



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

State of West Virginia Contract

Order Date: 04-27-2023

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:	CCT 0210 4432 ISC2300000002 1	Procurement Folder:	1024606
Document Name:	Direct Award for ASG Software Maintenance (OT23096)	Reason for Modification:	
Document Description:	Direct Award for ASG Software Maintenance (OT23096)	Reassignment of CCT ISC2200000004 PF:1024606	
Procurement Type:	Central Sole Source		
Buyer Name:	Toby L. Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-04-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-04-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000100840 ROCKET SOFTWARE INC PO BOX 842965 BOSTON MA 022842965 US Vendor Contact Phone: 781-577-4321 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>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

4-29-23
ENTERED

Total Order Amount: \$140,850.62

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION <i>[Signature]</i> DATE: 4/27/23 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>[Signature]</i> DATE: 5/3/2023 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>[Signature]</i> DATE: 5-3-2023 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

This contract identified as CCT ISC2300000002 is created for administrative purposes only and is intended to change the name of the vendor identified in contract no. CCT ISC2200000004 from ASG Technologies Group Inc (V/C account 000000217320) to Rocket Software Inc (V/C account 000000100840). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 04/15/2023
Old procurement folder: 1024606

AND

To renew contract for one (1) year according to all terms and conditions, specifications, and pricing contained in the Original Contract and subsequent Change Orders not modified herein.

Renewal Years Remaining: (2)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	0.00000		0.000000	\$140,850.62
Service From	Service To	Manufacturer		Model No	
2023-04-15	2024-04-14				

Commodity Line Description: Content Management - Maintenance - Year 2

Extended Description:



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

Joshua D. Spence
Chief Information Officer

April 6, 2023

Glenda Hanks
Senior Renewal Account Executive
ghanks@rocketsoftware.com

Subject: Renewal of agreement CCT ISC22*04 and Reassignment to CCT ISC23*02, ASG Software

Dear Mr./Ms. Hanks:

Provisions were included in the original contract documents, CCT ISC22*04, to renew subject contract under the same terms, conditions and pricing. The renewal dates are April 15, 2023, through April 14, 2024. Additionally, because of a company name change, the contract will be reassigned to Rocket Software Inc. and given a new contract number – CCT ISC23*02. Rocket Software Inc agrees to assume all responsibilities of the agreement. If your company agrees, please sign below and return to my attention as soon as possible.

Please contact me if you have any questions.

Sincerely,

Andrew Lore
IT Procurement & Business Services Manager/ISMI
West Virginia Office of Technology
1900 Kanawha Blvd. E., Bldg. 5, 10th Floor
Charleston, WV 25305

Attachment

We agree to the above under the same terms, conditions and pricing as in the original purchase order and any change orders thereto.

Michael Currie

Name/Signature

4/7/2023

Date

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ASG TECHNOLOGIES GROUP, INC.", CHANGING ITS NAME FROM "ASG TECHNOLOGIES GROUP, INC." TO "ROCKET SOFTWARE TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE TWENTY-FIRST DAY OF FEBRUARY, A.D. 2023, AT 10:43 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF MARCH, A.D. 2023.



Jeffrey W. Bullock, Secretary of State

2086547 8100
SR# 20230606122

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202751478
Date: 02-21-23

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:43 AM 02/21/2023
FILED 10:43 AM 02/21/2023
SR 20230606122 - File Number 2086547

**CERTIFICATE OF AMENDMENT
TO
SIXTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ASG TECHNOLOGIES GROUP, INC.
* * * * ***

*Adopted in accordance with the provisions
of §228 and §242 of the General Corporation Law
of the State of Delaware*

* * * * *

ASG Technologies Group, Inc., a corporation duly organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: The name of the Corporation is ASG Technologies Group, Inc.

SECOND: The Corporation filed its Certificate of Incorporation with the Delaware Secretary of State on March 24, 1986 under the name Allen Systems Group, Inc. (the "Certificate of Incorporation") and the Corporation filed its Sixth Amended and Restated Certificate of Incorporation with the Delaware Secretary of State on July 31, 2017 (the "Restated Certificate")

THIRD: Paragraph 1 of the Restated Certificate shall hereby be amended and restated in its entirety to read as follows:

1. Name. The name of the corporation is Rocket Software Technologies, Inc.

FOURTH: That the board of directors of the Corporation approved the foregoing amendment by unanimous written consent pursuant to the provisions of Section 141(f) and 242 of the General Corporation Law of the State of Delaware.

FIFTH: The amendment shall become effective on March 1, 2023.

* * * * *

IN WITNESS WHEREOF, the undersigned does hereby certify under penalties of perjury that this Certificate of Amendment to the Sixth Amended and Restated Certificate of the Incorporation is the act and deed of the undersigned and the facts stated herein are true and accordingly has hereunto set his hand this 21st day of February, 2023.

ASG TECHNOLOGIES GROUP, INC.

DocuSigned by:
Matthew L. Vittiglio
By: _____
Name: Matthew L. Vittiglio
Title: Secretary



Doing business with Rocket[®] Software

ASG Technologies Group
Products



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Introduction

Dear valued ASG Customers and Partners,

We are excited to take the next step in welcoming you to the Rocket® Software family. We are here to help you transition to Rocket Software operational processes for transacting business, managing financials, placing orders, accessing technical support, engaging in services delivery, downloading products, managing license keys, and so much more.

This guide was created to answer questions about how to work with Rocket Software and ease your transition to our operational processes beginning **March 1, 2023**.

If you have additional questions not addressed in this document, please email askrocket@rocketsoftware.com and we will respond as quickly as possible.



Legal and Tax

1. Who will own my contract(s)?

- Your contract may have been assigned to a Rocket Software legal entity. If the ASG entity you are invoiced from is listed in the table below, your contract will be assigned on March 1, 2023 to the Rocket Software entity indicated to the right.
- The Rocket Software affiliate will assume all rights and obligations of your contract.

If you were invoiced from:	Your contract was assigned to:
ASG Technologies Group, Inc. 708 Goodlette Road North Naples, FL 34102 or 77 4th Avenue Waltham MA 02451 United States	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. 708 Goodlette Road North Naples, FL 34102 or 77 4th Avenue Waltham MA 02451 United States	If your ship to address is in Canada, your contract was assigned to: Rocket Software Canada, Inc. 40 King Street West Suite 4400 Toronto, ON M5H 3Y4 Canada Tax ID: 84451 6104 RT0001
ASG Technologies Group, Inc. (Argentina) Ing. Butty 240, 5 piso C1001-AFB Buenos Aires Argentina	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Australia) Suite 2, Level 2 4 Ilya Avenue Erina NSW 2250 Australia	Rocket Software Pty., Ltd Level 1, 18 National Circuit Barton ACT, 2600 Australia ABN 22 050 043 699



ASG Technologies Group, Inc. (Belgium) Koloniënstraat 11 1000 Brussels Belgium	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Denmark) Struergade 16 DK-2630 Taastrup Denmark	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Japan) SPACES Otemachi Bldg. 1F 1-6-1 Otemachi Chiyoda-ku, Tokyo 100-0004 Japan	Rocket Software Japan, Ltd. 4F MM Park Building3-6-3 Minatomirai, Nishi-ku Yokohama-shi, Kanagawa-ken 220-0012 Japan Tax Id No. 00882348
ASG Technologies Group, Inc. (Netherlands) Utrecht Business Park Zen Building, Newtonlaan 115, 3584 BH Utrecht Netherlands	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Sweden) Svetsarvagen 15 171 41 Solna Sweden	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (UK) 3rd Floor News Building 3 London Bridge Street Greater London SE1 9SG United Kingdom	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800

- ASG entities changed names effective March 1, 2023.
 - If the ASG entity that you are invoiced from is not listed in the table above, your contract is not being assigned at this time. However, certain ASG entities will undergo a name change as of March 1, 2023 in accordance with the table below:



Current entity name	Entity name as of March 1, 2023
ASG do Brasil Tecnologia da Informação Ltd	Rocket Software do Brasil Ltda
ASG Technologies Group, Inc. (France)	Rocket Software Technologies, Inc. (France)
ASG GmbH & Co. KG	Rocket Software Technologies Deutschland GmbH & Co KG
ASG Technologies Group, Inc. (Italy)	Rocket Software Technologies, Inc. (Italy)
ASG Technologies Group, Inc. (Philippines)	Rocket Software Technologies, Inc. (Philippines)
ASG Technologies Group, Inc. (Singapore)	Rocket Software Technologies, Inc. (Singapore)
ASG Technologies Inc Sucursal en España	Rocket Software Technologies Inc Sucursal en España

2. Will my terms and conditions change?

- With the transition to Rocket Software on March 1, 2023, your ASG contract terms and conditions will continue to govern the relationship.

3. What if I have questions about my contracts?

- If you have questions about your ASG contracts:
 - Contact your channel manager, account executive, or renewal account executive
 - If you are not certain who that is or have difficulty reaching them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

4. Tax Matters

- If your contract has been assigned, the Tax ID numbers for your new supplier entity are located within the 'Who Owns My Contract Table' under Topic 1.
- For US customers: Requests for Form W-9 for Rocket Software, Inc. can be sent to salestax@rocketsoftware.com.
- For US customers claiming exemption from US sales tax: If you provided a sales tax exemption certificate to ASG Technologies Group, Inc., this certificate would not apply to invoices from Rocket Software, Inc. issued after April 30, 2023. You must provide a new exemption certificate applicable to Rocket Software, Inc., which can be emailed to salestax@rocketsoftware.com. We strongly encourage you to provide the Rocket Software, Inc. exemption certificate before April 1, 2023, to ensure that the exemption will be applied appropriately to future Rocket Software, Inc. invoices after April 30, 2023. Applicable sales tax will be charged if a valid exemption certificate is not on file at the time of invoicing.



Invoicing and Payment

1. What types of payment does Rocket Software accept?

- Rocket Software, Inc. accepts payment by check, credit card, and bank/wire transfer.

2. For each payment type, where/how do I remit payment?

Legal Entity	Customers and Partners From	Payment Type	Remittance Advice
Rocket Software Inc	Caribbean Islands, and the United States	Checks	Rocket Software Inc. Depository Account USD Lockbox number – 0842965 Rocket Software Inc. Depository Account P.O. Box 712965 Philadelphia, PA, 19171-2965 Tax ID: 04-3090800
Rocket Software Inc	Argentina, Belgium, Denmark, Netherlands, Sweden, and UK, Caribbean Islands, and the United States	Bank and Wire Transfers	Wells Fargo Bank USD 420 Montgomery St San Francisco, CA 94104 ABA/ Routing #: 121000248 SWIFT Code: WFBUS6S Account #: 4124212382
Rocket Software Inc	United States Only	Credit Card or Bank Debit Payment	https://payments.rocketsoftware.com/
Rocket Software do Brasil Ltda	Brazil	Wire transfer	Bank Name - BRASIL CITIBANK BRL Account Number- 0116414015 IBAN Number BR9733479023 000010086131389C1
Rocket Software Canada Inc	Canada	Bank and Wire Transfers	Wells Fargo Bank USD 420 Montgomery St San Francisco, CA 94104 Account # 3330004715 SWIFT Code: WFBUS6A



Rocket Software Canada Inc	Canada	Bank and Wire Transfers	Wells Fargo Bank CAD 420 Montgomery St San Francisco, CA 94104 Account # 3330004714 SWIFT Code: WFBUS6A
Rocket Software Japan, Ltd.	Japan	Bank and Wire Transfers	Mizuho Bank Yokohama-Hashiguchi Branch JPY Savings No. 2223962 Swift Code: MHCBJPJT
Rocket Software Technologies Deutschland GmbH & Co. KG	Germany	Bank and Wire Transfers	ABN AMRO BANK N.V. GERMAN BRANCH EUR Account Name- GERMANY EUR - ABNAMRO Bank Account- 3000021639 BLZ/bank code: 503 240 00 IBAN- DE08503240003000021639 BIC- FTSBDEFA
Rocket Software Pty. Ltd	Indonesia, Malaysia, Peoples Republic of China, Singapore, and Vietnam	Bank and Wire Transfers	National Australia Bank USD Acct: CORVUUSD01 SWIFT: NATAAU3302S
Rocket Software Pty. Ltd	Australia	Bank and Wire Transfers	National Australia Bank AUD BSB Num: 082-201 Acct: 66 142 3027 SWIFT: NATAAU3302S
Rocket Software Pty. Ltd	New Zealand	Bank and Wire Transfers	National Australia Bank NZD BSB Num: 082-201 Acct: 66 142 3027 SWIFT: NATAAU3302S



3. Which currencies does Rocket Software accept?

- Rocket Software will continue to support sales in US Dollar, Canadian Dollar, Brazil Real, Euro, Australian Dollar, British Pound, Japanese Yen, Swiss Franc, Indian Rupee, Philippines Peso, and Singapore Dollar.
- Remittances must be made in the currency identified on your invoice.

4. Who do I contact if I have questions about my invoice?

- For questions about your invoice or discussion regarding an overpayment, duplicate payment, credit balance, or a payment sent in error, email the Rocket Software accounts receivable team in the table below based on your country.
- Include your company name, and invoice information (number, date, amount) as available.

Legal Entity	Customers and Partners From	Legal Entity Address	Questions About Invoices and Accounts Receivables
Rocket Software Inc	Argentina, Belgium, Denmark, Netherlands, Sweden, and UK Caribbean Islands, and the United States	77 4th Ave Waltham, MA 02451 USA	us.accountsreceivable@rocketsoftware.com
Rocket Software do Brasil Ltda	Brazil	Rua Olimpíadas, 205 4o andar Cj 41 São Paulo – SP - Brasil CEP 04551-000	br.accountsreceivable@rocketsoftware.com
Rocket Software Canada, Inc.	Canada	40 King Street West Suite 4400 Toronto, ON M5H 3Y4 Canada	ca.accountsreceivable@rocketsoftware.com
Rocket Software Technologies Deutschland GmbH & Co. KG	Germany	Helfmann-Park 9 65760 Eschborn Germany	de.accountsreceivable@rocketsoftware.com
Rocket Software Pty. Ltd	Australia, New Zealand, Indonesia, Malaysia, Peoples Republic of China, Singapore, and Vietnam	Level 1, 18 National Circuit Barton ACT, 2600 Australia	au.accountsreceivable@rocketsoftware.com
Rocket Software Japan Ltd.	Japan	4F MM Park Building 3-6-3 Minatomirai, Nishi-ku Yokohama-shi, Kanagawa-ken 220-0012 JAPAN	jp.accountsreceivable@rocketsoftware.com



5. ASG already has my PO. Will it still be valid, or do I have to provide a new one?

- Rocket Software will honor existing/previously submitted POs issued to ASG.
 - Effective March 1, 2023, all new purchase orders must be issued to the applicable Rocket Software Contracting Entity—please see the contract assignment and name change tables in the [Legal and Tax section](#) of this document to identify your Rocket Software Contracting Entity (and associated address).
 - Submit POs to orders@rs.com.

6. Does Rocket Software have a refund policy?

- Rocket Software does not issue refunds.
- If you have an issue with your ASG products, please contact your channel manager, account executive, or renewal account executive. If you are not certain who that is or have difficulty reaching them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

7. Do I need to update my procurement system with a new vendor and/or banking information?

- Yes, you will need to set up your Rocket Software entity as a supplier. See [Invoicing and Payment #2](#) above for banking information.
 - Invoices dated before March 1, 2023, in the name of ASG, can be paid to the same bank account listed on the ASG invoice.
 - Invoices dated after March 1, 2023, will be issued by Rocket Software with the updated bank account.

8. I need to change my contact on file due to personnel changes in my company. How do I do this?

- Contact the Rocket Software team at orders@rs.com
 - The information you need to provide includes:
 - Prior contact name (who is being replaced).
 - The new contact's first name, last name, email address, company name, and phone number.



Professional Services

1. Will the consultants who deliver my services be changing?

- There are no planned changes to consulting assignments. We will continue to deliver our service engagements, ensuring the same level and quality of service using the resources engaged with you today (or comparably skilled resources) through the end of the contract period. All contractual agreements, including Master Services Agreements, will be honored in full.
- If a change should become necessary, the Rocket Software Customer Solutions Engineering management team will work with you to ensure a smooth transition and your continued satisfaction.

2. Will the method and frequency of project status checkpoints be changing?

- Rocket Software follows a standard project delivery process for all customer engagements. The method and frequency of project status checkpoints will not change from what you are accustomed to unless you prefer a different method or frequency. The Rocket Software team will adapt to what you are most comfortable with.

3. How do I initiate a new services contract?

- Contact your Rocket Software account executive to discuss new engagements.
- If you do not know who your account executive is, email solutioning@rocketsoftware.com and we will work with you to initiate your request.

4. Who will be my primary contact for service engagements, and what role do they play?

- Your primary contact in a Rocket Software services engagement will be your Rocket Software project manager.
- If you have an active engagement, Rocket Software's Customer Solutions Engineering team will introduce you to your Rocket Software project manager if you do not have one already assigned.

5. Are there any changes to the service levels I have come to expect from ASG?

- There will be no changes to your service levels. The Rocket Software team is committed to your success and is here to help in any way we can. We will do our best to ensure that you are completely satisfied with our engagement with you.



6. I have a proposed statement of work in progress. Can this continue, or do we need to start a new one?

- Rocket Software will continue to work with you using your in-progress Statement of Work (SOW). The Rocket Software Solutioning team will meet with you to understand your objectives and ensure continuity with the SOW so that Rocket Software is prepared to meet your expectations once contracted.

7. Has anything changed with how Field Developed Interfaces (FDIs) or Custom Application Interfaces (CAIs) are purchased or maintained?

- The FDI/CAI purchase process remains the same. However, flat-fee annual maintenance is no longer offered with the purchase of FDIs/CAIs. Any required maintenance can be discussed/negotiated as a T&M engagement with the Rocket Software Solutioning team. The solutioning team can be contacted at solutioning@rocketsoftware.com. Rocket Software will continue to honor currently active FDI/CAI-related maintenance agreements.

8. Will there be changes to invoicing for Professional Services?

- Rocket Software invoices Professional Services monthly on the first business day of the month for the prior month. The monthly invoice will cover all services recorded for the entire calendar month.
- Your final invoice from ASG will cover the period between January 26 - February 25, 2023. The first invoice from Rocket Software will be issued on Monday, April 3, 2023 for February 26 - March 31.



Relationship Management

1. Will the staff who supported me at ASG still be available, including my sales contact?

- The entire Rocket Software team, along with the new employees who have joined Rocket Software from ASG, are here to support your needs. Some names and faces will be familiar, and some will be new. Rest assured, all of us are committed to ensuring you receive the highest level of service.

2. How do I reach the Rocket Software channel manager, account executive, or renewal representative assigned to my account?

- If you are unsure who to contact at Rocket Software or how to reach your Rocket Software representative, any of the options below are available to help you:
 - Email support@rocketsoftware.com or
 - Call 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software Account representative.

3. Will my service engagement continue with the same personnel?

- We will continue to deliver on our service engagements, ensuring the same level and quality of service using the resources engaged with you today (or comparably skilled resources) through the end of the contract period. Your contract will continue without interruption.

4. I recently received a quote from ASG; will Rocket Software honor it? Where do I send the POs or signed order forms?

- Quotes are valid through the current period of the performance expiration date (renewals)
 - The expiration date stated on your new sales quote, and/or
 - The expiration date of the current period of performance stated on your renewal quote.
- Send renewal or new sales POs and signed order forms to orders@rs.com.

5. Who should I contact if I need to purchase additional products, licenses, or services or if I have questions about my current licenses?

- Contact your channel manager, account executive, or renewal account executive
 - If you are not certain who that is or have difficulty reaching them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.



6. Are there any product name or number (SKU) changes I should be aware of?

- Rocket Software has assigned new SKUs/product codes, effective March 1, 2023. These new SKUs will replace former ASG product names to align with Rocket Software's product naming conventions.
- These changes will not affect your current licenses, nor will they affect maintenance or support in any way.
- The new SKUs will be reflected on quotes, invoices, support cases, and other entitlement records at Rocket Software as of March 1, 2023.
- Should you have any questions about the mapping of old to new SKUs, contact your channel manager, account executive, or renewal account executive, and they can assist you in understanding the translation.

7. Does Rocket Software offer trials or proof of concept? If so, how can I request one?

- Contact your channel manager, account executive, or renewal account executive
 - If you are unsure who that is or are unable to reach them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

8. Does Rocket Software support the same currencies as ASG?

- Please see the [Invoicing and Payment](#) section above.

9. Are there changes to the roadmaps for ASG?

- Currently, there are no planned changes to the ASG roadmaps. Roadmaps evolve based on product and customer needs and can be discussed upon request.
- Roadmaps will also be shared at the Rocket Software roadmap webinars.
- If you would like to have a specific conversation about Rocket Software's roadmap for the products you use, contact your channel manager, account executive, or renewal account executive. If you are unsure who that is or are unable to reach them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

10. How often and in what form will I receive communications from Rocket Software?

- Rocket Software customer success managers will contact you periodically to ensure that you are satisfied with Rocket Software's service delivery.
- We will provide notification of upcoming operational changes by email and/or phone.
- With your permission, we will notify you of upcoming product release highlights and strategic updates to product direction via Rocket Software account executives and customer success team members.

- We will also post updates on our support website and the Rocket Software Forum.
- To continually improve our products and help our customers succeed, Rocket Software may reach out to better understand the applied usage of license products in your environment.
- If you want to reach out to our Customer Success team, please email csm.connect@rocketsoftware.com.

11. Can I follow Rocket Software on social media?

- You can find Rocket Software on these social media platforms:
 - [Rocket Software on Facebook](#)
 - [Rocket Software on Twitter](#)
 - [Rocket Software on LinkedIn](#)

12. Rocket Software has recently relaunched the Rocket Software Partner Portal.

- The Rocket Software Partner Portal is intended for all partners of Rocket Software, including partners from Rocket Software, ASG, Uniface, and other Rocket Software acquisitions. Visit <https://partners.rocketsoftware.com> for access to:
 - Deal registration
 - On-demand enablement
 - Product collateral
 - Program guides & more

Any questions regarding partner engagement should be directed to partners@rocketsoftware.com



Customer and Technical Support

1. How do I contact Rocket Software customer support starting March 1, 2023?

- Call one of the following support telephone numbers, or send an email to support@rocketsoftware.com with your support issue.

Country	Toll-free telephone number
United States	1-855-577-4323
Australia	1-800-823-405
Belgium	0800-266-65
Brazil	0-800-591-8021
Canada	1-855-577-4323
中国 (China)	400-120-9242
Deutschland (Germany)	0800-180-0882
France	08-05-08-05-62
Greece	800-848-1252
Italia (Italy)	800-878-295
日本 (Japan)	0800-170-5464
Malaysia	1-800-814-479
Nederland (Netherlands)	0-800-022-2961
New Zealand	0800-003210
Portugal	800-180-202
Singapore	800-852-3337
South Africa	0-800-980-818
United Kingdom	0800-520-0439



- Send an email to support@rocketsoftware.com with your support issue.
- Complete the web form at <https://www.rocketsoftware.com/support>.
- Keeping up to date with your support case, product files, documentation, licenses, and knowledge base is as simple as logging into the Rocket Software Customer Community Portal (RCC).
- Registration is required to access the Rocket Software Customer Community, which replaces the ASG ACCESS Portal. The steps to register for the RCC are:
 - Go to the RCC Portal at <https://my.rocketsoftware.com/RocketCommunity/RCLogin>.
 - If you were an ASG ACCESS portal user, you may already be registered.
 - Simply log on to the RCC portal using the link provided and change your password by clicking "Forgot Password". Choose an individual password.
 - You may register anytime if you are not automatically registered or are a new portal user. Follow these simple steps:
 - After entering the above URL, click "Sign Up"
 - Fill out the ensuing form and click on "Request Account"
 - This will create a Service Case. Our Customer Care team will review the information provided and activate your account.

2. What can I do in the Rocket Software Customer Community Support Portal at <https://my.rocketsoftware.com/RocketCommunity/RCLogin> after March 1, 2023?

- Check the status of open support issues and support ticket history (cases tab).
- Escalate a support ticket (cases tab).
- Download products you currently own and for which you have active support/maintenance agreements (downloads tab).
- Access product fixes, patches, and point releases (downloads tab).
- Link to the product documentation portal <https://docs.rocketsoftware.com> (documents tab).
- Search knowledge articles for your product (knowledge base tab).
- Upgrade to the latest software build (download tab).
- Review your current licenses (license key tab).

3. Will there be any changes to my service level agreements and commitments?

- There will be no changes to your service level agreements and commitments. The Rocket Software team is committed to your success and will help in any way we can.

4. How long will my current software version(s) be supported?

- On March 1, 2023, there will be no change to Rocket Software ASG versions supported. Any future changes to the Rocket Software versions supported will be communicated with ample notice.



5. How do I submit an enhancement request to Rocket Software after March 1, 2023?

- Requests for changes and enhancements to Rocket Software's ASG products should be routed through:
 - Web form at <https://www.rocketsoftware.com/support> or email support@rocketsoftware.com.

6. Can I still access support using the ASG Support Portal?

- After March 1, 2023, support will only be available via the Rocket Software Customer Community Support Portal. Refer to [number #1](#) above for access information.

7. How do I request a replacement or an emergency license key? Am I still able to access self-service tools in the ASG support portal?

- After March 1, 2023, license key support will only be available via Rocket Software.
- To obtain a replacement or emergency license key, open a case by sending an email to support@rocketsoftware.com. For emergency license keys, mark the email as Urgent or Severity 1, stating the product and the version in your email, and follow up with a phone call to one of the numbers listed above.

8. Where do I request a new key for a change in our system environment beginning March 1, 2023?

- Send an email to support@rocketsoftware.com with the new server's host name and host ID/system information to get a new license file.
- Examples of system environments are:
 - Moving the license to a new server (include current system and version, current server, new server host name, and host ID/System information).
 - Upgrading to a higher or a more recent release of ASG.
 - Changing user counts.

9. How do I get product self-help?

- Rocket Software offers four different self-help options:
- Register on the Rocket Software Forum to access Rocket Software support, collaborate with your peers, engineers, and product management, and our complete knowledge base.
 - Get started here: <https://community.rocketsoftware.com/register>. You may use the same email address and password you use to register for Rocket Software Customer Community, but you must register separately.
- Access product documentation at <https://docs.rocketsoftware.com>. This content is available with or without an account. Creating an account will enable the additional functionality of creating and sharing content collection, sending feedback, and setting up a watchlist of documents.

- The Rocket Software Customer Community provides access to our complete knowledge base of solutions.
- For education and enablement, Partners may visit the partner portal site at <https://partners.rocketsoftware.com>.

10. Where do I learn about product updates and roadmaps?

- Roadmaps are shared in Rocket Software webinars and within the Rocket Software Forum.
- Create an account on <https://docs.rocketsoftware.com> to enable notifications of any changes to your favorite Rocket products.

11. How do I update my contact details or add a support contact?

- Contact Rocket Software customer support using any method provided [under #1](#).

12. How do I report a bug starting March 1, 2023?

- Open a case by sending an email to or through the Rocket Software Customer Portal.

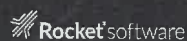


Call to Action

- Below are the actions we are asking you to take to limit disruption to your business processes and smooth your transition along the way.
 - Update your company's procurement system with Rocket Software as your vendor or supplier instead of ASG. See the [Invoicing and Payment section](#) above for the correct banking information.
 - For US customers and partners, please forward a copy of your tax exemption or reseller certificate to salestax@rocketsoftware.com
 - Register for the Rocket Software Customer Community Support Portal. Simply log on to <https://my.rocketsoftware.com/RocketCommunity/RCLogin> and click "Don't Have an Account? Sign up".
 - Create your account to review product documentation on <https://docs.rocketsoftware.com>

The future won't wait—modernize today.

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MAR-4799, DEWR-A V10-1





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

State of West Virginia
Contract

Order Date: 04-19-2023

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:	CCT 0210 4432 ISC2200000004 2	Procurement Folder:	1024606
Document Name:	CO1: Direct Award for ASG Software Maintenance (OT22115)	Reason for Modification:	Change Order 1 is issued to cancel and reissue the contract.
Document Description:	CO1: Direct Award for ASG Software Maintenance (OT22115)		
Procurement Type:	Central Sole Source		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-04-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-04-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000217320				Requestor Name: Andrew C Lore	
ASG TECHNOLOGIES GROUP INC				Requestor Phone: 304-352-4944	
708 Goodlette Road North				Requestor Email: andrew.c.lore@wv.gov	
Naples		FL	34102		
US					
Vendor Contact Phone:		239-435-2265	Extension:		
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount: \$139,656.19

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: ELECTRONIC SIGNATURE ON FILE	DATE: ELECTRONIC SIGNATURE ON FILE	DATE: ELECTRONIC SIGNATURE ON FILE

Extended Description:
Change Order 01

Change Order No. 01 is issued for administrative purposes only and is intended to change the name of the vendor from ASG Technologies Group Inc (V/C account 000000217320) to Rocket Software Inc (V/C account 000000100840). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 04/14/2023
New procurement folder: 10246062
No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	0.00000		0.000000	\$139,656.19
Service From	Service To	Manufacturer		Model No	
2022-04-15	2023-04-14				

Commodity Line Description: Content Management - Maintenance - Year 1

Extended Description:



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY
State Capitol
Charleston, West Virginia 25305

Mark D. Scott
Cabinet Secretary

Joshua D. Spence
Chief Information Officer

April 6, 2023

Glenda Hanks
Senior Renewal Account Executive
ghanks@rocketsoftware.com

Subject: Renewal of agreement CCT ISC22*04 and Reassignment to CCT ISC23*02, ASG Software

Dear Mr./Ms. Hanks:

Provisions were included in the original contract documents, CCT ISC22*04, to renew subject contract under the same terms, conditions and pricing. The renewal dates are April 15, 2023, through April 14, 2024. Additionally, because of a company name change, the contract will be reassigned to Rocket Software Inc. and given a new contract number – CCT ISC23*02. Rocket Software Inc agrees to assume all responsibilities of the agreement. If your company agrees, please sign below and return to my attention as soon as possible.

Please contact me if you have any questions.

Sincerely,


Andrew Lore
IT Procurement & Business Services Manager/ISMIH
West Virginia Office of Technology
1900 Kanawha Blvd. E., Bldg. 5, 10th Floor
Charleston, WV 25305

Attachment

We agree to the above under the same terms, conditions and pricing as in the original purchase order and any change orders thereto.



Name/Signature

4/7/2023

Date



Doing business with Rocket[®] Software

ASG Technologies Group
Products



Contents

- 04 Legal and tax
- 08 Invoicing and payment
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- 18 Engaging with Rocket Software
- 21 Call to action



Introduction

Dear valued ASG Customers and Partners,

We are excited to take the next step in welcoming you to the Rocket® Software family. We are here to help you transition to Rocket Software operational processes for transacting business, managing financials, placing orders, accessing technical support, engaging in services delivery, downloading products, managing license keys, and so much more.

This guide was created to answer questions about how to work with Rocket Software and ease your transition to our operational processes beginning **March 1, 2023**.

If you have additional questions not addressed in this document, please email askrocket@rocketsoftware.com and we will respond as quickly as possible.



Legal and Tax

1. Who will own my contract(s)?

- Your contract may have been assigned to a Rocket Software legal entity. If the ASG entity you are invoiced from is listed in the table below, your contract will be assigned on March 1, 2023 to the Rocket Software entity indicated to the right.
- The Rocket Software affiliate will assume all rights and obligations of your contract.

If you were invoiced from:	Your contract was assigned to:
ASG Technologies Group, Inc. 708 Goodlette Road North Naples, FL 34102 or 77 4th Avenue Waltham MA 02451 United States	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. 708 Goodlette Road North Naples, FL 34102 or 77 4th Avenue Waltham MA 02451 United States	If your ship to address is in Canada, your contract was assigned to: Rocket Software Canada, Inc. 40 King Street West Suite 4400 Toronto, ON M5H 3Y4 Canada Tax ID: 84451 6104 RT0001
ASG Technologies Group, Inc. (Argentina) Ing. Butty 240, 5 piso C1001-AFB Buenos Aires Argentina	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Australia) Suite 2, Level 2 4 Ilya Avenue Erina NSW 2250 Australia	Rocket Software Pty., Ltd Level 1, 18 National Circuit Barton ACT, 2600 Australia ABN 22 050 043 699

ASG Technologies Group, Inc. (Belgium) Koloniënstraat 11 1000 Brussels Belgium	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Denmark) Struergade 16 DK-2630 Taastrup Denmark	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Japan) SPACES Otemachi Bldg. 1F 1-6-1 Otemachi Chiyoda-ku, Tokyo 100-0004 Japan	Rocket Software Japan, Ltd. 4F MM Park Building 3-6-3 Minatomirai, Nishi-ku Yokohama-shi, Kanagawa-ken 220-0012 Japan Tax Id No. 00882348
ASG Technologies Group, Inc. (Netherlands) Utrecht Business Park Zen Building, Newtonlaan 115, 3584 BH Utrecht Netherlands	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (Sweden) Svetsarvagen 15 171 41 Solna Sweden	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800
ASG Technologies Group, Inc. (UK) 3rd Floor News Building 3 London Bridge Street Greater London SE1 9SG United Kingdom	Rocket Software, Inc. 77 4th Avenue Waltham MA 02451 United States EIN: 04-3090800

- ASG entities changed names effective March 1, 2023.
 - If the ASG entity that you are invoiced from is not listed in the table above, your contract is not being assigned at this time. However, certain ASG entities will undergo a name change as of March 1, 2023 in accordance with the table below:



Current entity name	Entity name as of March 1, 2023
ASG do Brasil Tecnologia da Informação Ltd	Rocket Software do Brasil Ltda
ASG Technologies Group, Inc. (France)	Rocket Software Technologies, Inc. (France)
ASG GmbH & Co. KG	Rocket Software Technologies Deutschland GmbH & Co KG
ASG Technologies Group, Inc. (Italy)	Rocket Software Technologies, Inc. (Italy)
ASG Technologies Group, Inc. (Philippines)	Rocket Software Technologies, Inc. (Philippines)
ASG Technologies Group, Inc. (Singapore)	Rocket Software Technologies, Inc. (Singapore)
ASG Technologies Inc Sucursal en España	Rocket Software Technologies Inc Sucursal en España

2. Will my terms and conditions change?

- With the transition to Rocket Software on March 1, 2023, your ASG contract terms and conditions will continue to govern the relationship.

3. What if I have questions about my contracts?

- If you have questions about your ASG contracts:
 - Contact your channel manager, account executive, or renewal account executive
 - If you are not certain who that is or have difficulty reaching them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.



4. Tax Matters

- If your contract has been assigned, the Tax ID numbers for your new supplier entity are located within the 'Who Owns My Contract Table' under Topic 1.
- For US customers: Requests for Form W-9 for Rocket Software, Inc. can be sent to salestax@rocketsoftware.com.
- For US customers claiming exemption from US sales tax: If you provided a sales tax exemption certificate to ASG Technologies Group, Inc., this certificate would not apply to invoices from Rocket Software, Inc. issued after April 30, 2023. You must provide a new exemption certificate applicable to Rocket Software, Inc., which can be emailed to salestax@rocketsoftware.com. We strongly encourage you to provide the Rocket Software, Inc. exemption certificate before April 1, 2023, to ensure that the exemption will be applied appropriately to future Rocket Software, Inc. invoices after April 30, 2023. Applicable sales tax will be charged if a valid exemption certificate is not on file at the time of invoicing.



Invoicing and Payment

1. What types of payment does Rocket Software accept?

- Rocket Software, Inc. accepts payment by check, credit card, and bank/wire transfer.

2. For each payment type, where/how do I remit payment?

Legal Entity	Customers and Partners From	Payment Type	Remittance Advice
Rocket Software Inc	Caribbean Islands, and the United States	Checks	Rocket Software Inc. Depository Account USD Lockbox number – 0842965 Rocket Software Inc. Depository Account P.O. Box 712965 Philadelphia, PA, 19171-2965 Tax ID: 04-3090800
Rocket Software Inc	Argentina, Belgium, Denmark, Netherlands, Sweden, and UK, Caribbean Islands, and the United States	Bank and Wire Transfers	Wells Fargo Bank USD 420 Montgomery St San Francisco, CA 94104 ABA/ Routing #: 121000248 SWIFT Code: WFBUS6S Account #: 4124212382
Rocket Software Inc	United States Only	Credit Card or Bank Debit Payment	https://payments.rocketsoftware.com/
Rocket Software do Brasil Ltda	Brazil	Wire transfer	Bank Name - BRASIL CITIBANK BRL Account Number- 0116414015 IBAN Number BR9733479023 000010086131389C1
Rocket Software Canada Inc	Canada	Bank and Wire Transfers	Wells Fargo Bank USD 420 Montgomery St San Francisco, CA 94104 Account # 3330004715 SWIFT Code: WFBUS6A



Rocket Software Canada Inc	Canada	Bank and Wire Transfers	Wells Fargo Bank CAD 420 Montgomery St San Francisco, CA 94104 Account # 3330004714 SWIFT Code: WFBUS6A
Rocket Software Japan, Ltd.	Japan	Bank and Wire Transfers	Mizuho Bank Yokohama-Hashiguchi Branch JPY Savings No. 2223962 Swift Code: MHCBJPJT
Rocket Software Technologies Deutschland GmbH & Co. KG	Germany	Bank and Wire Transfers	ABN AMRO BANK N.V. GERMAN BRANCH EUR Account Name- GERMANY EUR - ABNAMRO Bank Account- 3000021639 BLZ/bank code: 503 240 00 IBAN- DE08503240003000021639 BIC- FTSBDEFA
Rocket Software Pty. Ltd	Indonesia, Malaysia, Peoples Republic of China, Singapore, and Vietnam	Bank and Wire Transfers	National Australia Bank USD Acct: CORVUUSD01 SWIFT: NATAAU3302S
Rocket Software Pty. Ltd	Australia	Bank and Wire Transfers	National Australia Bank AUD BSB Num: 082-201 Acct: 66 142 3027 SWIFT: NATAAU3302S
Rocket Software Pty. Ltd	New Zealand	Bank and Wire Transfers	National Australia Bank NZD BSB Num: 082-201 Acct: 66 142 3027 SWIFT: NATAAU3302S



3. Which currencies does Rocket Software accept?

- Rocket Software will continue to support sales in US Dollar, Canadian Dollar, Brazil Real, Euro, Australian Dollar, British Pound, Japanese Yen, Swiss Franc, Indian Rupee, Philippines Peso, and Singapore Dollar.
- Remittances must be made in the currency identified on your invoice.

4. Who do I contact if I have questions about my invoice?

- For questions about your invoice or discussion regarding an overpayment, duplicate payment, credit balance, or a payment sent in error, email the Rocket Software accounts receivable team in the table below based on your country.
- Include your company name, and invoice information (number, date, amount) as available.

Legal Entity	Customers and Partners From	Legal Entity Address	Questions About Invoices and Accounts Receivables
Rocket Software Inc	Argentina, Belgium, Denmark, Netherlands, Sweden, and UK Caribbean Islands, and the United States	77 4th Ave Waltham, MA 02451 USA	us.accountsreceivable@rocketsoftware.com
Rocket Software do Brasil Ltda	Brazil	Rua Olimpíadas, 205 4o andar Cj 41 São Paulo - SP - Brasil CEP 04551-000	br.accountsreceivable@rocketsoftware.com
Rocket Software Canada, Inc.	Canada	40 King Street West Suite 4400 Toronto, ON M5H 3Y4 Canada	ca.accountsreceivable@rocketsoftware.com
Rocket Software Technologies Deutschland GmbH & Co. KG	Germany	Helfmann-Park 9 65760 Eschborn Germany	de.accountsreceivable@rocketsoftware.com
Rocket Software Pty. Ltd	Australia, New Zealand, Indonesia, Malaysia, Peoples Republic of China, Singapore, and Vietnam	Level 1, 18 National Circuit Barton ACT, 2600 Australia	au.accountsreceivable@rocketsoftware.com
Rocket Software Japan Ltd.	Japan	4F MM Park Building 3-6-3 Minatomirai, Nishi-ku Yokohama-shi, Kanagawa-ken 220-0012 JAPAN	jp.accountsreceivable@rocketsoftware.com

5. ASG already has my PO. Will it still be valid, or do I have to provide a new one?

- Rocket Software will honor existing/previously submitted POs issued to ASG.
 - Effective March 1, 2023, all new purchase orders must be issued to the applicable Rocket Software Contracting Entity—please see the contract assignment and name change tables in the [Legal and Tax section](#) of this document to identify your Rocket Software Contracting Entity (and associated address).
 - Submit POs to orders@rs.com.

6. Does Rocket Software have a refund policy?

- Rocket Software does not issue refunds.
- If you have an issue with your ASG products, please contact your channel manager, account executive, or renewal account executive. If you are not certain who that is or have difficulty reaching them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

7. Do I need to update my procurement system with a new vendor and/or banking information?

- Yes, you will need to set up your Rocket Software entity as a supplier. See [Invoicing and Payment #2](#) above for banking information.
 - Invoices dated before March 1, 2023, in the name of ASG, can be paid to the same bank account listed on the ASG invoice.
 - Invoices dated after March 1, 2023, will be issued by Rocket Software with the updated bank account.

8. I need to change my contact on file due to personnel changes in my company. How do I do this?

- Contact the Rocket Software team at orders@rs.com
 - The information you need to provide includes:
 - Prior contact name (who is being replaced).
 - The new contact's first name, last name, email address, company name, and phone number.

Professional Services

1. Will the consultants who deliver my services be changing?

- There are no planned changes to consulting assignments. We will continue to deliver our service engagements, ensuring the same level and quality of service using the resources engaged with you today (or comparably skilled resources) through the end of the contract period. All contractual agreements, including Master Services Agreements, will be honored in full.
- If a change should become necessary, the Rocket Software Customer Solutions Engineering management team will work with you to ensure a smooth transition and your continued satisfaction.

2. Will the method and frequency of project status checkpoints be changing?

- Rocket Software follows a standard project delivery process for all customer engagements. The method and frequency of project status checkpoints will not change from what you are accustomed to unless you prefer a different method or frequency. The Rocket Software team will adapt to what you are most comfortable with.

3. How do I initiate a new services contract?

- Contact your Rocket Software account executive to discuss new engagements.
- If you do not know who your account executive is, email solutioning@rocketsoftware.com and we will work with you to initiate your request.

4. Who will be my primary contact for service engagements, and what role do they play?

- Your primary contact in a Rocket Software services engagement will be your Rocket Software project manager.
- If you have an active engagement, Rocket Software's Customer Solutions Engineering team will introduce you to your Rocket Software project manager if you do not have one already assigned.

5. Are there any changes to the service levels I have come to expect from ASG?

- There will be no changes to your service levels. The Rocket Software team is committed to your success and is here to help in any way we can. We will do our best to ensure that you are completely satisfied with our engagement with you.



6. I have a proposed statement of work in progress. Can this continue, or do we need to start a new one?

- Rocket Software will continue to work with you using your in-progress Statement of Work (SOW). The Rocket Software Solutioning team will meet with you to understand your objectives and ensure continuity with the SOW so that Rocket Software is prepared to meet your expectations once contracted.

7. Has anything changed with how Field Developed Interfaces (FDIs) or Custom Application Interfaces (CAIs) are purchased or maintained?

- The FDI/CAI purchase process remains the same. However, flat-fee annual maintenance is no longer offered with the purchase of FDIs/CAIs. Any required maintenance can be discussed/negotiated as a T&M engagement with the Rocket Software Solutioning team. The solutioning team can be contacted at solutioning@rocketsoftware.com. Rocket Software will continue to honor currently active FDI/CAI-related maintenance agreements.

8. Will there be changes to invoicing for Professional Services?

- Rocket Software invoices Professional Services monthly on the first business day of the month for the prior month. The monthly invoice will cover all services recorded for the entire calendar month.
- Your final invoice from ASG will cover the period between January 26 - February 25, 2023. The first invoice from Rocket Software will be issued on Monday, April 3, 2023 for February 26 - March 31.

Relationship Management

1. Will the staff who supported me at ASG still be available, including my sales contact?

- The entire Rocket Software team, along with the new employees who have joined Rocket Software from ASG, are here to support your needs. Some names and faces will be familiar, and some will be new. Rest assured, all of us are committed to ensuring you receive the highest level of service.

2. How do I reach the Rocket Software channel manager, account executive, or renewal representative assigned to my account?

- If you are unsure who to contact at Rocket Software or how to reach your Rocket Software representative, any of the options below are available to help you:
 - Email support@rocketsoftware.com or
 - Call 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software Account representative.

3. Will my service engagement continue with the same personnel?

- We will continue to deliver on our service engagements, ensuring the same level and quality of service using the resources engaged with you today (or comparably skilled resources) through the end of the contract period. Your contract will continue without interruption.

4. I recently received a quote from ASG; will Rocket Software honor it? Where do I send the POs or signed order forms?

- Quotes are valid through the current period of the performance expiration date (renewals)
 - The expiration date stated on your new sales quote, and/or
 - The expiration date of the current period of performance stated on your renewal quote.
- Send renewal or new sales POs and signed order forms to orders@rs.com.

5. Who should I contact if I need to purchase additional products, licenses, or services or if I have questions about my current licenses?

- Contact your channel manager, account executive, or renewal account executive
 - If you are not certain who that is or have difficulty reaching them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

6. Are there any product name or number (SKU) changes I should be aware of?

- Rocket Software has assigned new SKUs/product codes, effective March 1, 2023. These new SKUs will replace former ASG product names to align with Rocket Software's product naming conventions.
- These changes will not affect your current licenses, nor will they affect maintenance or support in any way.
- The new SKUs will be reflected on quotes, invoices, support cases, and other entitlement records at Rocket Software as of March 1, 2023.
- Should you have any questions about the mapping of old to new SKUs, contact your channel manager, account executive, or renewal account executive, and they can assist you in understanding the translation.

7. Does Rocket Software offer trials or proof of concept? If so, how can I request one?

- Contact your channel manager, account executive, or renewal account executive
 - If you are unsure who that is or are unable to reach them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

8. Does Rocket Software support the same currencies as ASG?

- Please see the [Invoicing and Payment](#) section above.

9. Are there changes to the roadmaps for ASG?

- Currently, there are no planned changes to the ASG roadmaps. Roadmaps evolve based on product and customer needs and can be discussed upon request.
- Roadmaps will also be shared at the Rocket Software roadmap webinars.
- If you would like to have a specific conversation about Rocket Software's roadmap for the products you use, contact your channel manager, account executive, or renewal account executive. If you are unsure who that is or are unable to reach them, contact Rocket Software at support@rocketsoftware.com or 781-577-4323 (Direct) / 855-577-4323 (Toll-free), and you will be directed to your Rocket Software account representative.

10. How often and in what form will I receive communications from Rocket Software?

- Rocket Software customer success managers will contact you periodically to ensure that you are satisfied with Rocket Software's service delivery.
- We will provide notification of upcoming operational changes by email and/or phone.
- With your permission, we will notify you of upcoming product release highlights and strategic updates to product direction via Rocket Software account executives and customer success team members.



- We will also post updates on our support website and the Rocket Software Forum.
- To continually improve our products and help our customers succeed, Rocket Software may reach out to better understand the applied usage of license products in your environment.
- If you want to reach out to our Customer Success team, please email csm.connect@rocketsoftware.com.

11. Can I follow Rocket Software on social media?

- You can find Rocket Software on these social media platforms:
 - [Rocket Software on Facebook](#)
 - [Rocket Software on Twitter](#)
 - [Rocket Software on LinkedIn](#)

12. Rocket Software has recently relaunched the Rocket Software Partner Portal.

- The Rocket Software Partner Portal is intended for all partners of Rocket Software, including partners from Rocket Software, ASG, Uniface, and other Rocket Software acquisitions. Visit <https://partners.rocketsoftware.com> for access to:
 - Deal registration
 - On-demand enablement
 - Product collateral
 - Program guides & more

Any questions regarding partner engagement should be directed to partners@rocketsoftware.com



Customer and Technical Support

1. How do I contact Rocket Software customer support starting March 1, 2023?

- Call one of the following support telephone numbers, or send an email to support@rocketsoftware.com with your support issue.

Country	Toll-free telephone number
United States	1-855-577-4323
Australia	1-800-823-405
Belgium	0800-266-65
Brazil	0-800-591-8021
Canada	1-855-577-4323
中国 (China)	400-120-9242
Deutschland (Germany)	0800-180-0882
France	08-05-08-05-62
Greece	800-848-1252
Italia (Italy)	800-878-295
日本 (Japan)	0800-170-5464
Malaysia	1-800-814-479
Nederland (Netherlands)	0-800-022-2961
New Zealand	0800-003210
Portugal	800-180-202
Singapore	800-852-3337
South Africa	0-800-980-818
United Kingdom	0800-520-0439

- Send an email to support@rocketsoftware.com with your support issue.
- Complete the web form at <https://www.rocketsoftware.com/support>.
- Keeping up to date with your support case, product files, documentation, licenses, and knowledge base is as simple as logging into the Rocket Software Customer Community Portal (RCC).
- Registration is required to access the Rocket Software Customer Community, which replaces the ASG ACCESS Portal. The steps to register for the RCC are:
 - Go to the RCC Portal at <https://my.rocketsoftware.com/RocketCommunity/RCLogin>.
 - If you were an ASG ACCESS portal user, you may already be registered.
 - Simply log on to the RCC portal using the link provided and change your password by clicking "Forgot Password". Choose an individual password.
 - You may register anytime if you are not automatically registered or are a new portal user. Follow these simple steps:
 - After entering the above URL, click "Sign Up"
 - Fill out the ensuing form and click on "Request Account"
 - This will create a Service Case. Our Customer Care team will review the information provided and activate your account.

2. What can I do in the Rocket Software Customer Community Support Portal at <https://my.rocketsoftware.com/RocketCommunity/RCLogin> after March 1, 2023?

- Check the status of open support issues and support ticket history (cases tab).
- Escalate a support ticket (cases tab).
- Download products you currently own and for which you have active support/ maintenance agreements (downloads tab).
- Access product fixes, patches, and point releases (downloads tab).
- Link to the product documentation portal <https://docs.rocketsoftware.com> (documents tab).
- Search knowledge articles for your product (knowledge base tab).
- Upgrade to the latest software build (download tab).
- Review your current licenses (license key tab).

3. Will there be any changes to my service level agreements and commitments?

- There will be no changes to your service level agreements and commitments. The Rocket Software team is committed to your success and will help in any way we can.

4. How long will my current software version(s) be supported?

- On March 1, 2023, there will be no change to Rocket Software ASG versions supported. Any future changes to the Rocket Software versions supported will be communicated with ample notice.



5. How do I submit an enhancement request to Rocket Software after March 1, 2023?

- Requests for changes and enhancements to Rocket Software's ASG products should be routed through:
 - Web form at <https://www.rocketsoftware.com/support> or email support@rocketsoftware.com.

6. Can I still access support using the ASG Support Portal?

- After March 1, 2023, support will only be available via the Rocket Software Customer Community Support Portal. Refer to [number #1](#) above for access information.

7. How do I request a replacement or an emergency license key? Am I still able to access self-service tools in the ASG support portal?

- After March 1, 2023, license key support will only be available via Rocket Software.
- To obtain a replacement or emergency license key, open a case by sending an email to support@rocketsoftware.com. For emergency license keys, mark the email as Urgent or Severity 1, stating the product and the version in your email, and follow up with a phone call to one of the numbers listed above.

8. Where do I request a new key for a change in our system environment beginning March 1, 2023?

- Send an email to support@rocketsoftware.com with the new server's host name and host ID/system information to get a new license file.
- Examples of system environments are:
 - Moving the license to a new server (include current system and version, current server, new server host name, and host ID/System information).
 - Upgrading to a higher or a more recent release of ASG.
 - Changing user counts.

9. How do I get product self-help?

- Rocket Software offers four different self-help options:
- Register on the Rocket Software Forum to access Rocket Software support, collaborate with your peers, engineers, and product management, and our complete knowledge base.
 - Get started here: <https://community.rocketsoftware.com/register>. You may use the same email address and password you use to register for Rocket Software Customer Community, but you must register separately.
- Access product documentation at <https://docs.rocketsoftware.com>. This content is available with or without an account. Creating an account will enable the additional functionality of creating and sharing content collection, sending feedback, and setting up a watchlist of documents.

- The Rocket Software Customer Community provides access to our complete knowledge base of solutions.
- For education and enablement, Partners may visit the partner portal site at <https://partners.rocketsoftware.com>.

10. Where do I learn about product updates and roadmaps?

- Roadmaps are shared in Rocket Software webinars and within the Rocket Software Forum.
- Create an account on <https://docs.rocketsoftware.com> to enable notifications of any changes to your favorite Rocket products.

11. How do I update my contact details or add a support contact?

- Contact Rocket Software customer support using any method provided [under #1](#).

12. How do I report a bug starting March 1, 2023?

- Open a case by sending an email to or through the Rocket Software Customer Portal.

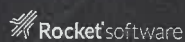


Call to Action

- Below are the actions we are asking you to take to limit disruption to your business processes and smooth your transition along the way.
 - Update your company's procurement system with Rocket Software as your vendor or supplier instead of ASG. See the [Invoicing and Payment section](#) above for the correct banking information.
 - For US customers and partners, please forward a copy of your tax exemption or reseller certificate to salestax@rocketsoftware.com
 - Register for the Rocket Software Customer Community Support Portal. Simply log on to <https://my.rocketsoftware.com/RocketCommunity/RCLogin> and click "Don't Have an Account? Sign up".
 - Create your account to review product documentation on <https://docs.rocketsoftware.com>

The future won't wait—modernize today.

Visit RocketSoftware.com >



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MAE-4798 DBWL-A v10-1





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

State of West Virginia
Contract

Order Date: 04-26-2022

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:	CCT 0210 4432 ISC2200000004 1	Procurement Folder:	1024606
Document Name:	Direct Award for ASG Software Maintenance (OT22115)	Reason for Modification:	
Document Description:	Direct Award for ASG Software Maintenance (OT22115)		
Procurement Type:	Central Sole Source		
Buyer Name:	Jessica L Hovanec		
Telephone:	304-558-2314		
Email:	jessica.l.hovanec@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2022-04-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-04-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000217320				Requestor Name: Andrew C Lore	
ASG TECHNOLOGIES GROUP INC				Requestor Phone: 304-352-4944	
708 Goodlette Road North				Requestor Email: andrew.c.lore@wv.gov	
Naples		FL	34102		
US					
Vendor Contact Phone: 239-435-2265		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount: \$139,656.19

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: ELECTRONIC SIGNATURE ON FILE	DATE: ELECTRONIC SIGNATURE ON FILE	DATE: ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, ASG Technologies Group, Inc., agrees to enter into this contract with the Agency, West Virginia Office of Technology (WVOT), to provide Software maintenance and support of the agency-owned ASG Software, per the terms and conditions, WV-65, and vendors quote, all incorporated herein by reference and made apart of hereof.

Additional renewal years will be added via Dual-Party Agreements.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	0.00000		0.000000	\$139,656.19
Service From	Service To	Manufacturer		Model No	
2022-04-15	2023-04-14				

Commodity Line Description: Content Management - Maintenance - Year 1

Extended Description:

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 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:** Contract Term specified in _____
Revised 02/08/2022

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.

☐

☐

☐

☐

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 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.

☐☐☐☐

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 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 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.

Linda J. Stephenson, Contracts Director

(Name, Title)

(Printed Name and Title)

77 Fourth Avenue, Waltham, Massachusetts 02451

(Address)

239 435 3647

(Phone Number) / (Fax Number)

lstephenson@rocketsoftware.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.

ASG Technologies Group, Inc., a Rocket Company

(Company)

(Authorized Signature) (Representative Name, Title)

Linda J. Stephenson, Contracts Director

(Printed Name and Title of Authorized Representative)

March 29, 2022

(Date)

239 435 3647

(Phone Number) (Fax Number)

Quote

ASG Technologies Group, Inc.
77 4th Avenue
Waltham, MA USA 02451

Page: 1
Pro Forma #: 30540A
Date: 3/23/2022
Site ID: 149000024
West Virginia Dept. of Admin./ISC

Company:

West Virginia Dept. of Admin./ISC
Attn: Tom O. Allen
1900 Kanawha Blvd. East Building
6 Room B112 Charleston, WV
25305
USA

Site ID:

149000024

Description	Amount
Content Management - Maintenance	139,656.19
DRZ - ASG-DocumentDirect®,VZR - Mobius®-z/OS - Remote Job Output,DRM - ASG-DocumentDirect® - z/OS Server Access,VZB - Mobius®-z/OS - Packet Production,VZZ - Mobius®-z/OS,VZU - Mobius®-z/OS - VTAM Server	
*Inclusive of Reinstatement fees for period of 3/31/2022-4/14/2022.	
For the period of 4/15/2022 - 4/14/2023	

Optional Maintenance:

Opt. Yr. 1: (4/15/2023-4/14/2024) - \$140,850.62

Opt. Yr. 2: (4/15/2024-4/14/2025) - \$147,893.15

Opt. Yr. 3: (4/15/2025-4/14/2026) - \$155,287.81

*Does not apply to increases in licensed capacity or usage.

For questions, contact Glenda Hanks (em) ghanks@rocketsoftware.com (ph) 239-435-2083.

Sub-Total

US Dollar

139,656.19

Excludes any applicable tax

Fee valid through the support start date



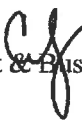
STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

Mark D. Scott
Cabinet Secretary

State Capitol
Charleston, West Virginia 25305

Joshua D. Spence
Chief Information Officer

TO: Toby Welch
Senior Buyer, Purchasing Division

FROM: Andrew Lore 
IT Procurement & Business Services Manager/ISMI, West Virginia Office of
Technology

SUBJECT: CCT ISC23*02 – Reassignment to Rocket Software and Renewal

DATE: April 10, 2023

The WVOT is requesting the above contract be awarded to Rocket Software Inc. as a reassignment of CCT ISC22*04. This reassignment is necessary because of an acquisition/name change. Additionally, the first renewal year will also be exercised.

Attached are the Vendor's Memo and other relevant documentation.

Please let me know if you need anything further to support this request.