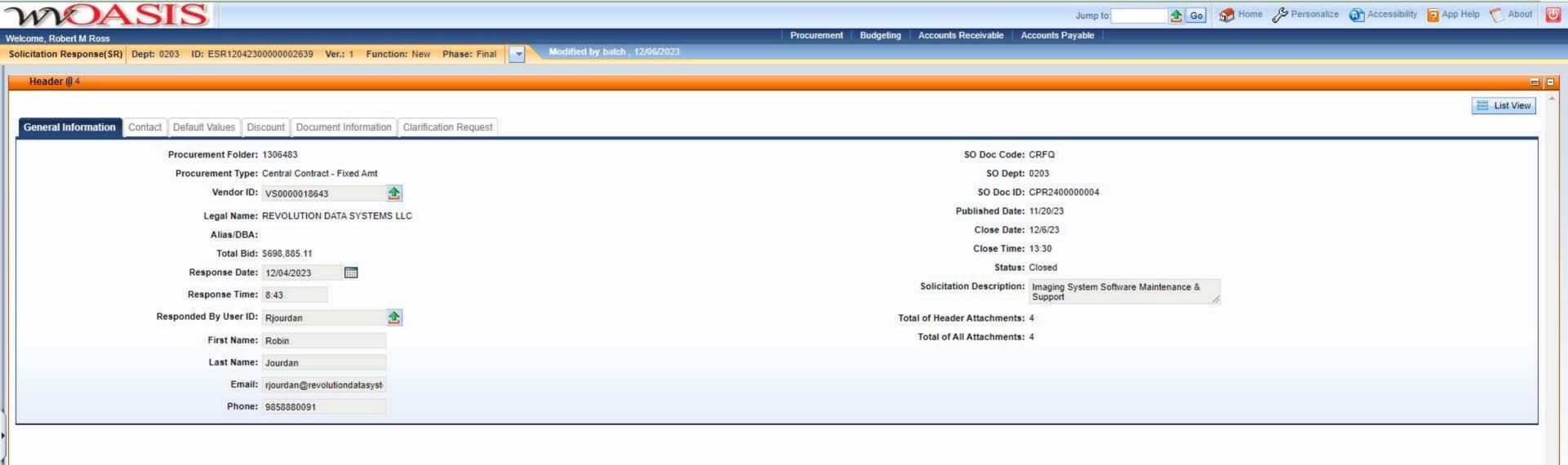


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





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: 1306483

Solicitation Description: Imaging System Software Maintenance & Support

Proc Type: Central Contract - Fixed Amt

 Solicitation Closes
 Solicitation Response
 Version

 2023-12-06 13:30
 SR 0203 ESR12042300000002639
 1

VENDOR

VS0000018643

REVOLUTION DATA SYSTEMS LLC

Solicitation Number: CRFQ 0203 CPR2400000004

Total Bid: 698885.1099999999860301613807 **Response Date:** 2023-12-04 **Response Time:** 08:43:40

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

 Date Printed:
 Dec 6, 2023
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software maintenance and support Year 1				188092.27

Comm Code	Manufacturer	Specification	Model #	
81112200				
01112200				

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software maintenance and support Year 2				170264.28

Comm Code	Manufacturer	Specification	Model #	
81112200				

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Software maintenance and support Year 3				170264.28

Comm Code	Manufacturer	Specification	Model #	
81112200				

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Software maintenance and support Year 4				170264.28

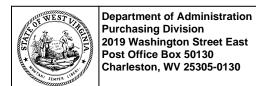
Comm Code	Manufacturer	Specification	Model #	
81112200				

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 4

 Date Printed:
 Dec 6, 2023
 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05



State of West Virginia Centralized Request for Quote Info Technology

Proc Folder: 1306483	Reason for Modification:
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Doc Description: Imaging System Software Maintenance & Support

Proc Type: Central Contract - Fixed Amt

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2023-11-20
 2023-12-06
 13:30
 CRFQ
 0203
 CPR2400000004
 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: Suite G

City: Abita Springs

State: Louisiana70420 Country: U.S. Zip:

Principal Contact: Robin Jourdan

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

Robin Jourdan

FEIN#

47-3866543

DATE 12/01/2023

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

 Date Printed:
 Nov 20, 2023
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board to establish a contract for an AppEnhancer (formerly ApplicationXtender) "AR" "or equal" Imaging Maintenance Agreement per the bid requirements, specifications and the terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT	
601 57th Street, SE		601 57th Street, SE	
Suite 5		Suite 5	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software maintenance and support Year 1				
	•	1	1	\$188,092.27	\$188,092.27

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 1

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLI RETIREMENT	С	CONSOLIDATED PUBLIC RETIREMENT	
601 57th Street, SE		601 57th Street, SE	
Suite 5		Suite 5	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Software maintenance and support Year 2				
		1	1 \$	170.264.28	\$170,264.28

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 2

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT	
601 57th Street, SE		601 57th Street, SE	
Suite 5		Suite 5	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Software maintenance and support Year 3				
	.,	1	1	\$170,264.28	\$170,264.28

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 3

INVOICE TO		SHIP TO
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT
601 57th Street, SE		601 57th Street, SE
Suite 5		Suite 5
CHARLESTON	WV	CHARLESTON WV
US		US

L	.ine	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4		Software maintenance and support Year 4				
			1	1	\$170,264.28	\$170,264.28

Comm Code	Manufacturer	Specification	Model #	
81112200				

Extended Description:

Software maintenance and support Year 4

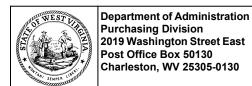
SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Vendor question deadline @ 10:00 AM	2023-11-29

	Document Phase	Document Description	Page 4
CPR240000004		Imaging System Software Maintenance & Support	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Centralized Request for Quote Info Technology

Proc Folder:	1306483		Reason for Modification:
Doc Description: Imaging System Software Maintenance & Support			
Proc Type:	Central Contract - Fixed	Amt	
Date Issued	Solicitation Closes	Solicitation No	Version
2023-11-20	2023-12-06 13:30	CRFQ 0203 CPR2400000004	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. G

City: Abita Springs

State: LA Country: U.S. Zip: 70420

Principal Contact: Robin Jourdan

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 Robin Jourdan

FEIN# 47-3866543

DATE 12/01/2023

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

Date Printed: Nov 20, 2023 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

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INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT	
601 57th Street, SE		601 57th Street, SE	
Suite 5		Suite 5	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software maintenance and support Year 1				
		1	1	\$188,092.27	\$188,092.27

Comm Code	Manufacturer	Specification	Model #	
81112200				

Extended Description:

Software maintenance and support Year 1

INVOICE TO		SHIP TO
CONSOLIDATED PUBLIC RETIREMENT	;	CONSOLIDATED PUBLIC RETIREMENT
601 57th Street, SE		601 57th Street, SE
Suite 5		Suite 5
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Software maintenance and support Year 2				
		1	1	\$170,264.28	\$170,264.28

Model #	Specification	Manufacturer	Comm Code
			81112200
			01112200

Extended Description:

Software maintenance and support Year 2

INVOICE TO		SHIP TO
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT
601 57th Street, SE		601 57th Street, SE
Suite 5		Suite 5
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Software maintenance and support Year 3				
		1	1	\$170,264.28	\$170,264.28

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 3

INVOICE TO		SHIP TO	
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT	
601 57th Street, SE		601 57th Street, SE	
Suite 5		Suite 5	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Software maintenance and support Year 4				
		1	1	\$170,264.28	\$170,264.28

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 4

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Vendor question deadline @ 10:00 AM	2023-11-29

 Date Printed:
 Nov 20, 2023
 Page: 3
 FORM ID: WV-PRC-CRFQ-002 2020/05

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: Wednesday, November 29, 2023 @ 10:00 AM

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, plusN/A
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: Revolution Data Systems, LLC

BUYER: Melissa Pettrey, Senior Buyer

SOLICITATION NO.: CRFQ CPR2400000004 BID OPENING DATE: Tuesday, December 5, 2023

BID OPENING TIME: 1:30 PM 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 *wv*OASIS (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: Tuesday, December 5, 2023 @ 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 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 *wv*OASIS 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.

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
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
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 withindays.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be

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.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
☐ Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
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 of 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:
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

Revised 11/1/2022

listed above.

expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section. Vendor must maintain: Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence. Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence. Professional/Malpractice/Errors and Omission Insurance in at least an amount of: per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy. **Commercial Crime and Third Party Fidelity Insurance** in an amount of: per occurrence. **✓ Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence. **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract. Pollution Insurance in an amount of: ______ per occurrence. Aircraft Liability in an amount of: ______ per occurrence.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance

identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the

- **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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall

•	gency's right to pursue any other available remed the amount specified below or as described in the	
	for	
Liquidated Da	amages Contained in the Specifications.	
✓ Liquidated Da	amages Are Not Included in this Contract.	

- **12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- **14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- **15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- **16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- **19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- **23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- **24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- **25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- **26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- **28.** WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

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

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

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

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

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

- **33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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.

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.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

- **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.

(Printed Name and Title) Robin Jourdan Accounting Manager
(Address) 70161 Hwy 59, Ste. G, Abita Springs, LA 70420
(
(Phone Number) / (Fax Number) 985-888-0091 / 985-888-0092
(1 none i tumoei), (1 ux i tumoei)
(Email address) rjourdan@revolutiondatasystems.com
(Email address) journal (Evolution address)

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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

(Company) Revolution Data Systems, LLC	
(Signature of Authorized Representative)	
(Printed Name and Title of Authorized Representative) (Date) Robin Jourdan Accounting Manager 12/01/2023	
Robin Jourdan, Accounting Manager 12/01/2023	
(Phone Number) (Fax Number)	
985-888-0091 / 985-888-0092	

(Email Address)

rjourdan@revolutiondatasystems.com

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board to establish a contract for an AppEnhancer (formerly ApplicationXtender) "AR" "or equal" Imaging Maintenance Agreement.

The AE Imaging Maintenance Agreement will be for a one (1) year period with the possibility of three (3) one-year renewals.

The vendor must provide Opentext Premium Support "or equal" coverage for the Opentext "or equal" item listed in section 4, AE "or equal" Imaging for the full 1-year support. The vendor will be the point of contact for all CPRB installation, support, and maintenance requests. The vendor is required to perform all installation, upgrade, support, and maintenance operations, as outlined in section 4.

The vendor must provide remote support, and on-site support if remote remediation is unsuccessful. The vendor will be responsible for any and all costs incurred in the fulfillment of any installations, upgrades, support, and maintenance requests.

- **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. "Licenses"** means Agency's licenses to utilize AppEnhancer and Optentext (or equal) Intelliget Captiva software.
 - **2.2. "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.
 - **2.3. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - **2.4. "Business hours"** means CPRB office hours 8:00am to 5:00pm Monday through Friday.
 - **2.5. "Concurrent User"** means a software license that is based on the number of simultaneous users accessing the program.
 - **2.6. "Contract Services"** means 24x7x365 phone and remote, software support for Opentext (or equal) products as more fully described in these specifications.
 - 2.7. "CPRB" means Consolidated Public Retirement Board.

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

- **2.8.** "Critical Business Process" means any activity required to process a retirement, pay a Retiree, or service a request of a retiree.
- 2.9. "ERM" means Electronic Records Management
- **2.10. "Opentext"** refers to a corporation who is a world leader in Enterprise Information Management Solutions and is the corporate owner of products within this RFQ.
- 2.11. "PDF" means Portable Document Format.
- **2.12. "Pension Administration System"** means the Agency wide system CPRB uses for the administration of all retirement systems maintained at the Retirement Board.
- **2.13. "Pricing Page"** means the pages, contained in wvOASIS or attached hereto as Exhibit A upon which Vendor should list its proposed price for the Contract Services.
- **2.14. "Remote Support/Access"** means the vendor can connect directly to supported resources or via an employee's state issued computer to provide product support from outside the West Virginia State network.
- **2.15. "Software"** means any set of instructions that directs a computer to perform operations. Software consists of programs, libraries, and related non-executable data.
- **2.16. "SQL"** means Structured Query Language designed for relational database management.
- 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 contract award by the State through 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 must be authorized by the software manufacturer to provide software maintenance and support for the Licenses described in section 4.

4. MANDATORY REQUIREMENTS:

4.1. Software Maintenance and Support: Vendor must provide maintenance and support for the Licenses as follows:

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

- **4.1.1.** Current maintenance and support expired on 6/14/2023.
- **4.1.2.** Maintenance and Support under the initial term of the Contract will be for the period beginning 6/14/2023 and ending on 6/13/2024. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.
- **4.1.3.** Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.
- **4.1.4.** 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.
- 4.2. Vendor must provide maintenance agreements in accordance with all requirements set by the manufacturer, with the specified software items listed in Exhibit A Pricing Page and consisting of the following Specifications.
 - **4.2.1.** Support must be available 24 hours per day 7 days a week, 365 days a year with initial response within 60 minutes for Severity Level 1 issues.
 - **4.2.2.** Support must be conducted via either phone or remote access.
 - **4.2.3.** Provides the right to new Software Releases as make generally available by Opentext "or equal" and/or other responsible vendors of provided software. Includes future updates and upgrades.
 - **4.2.4.** Length of service must be a minimum 1 year.

4.3. Maintenance, Support, and Deliverables

- 4.3.1 Vendor must provide software updates/upgrades as they become available. Critical or security updates must be installed within thirty (30) days of release. All other updates and upgrades must be performed within ninety (90) days of release. In the event the CPRB upgrades are not current, the Vendor will deploy all update and upgrades to bring to current release. The Vendor will assist the agency technician in testing the new software to the satisfaction of CPRB.
- **4.3.2.** Vendor must provide two (2) preventive maintenance inspections annually to verify system is in good working order. Vendor shall provide a written evaluation documenting the health of the system and provide recommendations for upgrades to related system components such as, but not limited to server hardware, host operating system, and SQL version. The evaluation shall also include capacity forecasting for image storage and SQL database storage.

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

- **4.3.3.** Provide unlimited hours of software support annually to answer questions, and troubleshoot any issues with the CPRB on-site technician either via phone or remote access.
- **4.3.4.** Vendor and technicians must have at least five (5) years of full-time experience in installation, configuration, and support of all products listed in Exhibit A.
- **4.3.5.** Technicians providing support must hold current certifications applicable to Opentext "or equal" and AE "or equal" Imaging. As a requirement of this contract, the vendor must provide CPRB documentation of the certifications. The certifications should be submitted with the Vendor bid but must submitted prior to contract award.
- **4.3.6.** Vendor shall provide technicians with knowledge of related systems components including SQL database administration, server operating system and hardware, as well as networking principals and virtualization technologies.
- **4.3.7.** Vendor shall evaluate system related storage devices at the request of CPRB, during any reconfiguration or hardware refresh operation.
- **4.3.8.** Vendor must support all AppEnhancer, and Intelligent Capture (formerly Captiva modules), software, upgrading, installing, and maintaining the software, offsite backup procedures: advising and training the on-site technician of any needs as much in advance as possible to ensure software remains at peak performance.
- **4.3.9.** Vendor must provide detailed documentation of all software and hardware configurations performed by vendor technicians. Vendor shall also provide an after-incident report, documenting the cause and resolution of the issue. This report is required for all level 1 and level 2 incidents.
- **4.3.10.** Vendor shall abide by all security policies set forth by the West Virginia Office of Technology. The vendor will test and implement security updates or system configurations recommended by the Office of Technology as well as assist in the remediation of any vulnerabilities discovered by routine security scans. A copy of policy is attached.

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

4.3.11. Vendor shall meet the service levels specified in the table below.

Service Level	Response Time	
Level 1 – Interruption to critical business processes causing work stoppage for at least one associated system.	Within 60 minutes of agency report.	
Level 2 – Interruption to non-critical business processes causing work stoppage for many users, where no work around is available.	Within 4 hours of agency report.	
Level 3 – Hindrance to the work of individual users or work around is available for non-critical business processes.	Within 2 business days during CPRB regular business hours.	
Level 4 – General requests for information or consulting.	Returning communication within 4 business days.	

5. CONTRACT AWARD:

5.1. Contract Award: The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Exhibit A – Pricing page for all four (4) years.

Renewal options 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. Pricing Page: Vendor should complete the Exhibit A – Pricing Page by inserting the Unit Price per year on all products listed on the Exhibit A - Pricing Page. The Extended Price is determined by multiplying the Unit Price by the Quantity, and the TOTAL BID AMOUNT is determined by adding the Extended Price for all four (4) years for all products. Vendor should complete the Exhibit A – Pricing Page in full as failure to complete the Exhibit A – Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Exhibit A - Pricing Page through the Excel document attached to the solicitation. Using the Excel document will sum the Extended Price and TOTAL BID AMOUNT automatically.

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

- **6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Servies and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay flat fee, as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated milage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- **9. 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:
 - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - **9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

AppEnhancer System Imaging Software Maintenance and Support CRFQ CPR240000004

10. VENDOR DEFAULT:

- **10.1.** The following shall be considered a vendor default under this Contract.
 - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **10.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **10.1.4.** Failure to remedy deficient performance upon request.
- **10.2.** The following remedies shall be available to Agency upon default.
 - **10.2.1.** Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - **10.2.3.** Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Robin Jourdan

Telephone Number: <u>985</u>-888-0091

Fax Number: 985.888.0092here

Email Address: rjourdan@revolutiondatasystems.com

Exhibit A - Pricing Page

Comment than 21 1	D	-	D	Extended Price (Price
Current Item Number	<u>Description</u>	<u>Qty</u>	Price Each	Each x Qty)
456-104-245R	AE Connector - 25 CC Users (Year 1)	2		\$ -
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Year 1)	1		\$ -
456-100-427R	AE OCR Server(Year 1)	1		\$ -
456-106-023R	AE Xplore Full Text Server(Year 1)	1		\$ -
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-10(Year 1)	1		\$ -
457-100-246R	AE Server - 25 CC User Pack(Year 1)	2		\$ -
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Year 1)	1		\$ -
456-102-309R	AE Web Public Access - 75 CC User Pack(Year 1)	1		\$ -
1000004369R	IC Attended Client(Year 1)	3		\$ -
456102368RNC	IC Attended Client(Year 1)	1		\$ -
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Year 1)	1		\$ -
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Year 1)	1		\$ -
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Year 1)	1		\$ -
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Year 1)	3		\$ -
456102279RNC	IC Export (Year 1)	1		\$ -
1000004365R	IC ScanPlus Module(Year 1)	1		\$ -
456102367RNC	IC ScanPlus Module (Standard)(Year 1)	1		\$ -
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Year 1)	5		\$ -
456102369RNC	IC Software Developers Kit(Year 1)	1		\$ -
1000055405R	Output Transformation for AE(Year 1)	1		\$ -
456-100-467R	AE Server - 25 CC User(Year 1)	1		\$ -
456100425R-3	AE Image Capture Server - 3 Users(Year 1)	1		\$ -
456-100-464R	AE Server - 3 CC User(Year 1)	1		\$ -
456100422R-28	Pegasus Scanfix for AE - 28 users(Year 1)	1		\$ -
1000043250R-25	AW Platform Named User Maintenance Qty-25 (1 year only)	1		\$ -
1000043250R-250	AW Platform Named User Maintenance Qty-250 (1 year only)	1		\$ -
	Total Maintenance & Support plus Reinstatement Fees -	Year 1		\$ -
456-104-245R	AE Connector - 25 CC Users (Optional Year 2)	2		\$ -
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 2)	1		\$ -
456-100-427R	AE OCR Server (Optional Year 2)	1		\$ -
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-11(Optional Year 2)	1		\$ -
456-106-023R	AE Xplore Full Text Server(Optional Year 2)	1		\$ -
457-100-246R	AE Server - 25 CC User Pack(Optional Year 2)	2		\$ -
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 2)	1		\$ -
456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 2)	1		\$ -
1000004369R	IC Attended Client(Optional Year 2)	3		\$ -
456102368RNC	IC Attended Client(Optional Year 2)	1		\$ -

1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 2)	1	\$ -
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 2)	1	\$ -
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 2)	1	\$ -
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 2)	3	\$ -
456102279RNC	IC Export (Optional Year 2)	1	\$ -
456102279RNC	IC Export (Optional Year 2)	1	\$ -
456102367RNC	IC ScanPlus Module (Standard)(Optional Year 2)	1	\$ -
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 2)	5	\$ -
456102369RNC	IC Software Developers Kit(Optional Year 2)	1	\$ -
1000055405R	Output Transformation for AE(Optional Year 2)	1	\$ -
456-100-467R	AE Server - 25 CC User(Optional Year 2)	1	\$ -
456100425R-3	AE Image Capture Server - 3 Users(Optional Year 2)	1	\$ -
456-100-464R	AE Server - 3 CC User(Optional Year 2)	1	\$ -
456100422R-28	Pegasus Scanfix for AE - 28 users(Optional Year 3)	1	\$ -
	Total Maintenance & Support Year 2		\$ -
456-104-245R	AE Connector - 25 CC Users (Optional Year 3)	2	\$ -
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 3)	1	\$ -
456-100-427R	AE OCR Server (Optional Year 3)	1	\$ -
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-12(Optional Year 3)	1	\$ -
456-106-023R	AE Xplore Full Text Server(Optional Year 3)	1	\$ -
457-100-246R	AE Server - 25 CC User Pack(Optional Year 3)	2	\$ -
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 3)	1	\$ -
456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 3)	1	\$ -
1000004369R	IC Attended Client(Optional Year 3)	3	\$ -
456102368RNC	IC Attended Client(Optional Year 3)	1	\$ -
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 3)	1	\$ -
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 3)	1	\$ -
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 3)	1	\$ -
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 3)	3	\$ -
456102279RNC	IC Export (Optional Year 3)	1	\$ -
1000004365R	IC ScanPlus Module(Optional Year 3)	1	\$ -
456102367RNC	IC ScanPlus Module (Standard)(Optional Year 3)	1	\$ -
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 3)	5	\$ -
456102369RNC	IC Software Developers Kit(Optional Year 3)	1	\$ -
1000055405R	Output Transformation for AE(Optional Year 3)	1	\$ -
456-100-467R	AE Server - 25 CC User(Optional Year 3)	1	\$ -
456100425R-3	AE Image Capture Server - 3 Users(Optional Year 3)	1	\$ -
456-100-464R	AE Server - 3 CC User(Optional Year 3)	1	\$ -
456100422R-28	Pegasus Scanfix for AE - 28 users(Optional Year 3)	1	\$ -
	Total Maintenance & Support Year 3		\$ -
456-104-245R	AE Connector - 25 CC Users (Optional Year 4)	2	\$ -

Adv Rec with IE 1M PPY Bundle(Optional Year 4) Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) art 4) brional Year 4) andard)(Optional Year 4) v Rec with IE 100K PPY(Optional Year 4) s Kit(Optional Year 4) a for AE(Optional Year 4) (Optional Year 4) er - 3 Users(Optional Year 4) Optional Year 4) - 28 users(Optional Year 4) Total Maintenance & Support Year 4	1 3 1 1 1 5 1 1 1 1 1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) or 4) andard)(Optional Year 4) or Rec with IE 100K PPY(Optional Year 4) or Kit(Optional Year 4) or for AE(Optional Year 4) or for AE(Optional Year 4) or or 3 Users(Optional Year 4) Optional Year 4) Optional Year 4)	1 1 1	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) or 4) andard)(Optional Year 4) or Rec with IE 100K PPY(Optional Year 4) or Kit(Optional Year 4) or AE(Optional Year 4) or Optional Year 4) er - 3 Users(Optional Year 4)	1 1 1	\$ \$ \$ \$ \$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) or 4) or and Year 4) or and Year 4) or Rec with IE 100K PPY(Optional Year 4) or Kit(Optional Year 4) or for AE(Optional Year 4) (Optional Year 4) (Optional Year 4)	1 1 1	\$ \$ \$ \$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) otional Year 4) andard)(Optional Year 4) v Rec with IE 100K PPY(Optional Year 4) s Kit(Optional Year 4) of or AE(Optional Year 4)	1 1 1	\$ \$ \$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) otional Year 4) andard)(Optional Year 4) or Rec with IE 100K PPY(Optional Year 4) or Kit(Optional Year 4)	1 1 1	\$ \$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) otional Year 4) andard)(Optional Year 4) v Rec with IE 100K PPY(Optional Year 4)	1 1 1	\$ \$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) otional Year 4) andard)(Optional Year 4)	1 1 1	\$ \$ \$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4) stional Year 4)	1 3 1 1 1	\$ \$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4) or 4)	1 3 1 1	\$
Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4)	3	\$
. ,	3	
Adv Rec with IE 1M PPY Bundle(Optional Year 4)	1	\$
	1	
Adv Rec with IE 1M PPY(Optional Year 4)	1	\$
Adv Rec with IE 1M PPY(Optional Year 4)	1	\$
ional Year 4)	1	\$
ional Year 4)	3	\$
75 CC User Pack(Optional Year 4)	1	\$
e - 5 CC User Pack - DEV / TEST(Optional Year 4)	1	\$
Pack(Optional Year 4)	2	\$
ver(Optional Year 4)	1	\$
CC Users Qty-13(Optional Year 4)	1	\$
al Year 4)	1	\$
	sers DEV / TEST (Optional Year 4) nal Year 4) CC Users Qty-13(Optional Year 4) ever(Optional Year 4) Pack(Optional Year 4) e - 5 CC User Pack - DEV / TEST(Optional Year 4)	1

Exhibit A - Pricing Page

Current Item Number	Description	Qty		Price Each		Extended Price (Price	
						Each x Qty)	
456-104-245R	AE Connector - 25 CC Users (Year 1)	2	\$	5,303.76		10,607.52	
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Year 1)	1	\$	2,924.55		2,924.55	
456-100-427R	AE OCR Server(Year 1)	1	\$	3,168.49		3,168.49	
456-106-023R	AE Xplore Full Text Server(Year 1)	1	\$	3,815.63		3,815.63	
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-10(Year 1)	1	\$	7,374.73		7,374.73	
457-100-246R	AE Server - 25 CC User Pack(Year 1)	2	\$	13,394.04		26,788.08	
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Year 1)	1	\$	3,734.69		3,734.69	
456-102-309R	AE Web Public Access - 75 CC User Pack(Year 1)	1	\$	11,014.71		11,014.71	
1000004369R	IC Attended Client(Year 1)	3	\$	2,251.64	\$	6,754.92	
456102368RNC	IC Attended Client(Year 1)	1	\$	-	\$	-	
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Year 1)	1	\$	-	\$	-	
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Year 1)	1	\$	-	\$	-	
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Year 1)	1	\$	36,362.03	\$	36,362.03	
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Year 1)	3	\$	-	\$	-	
456102279RNC	IC Export (Year 1)	1	\$	-	\$	-	
1000004365R	IC ScanPlus Module(Year 1)	1	\$	2,960.87	\$	2,960.87	
456102367RNC	IC ScanPlus Module (Standard)(Year 1)	1			\$	=	
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Year 1)	5	\$	2,631.58	\$	13,157.90	
456102369RNC	IC Software Developers Kit(Year 1)	1	\$	-	\$	-	
1000055405R	Output Transformation for AE(Year 1)	1	\$	6,566.99	\$	6,566.99	
456-100-467R	AE Server - 25 CC User(Year 1)	1	\$	15,301.85	\$	15,301.85	
456100425R-3	AE Image Capture Server - 3 Users(Year 1)	1	\$	3,006.69	\$	3,006.69	
456-100-464R	AE Server - 3 CC User(Year 1)	1	\$	5,206.89	\$	5,206.89	
456100422R-28	Pegasus Scanfix for AE - 28 users(Year 1)	1	\$	3,199.77	\$	3,199.77	
1000043250R-25	AW Platform Named User Maintenance Qty-25 (1 year only)	1	\$	4,615.41	\$	4,615.41	
1000043250R-250	AW Platform Named User Maintenance Qty-250 (1 year only)	1	\$	21,530.55	\$	21,530.55	
	Total Maintenance & Support plus Reinstatement Fees -	Year 1			\$	188,092.27	
456-104-245R	AE Connector - 25 CC Users (Optional Year 2)	2	\$	5,870.98	\$	11,741.96	
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 2)	1	\$	2,840.38	\$	2,840.38	
456-100-427R	AE OCR Server (Optional Year 2)	1	\$	3,084.32	\$	3,084.32	
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-11(Optional Year 2)	1	\$	3,731.46	\$	3,731.46	
456-106-023R	AE Xplore Full Text Server(Optional Year 2)	1	\$	7,290.56	\$	7,290.56	
457-100-246R	AE Server - 25 CC User Pack(Optional Year 2)	2	\$	13,961.26		27,922.52	
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 2)	3,650.52		3,650.52			
456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 2)	\$	10,930.54		10,930.54		
1000004369R	IC Attended Client(Optional Year 2) 3 \$					9,107.97	
100000430311	ic Attended chent(Optional real 2)	3	۲	3,035.99	\$	3,10,.3,	

_	\$ -	\$ 1	O00010942R IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 2)
-	\$	1	6102259RNC IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 2)
36,277.86	\$ 36,277.86	\$ 1	DO0006111R IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 2)
-	\$ -	\$ 3	6102370RNC IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 2)
-	\$ -	\$ 1	6102279RNC IC Export (Optional Year 2)
2,876.70	\$ 2,876.70	\$ 1	6102279RNC IC Export (Optional Year 2)
-	\$	1	6102367RNC IC ScanPlus Module (Standard)(Optional Year 2)
17,948.15	\$ 3,589.63	\$ 5	DO0004349R IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 2)
-	\$ -	\$ 1	6102369RNC IC Software Developers Kit(Optional Year 2)
6,482.82	\$ 6,482.82	\$ 1	O00055405R Output Transformation for AE(Optional Year 2)
15,217.68	\$ 15,217.68	\$ 1	AE Server - 25 CC User(Optional Year 2)
2,922.52	\$ 2,922.52	\$ 1	66100425R-3 AE Image Capture Server - 3 Users(Optional Year 2)
5,122.72	\$ 5,122.72	\$ 1	AE Server - 3 CC User(Optional Year 2)
3,115.60	\$ 3,115.60	\$ 1	6100422R-28 Pegasus Scanfix for AE - 28 users(Optional Year 3)
170,264.28	\$		Total Maintenance & Support Year 2
11,741.96	\$ 5,870.98	\$ 2	AE Connector - 25 CC Users (Optional Year 3)
2,840.38	\$ 2,840.38	\$ 1	6-104-244RT AE Connector - 5 CC Users DEV / TEST (Optional Year 3)
3,084.32	\$ 3,084.32	\$ 1	56-100-427R AE OCR Server (Optional Year 3)
3,731.46	\$ 3,731.46	\$ 1	6106022R-10 AE Xplore Full Text - 5 CC Users Qty-12(Optional Year 3)
7,290.56	\$ 7,290.56	\$ 1	AE Xplore Full Text Server(Optional Year 3)
27,922.52	\$ 13,961.26	\$ 2	57-100-246R AE Server - 25 CC User Pack(Optional Year 3)
3,650.52	\$ 3,650.52	\$ 1	7-100-245RT AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 3)
10,930.54	\$ 10,930.54	\$ 1	AE Web Public Access - 75 CC User Pack(Optional Year 3)
9,107.97	\$ 3,035.99	\$ 3	000004369R IC Attended Client(Optional Year 3)
-	\$ -	\$ 1	6102368RNC IC Attended Client(Optional Year 3)
-	\$ -	\$ 1	DO0010942R IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 3)
-	\$	1	6102259RNC IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 3)
36,277.86	\$ 36,277.86	\$ 1	DO0006111R IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 3)
-	\$ -	\$ 3	6102370RNC IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 3)
-	\$ -	\$ 1	6102279RNC IC Export (Optional Year 3)
2,876.70	\$ 2,876.70	\$ 1	000004365R IC ScanPlus Module(Optional Year 3)
-	\$	1	6102367RNC IC ScanPlus Module (Standard)(Optional Year 3)
17,948.15	\$ 3,589.63	\$ 5	DO0004349R IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 3)
-	\$ -	\$ 1	6102369RNC IC Software Developers Kit(Optional Year 3)
6,482.82	\$ 6,482.82	\$ 1	O00055405R Output Transformation for AE(Optional Year 3)
15,217.68	\$ 15,217.68	\$ 1	AE Server - 25 CC User(Optional Year 3)
2,922.52	\$ 2,922.52	\$ 1	AE Image Capture Server - 3 Users(Optional Year 3)
5,122.72	\$ 5,122.72	\$ 1	AE Server - 3 CC User(Optional Year 3)
3,115.60	\$ 3,115.60	\$ 1	Pegasus Scanfix for AE - 28 users(Optional Year 3)
170,264.28	\$ 		Total Maintenance & Support Year 3

TOTAL CONTRACT PRICE					\$ #	170,264.28	
.30100 12211 20	Total Maintenance & Support Year 4						
456100422R-28	Pegasus Scanfix for AE - 28 users(Optional Year 4)	1	\$	3,115.60	\$	3,115.60	
456-100-464R	AE Server - 3 CC User(Optional Year 4)	1	\$	5,122.72	\$	5,122.7	
456100425R-3	AE Image Capture Server - 3 Users(Optional Year 4)	1	\$	2,922.52	\$	2,922.52	
456-100-467R	AE Server - 25 CC User(Optional Year 4)	1	\$	15,217.68	\$	15,217.6	
1000055405R	Output Transformation for AE(Optional Year 4)	1	\$	6,482.82	\$	6,482.8	
456102369RNC	IC Software Developers Kit(Optional Year 4)	5	\$	3,363.03	\$	17,546.1	
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 4)		\$	3,589.63	\$	17,948.1	
456102367RNC	IC ScanPlus Module (Optional Year 4) IC ScanPlus Module (Standard) (Optional Year 4) 1		Ş	2,870.70	¢	2,870.7	
1000004365R	IC Export (Optional Year 4) IC ScanPlus Module(Optional Year 4) 1		\$	2,876.70	\$	2,876.7	
456102370RNC 456102279RNC			\$		\$		
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4)	3	\$	36,277.86	-	36,277.8	
456102259RNC 1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 4) IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 4)	1	\$	26 277 96	\$ \$	26 277 6	
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 4)	1 1	۶	-	۶ د		
456102368RNC	IC Attended Client(Optional Year 4)	1	\$	-	\$	<u> </u>	
1000004369R	IC Attended Client(Optional Year 4)	3	\$	3,035.99	\$	9,107.9	
456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 4)	1	\$	10,930.54	\$	10,930.5	
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 4)	1	\$	3,650.52	\$	3,650.5	
457-100-246R	AE Server - 25 CC User Pack(Optional Year 4)	2	\$	13,961.26	\$	27,922.5	
456-106-023R	AE Xplore Full Text Server(Optional Year 4)	1	\$	7,290.56		7,290.5	
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-13(Optional Year 4)	1	\$	3,731.46	\$	3,731.4	
456-100-427R	AE OCR Server (Optional Year 4)	1	\$	3,084.32	\$	3,084.3	
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 4)	1	\$	2,840.38	\$	2,840.3	
456-104-245R	AE Connector - 25 CC Users (Optional Year 4)	2	\$	5,870.98		11,741.9	

OP ID: MF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	504-888-9393	·				
Morrison Insurance Agency, Inc 4444 York Street, Suite 201		CONTACT Paul R. Maddox, III PHONE (A/C, No, Ext): 504-888-9393 FAX (A/C, N	o): 504-888-9996			
Metairie, LA 700Ó1		E-MAIL tmaddox@morrison-ins.com				
Paul R. Maddox, III		INSURER(S) AFFORDING COVERAGE	NAIC #			
		INSURER A : Burlington Insurance Co				
INSURED Revolution Data Systems, LLC		INSURER B : AmGuard Insurance Co	42390			
Revolution Data Systems, LLC 70161 Hwy 59, Suite G		INSURER C: NorGUARD Ins Co	31470			
Abita Springs, LA 70420		INSURER D : National Union Fire Insurance	19445			
		INSURER E : ACE American Insurance Co.	22667			
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMIT	s	
Α	Χ	COMMERCIAL GENERAL LIABILITY				,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			760B002859	06/03/2023	06/03/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			REAU320719	09/22/2022	09/22/2023	BODILY INJURY (Per person)	\$	
		OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
D		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	2,000,000
	X	EXCESS LIAB CLAIMS-MADE			EBU021372714	09/08/2022	09/08/2023	AGGREGATE	\$	2,000,000
		DED RETENTION \$							\$	
С	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE The state of th	N/A		REWC434032	06/04/2023	23 06/04/2024	E.L. EACH ACCIDENT	\$	1,000,000
	(Man	CER/MEMBER EXCLUDED?	117.4					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS(, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	Erro	ors & Omissions			F16586389002	07/03/2023	07/03/2024	Aggregate		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OLIVIII ICATE HOLDEN		OANOLLEATION
	CONCHA1	
Consolidated Public Retirement Board		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
601 57th Street SE Suite 5 Charleston, WV 25305		AUTHORIZED REPRESENTATIVE Poul & Maddante

CANCELL ATION

CERTIFICATE HOLDER

ACORD