant leader of the NBS SME Group, helping to shape future direction for the NBS Supported the implementation of next generation electronic case 	<ul style="list-style-type: none"> Over a decade of experience working with the NBS ODS and RRDB databases, supporting jurisdictional production needs

Meaningful Use Experience	Hardware / Software Support	NEDSS Base System / Other Surveillance Systems	SQL
<ul style="list-style-type: none"> Expert in ELR specification and lab terminologies Responsible for the public health MU program for the State of Texas 	several hundred active users) <ul style="list-style-type: none"> Deep experience with Microsoft SQL Server, Orion Rhapsody, SAS, LDAP, PHIN MS, and all other NBS-dependent tools 	reporting surveillance systems in Africa <ul style="list-style-type: none"> Expert in Orion Rhapsody 	<ul style="list-style-type: none"> Expert in reports implementation and SQL query design
Travis Mayo – Senior Systems Analyst			
<ul style="list-style-type: none"> Manages thousands of active HL7 MU messaging feeds, onboarding dozens of new feeds per month Recognized expert in MU integration and provider-to-public health electronic communication Nationwide support manager for PHINMS Supports NBS ASP clients with MU onboarding expertise 	<ul style="list-style-type: none"> Experienced systems architect, with a background in systems operations Responsible for HW/SW operations of PHINMS for CDC Supports Nssp / BioSense and NBS ASP systems operations Experience with MS SQL Server, Windows Server, Linux, Apache, and many other software packages 	<ul style="list-style-type: none"> Supported nationwide PHINMS connections to CDC and between jurisdictions and electronic trading partners Thought leader on syndromic surveillance and provider integrations Supports InductiveHealth's NBS ASP clients, including new ELR and external systems integrations 	<ul style="list-style-type: none"> Supports query optimization and data analysis on the BioSense / Nssp program Experienced with the NBS ODS and RDB databases and data models Expert in SQL maintenance and operations
Louie Valdovinos – Systems Analyst			
<ul style="list-style-type: none"> Supports NBS ASP clients with ELR MU onboarding expertise Supports MU onboarding nationwide for the Nssp / BioSense program 	<ul style="list-style-type: none"> NBS ASP systems operations Experience with MS SQL Server, Windows Server, Linux, Apache, and many other software packages 	<ul style="list-style-type: none"> Supports InductiveHealth's NBS ASP clients, including new ELR and external systems integrations Native Spanish speaker 	<ul style="list-style-type: none"> Supports SQL maintenance and operations
Joey Zhao – Senior Systems Analyst			
<ul style="list-style-type: none"> Supports NBS ASP clients with ELR MU onboarding expertise 	<ul style="list-style-type: none"> NBS ASP systems operations Experience with MS SQL Server, Windows Server, Linux, Apache, and many other software packages 	<ul style="list-style-type: none"> Supports InductiveHealth's NBS ASP clients, including new ELR and external systems integrations 	<ul style="list-style-type: none"> Supports SQL maintenance and operations

Table 2-1: Key Staff Qualifications. InductiveHealth delivers leading NBS ASP services with the most experienced team in the business.

3 Summary of Qualifications

InductiveHealth was formed in 2012 by Matthew Dollacker and Stephen Macauley with the purpose of bringing innovation and delivery excellence to the public health informatics arena. While many firms in public health are oriented around a staffing-oriented business model, InductiveHealth has grown by engaging with our customers to deliver optimized managed services, including managed NBS hosting.

What this means is that our customers only pay for the deliverables and services they want, and not dozens of bodies billing under time and materials fee structures.

This approach allows us to hire the best people and create cost efficiencies in staffing, intellectual property (such as reusable software tools, training, and documentation), and processes, resulting in a more cost effective solution where we only get paid when we deliver results. We do not use subcontractors and instead have built a team of deep content experts in public health disease surveillance, systems hosting, information security, HL7 integration, database architecture, and the various other disciplines necessary to run systems such as the NBS to achieve public health mission impact.

This approach has fueled our success, with several public health jurisdictions, various program areas at the Centers for

Disease Control and prevention, and multiple foreign governments now outsourcing their disease surveillance technology to InductiveHealth, including **five fully-managed and hosted NBS implementations**. In this capacity, InductiveHealth hosts all system components and data using either our own private cloud environment or cloud infrastructure from Amazon Web Services, depending on needs and solution fit. The majority of these systems include individual-level protected health data and personally identifiable information. Our approach utilizes FISMA-moderate security controls that are also HIPAA compliant and are independently audited, and include some of the largest and most complex systems in public health.

InductiveHealth focuses exclusively on public health disease surveillance technology. As a result, we are able to build deep skills and thought leadership in this area, bringing unique perspective, capabilities, and experience. Our core competencies include systems hosting and support (specifically for the NBS), ELR and syndromic surveillance Meaningful Use integration utilizing Rhapsody and Mirth, and custom systems implementation, such as our work with the DC Department of Health to develop a GIS capability in the NBS. This focus allows us to provide highly-optimized offerings with sophisticated features that would otherwise be difficult or cost prohibitive to develop for generalist firms.

In addition to systems hosting and support, InductiveHealth manages several active systems engineering engagements. In one engagement, we have built a new data warehousing and business intelligence capability for the Center for Global HIV and AIDS to manage HIV drug resistance and genomic data globally. The data warehouse we have built is the largest single store of HIV gene sequence and epidemiological data and is a key tool in monitoring HIV drug resistance, informing global HIV treatment and intervention strategies. Instead of a long, multi-year effort to implement this capability, InductiveHealth successfully completed development in under 10 months and now manages the operations of this platform.

Summary of InductiveHealth Qualifications

- The largest and most successful NBS cloud hosting and support vendor with many more implementations under management than any other provider
- Key staff who have a proven track record of successful NBS ASP delivery, including managing **all** successful NBS migrations to ASP / cloud hosting to-date
- Key staff who have contributed to the success of the NBS, including serving as the architect of Page Builder and author of roadmap leading to retirement of eWebIT and Sun One Directory Server.
- The only vendor to have successfully deployed a new NBS jurisdictional deployment to production operations in under 45 days.
- The only vendor to have implemented new features using the existing NBS open source model, making innovative new GIS capabilities (with Google Maps integration) available in the product.
- Staff who have participated in the NUG since formation and helped to initially conceive it—now a key driver in collaborative innovation and stakeholder management in the public health surveillance arena.

InductiveHealth also provides custom systems development for the Nssp / BioSense program for the Centers for Disease Control and Prevention. In that work, InductiveHealth not only supports ongoing system development, maintenance, and cloud hosting, but also manages all external data integration into the platform. This work supports the majority of the syndromic surveillance conducted within the United States and requires the maintenance and onboarding of thousands of separate electronic data interchange (EDI) feeds from providers nationwide. Since taking over this work, InductiveHealth has improved the trading partner onboarding process and the quality of the data received while supporting the re-engineering of the BioSense platform to deliver improved analytic capabilities to end users.

The delivery discipline, program management, and solution expertise required to reliably deliver significant technology efforts on time and on budget is part of the InductiveHealth DNA. We are one of very few firms that can claim 100% referenceable clients and on-time, successful delivery for every one of our engagements. Our delivery excellence is not just relative to one or two projects, but reflects the work we have done for our many clients since our founding.

The table below in **Exhibit 3-1** summarizes some of InductiveHealth’s experience in configuring, maintaining, and supporting the NBS, providing NBS and other public health information systems hosting and application service provider (ASP) services, and providing HL7 integration services.

InductiveHealth Client Engagement	InductiveHealth Scope of Work and Results Achieved	Size / Complexity
US Virgin Islands NBS ASP Support and Hosting Prime contract to the USVI Department of Health December 2014 - Present	Managed IT services using a Software-as-a-service model within InductiveHealth’s secure private cloud to conduct disease surveillance using the NBS including ELR integration and Case Notification to CDC.	<ul style="list-style-type: none"> • Includes custom reporting development and an integration export to eHARS for HIV reporting • HL7 ELR onboarding and CDC Case Notification Messaging – achieved all onboarding milestones • Full cloud hosting and support by InductiveHealth
Guam NBS ASP Support and Hosting Prime contract to the Guam Department of Public Health December 2013 - Present	Managed IT services using a Software-as-a-service model within InductiveHealth’s secure private cloud to conduct disease surveillance using the NBS including ELR integration and Case Notification to CDC.	<ul style="list-style-type: none"> • Includes disease surveillance strategy, training, and NBS configuration • Custom reports development • HL7 ELR onboarding and CDC Case Notification Messaging – achieved all onboarding milestones • Full cloud hosting and support by InductiveHealth
WY NBS Application Service Provider (ASP) Prime contract to the Wyoming Department of Health from 04/1/2015 to Ongoing	Managed IT services using a Software-as-a-service model within InductiveHealth’s secure private cloud to conduct disease surveillance using the NBS including ELR integration and Case Notification to CDC.	<ul style="list-style-type: none"> • Custom developed authentication suite for information assurance • ELR onboarding – achieved all onboarding milestones, including integration with WY HIE • Fully hosted and supported by InductiveHealth
NV NBS ASP Support and Hosting Prime contract to the Nevada Department of Health December 2017 - Present	Managed IT services using a Software-as-a-service model to conduct disease surveillance using the NBS including ELR integration and Case Notification to CDC.	<ul style="list-style-type: none"> • Manage the transition from in-house to ASP cloud hosting • ELR onboarding – developed a plan to meet all ELC objectives • Full cloud hosting and support by InductiveHealth

InductiveHealth Client Engagement	InductiveHealth Scope of Work and Results Achieved	Size / Complexity
RI NBS ASP Support and Hosting Prime contract to the Rhode Island Department of Health December 2017 - Present	Managed IT services using a Software-as-a-service model to conduct disease surveillance using the NBS including ELR integration and Case Notification to CDC.	<ul style="list-style-type: none"> • Manage the transition to InductiveHealth ASP cloud hosting • ELR onboarding – developed a plan to meet all ELC objectives • Full cloud hosting and support by InductiveHealth
NE NBS and ELR Support Prime contract to the Nebraska Department of Health and Human Services from 1/1/2014 to Present	Provide IT service Management, Outsourcing, and Integration services for operating multiple public health systems to enable epidemiologists and case works to focus on disease surveillance.	<ul style="list-style-type: none"> • Data management of 1M+ patients including data analysis • Implemented improvements to NBS RDB database performance • Provide HL7 ELR onboarding and CDC Case Notification Messaging support • Implemented change and configuration mgmt. best practices
BioSense System Enhancement and Operations Subcontract to ICF International serving CDC / CSELS from 9/15/2014 to 9/14/2018	Provide onboarding services and custom software development within CDC’s AWS GovCloud platform to enable national scope syndromic surveillance in support of ONC and CDC objectives for Meaningful Use.	<ul style="list-style-type: none"> • One of the largest biosurveillance data warehouses: over 90 TB of data • Onboarded over 800 providers last yr • Technology stack processes over 1M messages per day • InductiveHealth cloud hosting and support
SUSTAIN Program in Nigeria Prime contract from 05/01/2015 to 09/30/2017	Designed, implemented, and hosted national-scale case reporting and disease surveillance system for Nigeria.	<ul style="list-style-type: none"> • Delivered a custom surveillance data warehouse platform • Deployment to 700+ healthcare facilities, including ELR reporting • Fully cloud hosted and maintained by InductiveHealth
chIV DR Data Warehouse and SIMS Data Collection Subcontract to Northrop Grumman serving CDC / CGH from 5/01/2015 to 09/30/2017	Implemented custom-developed data warehouse for global HIV drug resistance surveillance and developed the custom SIMS Data Capture solution to support PEPFAR objectives across all CDC-funded sites globally.	<ul style="list-style-type: none"> • Custom data warehouse system • FIMSA C&A process resulting in ATO • Deployed to 60+ countries • Supported and maintained by InductiveHealth

Exhibit 3-1 – Select InductiveHealth Corporate Experience. No other firm has the depth of experience successfully hosting, operating, and supporting the NBS.

The sub-sections below go into detail on our specific qualifications in each of the requested areas.

3.1 Vendor must have three years of experience setting up, installing, configuring, maintain, trouble shooting and operating the NEDSS base system (NBS) application provided by the Centers for Disease Control and Prevention (CDC). Vendor must submit resume upon request detailing experience with NBS.

InductiveHealth staff have been involved in **every successful NBS deployment to-date**, and have managed the successful transition of both existing NBS implementations to InductiveHealth cloud hosting as well as migration of other disease surveillance systems to the NBS. **With six multi-year**

engagements spanning from 2013 to present supporting setup, installation, configuration, maintenance, troubleshooting, and operations of the NBS in States and jurisdictions, no other firm has the experience we do in providing these services. Through this experience, we have developed a deep library of reusable artifacts and a nuanced understanding of the best ways to support the NBS and minimize disruption to ensure a seamless transition for end users upon initial setup and migration.

As a powerful and configurable disease surveillance platform, there are many implementation decisions that can affect the surveillance mission value realized from the system. We have deep experience in not only the NBS software and supporting systems, but also in the surveillance business process best practices and supporting external integrations that drive so many of the critically important elements of effectively supporting the system. No other firm has the track record we do in supporting the NBS for States and jurisdictions.

The table in **Exhibit 3-1** above summarizes some of our relevant corporate experience providing NBS Setup, Installation, Configuration, Maintenance, Troubleshooting, and Operations services. Contact information for corporate references for any of our engagements is available upon request. In addition, we are happy to provide staff resumes upon request detailing individual staff experience in addition to the corporate experience summarized in **Exhibit 3-1**.

3.2 The vendor must possess 3 years' experience in providing ASP support, particularly for public health functions.

InductiveHealth is the only firm currently providing NBS ASP services to States and jurisdictions, with five fully managed and hosted NBS ASP engagements. Exhibit 3-1 above summarizes these engagements, including our 4+ years of firm experience providing ASP services for public health systems including the NBS.

Our approach is designed specifically for the needs of public health and disease surveillance and is wrapped around the specific systems requirements to effectively host and operate the NBS. We provide a comprehensive set of services that provide everything public health departments need to make best use of the powerful ELR, case notification, and workflow features in the NBS. We handle all of the complex technical activities all the way to sophisticated end user training in epidemiology best practices in using information systems like the NBS. The end result is increased value from a jurisdiction's investment in the NBS.

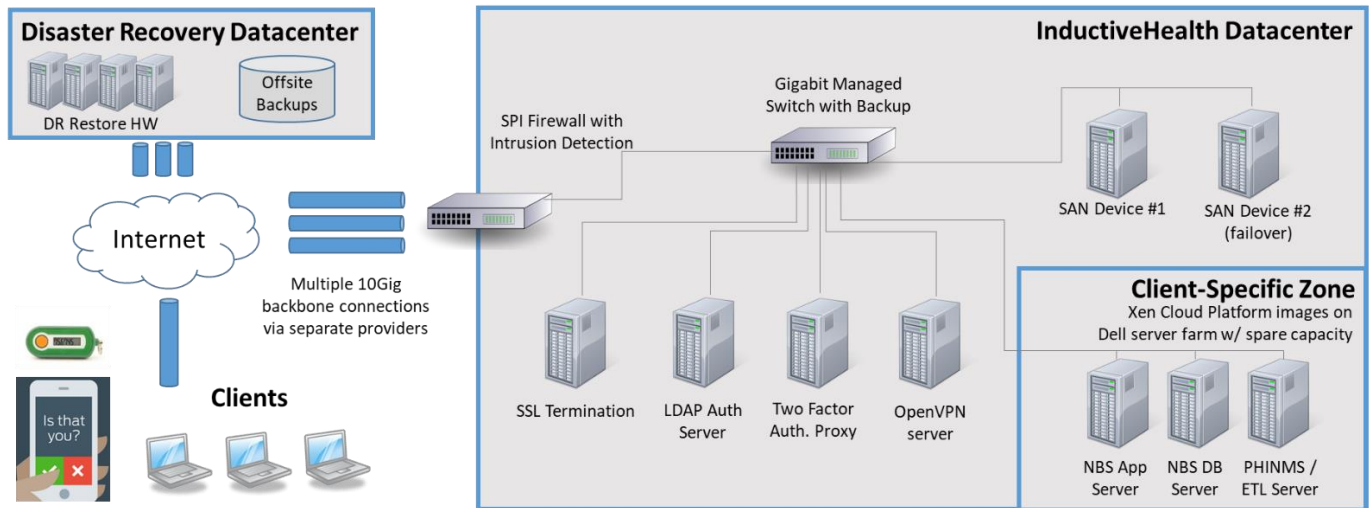


Exhibit 3.2-1 – InductiveHealth NBS Hosting Infrastructure. *Our platform is mature and reliable as proven by 4+ years of zero unplanned downtime.*

InductiveHealth’s NBS hosting offering is built on the most advanced technology available for hosting and service delivery. This includes features such as proactive service monitoring and alerting, modern cloud infrastructure design that includes sophisticated disaster recovery and distributed backup, automated intrusion detection and vulnerability scanning, automatic service ticket management with email integration, and integrated two-factor authentication that can support RSA tokens as well as a variety of other second factor devices (including mobile phone authentication). Our hardware is tuned for optimal NBS system performance, using system-specific performance tuning. The result has been 100% system availability for our NBS hosting clients with zero unplanned systems downtime to-date.

InductiveHealth’s primary data center is an ANSI/TIA Tier 3 facility located in downtown Atlanta, which meets the stringent SSAE16 SOC 2 standards covering security, availability, processing integrity, confidentiality, and privacy. InductiveHealth maintains significant computer resources within our hosting facility, including dedicated storage area network (SAN) devices with fully redundant failovers, a stateful packet inspection (SPI) firewall with intrusion detection and prevention also with a fully redundant failover, an OpenVPN server secured with two factor authentication and 4 kilobyte certificates, LDAP directory server with a redundant failover, 256bit SSL termination proxy, redundant gigabit network interconnects, and dozens of virtual machines running on Intel-powered Dell servers.

West Virginia will be integrated into our existing, unified methodology for system management based on Information Technology Infrastructure Library (ITIL) best practices designed to meet the unique needs of hosting and managing the NBS supported by tools to support 24/7/365 remote monitoring and problem management. Key features of our system management methodology include 1) management of all information resources utilizing security controls that conform to the Federal Information Security Management Act (FISMA) Moderate level of controls, 2) continuous updating our network intrusion protection rules to proactively block malicious traffic and exploits, 3) publication of predefined maintenance windows to clearly define system availability, and 4) continuous NBS database management to ensure operational integrity and availability of backups in the unlikely event a restoration is needed. All of these technical and process components combine to provide the most advanced, reliable, and secure ASP services available for NBS systems hosting.

3.3 The vendor must have at least 3 years knowledge and experience with integration, engines, HL7 standards, LOINC and SNOMED codes, Rhapsody, ELR, EHR, LIMS, data backup and recovery, and database management. Vendor must submit resume upon request detailing experience with NBS.

As detailed in the table in **Exhibit 3-1** above, InductiveHealth has 4+ years of corporate experience working with HL7 (including ELR, EHR integration, Case Notification Messaging, and syndromic surveillance messaging), the Rhapsody and Mirth integration engines, laboratory information management systems, data backup and recovery, and database management. Our combined staff experience in these areas spans many decades and includes co-authors of some of the most important HL7 messaging standards in public health. InductiveHealth manages more clinical-to-public-health HL7 and electronic messaging integrations than any other firm, managing several thousand individual integrations from clinical care and laboratory institutions to public health.

Some highlights of our firm experience in providing HL7 integration (including work with LOINC, SNOMED, Orion Rhapsody, ELR, EHRs, and LIMS), as well as database management and backup and recovery are listed below:

- InductiveHealth staff co-authored the public health HL7 Case Notification and Electronic Laboratory Report messaging specifications and developed the Engage, Connect, Validate, Operate integration methodology.
- Provide direct HL7 ELR integration support to several public health laboratories and the Association of Public Health Laboratories, working directly with several different LIMS systems
- Support the nationwide integration for HL7 syndromic surveillance messaging into the National Syndromic Surveillance / BioSense Platform for CDC
- Dozens of years of staff experience using the Orion Rhapsody integration engine, having delivered many hundreds of successful ELR integrations and Rhapsody training sessions to other integration engineers
- InductiveHealth is one of the only firms to successfully implement an end to end Public Health Case Reporting (PHCR) solution in production.
- We support over a dozen production database-driven public health systems, with dozens of terabytes of data under management and sophisticated backup, recovery, and database management processes that undergo routine validation.

We provide ELR and HL7 integration services for all of our NBS ASP clients and have driven significant increases in ELR onboarding, leading each one to achieve all ELC objectives and milestones. This has driven a huge increase in visibility into communicable disease for our clients and a dramatically more efficient workflow for epidemiologists.

Our sophisticated database management approach is built around repeatable processes and a robust technical infrastructure to ensure our client's data is secure and protected. We provide recovery point objectives measured in minutes in the unlikely event of a failure and routinely test our backup and restoration procedures. We utilize multiple different backup methods as well as real-time off-site synchronization and infrastructure and operational planning to ensure that even in the event of a

significant disaster that continuity of operations will be maintained. We understand the trust our clients put in us to manage their systems and data and put the best thinking, processes, and technology available in place to provide highly reliable and secure data systems.

We are happy to provide individual staff resumes and/or corporate references for this work upon request.

3.4 Vendor must have WVEDSS up and running in production with 8 weeks of contract award, this includes test and staging.

The success criteria for having WVEDSS up and running in production within 8 weeks of contract award, goes past server hosting and requires a dedicated team with multi-disciplinary expertise that includes implementation of evolving information security controls to protect PII and PHI, mastery of niche government software such as CDC PHIN Messaging (MS), and HL7 implementation experience using the Rhapsody integration engine. **Given the 8-week timeline, the successful offeror will not have time to “figure it out” using a collection of subcontractors currently staffed on other engagements and will need to bring forward mature solutions and staff on Day 1 of award.** Our staff and solutions include integration into existing Help Desk capabilities, 24/7/365 remote infrastructure monitoring, pre-existing virtual machine images, multi-factor authentication solution, and in-depth application knowledge from staff who have been involved with the NBS since inception in 2001.

Our approach is informed by having transitioned the Guam Department of Health and Human Services (GDPHSS) from the use of multiple surveillance systems to the NBS using our Cloud hosted solution in under 45 days – including conducting virtual training and roll-out of smartphone and token based multi-factor authentication. Building on this success, we fully onboarded the United States Virgin Island Department of Health (USVI DoH) to the NBS using our Cloud hosted solution in under 45 days including development of disease specific Page Builder investigation forms. Recently, we modernized the use of the NBS for the Wyoming Department of Health (WY DoH) by transitioning them from their legacy Cloud hosted solution to our Cloud hosted solution in under 2 weeks with zero downtime for surveillance activities – including transitioning multiple ELR trading partners and the CDC Case Notification data interface.

Summarized in the table below, InductiveHealth is the only vendor who has transitioned public health jurisdictions to a NBS Cloud platform. Additionally, InductiveHealth has been recently engaged by the Nevada Department of Health to transition from on-site hosting to our established stable commercial web services platform as well as the Rhode Island Department of Health to transition from their legacy hosting provider to our stable commercial web services platform.

Upon contract award, InductiveHealth will provide West Virginia our plan that addresses the transition of surveillance capabilities to our hosted environment including coordination with external trading partners such as the CDC for Nationally Notifiable Disease (NND) messaging and national reference laboratories such as Quest Diagnostics and Laboratory Corporation of America.

Client / Engagement	Transition Needs	Transition Highlights	Go-Live
Wyoming Department of Health NBS Application Service Provider (ASP) 04/1/2015 - Present	Modernization of Wyoming's NBS and ELR platform by transitioning from their legacy hosting provider (CSRA) to the InductiveHealth NBS Cloud platform.	<ul style="list-style-type: none"> Upgraded to most recent NBS release Transitioned multiple ELR trading partners Zero impact or downtime to surveillance activities Provisioned 50 RSA Tokens and user accounts 	14 Days after Contract Award Zero impact to surveillance activities and data feeds.
US Virgin Islands Department of Health NBS ASP Support and Hosting December 2014 - Present	Transitioned United States Virgin Islands from existing paper based surveillance processes and tools for communicable diseases to the InductiveHealth NBS Cloud platform.	<ul style="list-style-type: none"> Implemented Page Builder Case Investigation forms Provisioned user accounts using InductiveHealth's multi-factor authentication including smartphone based authentication Conducted training for users on use of the NBS for communicable disease surveillance 	45 Days after Contract Award
Guam Department of Health and Social Services NBS ASP Support and Hosting December 2013 - Present	Transitioned Guam from existing paper based surveillance processes and tools for communicable diseases to the InductiveHealth NBS Cloud platform.	<ul style="list-style-type: none"> Implemented Page Builder Case Investigation forms Provisioned user accounts using InductiveHealth's multi-factor authentication including smartphone based authentication Conducted training for 15+ users on use of the NBS for communicable disease surveillance 	45 Days after Contract Award

4 Mandatory Requirements

InductiveHealth staff have pioneered the ASP model for hosting and support of the NBS. Our approach is based on years of successful delivery and innovation, including numerous technology and process innovations which allow us to be extremely efficient, timely, and reliable in delivering NBS hosting and support services. This has resulted in 100% achievement of our client service level agreements and

100% on-time delivery of new ELR connections and feature enhancements (such as new or enhanced reports or PageBuilder pages).

The rest of this section includes summaries of our approach for translating the surveillance capabilities of the NBS to support the tasks, activities and deliverables of this RFQ in addition to Federal initiatives such as the milestones and measures defined in the Health Information System Capacity component of the CDC Epidemiology and Laboratory Capacity (ELC) funding opportunity and the population health objectives of Meaningful Use (MU).

4.1 Mandatory Contract Services Requirements and Deliverables

InductiveHealth's approach to each mandatory contract service requirement and deliverable are defined in the sections below. We will comply and provide all items 4.1.1 – 4.1.40 (including sub-items) as all are part of our core offering we deliver to all of our current clients. For clarity, we have replicated the section headers provided in the CRFQ and provided our response beneath each section header. Additionally, the table below summarizes our understanding of the requirements and deliverables defined for this CRFQ where a milestone has been defined by West Virginia based on the Date of Award (DOA).

	CRFQ Mapping	Requirements or Deliverable	Timing
1	4.1.2	Data Breach Plan	DOA + 30 Days
2	4.1.3	Migrate all existing West Virginia data to the vendors cloud environment	DOA + 14 Days
3	4.1.15	Migrate all existing West Virginia data to the vendors cloud environment	DOA + 14 Days
4	4.1.29	Disaster Recovery Plan (DRP)	DOA + 30 Days
5	4.1.29	Continuity of Operations Plan (COOP)	DOA + 30 Days
6	4.1.29	Annual Disaster Recovery Exercise as defined in the Disaster Recovery Plan (DRP)	DOA + 6 Months
7	4.1.33	Monthly Status Report	Monthly

4.1.1 Vendor must provide application logon security with role based access.

The NEDSS Base System (NBS) natively addresses authorization (user profiles, role based access, and permission sets) with each jurisdiction responsible for implementing their own approach for multi-factor authentication solution. As part of our solution, InductiveHealth provides an integrated multi-factor authentication solution that supports SMS text based, smartphone app, telephone, and key fob authentication methods supported by 256-bit Secure Socket Layer (SSL) encryption secure access to the NBS over the internet.

4.1.2 Vendor must submit a plan via email to Tim Neely of how a data breach will be handled within 30 days of award.

Inductive will provide a plan to Mr. Tim Neely on how data breaches will be handled within 30 days of award.

4.1.3 The vendor will migrate all existing West Virginia data to the vendors cloud environment within g tow (2) weeks of contract award.

As part of our plan for having WVEDSS up and running in production within 8 weeks of contract award, we will migrate all existing West Virginia data to the InductiveHealth Cloud solution. This includes NBS database backups, key JBoss (Wildfly) Application Server configuration files, PHIN MS configuration files, and other key data needed to successful operate the NBS.

4.1.4 The vendor will host productions, staging and test environment for the NBS, and other supporting applications, PHINMS, Rhapsody.

Visualized in the diagram in **Exhibit 3.2-1**, InductiveHealth's NBS hosting offering is built on the most advanced technology available for hosting and service delivery. This includes features such as proactive service monitoring and alerting, modern cloud infrastructure design that includes sophisticated disaster recovery and distributed backup, automated intrusion detection and vulnerability scanning, automatic service ticket management with email integration, and integrated two-factor authentication that can support key fob tokens as well as a variety of other second factor devices (including mobile phone authentication). Our hardware is tuned for optimal NBS system performance, using solid state drives (SSDs) and system-specific performance tuning. The result has been 100% system availability for our NBS hosting clients with zero unplanned systems downtime to-date.

It is within this established stable commercial web services platform that InductiveHealth will host productions, staging and test environment for the NBS, and other supporting applications including, PHINMS, and Rhapsody.

4.1.5 Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements.

As part of our solution, InductiveHealth will support existing electronic interfaces or integrations to support the receipt of Electronic Laboratory Reports (ELRS) from reference laboratories, hospitals, and other data sources as well as support the transmission of Nationally Notifiable Disease (NND) messages to CDC including NBS Master Message and HL7 Case Notifications formats.

4.1.6 Vendor must sign a vendor confidentiality agreement and ensure privacy of data prior to contract award (see attachment 2).

InductiveHealth has reviewed and signed the Vendor Confidential Agreement (Attachment 2) and returned the signed copied on our response.

4.1.7 The vendor will maintain application security to prevent unauthorized access to or disclosure of data transmissions.

Information security is critically important in managing information systems such as the NBS which contains protected health information (PHI) and personally identifiable information (PII) on constituents.

We manage all of our information resources utilizing security controls that conform to the Federal Information Security Management Act (FISMA) Moderate level of controls which provide a rigorous set of standards to ensure security and integrity of the systems we manage. Our approach to application security to prevent unauthorized access or disclosure of data transmissions includes 1) includes securing all data in transit using 4096-bit certificate authentication utilizing only modern TLS protocols, 2) securing all data “at rest” using AES 256-bit encryption, and 3) continuous auditing of end user authentication attempt to identify suspicious logon attempt.

4.1.8 The vendor will notify the State of WV, Office of Epidemiology and Prevention Services by phone and email, given upon award of contract, of any unauthorized attempt to obtain access or otherwise tamper with data immediately upon discovery.

As part of the Data Breach Plan requested in Section 4.1.2, InductiveHealth will define and comply with the notification plan for unauthorized attempt to obtain access or otherwise tamper with West Virginia NBS data immediately upon discovery.

4.1.9 The vendor will maintain active audit logs for one month on the server and store the previous month, keeping four months of audit logs onsite.

InductiveHealth will maintain active audit logs for NBS authentication and authorization for at least one month, store the previous month, and keep at least four-months of audit logs onsite and available. This will enable InductiveHealth, and designated West Virginia resources, to review usage NBS usage patterns, users experiencing access challenges, and unauthorized access attempts.

4.1.10 The vendor will provide privacy protections equivalent to those provided by Standards for Privacy of Individually Identifiable Health Information., 45CFR Part 160 and Sub-Parts A & E of Part 164. <https://www.hhs.gov/sites/default/files/indroduction.pdf>

To provide privacy protections equivalent to those provided by the Standards for Privacy of Individually Identifiable Health Information, InductiveHealth manages all of our information resources utilizing security controls that conform to the Federal Information Security Management Act (FISMA) Moderate level of controls including HIPAA Security Rule 45 CFR Part 160 and Subparts A and C of Part 164.

4.1.11 The vendor will notify the State of WV, Office of Epidemiology and Prevention Services immediately by phone and email, given upon award of contract, of any unlawful or unauthorized use or disclosure of PHI of with they become aware, if the data is determined to have been compromised. The vendor will provide all necessary details including, but not limited to, what data was compromised, when, how and by whom; and when they first became aware and provide a corrective action plan as to how any unlawful or unauthorized access will be avoided in the future.

InductiveHealth will notify the State of WV, Office of Epidemiology and Prevention Services immediately by phone and email of any unlawful or unauthorized use or disclosure of PHI of with they become aware, if the data is determined to have been compromised including necessary details on the comprised data and corrective action plan.

4.1.12 The vendor will work with the State of WV, Office of Epidemiology and Prevention Services to investigate and comply with any state for federal laws (<http://www.technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017PO1001SecuritySept2016.pdf>) if any unlawful or unauthorized use for disclosure occurs including, but not limited to, payment of amounts deemed reasonable and necessary to mitigate the effects of breach.

InductiveHealth will work with the State of WV, Office of Epidemiology and Prevention Services to investigate and comply with any state for federal laws if any unlawful or unauthorized use for disclosure occurs.

4.1.13 The vendor will document and keep current its security measures as required by applicable law (<http://www.technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017PO1001SecuritySept2016.pdf>).

InductiveHealth will document and keep current its security measures as required by State of West Virginia Office of Technology Policy: Information Security.

4.1.14 In the event of termination of vendor services, the vendor will surrender and transfer all data to Tim Neely, allowing for electronic download (file transfer protocol (FTP)). After confirmation of successful transfer the vendor will destroy all data to ensure data privacy.

In the event of termination of vendor services, InductiveHealth will surrender and securely transfer all data to Tim Neely and subsequently destroy all data to ensure privacy.

4.1.15 The vendor will migrate ALL existing West Virginia Data to the vendor's cloud environment with two (2) weeks of contract award.

As discussed in Section 4.1.3 and our approach for having WVEDSS up and running in production with 8 weeks of contract award, we will migrate all existing West Virginia data to the InductiveHealth Cloud solution within two weeks of contract award. This includes NBS database backups and other supporting configurations and data. needed to successful operate the NBS.

4.1.16 Vendor must host the NBS application on an established stable commercial web services platform.

Our established commercial web services platform is located in Atlanta, GA which services over a dozen production systems hosted by InductiveHealth for our clients, including several NBS implementations for other states and jurisdictions. Our commercial web service platform provides ANSI/TIA Tier 3 level services, providing 99.982% site infrastructure reliability as demonstrated by completion of the stringent

SSAE16 SOC 2 Audit, which covers a strict set of industry standards on security, availability, processing integrity, confidentiality, and privacy. We are happy to provide additional information, including audit documentation upon request. The table below summarizes some of the key data center features supporting our web services platform.

Network	Power
<ul style="list-style-type: none"> • 10 gigabit capacity on multiple peers • Full mesh BGP/OSPF network topology • 10Gbps redundant uplinks to providers and across network distribution • Cisco 720-3BXL core switched redundant networks • 24/7/365 network monitoring tools available • Network engineers on site for consultation 	<ul style="list-style-type: none"> • Multiple service feeds from major Atlanta power grids • 100+ KVA UPS capacity availability • Generated power in case of grid failure • A+B Power redundancy • Surge protection and voltage regulation • Regular preventative maintenance
Cooling	Security
<ul style="list-style-type: none"> • 6x 20 ton glycol CRAC units • Regular preventative maintenance • Hot/cold aisle containment • 24/7 environmental warning with alerts • N+1 redundancy with concurrent capability 	<ul style="list-style-type: none"> • On-site guards 24/7/365 • 90 Day recorded CCTV log • Building security for filtered access • Keycard access and escorted access to facilities • Locked cabinets

4.1.17 Vendor must perform system updates as new patches and/or new releases for the NBS, and any component software are made available (per WVEDSS team request) following the practices below:

InductiveHealth is continuously assessing the availability and fitness of upgrades and patches for the NBS application, supporting software (Commercial, Government, Open Source), operating systems, and infrastructure hardware and appliances. Prior to implementing any upgrades or patches, InductiveHealth performs testing in a stand-alone environment not associated to any customer facing servers to provide recommendations to our clients based on their NBS usage and needs.

4.1.17.1 Apply updates/patches/new releases to test environment first.

After evaluating updates/patches/new releases in stand-alone environment not associated to any customer facing servers, and coordinating deployment with West Virginia, we will first deploy the updates/patches/new release to the West Virginia Test environment as part of an established change control process.

4.1.17.2 West Virginia staff will perform User Acceptance testing (UAT) and deem the product update acceptable and usable.

With the updates/patches/new releases available in the West Virginia Test environment, West Virginia users will be able to evaluate changes and enhancements and identify impacts to workflows and existing business processes. This also provides the InductiveHealth Team the opportunity to evaluate West Virginia specific impacts to existing data and technical processes such as Electronic Laboratory Reporting (ELR) and population of the Reporting Database (RDB).

4.1.17.3 Vendor will apply the update to staging; wait for UAT and then the production environment with UAT.

InductiveHealth will collaborate with West Virginia to conduct User Acceptance Testing (UAT) including answering questions on new or updated features, impacts to existing Investigation entry, and best practices for the introduction of new Program Areas. This includes following an established process to secure UAT approval in Staging, and then proceeding to update Production and a final UAT before completing the update process, or rolling the changes back as needed.

4.1.17.4 Ensure routine and update activities on hardware and software will not be performed during the Office of Epidemiology and Prevention Services business hours Monday-Friday 7:30 AM-5:00PM (EST) without written pre-approval from the WVEDSS Project Coordinator, or designated alternate.

InductiveHealth places heavy emphasis on configuration management discipline and will not introduce changes during Office of Epidemiology and Prevention Services business hours Monday-Friday 7:30 AM-5:00PM (EST). Rather, InductiveHealth publishes a Quarterly Maintenance Window schedule for our clients to proactively communicate maintenance windows. If the need arises for out of cycle maintenance window, InductiveHealth will obtain the written pre-approval from the WVEDSS Project Coordinator, or designated alternate.

4.1.17.5 Notify the WVEDSS Project Coordinator (or designated alternate) of any routing update activities, or any disruption of service to WVEDSS planned or unplanned. This includes problem assessments, updates for problem resolution, and restoration expectations.

InductiveHealth will notify the WVEDSS Project Coordinator (or designated alternate) of any routine update activities, or any disruption of service to WVEDSS planned or unplanned. Planned maintenance will be communicated via the Monthly Status Report and out of cycle maintenance windows will be communicated in alignment with the requirements of Section 4.1.17.4.

4.1.18 The vendor will provide a formalized change request process/help desk mechanism to manage changes to WVEDSS environments that will be used for the duration of the contract.

InductiveHealth will be integrating West Virginia into our existing formalized change request process/help desk mechanism using JIRA Service Desk. InductiveHealth has used JIRA Service Desk for formalized change request process/help desk mechanism since 2015 which is used by all of our existing NBS hosting and support clients. This formal change request process and JIRA Service Desk will be used for the duration of this contract.

4.1.18.1 Utilize application configuration management and version control.

As an extension of the use of JIRA Service Desk, InductiveHealth will integrate West Virginia into our existing use of Atlassian BitBucket for application configuration management and version control. InductiveHealth uses Atlassian BitBucket to store key NBS and related configurations files as well as customized databases scripts and utilities created to support West Virginia.

4.1.18.2 Document and maintain unique WVEDSS system requirements, specifications, design details, technical support processes, and modification's and provide this information to DHHR at the time of contract award and upon any changes made to these environments.

All WVEDSS system requirements, specifications, design details, technical support processes, and modifications are captured in JIRA Service Desk as a service desk ticket. This provides an electronic record of all changes made to WVEDSS environments and enables DHHR resources to monitor service desk ticket progress and status via our online JIRA Service Desk Portal. Key overall WVEDSS system requirements, specifications, design details, technical support processes, and modifications will be documented and provided to DHHR following contract award and upon changes to the environments.

4.1.18.3 Provide application deployment and technical support overviews to state representatives, two (2) months in advance, to explain the impact of any proposed or planned network, hardware and software changes; agree on schedules for making changes; and obtain any required state input and approval.

Using our Monthly Status Report and associated meeting, InductiveHealth will provide application deployment and technical support overviews to state representatives to explain the impact of any proposed or planned network, hardware and software changes; agree on schedules for making changes; and obtain any required state input and approval.

4.1.18.4 Implement new message mapping guides as the CDC requests and obtain certification in sending each message guide for the State of West Virginia.

InductiveHealth will implement new CDC Message Mapping Guides, as requested by West Virginia, and collaborate with CDC to obtain certification as part of the CDC NEDSS Modernization Initiative (NMI) process for Message Mapping Guide (MMG) onboarding. As part of this process, we will work with West Virginia Program Areas on impacts to existing Case Investigation forms and identify data analysis needs as part of transitioning from legacy Case Investigation forms to Page Builder based Case Investigation forms.

4.1.18.5 Vendor must perform system monitoring on a daily basis, with reporting and resolution of anomalies.

InductiveHealth performs pro-active, 365/24/7 monitoring using a commercial monitoring tool to remotely monitor infrastructure, network, database, and server performance using Smartphone technology. For each West Virginia Server, a series of thresholds are set (e.g., high memory, disk space, website availability) with alerts pushed to InductiveHealth team members' smartphones when a threshold is

crossed allowing for intervention before issues affect production operations. As part of our monitoring process, InductiveHealth also uses a series of proprietary tools to monitor the health of key NBS jobs and backend processes.

4.1.18.6 As needed, vendor will troubleshoot anomalies, either independently or working with the current CDC contractor. Record issues in the NBS CENTRAL portal (This is a website to record issues with NBS). Troubleshooting will apply to facets of the environment (NBS application, Rhapsody, SAS, PHINMS, etc.).

Use of JIRA Service Desk provides West Virginia with real-time access to the status and activity on all reported errors supplemented by line listing reports to monitor the status, aging, and priority of errors. With our experience in hosting and operating the NBS, we expect to resolve all identified anomalies without a need for external support. Based on our troubleshooting and research, if the identified anomaly is within the NBS source code itself we will log the error in CDC's NBS Central portal and collaborate with the CDC Team to bring them to resolution in a timely manner.

4.1.18.7 Vendor will supply support services for addressing NBS application questions during normal business hours Monday-Friday 7:30 AM to 5:00PM (EST). Services will include telephone and email support for WVEDSS team members for reporting priority type issues. The West Virginia Office of Epidemiology and Preventions Services will retain a Help Desk for changing passwords, setting up or deactivating users and gathering specific information for tickets to vendor.

To manage on-going support services, we will integrate West Virginia into our existing JIRA Service Desk for West Virginia to submit support tickets 24/7/365 via email (support@inductivehealth.com) or online via our web portal. Upon submission, West Virginia user will receive email confirmation and our will automatically be notified of the submission via email. Phone support will be available to West Virginia Monday to Friday 7:30 AM to 5:00 PM (Eastern Time) using (678) 786-9260. As needed, InductiveHealth will collaborate with the West Virginia Office of Epidemiology and Preventions Services Help Desk for user provisioning service requests using JIRA Service Desk.

4.1.18.8 Vendor will provide ongoing 24/7/365 support services for addressing data center, hardware issues, and system availability.

Discussed in Section 4.1.16 and 4.1.18.6, our data center and application services are monitored 24/7/365 for any hardware issues and system availability challenges.

4.1.19 The West Virginia Office of Epidemiology and Prevention services, ELR Coordinator will continue to work with laboratories, hospital and other sources for electronic laboratory reporting. Vendor will do the following to allow this to happen.

Please see our responses below.

4.1.19.1 Provide system access for the ELR Coordinator to NBS queue oversight, management, or processing for de-duplication, notification of disease messaging to the CDC, incoming electronic data streams, Rhapsody and PHINMS.

InductiveHealth will provide system access via the NBS to the ELR Coordinator for the management and monitoring of inbound ELRs and CDC Case Notifications.

4.1.19.2 Interface with the West Virginia SFTP (Secure File Transfer Protocol) server through Rhapsody or equal to receive electronic lab reporting (ELR) from the West Virginia Health Information Network (WVHIN).

InductiveHealth will support the receipt and processing of ELRs from West Virginia Health Information Network (WVHIN) using SFTP hosted by West Virginia or through InductiveHealth's SFTP services, depending on client preferences.

4.1.19.3 Push Caner, Lead and other data determined or needed by WVEDSS Project manager back to the state SFTP server.

InductiveHealth will support the redirection and push of designated ELRs received from trading partners to the state SFTP server.

4.1.20 Vendor will provide read only access (with permissions authorized by the WVEDSS Project Coordinator) to database(s) for WVEDSS team members, which will allow for connections from SQL (Structured Query Language) and SAS.

InductiveHealth will provide designated WVEDSS team members with secure access over OpenVPN to establish read-only connections to support querying of the NBS Reporting Database (RDB) to support data analysis activities using tools such as SAS.

4.1.21 Vendor will create five (5) views each year in the databases as requested by WVEDSS team members to create new reports in the application with timeframe outlined by WVEDSS team members.

InductiveHealth will create up to five (5) views each year in NBS databases as requested by WVEDSS team members including exposing the corresponding data sets in the NBS Reporting module via the NBS Report Administration configurations.

4.1.22 Vendor will resolve any issues with messages reported by CDC to be blank or missing the payload, with one (1) business day of notification.

InductiveHealth will collaborate with CDC and WVEDSS resources to troubleshoot and resolve blank or missing payloads within one (1) business day of notification.

4.1.23 Vendor will acknowledge Priority 1 and 2 issues email with 1 hour and other email traffic regarding help desk issues within 24 hours of receipt.

In using JIRA Service Desk, WVEDSS will receive immediate acknowledgement of all Priority 1 and 2 issues via email within 1 minute of submission. Once logged, WVEDSS receive email based updates whenever the updates or the status of the service desk ticket changes. Priority 1 and 2 issues that affect end user access to the system will be responded to within 1 hour with either resolution or updated information on fixes.

4.1.24 Vendor will support the West Virginia Office of Epidemiology and Prevention Services technical and business needs, though verbal and written information in relation to the WVEDSS when in contact with CDC, CDC’s designated vendor for national NBS development, NEDSS Users Group calls, and partners that the West Virginia Office of Epidemiology and Prevention Services may work with for electronic data stream implementations.

As active members of the NBS Community, InductiveHealth regularly attends the NBS User Group (NUG) and, as directed by the West Virginia, will co-represent West Virginia’s needs on the NUG and in other CDC forums related to the NBS and Epidemiology and Laboratory Capacity (ELC) Health Information System (HIS).

4.1.25 Vendor will provide a ticketing system for make use of the existing NBS ticketing system.

Discussed in Section 4.1.18.7, InductiveHealth will integrate West Virginia into our existing JIRA Service Desk.

4.1.26 Vendor will utilize the following State assigned Ticket Priorities to respond to issues affecting the system.

Integrated into JIRA Service Desk, the table defines our maximum response times for both responding to and resolving issues affecting the system. Typically, we respond to and resolve issues far more quickly than the RFQ-specified limits below, often within minutes.

CRFQ Mapping	Priority	Definition	Response to West Virginia	Resolution Target
4.1.26.1 4.1.26.1.1 4.1.26.1.2	1: Showstopper – Immediate	The production system is unusable or down	1 to 2 Hours	12 to 24 Hours
4.1.26.2 4.1.26.2.1 4.1.26.2.2	2: Critical – Urgent	There are critical issues with the system or its components.	Same Business Day	24 to 48 Hours

CRFQ Mapping	Priority	Definition	Response to West Virginia	Resolution Target
4.1.26.3 4.1.26.3.1 4.1.26.3.2	3: Average – Normal	Standard issues or challenges with entering and processing data where an error may occur.	24 to 48 Hours	5 Business Days
4.1.26.4 4.1.26.4.1 4.1.26.4.2	4: Low	Questions not associated with any current issue	3 to 5 Business Days	As prioritized with West Virginia

4.1.27 Vendor must designate a project manager (PM) for the West Virginia Office of Epidemiology and Prevention Services project. The PM will arrange for regularly scheduled (bi-weekly) teleconference meetings with WVEDS team member to review open issues, new work, status of ongoing work, etc.

Having been a part of all successful NBS go-lives in the United States, Mr. Stephen Macauley, will serve as the Project Manager for this engagement and be responsible for regular status reporting and communicating including bi-weekly teleconference meetings and status reporting.

4.1.28 Vendor will provide Website security certificate procurement and management as related to the NBS hosting solution for SSL (Secure Socket Layer) traffic, encrypted payloads, server to server certificate authentications.

InductiveHealth provides SSL certificates provided by a nationally recognized Certificate Authority (CA) utilizing current best practices for secure key management. All server to server and server to device communications utilize 4096-bit certificate authentication utilizing only modern TLS protocols. All data stored by InductiveHealth (i.e., “at rest”) is encrypted using AES 256-bit encryption.

4.1.29 Vendor must provide a Disaster Recovery Plan: A copy of the hosting DRP and Continuity of Operations Plan (COOP) must be delivered to the West Virginia Office of Epidemiology and Prevention Services with thirty (30) day of contract award. Vendor must have a disaster recovery facility and provide documented policies and procedures to implement a recovery. If a complete failure occurs, the proposed solution must be available within twenty-four (24) hours. Annual testing must be conducted to ensure a smooth transaction when/if the plan ever needs to be activated. The test will occur six (6) months into each contract period. The vendor will provide a copy of the annual test results to the West Virginia Office of Epidemiology and Prevention services within (30) days of disaster recovery demonstration.

InductiveHealth continuously maintains a Disaster Recovery Plan (DRP) inclusive of Continuity of Operations Plan (CoOP) and will provide West Virginia the required documentation within 30 days of award. This DRP and CoOP will explain our approach for restoring operations within twenty-four (24) hours and annual testing to ensure continuity of operations if the plan ever needs to be activated as well as how we will provide test results to demonstrate disaster recovery success.

4.1.30 Vendor must support the implementation of new Page Builder pages, through data porting.

InductiveHealth staff architected the Page Builder and in working with multiple NBS hosting clients today, we have successfully deployed multiple Page Builder based forms and enabled CDC Nationally Notifiable Disease messaging to CDC including porting of legacy Investigation to Page Builder based pages, navigating the migration of legacy data (including Locally Defined Fields to standardized variables), and validation of new Message Mapping Guides (MMGs) in collaboration with the CDC NNDSS Modernization Initiative (NMI) team. As CDC releases disease specific Pagebuilder templates (and supports the corresponding ability to transmit Nationally Notifiable Disease messages), InductiveHealth will work with West Virginia to prioritize and transition program areas to Page Builder case investigation forms.

4.1.31 Vendor must perform daily incremental system backups and weekly full backups on production, saving (3) weeks if production backups. Vendor must also perform weekly backups of staging and test, saving two weeks with secure offsite storage of the production system data at a disaster recovery facility or similar.

InductiveHealth uses multiple approaches to system backups to ensure the continuity of data and operations, with all physical storage media utilizing storage encryption technology to protect all data stored “at rest”. Inherent to our approach is the on-going testing of backups to check their integrity in event they are needed to support a disaster recovery event. Our backup processes significantly exceed the minimums specified in the RFQ and provide a recovery point objective (RPO) measured in minutes, with multiple secure offsite backup replicas that maintain several months of backup history.

4.1.32 Vendor must function as a liaison between end users and application vendors) e.g. Rhapsody, PHINMS, and Microsoft) as related to the NBS hosting solution.

InductiveHealth currently maintains existing relationships with application vendors today as well as all national laboratories providing ELR to public health jurisdictions and many of the public health organizations supporting public health jurisdictions such as Association of Public Health Laboratories (APHL) and the CDC as the maintainers of PHINMS and the NBS.

4.1.33 Vendor will create and provide to the ELC Epidemiologist, the ELC Coordinator, the status of open issues, recently closed issues, deliverables, and any perceived issues. This report must be submitted within fourteen (14) days of the end of the previous month.

InductiveHealth will provide West Virginia with a Monthly Status Report, within fourteen (14) days of the end of the previous month, highlighting key accomplishments, plans for upcoming month, open and recently closed JIRA Service Desk tickets, and identified risks and issues effecting delivery of services.

4.1.34 Vendor will provide a Service Level Target of 99.5 percent for operations of ASP infrastructure. “Infrastructure” is defined as the ASP network, hardware, and operating systems.

Highlighted in Section 4.1.16, our established stable commercial web services platform enabled InductiveHealth to provide an infrastructure reliability Service Level Target of better than 99.5%. Our track record since our founding is 100% systems availability for all hosted clients outside of scheduled maintenance, demonstrating the reliability we have engineered into our systems hosting approach.

4.1.35 Vendor will maintain all hardware and software operation within a TIA-942 (Telecommunication Industry Association) Tier 1 data center or equal.

Highlighted in Section 4.1.16, our established stable commercial web services platform exceeds the TIA-942 Tier 1 data center standard and is rated as ANSI/TIA Tier 3 facility.

4.1.36 Vendor must provide support services (for the duration of the contract) for network management, database management and security management including pro-active monitoring of system where appropriate.

InductiveHealth will provide support services (for the duration of the contract) for network management, database management and security management including pro-active monitoring of system where appropriate.

4.1.37 Vendor must coordinate with the WVEDSS Help Desk staff to handle user provisioning.

InductiveHealth will coordinate with WVEDSS Help Desk staff to handle user provisioning using a series of existing artifacts to rapidly provision new accounts and deactivate existing accounts.

4.1.38 For the duration of the contract and eventual NBS updates, vendor must ensure continuing hardware and software compatibility to avoid data loss, functionality loss or usability issues.

InductiveHealth will ensure continuing hardware and software compatibility to avoid data loss, functionality loss or usability issues across the duration of the contract.

4.1.39 At the conclusion of the contract, or if the contract become void for any reason, all data (active directory users, Rhapsody Routes, databases and other pertinent licenses and software) will revert to the ownership of the Office of Epidemiology and Prevention Services.

All data, including active directory users, Rhapsody Routes, databases, and any licenses that were provided by the State of West Virginia will revert to the ownership of the Office of Epidemiology and Prevention Services upon the conclusion or termination of the contract.

4.1.40 Contract Item must meet or exceed the mandatory requirements listed below. “Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor’s bid.

Please see below for the list of key assumptions and conditions applicable to this proposal:

- **Licenses:** The required SAS Server 9.3 and Orion Rhapsody licenses are assumed to be provided by the State of West Virginia.
- **Authentication:** InductiveHealth’s proposed solution assumes the use of the InductiveHealth two factor authentication solution utilizing soft tokens.
- **Existing InductiveHealth IP:** InductiveHealth will make use of existing InductiveHealth intellectual property in the performance of this work, including processes, reusable artifacts, documentation, software, and configurations. This agreement does not convey any right or title to any existing InductiveHealth intellectual property.
- **STD data migration:** Migration or data conversion of existing legacy STD data into the NBS is assumed to be out of scope.
- **Work location:** Services are assumed to be delivered remotely from InductiveHealth offices in Atlanta, GA using teleconference, phone, email, and other remote delivery methods.
- **Travel:** InductiveHealth has a track record of multiple successful NBS deployments and transitions to cloud hosting that have not required onsite travel. No onsite travel is assumed as part of InductiveHealth’s proposal.

5 Supporting Information

Please see **Exhibit A Pricing Page.docx** for our price proposal.

Per section 9 of the RFQ, we do not anticipate requiring facilities access to any State of West Virginia facilities.

InductiveHealth will secure any additional West Virginia business licenses or registrations that may be required within 30 days of award.

InductiveHealth currently possesses the required insurance and can provide proof of insurance upon award.

Unless otherwise noted above in section 4.1.40, InductiveHealth accepts all terms and conditions in this RFQ.

Please see the information below for the designated InductiveHealth Contract Manager for this engagement.

Contract Manager: Stephen Macauley

Telephone Number: (678) 231-0906

Fax Number: N/A. Can be provided as needed.

Email Address: stephen@inductivehealth.com



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

State of West Virginia
 Request for Quotation
 27 — Miscellaneous

Proc Folder: 372107

Doc Description: Addendum #2 - Hosting of WVEDSS Application

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2017-12-12	2017-12-19 13:30:00	CRFQ 0506 EHP1800000003	3

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:

InductiveHealth Informatics, Inc.
 2870 Peachtree Rd NW #915-3304
 Atlanta, GA 30305
 (678) 786-9260

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN # 46-1190970

DATE 12/18/2017

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

ADDITIONAL INFORMAITON:

Addendum #2 is issued to provide the vendors questions and responses.

No other changes.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV25301-3715 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Year 1 Hosting of WVEDSS Application	1	1	\$105,000.00	\$105,000.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

The vendor will host productions, staging and test environment for the NBS, and other supporting applications, PHINMS, Rhapsody (This includes sections 4.1.5 through 4.1.40 of specifications)

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV25301-3715 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Year 2 WVEDSS	1	1	\$93,000.00	\$93,000.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements (This includes sections 4.1.6 through 4.1.40 of specifications)

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV25301-3715 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year 3 of WVEDSS	1	1	\$94,200.00	\$94,200.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements
(This includes sections 4.1.6 through 4.1.40 of specifications)

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV25301-3715 US		PURCHASING DIRECTOR - 304-356-4095 HEALTH AND HUMAN RESOURCES BPH - SURVEILLANCE AND DISEASE CONTROL 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Year 4 of WVEDSS	1	1	\$95,400.00	\$95,400.00

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements
(This includes sections 4.1.6 through 4.1.40 of specifications)

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions Due	2017-12-09

EHP180000003	Document Phase Final	Document Description Addendum #2 - Hosting of WVEDSS Application EPS 16-118	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A – PRICING PAGE

Line Item	Description of Service	Cost
4.1.4 (This includes sections 4.1.5 through 4.1.40 of specifications)	Year 1: The vendor will host productions, staging and test environment for the NBS, and other supporting applications, PHINMS, Rhapsody	\$105,000 (12 monthly payments of \$8,750)
4.1.5 (This includes sections 4.1.6 through 4.1.40 of specifications)	Year 2: Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements.	\$93,000 (12 monthly payments of \$7,750)
4.1.5 (This includes sections 4.1.6 through 4.1.40 of specifications)	Year 3: Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements.	\$94,200 (12 monthly payments of \$7,850)
4.1.5 (This includes sections 4.1.6 through 4.1.40 of specifications)	Year 4: Vendor will provide ongoing support for existing electronic interfaces or integrations and future enhancements.	\$95,400 (12 monthly payments of \$7,950)
Grand Total:		\$387,600

Contract will be awarded to the Vendor that provides all Items meeting the required specifications for the lowest overall Grand Total cost.

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this 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.

Delivery of orders will be F.O.B. Destination.

Vendor Name: InductiveHealth Informatics, Inc.
Physical Address: 201 17th Street, Suite 300 Atlanta, Georgia 30363
Remit to Address: 2870 Peachtree Rd NW #915-3304 Atlanta, GA 30305
Telephone: (678) 786-9260
Fax: N/A. Can be provided if needed.
Email: matt@inductivehealth.com
Vendor Representative (print name): Matthew Dollacker

Signature: 	Date: 12/18/2017
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State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
____ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
____ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
____ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- ____ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- ____ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

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

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- ____ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____
Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountabililty Requirements
Page 1 of 5

1.0 INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

2.0 DEFINITIONS

- 21 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 22 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 23 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.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements
Page 2 of 5

theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by ***immediately reporting*** the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

4.0 POLICY

- 4.1 All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2 Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3 For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
 - 4.3.1 Confidential Information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
 - 4.3.2 In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
 - 4.3.3 In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) 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") or any other relevant whistleblower law, a vendor finds it necessary to

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements
Page 3 of 5

disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

- 4.3.4 The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.
- 4.3.5 Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.
- 4.3.6 The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.
- 4.4 If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:
 - 4.4.1 If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.
 - 4.4.2 Notification of Breach.
 - 4.4.2.1 Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,
 - 4.4.2.2 Within 24 hours by e-mail or fax of any **suspected** Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of **potential** loss of confidential data affecting the underlying contract.
 - 4.4.2.3 Notification required by the above two sections shall be provided to:

Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements
Page 4 of 5

- (1) the Agency contract manager whose contact information may be found at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,
- (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

4.4.2.4 The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.

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

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

4.5 The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.

4.6 The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.

4.7 All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and industry standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

**Notice of State of West Virginia
Confidentiality Policies and Information Security Accountability Requirements
Page 4 of 5**

Acknowledgement

My signature certifies that I understand and will abide by the statements contained in this document.

Matthew Dollacker

Vendor Employee (Print Name)



Vendor Employee (Signature)

12/18/2017

Date

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: InductiveHealth Informatics, Inc. **Address:** 2870 Peachtree Rd NW
#915-3304

Authorized Agent: Matthew Dollacker **Address:** Atlanta, GA 30305

Contract Number: CRFQ 0506 EHP1800000003 **Contract Description:** Hosting of WVEDSS Application EPS16-118

Governmental agency awarding contract: Department of Health and Human Resources

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

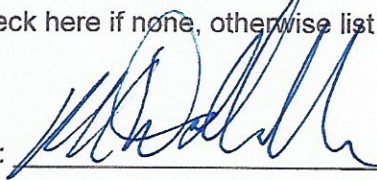
2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

Matthew Dollacker
Stephen Macauley

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 

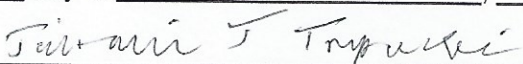
Date Signed: 12/14/17

Notary Verification

State of Georgia, County of Fulton:

I, Matthew Dollacker, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 18th day of December, 2017.

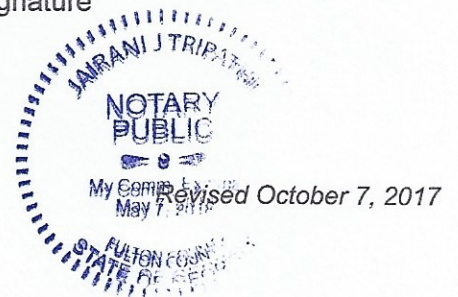

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: InductiveHealth Informatics, Inc.

Authorized Signature: [Signature] Date: 12/18/17

State of Georgia

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 18th day of December, 2017

My Commission expires 5/7/2018, 20 .



NOTARY PUBLIC [Signature]

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 9, 2017, at 3:00 PM EST

Submit Questions to: April Battle, File #22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@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: Hosting of WVEDSS Application EPS16-118
BUYER: April Battle, File #22
SOLICITATION NO.: CRFQ 0506 EHP1800000003
BID OPENING DATE: December 19, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, 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, 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: December 9, 2017, 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

"Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "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.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "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.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 award _____ and extends for a period of one (1) 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 delivered to the Agency and then 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

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. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

N/A _____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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 laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

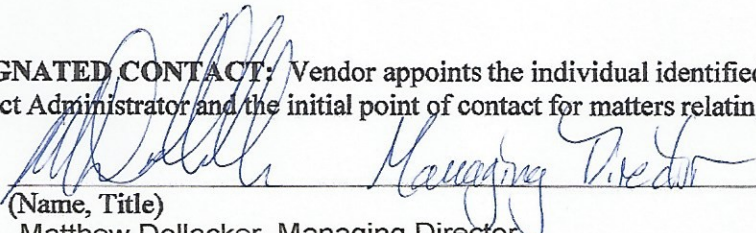
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.



(Name, Title)

Matthew Dollacker, Managing Director

(Printed Name and Title)

2870 Peachtree Rd NW #915-3304, Atlanta, GA 30305

(Address)

(678) 786-9260

(Phone Number) / (Fax Number)

matt@inductivehealth.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Inductive Health Informatics, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Matthew Dollacker, Managing Director

(Printed Name and Title of Authorized Representative)

12/18/2017

(Date)

(678) 786-9260

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 EHP1800000003

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 checked="" 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.

Inductive Health Informatics, Inc.

Company



Authorized Signature

12/18/17

Date

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