



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

Header @ 9

[List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)

Procurement Folder: 1028821

Procurement Type: Central Master Agreement

Vendor ID: VS0000018643

Legal Name: REVOLUTION DATA SYSTEMS LLC

Alias/DBA:

Total Bid: \$62,635.36

Response Date: 05/11/2022

Response Time: 10:19

Responded By User ID: Rjourdan

First Name: Robin

Last Name: Jourdan

Email: rjourdan@revolutiondatasys

Phone: 9858880091

SO Doc Code: CRFQ

SO Dept: 0213

SO Doc ID: PUR2200000003

Published Date: 5/4/22

Close Date: 5/11/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.1 Scanner and software support for agency

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1028821
Solicitation Description: Addendum No.1 Scanner and software support for agency
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-05-11 13:30	SR 0213 ESR05112200000007043	1

VENDOR
 VS0000018643
 REVOLUTION DATA SYSTEMS LLC

Solicitation Number: CRFQ 0213 PUR2200000003
Total Bid: 62635.36000000000058207660913 **Response Date:** 2022-05-11 **Response Time:** 10:19:33
Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Application Extender License, Software Maintenance & Service				62635.36

Comm Code	Manufacturer	Specification	Model #
43232701			

Commodity Line Comments: Bid is for 4 years past maintenance and reinstatement fees in order to bring renewal current, Bid covers dates 7/1/2019 - 6/30/2023

Extended Description:

per Section 4. Mandatory Requirements.

The vendor is encouraged to download and use the Exhibit A Pricing form and returning with their submitted bid response. If the Vendor is submitting their own Pricing Page all information must be captured per the Agency's Exhibit A



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1028821			Reason for Modification:
Doc Description: Scanner and software support for agency scanner equipment			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-04-25	2022-05-11 13:30	CRFQ 0213 PUR2200000003	1

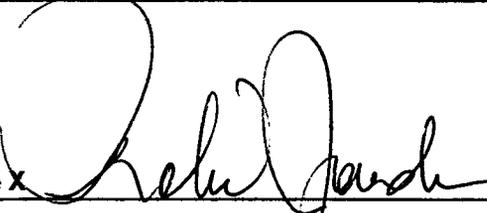
BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000018643
 Vendor Name: Revolution Data Systems, LLC.
 Address: 70161 Hwy 59
 Street: STE. 6.
 City: Abita Springs
 State: LA Country: U.S. Zip: 70420
 Principal Contact: Robin Jowden
 Vendor Contact Phone: 985-888-0091 Extension: 1012

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  FEIN# 47-3866543 DATE 5/9/2022

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The Department of Administration's, Purchasing Division to establish a contract for ApplicationXtender (or Equal) License, Software support, and Maintenance support at the agency located in Charleston, Kanawha County, West Virginia, per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO**SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Application Extender License, Software Maintenance & Service				

see Exhibit "A"

Comm Code	Manufacturer	Specification	Model #
43232701			

Extended Description:

per Section 4. Mandatory Requirements.

The vendor is encouraged to download and use the Exhibit A Pricing form and returning with their submitted bid response. If the Vendor is submitting their own Pricing Page all information must be captured per the Agency's Exhibit A

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question deadline 3:00 PM	2022-04-29

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 04/29/2022 @ 3:00 PM

Submit Questions to: Melissa Pettrey, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: melissa.k. pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Melissa Pettrey
SOLICITATION NO.: CRFQ PUR2200000003
BID OPENING DATE: 05/11/2022
BID OPENING TIME: 1:30 PM, ET.
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 05/11/2022 @ 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's

specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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 _____
_____. 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 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: Contract Term specified in Sec. 4 Item 4.1.4 of Specifications

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: 50,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

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.)

RANCE: S: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

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

(Name, Title) Robin Jourdan
(Printed Name and Title) Accounting Manager
(Address) 70161 Hwy 59, Ste 6, White Springs, LA 70420
(Phone Number) / (Fax Number) 985-888-0091 / 985-888-0092
(email address) jourdan@revolutiondatasystems.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Revolution Data Systems, LLC
(Company)
Robin Jourdan Accounting Manager
(Authorized Signature) (Representative Name, Title)
Robin Jourdan Accounting Manager 5/9/2022
(Printed Name and Title of Authorized Representative) (Date)
985-888-0091 / 985-888-0092
(Phone Number) (Fax Number)
jourdan@revolutiondatasystems.com
(Email Address)

REQUEST FOR QUOTATION
ApplicationXtender Software Maintenance and Support
CRFQ PUR2200000003

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The Department of Administration's, Purchasing Division to establish a contract for ApplicationXtender (or Equal) License, Software support, and Maintenance support at the agency located in Charleston, Kanawha County, West Virginia.

There will be no additional software or equipment as a part of this solicitation; only service.

Current Operating Environment: ApplicationXtender version 7.0

- A. ApplicationXtender Server 1 User License: **PART NUMBER- 456-100-463R**
 - B. ApplicationXtender Server 3 Concurrent Users License; **PART NUMBER-456-100-464R.**
 - C. ApplicationXtender Server 5 Concurrent Users License: **PART NUMBER-457-100-245R.**
 - D. Pegasus Scanfix for ApplicationXtender User License: **PART NUMBER-456-100-422R-4**
 - E. Captive QuickScan Pro for ApplicationXtender User License: **PART NUMBER-456-100-0376R**
 - F. ApplicationXtender7 Update Enabler User License: **PART NUMBER- 456-106-024RNC**
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in **Section 2** of the General Terms and Conditions.
- 2.1 **“Agency”** means the West Virginia Purchasing Division, located in Charleston, West Virginia.
 - 2.2 **“ApplicationXtender”** means the EMC-manufactured software that catalogs, stores, and recalls the data scanned.
 - 2.3 **“ApplicationXtender Server 3 Concurrent Users”** means, an existing bundle of EMC user licenses for the ApplicationXtender software.
 - 2.4 **“ApplicationXtender server 1 User”** means, an existing bundle of EMC user licenses for the ApplicationXtender software.
 - 2.5 **“ApplicationXtender Server 5 Concurrent Users”** means, an existing bundle of EMC user licenses for the ApplicationXtender software. (AX) is the name of the Content Management system which is sold/supported by OpenText. The name has recently been changed to OpenText Application Content Management.
<https://www.opentext.com/products-and-solutions/products/enterprise-content-management/application-content-management>
 - 2.6 **“Contract Services”** means ApplicationXtender Professional Services that are described within this ARFQ and includes programming, development, configuration, implementation, and project management as more fully described in these specifications.
 - 2.7 **“Licenses”** means Agency's licenses to utilize ApplicationXtender software.

REQUEST FOR QUOTATION
ApplicationXtender Software Maintenance and Support
CRFQ PUR2200000003

2.8 “Pricing Page” means the pages, contained wvOASIS or attached hereto as **Exhibit A**, upon which Vendor should list its proposed price for the software maintenance and support.

2.9 “Software Technical Support/Maintenance” includes the yearly fees paid to the software owner, OpenText, for software license support and continuing access to the maintenance and upgrades for the ApplicationXtender Content Management System.

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

2.11 “Working Days” means Monday through Friday 8:15 AM. To 4:30 PM. ET, excluding weekends and State, observed Holidays. State Holidays are as follows:

- New Year’s Day (January 1st)
- Martin Luther King Day (the third Monday in January)
- President Day (the third Monday in February)
- Primary election Day (second Tuesday in May)
- Memorial Day (last Monday in May)
- West Virginia Day (June 20th)
- Independence Day (July 4th)
- Labor Day (the first Monday in September)
- Columbus Day (the second Monday in September)
- Election Day (the first Tuesday in November)
- Veterans Day (November 11th)
- Thanksgiving Holiday (forth Thursday in November)
- Christmas Holiday (December 25th)

REQUEST FOR QUOTATION
ApplicationXtender Software Maintenance and Support
CRFQ PUR220000003

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to a contract award by the State through the documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

3.1. Vendor providing services must be authorized by "EMC ApplicationXtender" to provide software maintenance and support for the Licenses and services required within this solicitation. Proof of this authorization should be submitted with the vendor's submitted bid response.

3.2. Services from a third-party vendor is strictly prohibited resulting in immediate cancellation of the anticipated contract resulting from this solicitation.

3.3. Vendor should identify a primary contact person with a telephone number and email address to receive technical support requests.

4. MANDATORY REQUIREMENTS:

4.1. Software Maintenance and Support: Vendor must provide one (1) year of maintenance for all agency-owned EMC ApplicationXtender Software the Licenses as follows:

4.1.1. All Licenses must be covered by maintenance and support.

4.1.1.1. Agency owned License Numbers

- A. ApplicationXtender Server 1 User License: **PART NUMBER- 456-100-463R**
- B. ApplicationXtender Server 3 Concurrent Users License; **PARTNUMBER-456-100-464R.**
- C. ApplicationXtender Server 5 Concurrent Users License: **PART NUMBER-457-100-245R.**
- D. Pegasus Scanfix for ApplicationXtender User License: **PART NUMBER-456-100-422R-4**
- E. Captive QuickScan Pro for ApplicationXtender User License: **PART NUMBER-456-100-0376R**
- F. ApplicationXtender7 Update Enabler User License: **PART NUMBER- 456-106-024RNC**

4.1.2 Technical product support including deployment and configuration, general questions, and problem resolution via a vendor support portal, knowledgebase, case/problem submission, and/or downloadable software.

REQUEST FOR QUOTATION
ApplicationXtender Software Maintenance and Support
CRFQ PUR2200000003

- 4.1.2.1 The ability to log and check the status of active support cases.
- 4.1.2.2 Phone support hours between the hours of 8:15 AM ET through 4:30 PM ET Monday through Friday.
- 4.1.2.3 Accessibility for product upgrades, releases and enhancements. This will include access to new features and upgrades, and the ability to download the latest updates and fixes/patches.
- 4.1.2.4 Vendor should include in its bid the cost of Optional Annual Renewals for Years 2, 3, and 4. These Optional Annual Renewals will be initiated by the Agency, agreed to by the Vendor, and processed as a Change Order authorized by the West Virginia Purchasing Division.
- 4.1.3. Current maintenance and support began on: July 1st, 2016 and expired on June 30th, 2020.
- 4.1.4. **Maintenance and Support under the initial term of this Contract will be for the period beginning upon award and ending on June 30th, 2022.** Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.
- 4.1.5. Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.
- 4.1.6. Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia. Vendor should provide this information with their submitted bid response.
- 4.1.7. Same Day On-Site Software support, involves the installation of software should a new piece of equipment be used, driver's configuration. These services may be done remotely with access permission by the West Virginia Office of Technology. The vendor will enter the hourly rate for these services on Exhibit A Pricing multiplied by Estimated Hours needed.

5. CONTRACT AWARD:

- 5.1. **Contract Award:** The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest Total Bid Amount as shown on the Exhibit A Pricing Page. No additional software or hardware will be purchased to make a vendor submitted or Equal products work.

REQUEST FOR QUOTATION
ApplicationXtender Software Maintenance and Support
CRFQ PUR2200000003

- **Evaluation will be based on all 4 years. The contract award will be for the initial year only.**

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor, and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

- 5.2.** Award will be for year One (1) services only. Additional years will be added by Change Order upon request of the Agency and agreement of the Vendor.

- 5.3. Pricing Page:** Pricing Page was created in MS Excel. Vendor can download Pricing Page and enter pricing. Calculations will automatically be done. The vendor should complete the Pricing Page by providing Unit Cost per each Year (multiplied) by Quantity Required (equal) Total Extended Cost. Total of Extended Cost equal Total Bid Amount.

The vendor will include the renewal cost should the agency opt to renew for years 2, 3, and 4.

The vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. The vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PAYMENT:** Agency shall pay rates as shown on the Pricing Pages, for all Software Maintenance and Support. The vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

- 7. FACILITIES ACCESS:** In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:

7.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

7.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

7.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

7.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

7.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
ApplicationXtender Software Maintenance and Support
CRFQ PUR2200000003

8. VENDOR DEFAULT:

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

8.1.3. Failure to perform Contract Services in accordance with the requirements contained herein.

8.1.4. Failure to comply with other specifications and requirements contained herein.

8.1.5. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.6. Failure to remedy deficient performance upon request.

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

8.2.3. Immediate cancellation of the Contract.

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

8.2.5. Any other remedies available in law or equity.

9. MISCELLANEOUS:

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

Contract Manager: Steve Nimon

Telephone Number: 317-691-6375

Fax Number: 985-888-0092

Email Address: snimon@revolutiondata.com

Exhibit A Pricing Page
 ApplicationXtender Software
 Maintenance

Item	Description	Part Number	Unit of Measure	Quantity Required	Unit Cost Year (1)	Unit Cost Year (2) Optional Renewal	Unit Cost Year (3) Optional Renewal	Unit Cost Year (4) Optional Renewal	Total Extended Cost
4.1.1.1									
A	ApplicationXtender Server 1 User	456-100-463R		1					
B	ApplicationXtender Server 3 Concurrent User	456-100-464R		1					
C	ApplicationXtender Server 5 Concurrent User	457-100-245R		1					
D	Pegasus Scanfix for ApplicationXtender	456-100-422R-4		1					
E	Captiva QuickScan Pro for ApplicationXtender	456-100-376R		1					
F	ApplicationXtender 7 Update Enabler	456-106-024RNC		1					
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10					
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10					
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10					
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10					
Item 4.1.2 is Estimated Quantity 10 (x) vendors hourly rate EQUALS Total Extended Cost									Total Bid AMOUNT



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1028821		Reason for Modification:	
Doc Description: Addendum No.1 Scanner and software support for agency		Addendum No. 1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-04	2022-05-11 13:30	CRFQ 0213 PUR2200000003	2

BID RECEIVING LOCATION

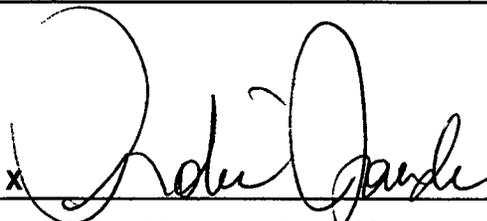
BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: VS0000018643
 Vendor Name: Revolution Data Systems, LLC
 Address: 70161 Hwy 59
 Street: Ste. 6
 City: Abita Springs
 State: LA Country: US Zip: 70420
 Principal Contact: Robin Jaudon
 Vendor Contact Phone: 985-888-0091 Extension: 1012

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  FEIN# 47-3866543 DATE 5/9/2022

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

ADDITIONAL INFORMATION

Addendum No. 1 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of The Department of Administration's, Purchasing Division to establish a contract for ApplicationXtender (or Equal) License, Software support, and Maintenance support at the agency located in Charleston, Kanawha County, West Virginia, per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV US		DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Application Extender License, Software Maintenance & Service				

See "Exhibit A"

Comm Code	Manufacturer	Specification	Model #
43232701			

Extended Description:
per Section 4. Mandatory Requirements.

The vendor is encouraged to download and use the Exhibit A Pricing form and returning with their submitted bid response. If the Vendor is submitting their own Pricing Page all information must be captured per the Agency's Exhibit A

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Question deadline 3:00 PM	2022-04-29

SOLICITATION NUMBER: PUR2200000003

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1. To publish changes to specifications.**

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

1. To correct Section 4. Mandatory Requirements: Subsection 4.1.4 to read:

4.1.4. Maintenance and Support under the initial term of this Contract will be for the period beginning July 1, 2022, and ending on June 30th, 2023. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.

2. To correct Subsection 4.1.2 to read:

4.1.2 The first-year pricing must include reinstatement fees, back maintenance and other required items and will expire on June 30, 2023.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PUR2200000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Revolution Data Systems, LLC
Company
[Signature]
Authorized Signature
5/9/2022
Date

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

Exhibit A Pricing Page
ApplicationXtender Software
Maintenance

Item	Description	Part Number	Unit of Measure	Quantity Required	Unit Cost Year (1)	Unit Cost Year (2) Optional Renewal	Unit Cost Year (3) Optional Renewal	Unit Cost Year (4) Optional Renewal	Total Extended Cost
A	ApplicationXtender Server 1 User	456-100-463R		1	5,881.47	668.49	715.29	765.36	8,030.61
B	ApplicationXtender Server 3 Concurrent User	456-100-464R		1	7,035.66	1,850.12	1,979.63	2,118.20	12,983.61
C	ApplicationXtender Server 5 Concurrent User	457-100-245R		1	6,357.53	1,671.79	1,788.82	1,914.04	11,732.18
D	Pegasus Scanfix for ApplicationXtender	456-100-422R-4		1	254.34	66.88	71.56	76.57	469.35
E	Captiva QuickScan Pro for ApplicationXtender	456-100-376R		1	8,094.82	2,128.64	2,277.64	2,437.08	14,938.18
F	ApplicationXtender 7 Update Enabler	456-106-024RNC		1	2,428.43	638.59	683.29	731.12	4,481.43
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10	250.00				2,500.00
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10		250.00			2,500.00
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10			250.00		2,500.00
4.1.2	Same-Day on Site or Remote Access software support by Certified Technician		per hour Estimate only	10				250.00	2,500.00
Item 4.1.2 is Estimated Quantity 10 (x) vendors hourly rate EQUALS Total Extended Cost								Total Bid AMOUNT	62,635.36



Solicitation No. CRFQ 0213 PUR 2200000003

Application Extender License, Software Maintenance & Service

Pricing Exhibit Corrections:

1. Items E (Captive Quick Scan) and F (ApplicationXtender 7 Update Enabler) are no longer available from the software manufacturer. (OpenText)
2. To place this system under support the following fees are required
 - a. Back maintenance must be paid which is 4 years. The first-year cost will take support to June 30, 2023
 - b. Reinstatement fee is required for the initial renewal only. This is included in Item A
 - c. Extended support is required for ApplicationXtender versions that are out of support. This annual fee allows support from the manufacturer if required for bug fixes and development to keep system running. At some point in the future this will not be available and Version 7.0 SP1 will be sunset. This will require the user to upgrade to the latest ApplicationXtender version. This annual cost is in item E. (When you upgrade to the latest version of AX Extended support will not be required)
 - d. Prime Protect which provides after hours support from the software manufacture and is required if your support expired and has been renewed. This annual cost is shown in item F.



February 28, 2022

To whom it may concern,

This letter is to confirm that Revolution Data Systems, LLC is a partner in good standing for over 6 years with MetaSource and OpenText. Revolution Data Systems is an authorized OpenText Tier 2 Reseller for the Captiva and ApplicationXtender software products and maintains a Platinum Tier Status with MetaSource.

Revolution Data Systems has a long-standing history of excellent technical support and is authorized to implement and support the products we distribute.

MetaSource distributes the ApplicationXtender, Captiva and Liquid Office software products for OpenText through our network of reseller partners.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward W. Mackin, Jr.", with a large, stylized flourish at the end.

Edward W. Mackin, Jr.
Executive Director, Maintenance and Channel Relations



Revolution Data Systems

Corporate Resume

Presented to:

WV Division of Purchasing

CRFQ 0213 PUR2200000003

May 10, 2022

Our Mission

Revolution Data Systems' mission statement: To help organizations get rid of the problems associated with managing paper and digital content.

We help government agencies and businesses of all types, capture, share, distribute and secure documents and information to thrive in a digital world. From digitizing back files of paper records to advanced workflow processes, we provide our customers with solutions tailored for their specific needs.

Revolution Data Systems is an assembly of people who share a common mindset: *providing great service to customers equates to great success as an organization.*

We believe in Transparency: Open, honest communication is imperative for success in our tight-knit organization.

We Build for the Future: We learn from every interaction with our clients and create solutions for their needs tomorrow.

Employees Come First: Without a happy team, our business will suffer along with client satisfaction.

Revolution Data Systems, LLC

- Abita Springs Louisiana, Corporate Headquarters
- Atlanta, GA
- Tampa, FL
- Houston, TX
- Salt Lake City, UT
- Bay Area, CA

Company Focus

Revolution Data Systems was born out of a commitment made by our President's Grandfather over 75 years ago to provide the best service and solutions for archiving records and managing information for government and business.

Today, our leadership continues the legacy. RDS offers quality document and data conversion services and the latest content management software. We implement solutions powered by OpenText's document management suite of software, including: ApplicationXtender (ApplicationEnhancer) and Intelligent Capture (Captiva), as well as enterprise workflow solutions.

Business process automation is what every organization, through their digital transformation, is out to achieve. Revolution Data Systems makes it possible by providing the latest in technological advances coupled with a Team that is competent and qualified to deliver your desired results.

Technical Qualifications

Revolution Data Systems core Enterprise Content Management solution is Application Xtender (Application Enhancer), Intelligent Capture (Captiva) and integrated workflow solutions since 2015. Each member of our seasoned technical team averages 10+ years' experience, working with these solutions. We have hundreds of installations across the US in government, education, finance, and manufacturing.

Revolution Data Systems technical team is comprised of software support engineers, system engineers, developers, business analysts and project managers. We meet and exceed the requirements in the Specifications section of this RFP. To further support our qualifications, we are providing the following information for your review:

- ApplicationXtender Reseller Letter – Exhibit A
- Technical Team Resumes – Exhibit B
 - System Engineers
 - Developers
- References – Exhibit C
 - Three references with systems and services as requested by WV Lottery
 - State of West Virginia reference can be provided. Revolution Data Systems supports ten agencies utilizing Application Xtender, but all these systems currently utilize standard capture/store/retrieve functionality.

Revolution Data Systems is providing an alternative solution to replace AX workflow which is ECM Toolbox. Caso Corporation had developed this solution for direct integration with ApplicationXtender (ApplicationEnhancer) and is distributed via certified resellers. ECM Toolbox meets and exceeds all the requirements in section 4.1.5 enhanced workflow. Below you will find an overview of this solution's capabilities for workflow inside and outside of Application Xtender. (Exhibit D)

Customer Engagement

Revolution Data Systems will work with WV Lottery to identify slow-downs and interruptions in your current business processes through a consultative approach. If we uncover problem areas, we collaboratively prioritize which items are ripe for automation to provide cost savings and return on investment. In this process we meet with your key team members to document current workflow and build a go-forward strategy based on solutions available that leads to continuous process improvement even after the project is completed.

Our solution consultants will help WV Lottery improve its business process through discovery focused on your organizational and digital transformation goals. We apply business rules, workflow management tools, and our in-depth knowledge of application development to improve the effectiveness of your business operations. Automating your business process leads to greater flexibility and agility for your team.

Our professional automation consultants help you

- Developing and implementing an automation strategy across departments and technologies
- Capturing and ingesting documents with document capture software
- Mapping out and diagnosing any problems in your current workflows
- Document management consulting to ensure your documents are being managed properly throughout their lifecycle
- Migrating content into and out of applications

Exhibit A – Reseller Letter

Exhibit B – Technical Resume

Exhibit C – References

Exhibit D – ECM Toolbox Overview

ECM Toolbox & AX

Workflow

ECM Toolbox's Workflow module increases operational efficiencies, provides control over your process and records, and saves you money.

The Workflow module is a powerful web-based workflow solution, leveraging feature-rich ApplicationXtender (AX) document management software and ECM Toolbox's Workflow solution.



The magic of this workflow automation solution is that users have a simple interface that provides full control of the workflow process within AX.

ECM Toolbox's Workflow is a completely web-based processing solution that:

- Automates verifications and approvals by activity owners
- Offers advanced document management functionality
- Transforms paper-based approvals into electronic approvals
- Interfaces with your Business Line Solution software

AND

- Allows you to Create and Manage Your Workflows – IT Department Free

Features of E-Forms Connector

- Task routing based on diverse business rules
- Data capture templates
- Pre-formatted emails
- Audit trails
- Admin module
- Add or delete required documents for specific account types

Benefits for ApplicationXtender Users

- Standardize rules-based document and / or employee categories.
- Standardizes risk measurement and error tracking
- Allows for one-off request for assistance and/or review
- Captured as reports and also as a document in AX for each
- Allows business owners to easily modify workflows without IT assistance
- Provides extensive details based on the information available from the data capture templates



Standard Software Support Services

This document describes the terms and conditions of Standard Software Support Services between:

Revolution Data Systems, LLC
70161 Hwy 59, Suite G
Abita Springs, LA 70420
Phone: (985) 888-0091
Fax: (985) 888-0092

Hereafter referred to as "Revolution Data Systems" and:

**DEPARTMENT OF
ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E 2019 WASHINGTON ST E
CHARLESTON WV**

Hereafter referred to as the "Client".

(A.) SCOPE OF COVERAGE

1. Revolution Data Systems Software Support consists of onsite, telephone, e-mail, and remote access (VPN, GoToMeeting, etc.) Software Support calls.
2. Basic Technical Support will be provided to Client only if Client is authorized to receive Updates and is current on all payments due to Revolution Data Systems, as applicable. Client requested visits to Client's site by Revolution Data Systems not included in the scope of support under these Terms and Conditions and will be charged separately at the then-current rate, plus living and travel expenses.
3. For all Software Support services provided by Revolution Data Systems that are not covered in this document, whether provided in person, by telephone or by other



remote access options, Revolution Data Systems will present Client with a Statement of Work detailing proposed services and associated costs.

(B.) REVOLUTION DATA SYSTEMS RESPONSIBILITIES

1. For Basic Technical Support, Revolution Data Systems will receive and track problems from authorized Technical Contact(s) via telephone, email, or onsite visits. Revolution Data Systems will use commercially reasonable efforts to provide Technical Contact(s) with Technical Support consisting of telephone assistance, e-mail, remote access (VPN, GoToMeeting, etc.), and access twenty-four (24) hours per day, seven (7) days per week to web-based self-help and other web-based resources.

- **Service Level Objectives.** During the Term of Maintenance hereunder, Revolution Data Systems will use commercially reasonable efforts to meet the following service level objectives and response times.

Severity	Initial Callback	Definition	Contact Frequency	Problem Resolution
1	2 hours or less	Severe problem preventing customer from performing critical business functions. <ul style="list-style-type: none"> • Production data corruption (data loss, data unavailable) • Production System crash or hang • Production System significantly impacted • Production System and/or data is at high risk of potential loss or interruption • Production System workaround is required immediately 	Daily	Continuous Business Days
2	4 hours or less	Customer able to perform job function, but performance is degraded or severely limited. <ul style="list-style-type: none"> • Production System adversely impacted • Non-Production data corruption (data loss, data unavailable) • Non-Production System crash or hang • Non-Production System and/or data is at high risk of potential loss or interruption • Non-Production System workaround is required immediately • Test and/or Development System is inoperative 	Every other day	Continuous Business Days
3	1 business day or less	Customer performance or job function is largely unaffected. <ul style="list-style-type: none"> • Production, Test, or Development System has encountered a non-critical problem or defect and/or question have arisen regarding product use 	Weekly	As Required Business Days
4	2 business days or less	Minimal System impact. Includes feature requests and other non-critical questions <ul style="list-style-type: none"> • No customer business impact 	Monthly	As Required Business Days



		• Requests for enhancements		
--	--	-----------------------------	--	--

2. Revolution Data Systems does not support: (i) modified or damaged Software or any portion of the Software incorporated with or into other software; (ii) Software that is not the then-current release or the immediately previous sequential minor release. Software versions older than the previous minor release, but are still supported by the manufacturer, may still be supported upon the discretion of Revolution Data Systems; (iii) problems caused by Client's negligence, abuse or misapplication, use of the Software other than as is specified in the applicable user documentation, or other causes beyond the control of Revolution Data Systems; or (iv) problems caused by any hardware or software that is not supported by Revolution Data Systems. Revolution Data Systems will not be responsible for the cost of any changes to Client's hardware or software which may be necessary to use the Software due to a Workaround or Update.

3. Updates to the Software are available to the Client upon payment of the Client's annual maintenance fee to Revolution Data Systems, as they become available, during the Term of Client's authorized administrative contact. Revolution Data Systems does not cover software installations or version upgrades performed by end user personnel unless previously approved in writing by the management of Revolution Data Systems Technical Support Department. Installation of updates or version upgrades can be purchased based on the prevailing daily rate of Professional Services. A Statement of Work (SOW) will be presented to the Client with a summary of tasks and associated charges before any work commences.

4. Support for Workflow products is strictly limited to the support of the functionality of the software. All support for workflow maps and coding/programming is considered a billable support call, and a purchase order must be provided prior to the commencement of this type of support. This support can be purchased based on the prevailing daily rate of Professional Services. A Statement of Work (SOW) will be presented to the Client with a summary of tasks and associated charges before any work commences.

5. It is at the sole discretion of Revolution Data Systems to decide when a support call becomes a billable Professional Services event.

(C.) CLIENT RESPONSIBILITIES

1. The Client understands and agrees that proper operation of the system is dependent on their having a properly configured computer and operating system, a compatible data/image format conforming to commonly accepted industry standards, properly connected and compatible input cables, and adherence to the minimum configurations set forth in the System Proposal or recommended by the software developer.

2. Client agrees to ensure that they perform regular System backups.



3. Client agrees to ensure that Technical Contacts be trained and knowledgeable in the use of all applicable Software and keep such Technical Contacts trained in all current releases of the Software.
4. Subject to the Client's reasonable security requirements, Client agrees to provide Revolution Data Systems with access to and use of all information and system facilities, including user IDs and passwords, as reasonably determined necessary by Revolution Data Systems to provide timely support pursuant to the terms herein.
5. Revolution Data Systems Software Support does not include customization, application design/setup, or programming. If furnished, support of the aforementioned items will be invoiced at Revolution Data Systems then current rates for such services.
6. Existing or Buyer supplied Hardware/Software must be in good working condition on the commencement date of Revolution Data Systems Software Support and throughout the coverage period.

(D.) CLIENT NOTIFICATION PROCEDURES

1. In the event of a System malfunction, the Client shall document and make available any error messages or codes generated by the System. This documentation shall be maintained by the Client's authorized technical point of contact. The documentation must be kept at the Client's location for reference.
2. Once the Client has determined that Revolution Data Systems Software Support may be necessary, Client will contact Revolution Data Systems and request system support. The Client will need to provide the System Serial Numbers (if applicable), a complete and concise description, including all pertinent details of the problem, software product name and version, and relevant operating system or platform information, as well as what activities were being performed prior to the malfunction, and what, if any, corrective action was taken by the Client.

(E.) SPECIFIC EXCLUSIONS

The following items are specifically excluded from the terms and conditions stated in this document, and the responsibility for performing these functions rests solely with the Client:

1. HARD DISK: Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
2. TAPE DRIVE: Head Cleaning; Head Cleaning Kit.



3. DATABASE INTEGRITY: Routine database or index file rebuilds; database restoration from backup source.
4. BACKUP OF DATA, IMAGES, PROGRAMS, SYSTEM FILES: Performing regular backups to tape or optical or other media, as applicable; Testing the integrity of the backup media and data/images, as well as the System's ability to restore data from a backup source, Safe and proper storage of the backup media.
5. The terms and conditions set forth in this document do not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds beyond the initial installation and testing period.
6. The terms and conditions set forth in this document do not cover software installations or version upgrades performed by end user personnel unless previously approved in writing by the management of Revolution Data Systems Technical Support Department.
7. The terms and conditions set forth in this document do not cover service, repairs, parts or travel necessary because of accident, misuse, modification, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, alteration, fire, water or other casualty, acts or omissions in performance by non-Revolution Data Systems personnel; malfunctions of parts, attachments or programs not supplied and installed by Revolution Data Systems; aging, obsolete or incompatible Hardware or Software not supplied and installed by Revolution Data Systems; or the use of inferior or incompatible parts or supplies as determined by Revolution Data Systems.
8. The terms and conditions set forth in this document do not cover storage media, including but not limited to; optical disks, DVD's, disks, tapes, etc.
9. The terms and conditions set forth in this document do not cover new feature requests of custom Revolution Data Systems code which were not part of the initial requirements with the Client and Revolution Data Systems.
10. The terms and conditions set forth in this document do not cover modifying features of custom Revolution Data Systems code that is already deployed, in production, and has been signed-off as complete by the Client.

(F.) GENERAL

1. Revolution Data Systems Software Support term is 12 (twelve) months from the support anniversary date. Revolution Data Systems will send a renewal reminder to the Client that includes the charge for the next 12 (twelve) month period at the then prevailing rate. This renewal will also serve as an invoice if Client chooses to renew support.



2. Revolution Data Systems Software Support is not assignable and may be canceled by Revolution Data Systems upon written notice to the Client if the System is sold, leased, moved or transferred to another location or entity.
3. The terms and conditions set forth in this document constitute Revolution Data Systems Software Support with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in these terms and conditions. No amendment or waiver of these terms and conditions may be made except in writing.
4. Revolution Data Systems will not be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic conditions, or other reason of a like or dissimilar nature beyond its control. In no event will Revolution Data Systems be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use the System or related documentation.
5. The offering of Revolution Data Systems Software Support, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results. This paragraph is not intended to diminish or alter any representations or warranties with respect to the performance, ownership or design of the System, or support of the software made elsewhere in these terms and conditions or otherwise by Revolution Data Systems.
6. Revolution Data Systems liability in case of non-performance herein will be limited to the Annual Software Maintenance Renewal Charge.
7. Revolution Data Systems custom code/applications/APIs created as a specific deliverable, usually done in accordance with a mutually approved Statement of Work between Revolution Data Systems and Client:
 - a. Revolution Data Systems will support custom code/applications/APIs written by Revolution Data Systems. The Revolution Data System's support/development team will work to resolve issues until the problem is resolved following the Service Level Objective guidelines in section (B)1 of this document.
 - b. Revolution Data Systems will support revising minor custom code changes of custom code/applications/API integrations when the Client upgrades the host application, provided that code changes do not constitute a "major" re-write in order for the integration to function properly. Whether a host application manufacturer has enacted a major rewrite will be discussed jointly between Revolution Data Systems and Client; however, the final determination will be at the sole discretion of



Revolution Data Systems. Examples of minor code revisions include, but are not limited to: Parameter changes, database changes, website page modifications, and/or URL changes.

- c. Revolution Data System's will support revising minor custom code configurations of Revolution Data custom code integrations where Client environment changes must be performed and will prevent the custom integration from working properly. Client Environment changes may include, but are not limited to: OS updates, firewall and/or security changes.

(G.) PROCEDURES

1. Payment of Revolution Data Systems Software Support charge entitles the Client to contact a trained Revolution Data Systems Software Support representative with questions regarding our products. Our courteous support team may be reached via online portal, telephone and e-mail.
2. Every Client with an active Revolution Data Systems Software Support contract may request upgrades within the then current yearly term.
3. Revolution Data Systems Software Support Services: When contacting Revolution Data Systems Support Services department, please be sure to have the following information: company name, the product in question, the product version you are using, and the nature of issue you are experiencing.
4. **Normal Technical Support Hours of Operation** is defined as Monday thru Friday, excluding holidays, between 6:00AM and 6:00PM. via online portal and email. Support during these hours of operation is available to each Client based on the Central U.S. time zone. Telephone support is available between 8:00am and 4:30pm Central at (985) 888-0091, option two (2).
5. E-mail: Feel free to e-mail our support department (support@revolutiondatasystems.com), 24 hours/ 7 days.
6. **After-hours Support** is defined as requested support outside of Normal Technical Support Hours of Operation (as defined above). For after-hours support please email support@revolutiondatasystems.com. Expected response time is within two hours of the initial email to Revolution Data Systems Client Support Services. Revolution Data Systems Client Support Services department reserves the right to reconsider the severity of the after-hours support issue and determine if the issue is an emergency. If it is not considered an emergency, a return call during Normal Technical Support Hours of Operation will be recommended. After hours support is provided with advanced notice and is billable at \$200.00 per hour.



7. **Online Services:** Clients with annual Revolution Data Systems Software Support have access to support files from both the Metasource and Software Vendor web/FTP sites. Available files include tech notes (technical bulletins updated monthly), product release histories, and various third-party software.
8. **Software Updates:** All software updates are processed on a request and receive basis. Clients may contact Revolution Data Systems support department to receive all software updates. Upgrades may be downloaded from Metasource's FTP site. Clients must first call Revolution Data Systems support team for the current password. Please be able to provide an end user company name, the software version and product serial number.
9. **Remote Support:** Revolution Data Systems strongly suggests that every Client obtain Remote control software (i.e. GoToMeeting, VPN, GoToMeeting, etc.) or provide alternative means to use for technical assistance. These products are necessary in order for Revolution Data Systems support team to assist you remotely. With Remote control software our technicians can access your system directly and fix most problems with little or no user intervention. It also serves as a learning process since the end user sees all functions as they occur.
10. **System:** While Revolution Data Systems can assist you with any question relating to our software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance, preventative maintenance of applicable hardware, and version updates of third party software with any application service packs.



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Revolution Data Systems, LLC

Authorized Signature: [Signature] Date: 2/3/2022

State of Louisiana

County of St Tammany Parish, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of February, 2022

My Commission expires At Death, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Marie Betts
Louisiana Notary Public # 159677
St. Tammany Parish *Statewide Jurisdiction
Commissioned for life

Revolution Data Systems, LLC
 70161 Highway 59, Suite G
 Abita Springs, LA 70420
 (985) 888-0091
 accounting@revolutiondatasystems.com

Invoice



ADDRESS
Ms. Melissa Pettrey WV State Purchasing Department 2019 Washington Ste. E Charleston, WV 25305 US

INVOICE #	DATE
TSR051022-5	05/10/2022

SALES REP
SN

REFERENCE #
54868

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Maintenance Support Start & End Dates: 7/1/2019 - 6/30/2023 4 Year Reinstatement			
	Enterprise Content Management:Renewal 456-100-464R APPLICATIONXTENDER SERVER - 3 CC USER Maintenance	1	12,983.61	12,983.61
	Enterprise Content Management:Renewal 457-100-245R APPXTENDER SERVER - 5 CC USER PACK Maintenance	1	11,732.18	11,732.18
	Enterprise Content Management:Renewal 456-100-463R APPLICATIONXTENDER SERVER - 1 CC USER Maintenance	1	8,030.61	8,030.61
	Enterprise Content Management:Renewal 456100422R-4 Pegasus Scanfix for ApplicationXtender - 4 Users	1	469.35	469.35
	Enterprise Content Management:Renewal 456-100-376R Captive QuickScan Pro for ApplicationXtender	1	14,938.18	14,938.18
	Enterprise Content Management:Renewal 456-106-024RNC ApplicationXtender 7 Update Enabler	1	4,481.43	4,481.43
	Enterprise Content Management:Renewal Same-Day on Site or Remote Access software support by Certified Technician Pricing is on "Exhibit A - Response Pricing sheet" in Bid Package OT Reinstatement 3%	40	250.00	10,000.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>OpenText Reinstatement Fee –Maintenance renewals that are not paid before expiration of the current contract will be subject to a Reinstatement Fee. On the day after the current renewal term ends, a Reinstatement Fee of 3% of the annualized value of the renewal will be applied. An additional 3% will be applied every month thereafter until the contract is renewed or until the cumulative Reinstatement Fee reaches 50% of annualized value of the maintenance renewal, at which point it will be capped.</p>			
TOTAL				\$62,635.36

Please advise immediately if you do not wish to renew support. Purchase orders will be accepted as a commitment to renew support. Expired renewals will be subject to a Prime Protect fee plus an additional 10% reinstatement fee. There will be No Exceptions to this policy. Please expedite any past due maintenance payments to avoid the maintenance reinstatement fee. Payment of this renewal indicates acceptance of the Terms and Conditions.

Please remit payment to: Revolution Data Systems
70161 Hwy 59, Ste. G, Abita Springs, LA 70420
Banking Information for ACH Payments:
Revolution Data Systems, LLC
Bank Name: Gulf Coast Bank & Trust
Account Name: Revolution Data Systems, LLC
Routing Number: 265070435 | Account Number: 100630854

Accepted By

Accepted Date