



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

State of West Virginia Master Agreement

Order Date: 01-04-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0081 DOT2200000055 1	Procurement Folder:	951254
Document Name:	AX RFQ FOR SOFTWARE LICENSES, SOFTWARE MAINT. & SERVICE	Reason for Modification:	
Document Description:	AX RFQ FOR SOFTWARE LICENSES, SOFTWARE MAINT. & SERVICE		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-01-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-01-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000194406 GLOBAL SCIENCE & TECHNOLOGY INC 7855 WALKER DR STE 200 GREENBELT MD 20770 US Vendor Contact Phone: 304-368-6135 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Kristine E James Requestor Phone: 304-414-7104 Requestor Email: kristy.e.james@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US	STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US

1-5-22 BAY

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

JE 1/4/22

PURCHASING DIVISION AUTHORIZATION
DATE: *Tina* 1/04/2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: *John & Grace*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *1/15/2022*
ELECTRONIC SIGNATURE ON FILE

1/5/2022

Extended Description:

The Vendor, Global Science & Technology Inc., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Application Xtender Licenses, Maintenance and Professional Services per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 11/24/2021, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			EA	0.000000
	Service From	Service To			
Commodity Line Description: SOFTWARE LICENSE 2 SOFTWARE					

Commodity Line Description: SOFTWARE LICENSE & SOFTWARE MAINTENANCE & SERVICE

Extended Description:

Open-End RFQ to provide Application Xtender software licenses, software maintenance and services or equal

SEE ATTACHED PRICING PAGE

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 January 15, 2022 and the initial contract term extends until one (1) year.

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 _____
Revised 07/01/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ **State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:**

☒ **State of WV**
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 253054

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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.

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. 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>.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. 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.

34. 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.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. 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.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

Sandra Stewart Director of Contracts
(Name, Title)

SANDRA STEWART, Director of Contracts
(Printed Name and Title)

2000 GREEN RIVER DRIVE, FAIRMONT, WV 26554
(Address)

(304) 368-6135

(Phone Number) / (Fax Number)

SKSTEWART@GST.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Global Science & Technology, Inc
(Company)

Sandra L. Stewart
(Authorized Signature) (Representative Name, Title)

Sandra Stewart, Director of Contracts
(Printed Name and Title of Authorized Representative)

11/23/2021
(Date)

(304) 368-6135 (304) 534-3296
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Application Xtender Maintenance and Professional Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (DOT) to establish an open-end contract for ApplicationXtender (AX) software (or equal)-Licenses, Software Technical Support/Maintenance, and Professional Services. The contract shall be for one (1) year with three (3) one-year options for renewal. ApplicationXtender is a content management system that is used throughout DOT which includes both the Division of Motor Vehicles (DMV) and the Division of Highways (DOH).

The successful vendor shall provide all costs and services needed to obtain Software Licenses; Software Technical Support/Maintenance from the software manufacturer, for software license support and continuing access to the maintenance and upgrades for the ApplicationXtender Content Management System; and Professional Services.

New licenses are included in the response for use if DOT or DMV have the need to expand existing systems. Procurement of these licenses is optional.

The Vendor will be required to provide Professional Services through the term of the contract to support, maintain, and enhance the system on an ongoing basis. Services may include: develop an agency plan for current and future initiatives; upgrade the system to current versions; configuration of new AX applications; implement additional AX modules etc.

Each professional services engagement will require the development of a detailed Statement of Work (SOW) and utilize the hourly rate set by the resulting contract. The SOW will be developed in collaboration with the successful Vendor and the Agency. It will outline the services and approval process required along with a detailed list of deliverables, deadlines, and payment structure. Each SOW will result in a release order resulting from this contract. In the event of a system failure or if maintenance is required to prevent a system failure, services will be billed on an as needed basis; however, prior authorization will be required.

BACKGROUND: DOT currently owns fifty (50) licenses which renew for maintenance on 12/31/21 and DMV owns one hundred (100) licenses which renew for maintenance on 9/26/21 of ApplicationXtender software version 16.x which are utilized as an Enterprise Document Management System (See Exhibit C: Current Operating Environment Software and Hardware.) These are all concurrent licenses. The software is utilized at the agency headquarters in Charleston and offices located throughout the state. We are requesting that the maintenance dates for DMV and DOH be aligned so they both renew December 31.

AX applications reside on servers located at the Capitol Complex in Charleston, WV. Due to increased volume and processes, DOT has migrated the DMV applications to a separate AX server and storage (also located in Charleston, WV). DMV upgraded many of their business processes which are dependent upon AX for document storage and may add additional functionality to the DMV AX applications.

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Application Xtender Maintenance and Professional Services

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 “Software Technical Support/Maintenance”** includes the yearly fees paid to the software owner, OpenText, for software license support and continuing access to the maintenance and upgrades for the ApplicationXtender Content Management System.
 - 2.2 “Professional Services”** refers to both onsite and offsite vendor expertise used to support, maintain and enhance the AX system.
 - 2.3 “Contract Services”** means ApplicationXtender Professional Services that are described within this RFQ and includes programming, development, configuration, implementation and project management as more fully described in these specifications.
 - 2.4 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.5 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.6 “MOVIS”** means Motor Vehicle Imaging System an acronym used by the agency as a title for the Application Xtender installation within DMV.
 - 2.7 “Agency”** means the West Virginia Department of Transportation (DOT) which includes both the Division of Motor Vehicles (DMV) and the Division of Highways (DOH).
 - 2.8 “EMC2”** is the previous creator and owner of the ApplicationXtender suite of software products. It is now OpenText
 - 2.9 “ApplicationXtender” (AX)** is the name of the Content Management system which is sold/supported by OpenText. The name has recently been changed to OpenText Application Content Management. <https://www.opentext.com/products-and-solutions/products/enterprise-content-management/application-content-management>
 - 2.10 “Statement of Work” (SOW)** refers to a written detailed estimate of the work proposed and the number of hours that will be needed for a specific AX technical solution requested by the agency.
 - 2.11 “Microsoft SQL”** means the data base software product developed by Microsoft.

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- 2.12** “CDO” means Centralized Delivery Order that will be generated based on approved SOW’s for services.

3. GENERAL REQUIREMENTS:

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

If alternate 'or equal' products are proposed, the vendor must include as part of their bid, all software, hardware and services needed to migrate systems and data/files; train WVDOT staff; test systems; and test ALL migrated data/files.

- 3.1.1** Vendor’s primary representative will be required to work directly with the DOT and DMV Agency AX System Administrators or designee for the duration of this contract. Prior to commencing any work under this contract, services must be approved by DOT.
- 3.1.2 QUALIFICATIONS:** Vendor must currently have and must commit to maintain for the term of this contract, experienced and qualified resources to support all technologies utilized in the system. Vendor shall complete Exhibit B. This shall include: Vendor References that verify the vendors experience installing and supporting ApplicationXtender systems; and resumes that verify the qualifications of the resources that will be providing services. Exhibit B must be completed and included with the bid package for consideration.
- 3.1.2.1** When submitting a SOW, vendor shall submit documentation for all resources that may be assigned to work on the Agency system. Fingerprints for background investigation performed by the Agency may be required. The Agency reserves the right to approve all resources assigned to perform contract services.
- 3.1.2.1.1** Vendor must supply contact information for resources assigned to the agency system. Vendor must also identify a primary contact person with telephone number and email address to manage technical support requests.
- 3.1.2.2** Vendor shall identify resources meeting the requirements outlined in this document.
- 3.1.2.2.1** Changes to resources during the course of this contract must be approved by agency personnel and shall meet all requirements detailed in this RFQ.
- 3.1.2.3** References shall demonstrate that the vendor meets the following minimum qualifications:

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- 3.1.3 Vendor shall have a minimum of five (5) years of experience installing and configuring ApplicationXtender Systems (or equal). Vendor shall have experiencing managing at least one enterprise system with at least one hundred (100) users and a minimum of ten (10) separate locations.
- 3.1.4 Vendor shall have documented experience with programming using AX (or equal), custom script tools and workflow development. The Vendor shall submit documentation of AX installations where this capability was used.
- 3.1.5 Vendor shall have documented experience working with the AX Web Component (or equal), in a system that has multiple user locations.
- 3.1.6 Vendor shall have documented experience working with the AX (or equal), workflow component.
- 3.1.7 Vendor shall have experience configuring and maintaining a batch scanning environment that utilizes Kofax Ascent Capture.
- 3.1.8 Vendor shall have experience with configuring automated document index processes that utilize a key field to retrieve corresponding data values from a backend database using CICS WebServices. Example: License Number (key field) retrieves name, status from a mainframe DB2 database.
- 3.1.9 Vendor shall have experience configuring automated Microsoft SQL (or equal), processes or jobs that execute programmed queries against independent databases and then uses the results to populate or index values in AX.
- 3.1.10 Vendor shall have experience configuring and implementing EMC Centera Storage, for AX.
- 3.1.11 Vendor shall have experience configuring and implementing AX with SQL Server version 2012 through current.

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Application Xtender Maintenance and Professional Services

3.1.12 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

3.1.13 Technical Support, Maintenance and Services Requirements.

3.1.13.1 Vendor shall provide a primary technical support phone number and primary technical support email address.

3.1.13.2 Vendor shall provide a minimum response time of two (2) hours call back for support requests during normal business hours of 8:00 a.m. through 5:00 p.m. Monday through Friday excluding WV state holidays.

3.1.13.3 Vendor must be available on an "On Call" basis in case of emergencies after normal business hours. Vendor **MUST** provide emergency services in the event of a system failure or any emergency situation. The Agency is a 24 hour per day/7 day a week operation; as a result, the system must be operational at all times. The Vendor will be authorized to bill for emergency services based on the hourly rate in Exhibit A Pricing Page. Any work performed on an emergency basis must be approved and coordinated by Agency personnel.

3.1.13.4 Vendor must be capable of providing an onsite resource within six (6) hours of request for onsite assistance. This is necessary due to the critical nature of the documents maintained in the DMV system.

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- 3.2 ApplicationXtender Software Licenses and Maintenance/Technical Support:** The vendor shall provide costs for licenses and maintenance of the ApplicationXtender software (or equal) that is utilized by the Agency. New licenses shall be procured in an open-end contract basis at the discretion of the agency. User licensing of the modules shall be on a concurrent user basis. Maintenance includes yearly fees paid to the software owner, OpenText, for software license support and continuing access to the maintenance and upgrades for the ApplicationXtender Content Management System. DOT is requesting that the maintenance dates for both DMV and DOH license be aligned with the renewal date of December 31. The cost for this true-up should be included in the Year 1 maintenance. All costs shall be detailed in Exhibit A – Pricing.

- 3.2.1 Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.

- 3.2.2 ApplicationXtender Server Core Package** (or equal); This content management system shall have the capability to provide capture, document management, workflow, secure storage and retrieval of business content (content may be paper, digital or information transformed in the system to an open format). Must have the ability to store and organize information based on meaning and context for specific business needs. Shall include the following capabilities:

- 3.2.2.1 Must use Hypertext Markup Language (HTML) 5 technology
- 3.2.2.2 Document check-in and check-out
- 3.2.2.3 Rubber stamp
- 3.2.2.4 Annotations,
- 3.2.2.5 Minor and major revisions
- 3.2.2.6 Retention management
- 3.2.2.7 Business application integration
- 3.2.2.8 Support for Digital signatures.
- 3.2.2.9 Must support policy-based retention, legal hold and disposition rules.
- 3.2.2.10 Must be able to integrate with MS Office applications.
- 3.2.2.11 Must include a web-based interface for Administration.
- 3.2.2.12 Must include Retention Manager.
- 3.2.2.13 **Must include ApplicationXtender Software Development Kit (SDK), Customization Development Kit (CDK), and Web Services Documentation Kit** (or equal).
 - 3.2.2.13.1 Documentation and samples that illustrate the capabilities of the AX Programming Interfaces (APIs).

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- 3.2.2.13.2 Reference documentation for REST interface as well as the existing SOAP and COM Interfaces
- 3.2.2.13.3 Code for samples provided
- 3.2.2.13.4 Code for common operations.
- 3.2.2.13.5 Access to the HTML5 document viewer for displaying and manipulating AX documents.
- 3.2.3 **ApplicationXtender Web Public Access** (or equal). Shall include a web module that can be used for read only viewing of documents.
- 3.2.4 **ApplicationXtender Image Enhancer** (or equal). Shall include a module for cleanup of scanned images.
 - 3.2.4.1 Capabilities shall include: deskew, noise removal, character smoothing, dot shading removal, hold punch removal, text repair, auto invert text correction, auto negate, auto border crop, blank page detection.
- 3.2.5 **Ascent Capture Enhanced Release Script for ApplicationXtender** (or equal).
 - 3.2.5.1 Shall include a release script that takes documents that have been scanned and indexed in Ascent Capture and releases them to the ApplicationXtender content repository.
- 3.2.6 **ApplicationXtender Workflow Manager** (or equal) shall provide:
 - 3.2.6.1 A workflow solution featuring process and forms design, workflow management, and analysis tools.
 - 3.2.6.2 Workflow samples, design environment, built in reporting and forms support
 - 3.2.6.3 An editor for design of forms that include text input fields, checkboxes, radio buttons and drop-down menus.
 - 3.2.6.4 The ability to link forms to a process
 - 3.2.6.5 The ability to call forms within a workflow step.
 - 3.2.6.6 The ability to apply validation rules to form fields.
 - 3.2.6.7 The ability to manage processes by categories
 - 3.2.6.8 The ability to coordinate tasks assigned to teams
 - 3.2.6.9 Customizable process documentation templates.
 - 3.2.6.10 A consolidated view of all process attributes such as implementation status and process owner.

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3.2.6.11 Version control, tracking and auditing for process changes.

3.2.6.12 Workflows for process automation requests.

3.2.7 ApplicationXtender Reports Management Package (or equal); This module provides for processing of computer generated reports, statements, customer bills, invoices, policies, contracts etc. (report print streams) and traditional Computer Output to Laser Disk (COLD) text formats to an e-report (electronic report) format. It shall enable processing, indexing and archiving of e-reports for online retrieval. The system shall meet the following requirements:

- 3.2.7.1 Include direct support for International Business Machines (IBM) Advanced Function Printing (AFP), Xerox Metacode, and Hewlett Packard (HP) Printer Control Language (PCL) print streams, Adobe Portable Document Format (PDF), as well as American Standard Code for Information Interchange (ASCII) and Extended Binary Code Decimal Interchange Code (EBCDIC(K)) text format.
- 3.2.7.2 Maintain the format of print stream reports, including fonts, boxes, logos and other graphics, as well as interpreting dynamic formatting to ensure exact electronic reproduction in industry-standard PDF format.
- 3.2.7.3 Include forms -overlay capability to enable enhance presentation for text-based reports.
- 3.2.7.4 Provide automatic parsing and indexing of reports, including mixed report types, with a powerful, easy-to-use data extraction tool.
- 3.2.7.5 Support multiple indexing rules for basic and complex report processing integration for delivery.
- 3.2.7.6 Release reports automatically for management and viewing within the AX (or equal) clients and web-based browser clients.
- 3.2.7.7 Reports must be viewable on the workstation, have the ability to be accessed over the web, and transmitted electronically via email.
- 3.2.7.8 The system must have the ability to process reports automatically in the background.
- 3.2.7.9 Tools for auditing the system use and performance shall be included. This includes the ability to see job status information and confirmation of job completion.
- 3.2.7.10 System shall be integrated with AX workflow and have the ability to trigger a business process during report processing.

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3.2.8 ApplicationXtender Connector (or equal).

3.2.8.1 Must provide the following abilities with any MS Windows-based business application

3.2.8.1.1 Integration with no coding required.

3.2.8.1.2 Query and view the resulting document list within AX.

3.2.8.1.3 Ad-hoc import documents in to applications

3.2.8.1.4 Web viewing capabilities to include scanning documents, support for annotations, redactions, and viewing documents without the need for the native applications to be available locally.

3.2.8.1.5 Ability to push deployment packages using MS Click Once technology

3.3 Professional Services Requirements and Deliverables: This will be an open-end contract to provide hours for AX Professional Services based on an approved SOW and the established contract hourly rates. A SOW will be created to establish a contract release order for each agency request. Hourly rates and professional roles used in the SOW shall be detailed in Exhibit A: Pricing.

3.3.1 Vendor MUST bid hourly rates which will be used to perform system enhancements, upgrades, implementation, analysis, and project planning. For all project tasks.

3.3.1.1 Work performed MUST be invoiced monthly and include detailed documentation of work completed for the hours being billed.

3.3.2 Vendor MUST meet with Agency personnel to develop a **Statement of Work (SOW)**. Success of the AX system is dependent on the Vendor's understanding of the Agency business practices and procedures. The Vendor will be required to work with Agency subject matter experts. This may involve conducting interviews and observing work being performed. The Vendor MUST utilize this understanding of the Agency work processes to implement document management and workflow technologies and to develop, recommend and execute processes that optimize business efficiency through process improvement.

3.3.2.1 Each SOW must be mutually approved by both the Agency and Vendor prior to any work being performed.

3.3.2.2 Each SOW must include specific requirements that will be reviewed and agreed upon by the Vendor and Agency.

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- 3.3.2.2.1 The requirements will serve as the final check off for the agency to review prior to signing off that tasks are completed for the implementation.
- 3.3.2.3 Vendor **MUST** define staffing criteria in the SOW and the number of hours for services that will be necessary to complete the defined task. The SOW will include a detailed list of expectations and deliverables along with an anticipated time frame for completion.
- 3.3.2.4 Vendor's representative may be expected to work both onsite and remotely via remote access. Any remote access must be scheduled in advance and approved by the AX System Administrator. In addition, project personnel must be able to work flexible hours to accommodate Agency system users by providing system maintenance during hours which do not affect operations.
 - 3.3.2.4.1 It will be the agencies discretion to require onsite or offsite services for each project. This requirement will be discussed prior to the development of the SOW.
 - 3.3.2.4.2 If onsite services are necessary, these shall be detailed in the SOW. The Senior Programmer – Travel rate specified in the Exhibit A must be used. The Senior Programmer - Travel rate includes the hourly programmer rate plus ALL travel. See Section 8 TRAVEL.
- 3.3.2.5 Vendor **MUST** provide Agency with detailed system documentation for all changes, modifications or enhancements that are performed on the AX system.
- 3.3.2.6 When necessary, Vendor **MUST** collaborate with the Agency and other 3rd party subject matter experts/software manufacturers on strategic planning to ensure future system operability.
- 3.3.2.7 If a 3rd party consultant is required, the Vendor will be authorized to contract for these services on behalf of the Agency with prior authorization. The Agency reserves the right to approve all 3rd party personnel. The Vendor will be authorized to bill for services incurred on behalf of the Agency. Such services **MUST** be detailed in a separate SOW and approved by Agency personnel.

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3.3.2.8 Vendor MUST work with Agency personnel to comprehensively test proposed modifications to the AX system prior to introducing such changes into the production environment. Agency does maintain a test datasource. Vendor shall be responsible for making sure it is synchronized with production system for testing purposes. Services shall not be invoiced or approved for payment, until such services have been accepted and approved by appropriate Agency personnel. Vendor shall submit a written report of test results and allow a minimum of two weeks for agency testing. Agency will approve and confirm that results have been approved for payment.

3.3.2.9 Listed below are examples of SOWs that may be developed from the resulting contract. The successful vendor shall have staff that are trained and capable of providing the following services.

- 3.3.2.9.1 Develop an agency plan for current and future initiatives;**
- 3.3.2.9.2 Upgrade the system to current versions;**
- 3.3.2.9.3 Migrate documents and data from older AX and Documentum systems to new software versions and hardware;**
- 3.3.2.9.4 Configuration of new AX applications;**
- 3.3.2.9.5 Implement additional AX modules;**
- 3.3.2.9.6 Development and configuration of automated document retention policies that will enforce agency approved document retention policies for documents which are currently stored in the AX repository.**
- 3.3.2.9.7 Development of procedures for disaster recovery and business continuation in the event of a system failure.**
- 3.3.2.9.8 User and system administration training. Training curriculum will be thoroughly detailed in each SOW.**
- 3.3.2.9.9 Monthly Services for System Support and Monitoring of Agency AX system.**

4. CONTRACT AWARD:

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

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- 4.2 Pricing Pages:** Vendor should complete Exhibit A - Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

5. ORDERING AND PAYMENT:

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

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. TRAVEL:** 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.
- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access

REQUEST FOR QUOTATION
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cards and/or keys are required:

- 8.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 8.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5** Vendor shall inform all staff of Agency's security protocol and procedures.

9. VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract.

- 9.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 9.1.2** Failure to comply with other specifications and requirements contained herein.
- 9.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 9.1.4** Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

- 9.2.1** Immediate cancellation of the Contract.
- 9.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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9.2.3 Any other remedies available in law or equity.

10. MISCELLANEOUS:

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

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

10.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: JANIRA STEWART
Telephone Number: 304-368-6135
Fax Number: 304-534-3296
Email Address: JKSTEWART@GST.COM

Exhibit A: Pricing Page
Application Xtender Licenses, Maintenance and Professional Services

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Vendor must provide the individual cost breakdown for the components listed below. If there are additional costs as detailed in section 3.1 related to providing an alternate "or equal" product, those must be detailed and will be part of the evaluation. Procurement of New Licenses are at the discretion of the agency, volumes are included for evaluation purposes.

Software Module	New Licenses	Year 1	Year 2	Year 3	Year 4	Subtotal
		Maintenance shall include "True Up" costs for aligning renewal dates and Reinstatement Fee if applicable.	Maintenance	Maintenance	Maintenance	
3.2.1 Server Core Package and user licenses						
Existing Licenses DMV - 100 cc		\$30,940.00	\$24,765.00	\$26,004.00	\$27,304.00	\$109,013.00
Existing Licenses DOH - 50 cc		\$14,527.00	\$11,747.00	\$12,333.00	\$12,950.00	\$51,557.00
New Licenses 25 cc User	\$37,210.00	\$9,509.00	\$9,984.00	\$10,484.00	\$11,008.00	\$78,195.00
New Licenses 50 cc User	\$74,421.00	\$19,018.00	\$19,969.00	\$20,968.00	\$22,016.00	\$156,392.00
3.2.2 AppXtender Web Public Access (Read Only)						
Existing Licenses DMV - 50 cc		\$7,218.00	\$5,779.00	\$6,068.00	\$6,371.00	\$25,436.00
New Licenses 25 cc User	\$8,685.00	\$2,220.00	\$2,330.00	\$2,447.00	\$2,569.00	\$18,251.00
3.2.3 Image Enhancer						
Existing Licenses DMV - 50 cc		\$2,064.00	See notes	See notes	See notes	\$2,064.00
New Licenses 25 cc User	See notes	See notes	See notes	See notes	See notes	\$
3.2.4 Ascent Capture Enhanced Release Script						
Existing License DMV - 1		See notes	See notes	See notes	See notes	\$
3.2.5 Workflow Manager Server						
Existing License DMV-1		\$1,032.00	See notes	See notes	See notes	\$1,032.00
3.2.5 Workflow Manager Forms						
Existing License DMV - 1		\$1,032.00	See notes	See notes	See notes	\$1,032.00
3.2.5 Workflow Manager User						
Existing Licenses DMV - 5 cc		\$2,269.00	See notes	See notes	See notes	\$2,269.00
New Licenses 5 cc User	See notes	See notes	See notes	See notes	See notes	\$
3.2.6 Reports Management Package						
Existing License DMV - 1		\$4,123.00	\$3,189.00	\$3,349.00	\$3,516.00	\$14,177.00
3.2.7 Connector						
New Licenses 50 cc User	\$24,831.00	\$6,341.00	\$6,659.00	\$6,992.00	\$7,341.00	\$52,164.00
					Subtotal Licenses and Maintenance	\$ 511,582.00

cc = Concurrent User License

3.3 ApplicationXtender Professional Services		Estimated Qty*	Hourly Rate	Extended Cost *
Hourly Rates				
Senior Programmer				
Senior Programmer - Regular			\$127.50	
Senior Programmer - Emergency			\$100.00	
Senior Programmer - Travel			\$75.00	
Training Services - onsite including travel			\$127.50	
Project Management			\$127.50	
			Subtotal Professional Services	
				TOTAL COST
LICENSES AND MAINTENANCE SUBTOTAL + PROFESSIONAL SERVICES SUBTOTAL				

* Quantities are for evaluation purposes