



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: 07-12-2022

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 DOT2300000003 1	Procurement Folder:	1034536
Document Name:	Content Management System RFQ (81220078)	Reason for Modification:	
Document Description:	Content Management System RFQ (81220078)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-07-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-07-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000161706 DATABANK IMX LLC 458 PIKE RD HUNTINGTON VALLEY PA 19006-1610 US Vendor Contact Phone: 5614595987 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: John P Toomey Requestor Phone: 304-352-0540 Requestor Email: john.toomey@wv.gov 23 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

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: *Tanya H* 7/13/2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: *John S. G...*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *7/21/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Databank IMX LLC., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Content Management System per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 05/24/2022, Addendum_2 dated 05/24/2022 and the Vendor's bid dated 06/01/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43232200				0.000000
	Service From	Service To			
Commodity Line Description					

Commodity Line Description: Software

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A 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: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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:** Contract Term specified in _____

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

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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.

Revised 04/01/2022

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: \$1,000,000.00 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 25305

☐

☐

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 heath, 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) _____
(Printed Name and Title) Glenn Walther - Public Sector Business Development Director
(Address) 458 Pike Road, Huntington Valley, PA 19006
(Phone Number) / (Fax Number) 561 459 5987
(email address) gwalther@atabankinx.com>

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

DataBank IMX

(Company)	Lee Meyerdirk	Director, Public Sector
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(Authorized Signature) (Representative Name, Title)
Lee Meyerdirk - Director, Public Sector 05/25/2022
(Printed Name and Title of Authorized Representative) (Date)
952-607-3513
(Phone Number) (Fax Number)
lmeyerdirk@atabankinx.com
(Email Address)

Revised 04/01/2022

REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system.

The vendors proposed workflows and content system must enable WVDOT users to process work more efficiently, faster, and more accurately than with traditional paper processing. The workflow must support successive points of input or action when required to complete a task, process, or procedure. Tasks will include processing applications, approving reports and documents, collaboration, and critical business tasks.

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 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

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

- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division..

3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1 Vendor’s proposed software must be listed in the Gartner’s Magic Quadrant for Content Services Platform. Vendor must provide proof of its compliance upon request.

- 3.2 Vendor must provide, upon request, showing their experience with having successfully completed implementation of an existing Content Services Platform with workflows within an organization of similar size and complexity or larger than WVDOT.

4. **GENERAL REQUIREMENTS:**

- 4.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 Core System Requirements

4.1.1.1 Content Management Software must have the following base core features:

4.1.1.1.1 Users or integrators must be able define and configure document states, rules, actions, notifications, and lifecycles with a comfortable Windows interface. Must be entirely point-and-click configurable by users without the need of programming, to allow for quick implementation. Processes must be easily added or adjusted at the document, process, group, or enterprise level by specified users or administrators. Workflow configuration must consist of two central windows: the Tree Configuration window and the GUI Configuration window.

4.1.1.1.2 Tree Configuration window workflow designer must be able to define system, user, ADHOC, notification or timer tasks to be accomplished at each queue and be able to define the rules and actions that determine how documents will be routed. Must allow simple right-click mouse functions and easy to understand configuration windows so non-programmers can design and deploy sophisticated workflow solutions. The workflow designer must contain an extensive set of pre-defined list of rules, actions, and allow custom define rules or actions, including utilizing VB scripting.

4.1.1.1.3 The GUI Configuration window must allow the designer to determine how the actual flow of a life cycle will appear and how documents will be transitioned through the life cycle.

4.1.1.1.4 The "Workflow Inbox" must be a normal GUI user environment, where the user will see only the queues to which he or she is assigned. The

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

administrator must be able to elect to hide or show a workflow queue or disabled icon for those queues to which a user does not have access.

- 4.1.1.1.5 The system must have the ability to define multiple document types that can be associated with a specific life cycle. The document type must be configurable to enter a lifecycle at a specific queue and automatically initiate workflow. Documents must have the ability to be brought into a workflow life cycle by processes like COLD, DIP, Image scanning, electronic forms, Internet forms, and e-mail messages.
- 4.1.1.1.6 Must Integrate easily to other legacy systems utilizing VB scripting and robust API calls.
- 4.1.1.1.7 Must support Internet and mobile access for users outside of the immediate office environment.
- 4.1.1.1.8 Must support initiation of workflow from electronic forms, Internet forms on a web-based platform or server. electronic forms, Internet forms must be customizable through a GUI interface by users and administrators.
- 4.1.1.1.9 Must have an "Execute Workflow" option for users to manually start a predefined workflow life cycle.
- 4.1.1.1.10 Once in Workflow, users must be able to see a list of documents that are waiting in their respective queue. They must have the ability to, upon selecting a document for the system to prompt for user interaction, such as a question for the user to answer or series of tasks that the user should perform. When the user completes all user work and tasks, the document will continue through workflow and the user can proceed to the next document. In addition to automated routing, authorized users must have the ability to route documents on an ad hoc basis.
- 4.1.1.1.11 Must support Integration for WVDOT owned ESRI software for map layers and Integration for WVDOT owned DocuSign for document signature.

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

- 4.1.1.1.12 Must support Industry-standard file storage systems such as storage area networks (SAN), direct-attached storage (DAS), and network-attached storage (NAS). Must support other technologies, such as storage area network replication or software solutions that provide virtual copies, so it can be used for high availability. Must support sizable disk groups that can be moved from location to location via a GUI interface and automatically update logical paths to files in the system configuration.
- 4.1.1.1.13 Must contain flexible APIs for C, C++, COM, .NET, Python and/or Java programming languages.
- 4.1.1.1.14 Must be able to support Images and documents in native formats such as PDF, Multi page TIFF, JPG, BMP, PNG, MP3, MP4, XLS(X)(B), DOC, TXT, CSV, XML, HTML, ONE, RTF, EML.
- 4.1.1.1.15 OnBase by Highland Concurrent User License or equal must with must be compatible with WVDOT owned MSSQL Server 2017-2019 standard version or higher.

4.1.2 Hyland OnBase Essential User License Part # ONB-SUB-DW or equal

- 4.1.2.1 Hyland OnBase Essential User License or equal must have the following minimum requirements:
 - 4.1.2.1.1.1 Multi-Platform Access
 - 4.1.2.1.1.2 Import, scan, store and retrieve any content type
 - 4.1.2.1.1.3 Allow for Multi-factor content capture
 - 4.1.2.1.1.4 Reporting Dashboards
 - 4.1.2.1.1.5 Records Management and Retention Policy
 - 4.1.2.1.1.6 Document Conversion and Version Control
 - 4.1.2.1.1.7 Integration with Office Documents, Spreadsheets and Emails.
 - 4.1.2.1.1.8 Single Sign-On Support
 - 4.1.2.1.1.9 Metadata and Full-Text Searchable
 - 4.1.2.1.1.10 Data Encryption and Security

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

4.1.3 Hyland OnBase Standard User License Part # ONB-SUB-PW or equal

4.1.3.1 Hyland OnBase Essential User License or equal must have the following minimum requirements:

- 4.1.3.1.1 Multi-Platform Access
- 4.1.3.1.2 Import, scan, store and retrieve any content type
- 4.1.3.1.3 Allow for Multi-factor content capture
- 4.1.3.1.4 Reporting Dashboards
- 4.1.3.1.5 Records Management and Retention Policy
- 4.1.3.1.6 Document Conversion and Version Control
- 4.1.3.1.7 Integration with Office Documents, Spreadsheets and Emails.
- 4.1.3.1.8 Single Sign-On Support
- 4.1.3.1.9 Metadata and Full-Text Searchable
- 4.1.3.1.10 Data Encryption and Security
- 4.1.3.1.11 Workflow and Dynamic Process Approval
- 4.1.3.1.12 Collaboration
- 4.1.3.1.13 Electronic Forms including e-Signature
- 4.1.3.1.14 Policy and Procedure Administration
- 4.1.3.1.15 Document Tracking
- 4.1.3.1.16 Automated Email Capture and Indexing
- 4.1.3.1.17 Unity Integration Toolkit and Integrations Toolbox

4.1.4 Hyland OnBase Premier User License Part # ONB-SUB-KW or equal

4.1.4.1 Hyland OnBase Premier User License or equal must have the following minimum requirements:

- 4.1.4.1.1 Multi-Platform Access
- 4.1.4.1.2 Import, scan, store and retrieve any content type
- 4.1.4.1.3 Allow for Multi-factor content capture
- 4.1.4.1.4 Reporting Dashboards
- 4.1.4.1.5 Records Management and Retention Policy
- 4.1.4.1.6 Document Conversion and Version Control
- 4.1.4.1.7 Integration with Office Documents, Spreadsheets and Emails.

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

- 4.1.4.1.8 Single Sign-On Support
- 4.1.4.1.9 Metadata and Full-Text Searchable
- 4.1.4.1.10 Data Encryption and Security
- 4.1.4.1.11 Workflow and Dynamic Process Approval
- 4.1.4.1.12 Collaboration
- 4.1.4.1.13 Electronic Forms including e-Signature
- 4.1.4.1.14 Policy and Procedure Administration
- 4.1.4.1.15 Document Tracking
- 4.1.4.1.16 Automated Email Capture and Indexing
- 4.1.4.1.17 Unity Integration Toolkit and Integrations Toolbox
- 4.1.4.1.18 Full Business Application Configuration Toolkit
and Capabilities to support data driven and case
management solutions.
- 4.1.4.1.19 Extended Integration for Email Application to
support WVDOT application access
- 4.1.4.1.20 Full-text and advanced search for WVDOT
Applications

**4.1.5 Hyland OnBase Integration for WVDOT DocuSign eSignature
Part # ONB-INTG1-11 or equal**

- 4.1.5.1 Must allow for integration into current owned
WVDOT DocuSign eSignature software.

**4.1.6 Hyland OnBase Integration for WVDOT ESRI ArcGIS Server
Part # ONB-INTG1-14 or equal**

- 4.1.6.1 Must allow for integration into current owned
WVDOT ArcGIS Server.

4.1.7 Content Management Professional Services

- 4.1.7.1 Experienced content management consultants, analysts and
software developers shall be available to assist WVDOT
with software/workflow installation/configuration/
customizations.
 - 4.1.7.1.1 A Statement of Work (SOW) shall be developed
that identifies the following:
 - 4.1.7.1.1.1 Tasks to be performed

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

4.1.7.1.1.2 Deliverables

4.1.7.1.1.3 Staff assigned, resumes and experience level. Staff shall have a minimum two years of experience working in the specific subject area they will be assigned to.

4.1.7.1.1.4 Cost breakdown based on the rates bid in this RFQ.

4.1.7.1.1.5 WVDOT shall review and approve the SOW before commencing of any services.

4.1.7.1.2 Content Management Professional Positions:

4.1.7.1.2.1 Advanced Capture Consultant – must be able to provide expertise on capture solutions, documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

4.1.7.1.2.2 Business Consultant – must be able to provide expertise on workflow and case management solutions, documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

4.1.7.1.2.3 Conversion Consultant – must be able to provide expertise on the conversion process, leads conversations with WVDOT on best practices and assists in defining the conversion process to be utilized to meet WVDOT conversion requirements.

4.1.7.1.2.4 Database Engineer – must be able to provide expertise related to the software databases, makes recommendations on best practices,

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

maintenance plans and disaster recovery considerations.

- 4.1.7.1.2.5 Enterprise Solutions Consultant – must be able provide long-term government and strategy planning, analysis, discovery and training to support WVDOT transformation with WVDOT's Software solution.
- 4.1.7.1.2.6 Infrastructure Analyst – must be able to provide consulting on the initial setup or review of hardware infrastructure impacting the Software solution.
- 4.1.7.1.2.7 Integration Engineer – Must be able to provide expertise on integrations and API development, support and mentors WVDOT on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized WVDOT needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
- 4.1.7.1.2.8 Principal Consultant – Must be able provides software expertise to advise selected vendor and WVDOT implementation teams on best practices throughout SOW.
- 4.1.7.1.2.9 Program Manager – Must be able to establish relationships with key stakeholders to regularly examine government needs against WVDOT vision, strategies and goals. Must be able to manage projects initiation, develops the project charter and plan, and coordinates schedules and resources. Tracks

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

burn down rates, project/solution issues, scope creep and impact.

- 4.1.7.1.2.10 Technical Consultant – Must be able to provide expertise on software installation and module configuration, Documents business requirements, installs and configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.
- 4.1.7.1.2.11 Hyland OnBase System Administrator training or equal – Will be charged per person and train the following:
Administering system and system changes, point and click configuration tools, drop-down menus, check boxes, radio boxes, enable WVDOT to build applications, add new solutions, manage content, processes, and upgrade software .
- 4.1.7.1.2.12 Hyland OnBase Introduction to Workflow training or equal – will be charged person and this must enable WVDOT to the processes and tools associated with designing, implementing, modifying and testing OnBase Workflow or equal implementations. Training scenarios must require WVDOT to employ multiple functions within their Workflow design. The course must present a hands-on approach to understanding the Workflow interface, interactions and software possibilities.
- 4.1.7.1.2.13 Hyland OnBase Premium Subscription or equal - must be a suite of on-demand training tools created for the WVDOT. Must be role-based professional development and allow WVDOT to learn and understand/manage the content management software. Premium

REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)

Subscription must be at least a 12-month subscription that allows anyone within WVDOT with an active account to have access to the entire Premium Subscription catalog.

4.2 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

5. CONTRACT AWARD:

- 5.1 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.
- 5.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the content management rate and professional service hour rates. Vendor should complete the Pricing Pages 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

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

6. ORDERING AND PAYMENT:

- 6.1 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.
- 6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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. 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.

9. DELIVERY AND RETURN:

- 9.1 Delivery Time:** Vendor shall deliver orders within ten (10) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 9.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

- 9.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 9.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 9.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

10. VENDOR DEFAULT:

- 10.1** The following shall be considered a vendor default under this Contract.
- 10.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4** Failure to remedy deficient performance upon request.

**REQUEST FOR QUOTATION
WVDOT Content Management System (81220078)**

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 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.

11.2 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.

11.3 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.

11.4 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: Brian Schlegel
Telephone Number: 919-439-2870
Fax Number: 407-839-1927
Email Address: bschlegel@databankimx.com



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1034536

Doc Description: ADDENDUM NO_1 Content Management System RFQ (81220078)

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-24	2022-06-01 13:30	CRFQ 0803 DOT2200000169	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep

304-558-2566

john.w.estep@wv.gov

Vendor

Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software				

Comm Code**Manufacturer****Specification****Model #**

43232200

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

SCHEDULE OF EVENTS**Line****Event****Event Date**

1 Tech Questions due bt 10:00am

2022-05-20

SOLICITATION NUMBER: CRFQ DOT2200000169

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000169 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 06/01/2022 at 1:30pm

Terms and Conditions:

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

CRFQ-0803-DOT2200000169

Content Management System RFQ

Technical Questions

Question 1. Whether companies from Outside USA can apply for this? (like, from India or Canada)

Response 1. The State of West Virginia is seeking qualified bidders meeting the requirements of CRFQ DOT2200000169.

Question 2. Whether we need to come over there for meetings?

Response 2. For this solicitation bid response, it may be required for Vendors to be present or hold meetings in Charleston, WV. Vendors should review the solicitation attachments: CRFQ DOT2200000169 Inst to Vendors.pdf, CRFQ DOT2200000169 Specifications.pdf and CRFQ DOT2200000169 Terms and Conditions.pdf and bid accordingly.

Question 3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)

Response 3. The State of West Virginia is seeking qualified bidders meeting the requirements of CRFQ DOT2200000169.

Question 4. Can we submit the proposals via email?

Response 4. Vendors should review and must follow CRFQ DOT2200000169 Instr to Vendors.pdf and complete the bid package as specified.

Question 5. On behalf [insert vendor name here] intent to respond to CRFQDOT2200000169 I do have a question in regards to the pricing spreadsheet titled CRFQ DOT2200000169 Exhibit A Pricing Page. [Insert Vendor name] pricing is tiered, which isn't allowing for the spreadsheet to align correctly with the Extended Cost.

For example, Vendor pricing for up to 25 licenses is \$900 each, and for 26-50 users, the price is \$800. If we were to quote 50 user licenses as indicated in cell E8, we would quote the first 25 at \$900, and the remaining 25 at \$800. For Exhibit A, it is my intention to put the correlating SKU price in the Unity Cost section (Columns F-I), with the understanding that our pricing is cumulative for the tiers, and does not add up to the Extended Cost Column according to the calculations that are locked in the spreadsheet.

Can you please confirm if that is acceptable? Please let me know if any clarifications are needed on my example

Response 5. Vendors should bid the tiers by taking into account the previous tiers have already been purchased by the state in this bid scenario. The state is seeking to get to a cost per license for each tier as it increases in license demand (eg: 1-25 licenses, 26-50 licenses) . In reference to the pricing scenario asked in the question, vendors should list \$900.00 for the 25 license tier and \$800.00 in the 26-50 tier. The estimated quantities are purely for evaluation and bid scenario purposes only.

The pricing page will be updated, vendors must use the new pricing page once the addendum is published.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000169

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

DataBank IMX

Electronically Signed	Company	7/20/22 05:31 21:18:28 UTC - 71.10.82.67
Metrix AssureSign	<i>Lee Meyerdisch</i>	60913370-3616-4000-8078-4446D1517708

Authorized Signature

May 31, 2022

Date

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



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1034536

Doc Description: ADDENDUM NO_2 Content Management System RFQ (81220078)

Reason for Modification:

Addendum No_2
Attach Revised Exhibit A Pricing
Page

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-24	2022-06-01 13:30	CRFQ 0803 DOT2200000169	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software				

Comm Code**Manufacturer****Specification****Model #**

43232200

Extended Description:

Content Management Software Licenses, Support, Maintenance and Services in accordance with Exhibit A Pricing Page

SCHEDULE OF EVENTS**Line****Event****Event Date**

1 Tech Questions due bt 10:00am

2022-05-20

SOLICITATION NUMBER: CRFQ DOT2200000169

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000169 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Revised Exhibit A Pricing Page

Bid Opening remains 06/01/2022 at 1:30pm

Terms and Conditions:

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EXHIBIT A - PRICING PAGE

v2.5.22.22

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Extended Cost
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (25 users)	EA	25					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (26-50 users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (51-100 users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (101-200 users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (201-500 Users)	EA	1					\$0.00
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (501+ Users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (25 users)	EA	25					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (26-50 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (51-100 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (101-200 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (201-500 users)	EA	1					\$0.00
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (501+ users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (25 users)	EA	25					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (26-50 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (51-100 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (101-200 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (201-500 users)	EA	1					\$0.00
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (501+ users)	EA	1					\$0.00

EXHIBIT A - PRICING PAGE

12.5.22.22

Content Management Software and Professional Services								
LOCATION: BUILDINGS, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Extended Cost
4.1.5	Hyland OnBase Integration for WVDOT DocuSign eSignature Part # ONB-INTG1-11 or equal	EA	1					\$0.00
4.1.6	Hyland OnBase Integration for WVDOT ESRI ArcGIS Server Part # ONB-INTG1-14 or equal	EA	1					\$0.00
4.1.7.1.2.1	Advanced Capture Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.2	Business Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.3	Conversion Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.4	Database Engineer - Professional Services	EA	100					\$0.00
4.1.7.1.2.5	Enterprise Solutions Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.6	Infrastructure Analyst - Professional Services	EA	100					\$0.00
4.1.7.1.2.7	Integration Engineer - Professional Services	EA	100					\$0.00
4.1.7.1.2.8	Principal Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.9	Program Manager - Professional Services	EA	100					\$0.00
4.1.7.1.2.10	Technical Consultant - Professional Services	EA	100					\$0.00
4.1.7.1.2.11	Hyland OnBase System Administrator Training or equal	EA	1					\$0.00
4.1.7.1.2.12	Hyland OnBase Introduction to Workflow Training or equal	EA	1					\$0.00
4.1.7.1.2.13	Hyland OnBase Premium Subscription or equal (Pricing should be based on 25 Essential User Licenses)	LS	1					\$0.00
					TOTAL AMOUNT OF BID →			\$0.00
<p>* The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.</p> <p>** 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.</p> <p>***Optional Renewals- Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.</p>								

Vendor Signature

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000169

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(Check the box next to each addendum received)

<input 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

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DataBank IMX

Electronically Signed	Company	2022-05-31 21:25:15 UTC - 71.10.03.57
Not a SureSign	<i>Lee Meyersink</i>	e503e6d-baa1-455a-970b-aac60160e850

Authorized Signature

May 31, 2022

Date

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

EXHIBIT A - PRICING PAGE

v2.5.23.22

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (25 users)	EA		\$689.17	\$689.17	\$689.17	\$689.17	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (26-50 users)	EA		\$650.88	\$650.88	\$650.88	\$650.88	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (51-100 users)	EA		\$593.46	\$593.46	\$593.46	\$593.46	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (101-200 users)	EA		\$526.45	\$526.45	\$526.45	\$526.45	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (201-500 Users)	EA		\$440.31	\$440.31	\$440.31	\$440.31	
4.1.2	Hyland OnBase Essential User License Part # ONB-SUB-DW or equal (501+ Users)	EA		\$373.30	\$373.30	\$373.30	\$373.30	
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (25 users)	EA		\$918.89	\$918.89	\$918.89	\$918.89	
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (26-50 users)	EA		\$880.60	\$880.60	\$880.60	\$880.60	
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (51-100 users)	EA		\$823.18	\$823.18	\$823.18	\$823.18	
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (101-200 users)	EA		\$756.17	\$756.17	\$756.17	\$756.17	

EXHIBIT A - PRICING PAGE

v2.5.23.22

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (201-500 users)	EA		\$670.03	\$670.03	\$670.03	\$670.03	
4.1.3	Hyland OnBase Standard User License Part # ONB-SUB-PW or equal (501+ users)	EA		\$603.02	\$603.02	\$603.02	\$603.02	
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (25 users)	EA		\$1,148.62	\$1,148.62	\$1,148.62	\$1,148.62	
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (26-50 users)	EA		\$1,110.33	\$1,110.33	\$1,110.33	\$1,110.33	
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (51-100 users)	EA		\$1,052.89	\$1,052.89	\$1,052.89	\$1,052.89	
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (101-200 users)	EA		\$985.89	\$985.89	\$985.89	\$985.89	
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (201-500 users)	EA		\$899.75	\$899.75	\$899.75	\$899.75	
4.1.4	Hyland OnBase Premier User License Part # ONB-SUB-KW or equal (501+ users)	EA		\$832.74	\$832.74	\$832.74	\$832.74	

EXHIBIT A - PRICING PAGE

v2.5.23.22

Content Management Software and Professional Services								
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305								
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
4.1.5	Hyland OnBase Integration for WVDOT DocuSign eSignature Part # ONB-INTG1-11 or equal	EA		\$4,594.46	\$4,594.46	\$4,594.46	\$4,594.46	
4.1.6	Hyland OnBase Integration for WVDOT ESRI ArcGIS Server Part # ONB-INTG1-14 or equal	EA		\$4,594.46	\$4,594.46	\$4,594.46	\$4,594.46	
4.1.7.1.2.1	Advanced Capture Consultant - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.2	Business Consultant - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.3	Conversion Consultant - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.4	Database Engineer - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.5	Enterprise Solutions Consultant - Professional Services	EA		\$0.00	\$0.00	\$0.00	\$0.00	
4.1.7.1.2.6	Infrastructure Analyst - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.7	Integration Engineer - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.8	Principal Consultant - Professional Services	EA		\$0.00	\$0.00	\$0.00	\$0.00	

EXHIBIT A - PRICING PAGE

v2.5.23.22

Content Management Software and Professional Services
LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305

Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost				Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	
4.1.7.1.2.9	Program Manager - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.10	Technical Consultant - Professional Services	EA		\$210.00	\$210.00	\$210.00	\$210.00	
4.1.7.1.2.11	Hyland OnBase System Administrator Training or equal	EA		\$2,720.40	\$2,720.40	\$2,720.40	\$2,720.40	
4.1.7.1.2.12	Hyland OnBase Introduction to Workflow Training or equal	EA		\$2,740.00	\$2,740.00	\$2,740.00	\$2,740.00	
4.1.7.1.2.13	Hyland OnBase Premium Subscription or equal (Pricing should be based on 25 Essential User Licenses)	LS		\$604.53	\$604.53	\$604.53	\$604.53	

* The estimated purchase volume for new licenses represents the approximate volume of anticipated purchases only.
No future use of the Contract or any individual item is guaranteed or implied.

** 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.

***Optional Renewals- Year Two through Year Four may be renewed by Change Order upon mutual agreement between the Vendor and Agency.

Glenn Walther
DataBank IMX

Vendor Signature