



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

Header 5

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1913599

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: ALXTEL INC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2600000078

Published Date: 3/6/26

Close Date: 3/17/26

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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: 1913599
Solicitation Description: DIGITAL SIGNATURE TRANSACTION MANAGEMENT (81260155)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-03-17 13:30	SR 0803 ESR03172600000006041	1

VENDOR
 VS0000040752
 ALXTEL INC

Solicitation Number: CRFQ 0803 DOT2600000078
Total Bid: 0
Response Date: 2026-03-17
Response Time: 12:26:48
Comments:

FOR INFORMATION CONTACT THE BUYER

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	DIGITAL SIGN TRANSACTION MGT & E-SIGN SOFTWARE	0.00000	EA	1345803.250000	0.00

Comm Code	Manufacturer	Specification	Model #
81112217			

Commodity Line Comments: Kindly note that the price written here is the base-year price only. The prices for the optional years are included in the proposal and the pricing sheet.

Extended Description:

DIGITAL SIGN TRANSACTION MGT & E-SIGN SOFTWARE

EXHIBIT A - PRICING PAGE

WV DOT - Digital Signature and Digital Transaction Management

LOCATION: BUILDING 5, ROOM A-720, CHARLESTON, WV 25305

Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Cost					Extended Cost
				Year One	Optional - Year Two	Optional - Year Three	Optional - Year Four	Optional - Year Five	
3.1.6.1	DocuSign IAM for CX, SKU# DSI-0000760 or equal.	EA	100	\$753.93	\$791.90	\$831.33	\$873.55	\$916.59	\$416,730.00
3.1.6.2	DocuSign Automation Sends – Additional (Webforms, Partner send & API) (250,000) transactions/volume, SKU# DIS-0000761 or equal.	EA	250,000	\$1.05	\$1.11	\$1.16	\$1.22	\$1.28	\$1,455,000.00
3.1.6.3	DocuSign Automation Sends – Additional (Webforms, Partner send & API) (100,000) transactions/volume – SKU # DSI-0000761 or equal.	EA	100,000	\$1.05	\$1.11	\$1.16	\$1.22	\$1.28	\$582,000.00
3.1.6.4	DocuSign Platinum Success Pack with one (1) seat, SKU# BUN-0000003 or equal.	EA	1	\$111,764.50	\$118,251.50	\$123,521.25	\$129,989.75	\$136,351.00	\$619,878.00
Optional Add-Ons									
3.1.6.5	Automation Sends – Additional (Webforms, Partner send & API) for optional additional volumes, SKU# DSI-0000761 or equal.	EA	150,000	\$1.05	\$1.11	\$1.16	\$1.22	\$1.28	\$873,000.00
3.1.6.6	Automation Sends – Additional (Webforms, Partner send & API) for optional additional volumes, SKU# DSI-0000761 or equal.	EA	200,000	\$1.05	\$1.11	\$1.16	\$1.22	\$1.28	\$1,164,000.00
3.1.6.7	Automation Sends – Additional (Webforms, Partner send & API) for optional additional volumes, SKU# DSI-0000761 or equal.	EA	250,000	\$1.05	\$1.11	\$1.16	\$1.22	\$1.28	\$1,455,000.00
3.1.6.8	Add-On Volume/Seats SKU# DSI-0000760 or equal.	EA	25	\$753.93	\$791.90	\$831.33	\$873.55	\$916.59	\$104,182.50
3.1.6.9	Add-On Volume/Seats SKU# DSI-0000760 or equal.	EA	50	\$753.93	\$791.90	\$831.33	\$873.55	\$916.59	\$208,365.00
3.1.6.10	Add-On Volume/Seats SKU# DSI-0000760 or equal.	EA	100	\$753.93	\$791.90	\$831.33	\$873.55	\$916.59	\$416,730.00
Services									
3.1.6.8	Remote Professional Services (hourly rate) SKU# DSI-0000372 or equal.	EA	100	\$292.08	\$292.95	\$293.95	\$294.95	\$295.95	\$146,988.00
TOTAL AMOUNT OF BID →									\$7,441,873.50

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

Alaa Nayed

Vendor Signature



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 1913599			Reason for Modification:
Doc Description: DIGITAL SIGNATURE TRANSACTION MANAGEMENT (81260155)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-06	2026-03-17 13:30	CRFQ 0803 DOT2600000078	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000040752

Vendor Name : AlxTel, Inc.

Address :8403 Colesville Road Suite 1100, Silver Spring, MD 20910

Street :8403 Colesville Road Suite 1100,

City : Silver Spring

State : Maryland **Country :** USA **Zip :** 20910

Principal Contact : Alaa Negeda

Vendor Contact Phone:240-293-4629 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor *A. negeda*
 Signature X **FEIN#** 261857843 **DATE** 03/17/2026

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Information Technology Division (WVDOT-IT) to establish an open-end contract for Digital Transaction Management (DTM) and eSignature Technologies. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO**SHIP TO**

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

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

CHARLESTON WV
US

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	DIGITAL SIGN TRANSACTION MGT & E-SIGN SOFTWARE	0.00000	EA		\$1,345,803.25

Comm Code	Manufacturer	Specification	Model #
81112217			

Extended Description:

DIGITAL SIGN TRANSACTION MGT & E-SIGN SOFTWARE

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-03-11

Note:

Kindly note that the price written here is the base-year price only. The prices for the optional years are included in the proposal and the pricing sheet.

	Document Phase	Document Description	Page
DOT2600000078	Final	DIGITAL SIGNATURE TRANSACTION MANAGEMENT (81260155)	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration and Purchasing Division
Solicitation Number CRFQ-0803-DOT2600000078-1
Digital Signature Transaction Management

AlxTel Proposal

17 March, 2026

Submitted To

John W Estep
2019 Washington ST E, Charleston, WV 25305,
john.w.estep@wv.gov
(304) 558-2566

Submitted By

AlxTel, Inc.
POC
Alaa Negeda
negeda@alxtel.com
240-293-4629



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Executive Summary

AlxTel Inc. is a Technology Service Provider. Incorporated in 2008, ALXTEL has been providing digital transformation and robotics solutions for consumers, businesses, and state and federal government agencies, and it has cultivated a track record of success. Headquartered in Silver Spring, Maryland, with two other offices in Lanham, MD, and Chevy Chase, MD, we can leverage our company's best assets to support our customers in ways others cannot.

We have no exceptions to the requirements of this RFP, the Contract, addendums, or any other attachments.

Challenges faced - Department of Administration and Purchasing Division, like many states, needs to modernize IT, with limited resources and funds to do so. Department of Administration and Purchasing Division must rely on experts to understand the unique challenges of delivering Department of Administration and Purchasing Division agencies to the residents of Maryland. The involvement of experts enables Department of Administration and Purchasing Division to focus on the critical functions of meeting its constituency's new and evolving demands and basic operational functions, instead of IT development. These IT tasks include - empowering implementation, delivering secure agility and open standards for DevSecOps, and seamless integration.

Empower - AlxTel Professional Services helps teams to quickly apply and mature the skills needed to adopt modern cloud-native technologies, along with adopting best practices of modern application development processes and techniques such as agile, DevSecOps, etc. AlxTel's Cloud Services for Application Under All public and private clouds, AlxTel's site reliability engineers (SREs) deliver expertise in hybrid cloud implementation, application modernization, data transformation, and enterprise automation. This enables Department of Administration and Purchasing Division to gain development agility, reduce operational complexity, and deliver business value faster. AlxTel Solutions and Professional Services provides systems management and maintenance services. Department of Administration and Purchasing Division gains the ability to scale confidently and with stability while keeping costs down.

AlxTel is interconnected with almost every major global infrastructure provider, application services, cloud-native application development, and automation solutions. Our enterprise-grade open-source commercial off-the-shelf (COTS) platforms maintain infrastructural interoperability. For 18 years, AlxTel has been one of the world's leading providers of modern, innovative enterprise software, built through an open-source development model, whereby COTS software is developed within an open-source community, and provides commercial quality and security assurance with subscription-based customer support. AlxTel solutions are designed to capitalize on agency architectures and State IT standards. This provides Department of Administration and Purchasing Division interoperability with other systems and networks, reliability, and maintainability while making the most cost-effective use of COTS products, Information Technology, and agency-wide resources.

Secure - Our experts assist you in building a secure, reliable, flexible foundation for hybrid cloud workloads to lower operational costs, reduce downtime, and increase productivity. Our team works to ensure that information and computing resources at all organizational levels meet security compliance requirements; including software/application and data security support, as well as disaster recovery planning and risk assessment.

In partnering with Department of Administration and Purchasing Division, AlxTel subject-matter experts (SMEs) and consultants adopt a mentor-based approach to provide technical expertise by educating, enabling, and empowering them to be able to adopt, operate, and maintain Red Hat technologies on their own, helping to provide security both inside and out.

Modernize - AlxTel Professional Services focuses on accelerating cloud adoption and acting as an enabling force for container platforms, DevOps, and other modernization initiatives. Our public sector team of experts has demonstrated the ability to break down the siloed nature of State government agencies and drive collaboration using a proven successful methodology for transformation that takes a holistic approach encompassing people, process, and technology.

AlxTel's approach to modernization empowers Department of Administration and Purchasing Division to extend the value of legacy systems, while incrementally transforming useful components. We accomplish this via agile development sprints and integration of modern open, API-enabled, interfaces. Our proposed solution enables new and existing systems to share data in real time and helps to drive automated and seamless business process flows. AlxTel solutions are all architected and built as loosely coupled technologies that compose an overall highly optimized architecture, enabling the many benefits of cloud environments and cloud provider services. At the same time, our platforms provide the same characteristics as on-premises data centers. Together, AlxTel provides a common, consistent foundation, which is highly portable among hybrid infrastructures. They enable both legacy and new applications to be more adaptable across Department of Administration and Purchasing Division Agencies environments.

ALXTEL differentiates itself well from similar companies by our tailoring services. We recognize that one size does not fit all. Rather than making you fit our solutions, we tailor the solutions to fit your unique requirements. We provide a variety of Professional Services that tailor our solutions to meet your specific industry and business needs. Whether you wish to implement a stand-alone application, or simply need some custom programming, our professional services are key to your success. Our professionals have the product knowledge, experience, and skills to assist you through any phase of your voice or speech project, ranging from requirements analysis to solution development/ customization, installation, rollout, and training. We specialize in deployments accomplished cost-effectively at the speed of need. On the other hand, we can be a one-stop shop for all technology needs through 100+ Technology partnerships and reseller agreements with almost every single major technology in the world.

AlxTel has an excellent performance record dealing with most of State of Maryland Departments such as the Maryland Department of Transportation (MDOT), Maryland Health Benefit Exchange (MHBE), Maryland Department of Information Technology (MDoIT), Maryland State Department of Education (MSDE), Maryland Department of Commerce(MDOC), Maryland Department of Labor (MDOL) Maryland State Board of Elections (SBE), Montgomery Collage and Baltimore Washington International Airport (BWI), Maryland Department of Public Safety & Correctional Services (DPSCS). In addition to different state governments such as North Carolina and the State of Hawaii plus many Federal agencies such as the Social Security Administration (SSA), Human and Health Services (HHS), Department of Homeland Security (DHS), US Coast Guard (USCG), Administration for Children Families (ACF).

AlxTel, Inc. Information Sheet

ALXTEL, INC. IN-DEPTH INFORMATION

Company Name	AlxTel, Inc.
Street Address	8403 Colesville Road Suite 1100
City, State, ZIP Code	Silver Spring, MD 20910
FEIN	261857843
D.U.N.S	825046894
UEA	H8ASFJ2CMM21
eMMA Vendor ID	SUP012674
Cage Code	8BS66
Maryland Department number	D12345880
Maryland SBR Certificate number	SB20-008632
US Chamber ID	10036616
FCC License ID	827326
Primary Contact	Alaa Negeda
Title	CEO
Telephone Number	240-293-4629
Fax Number	240-724-6589
E-mail Address	negeda@alxtel.com
Corporation Type	S-Corp
Organization Size	Small Business
Year Founded	2008

AlxTel Experience	
Enterprise Service Provider	18 years
Web and Internet Systems	14 years
Electronic Document Management	10 years
Software Engineering	16 years
Systems/Facilities Management and Maintenance	18 years
Information System Security	14 years
Application Service Provider	14 years
Telecommunications Financial and Auditing Consulting Services	18 years
IT Management Consulting Services	18 years
Business Process Consulting Services	10 years
Documentation/Technical Writing	18 years
Digital Marketing	12 years
SEO	12 years
IT Help Desk	12 years
Cyber Security	14 years
DevOps	12 years
Project Management	12 years
Call Centers	12 years
Robotics and Automation	10 years
Cloud Service	12 years
Staff Augmentation	10 years
Audio and Visual	8 years
Healthcare IT	8 years

Key Business Relationships

Federal Customers	<ol style="list-style-type: none"> 1. Department of Homeland Security (DHS) 2. Social Security Administration (SSA) 3. Environmental Protection Agency (EPA) 4. Human and Health Services (HHS) 5. National Park Services (NPS)
State of Maryland Customers	<ol style="list-style-type: none"> 1. Department of Transportation (MDOT) 2. Department of Safety and Correctional Services (DPSCS) 3. Department of Information Technology (MDoIT) 4. Department of Commerce (MDOC) 5. Department of Labor (MDOL) 6. Department of Budget & Management (MDBM) 7. Department of General Services (MDGS) 8. State Board of Elections (MSBE) 9. Maryland Health Benefit Exchange (MHBE) 10. Montgomery College 11. Washington County 12. Maryland Courts (MDCourts)
State of California	Eastern Municipal Water District
State of Hawaii	Department of Human Services
State of North Carolina	Department of Health and Human Services
State of Ohio	Columbus Metropolitan Library
Commercial Customers	<ol style="list-style-type: none"> 1. USA (Vonage, Vinculum, Verizon, Excel, Lingo, VOIPTel, Ultatel, American Axess, Alkaip, Teleconnect, Teleplus, Nobel LTD, + 22 Healthcare and Pharmacies). 2. 245 International Customers in Europe , Asia, LATAM, Africa

Key Partnerships

AlxTel during the past 18 years managed to be accredited and certified by almost every single major software, hardware, and technology service in the globe. AlxTel has 115 Partnership Agreement with Technology Vendors and over 250 partnership agreements with technology service providers as shown below:

Hardware Technologies	Cisco, IBM, Dell, HPE, Extreme Networks, Logitech, Polycom, Ribbon, Zebra, Broadcom, Patton, Netgear, Ruckus,etc.
Software Technologies	Atlassian, AXWAY, Citrix, Commvault, Docusign, Entrust, Ivanti, jamF, Kofax, Lansweeper, McAfee, Microfocus, RedHat, VMWare, ...etc
Cloud Providers	Microsoft Azure, Google Cloud, AWS, IBM Cloud, Alibaba Cloud, Oracle Cloud, IXCloud, Salesforce Cloud, ServiceNow Cloud, ... etc
Service Providers	AT&T, Verizon, Deutsche Telekom, Belgacom BICs, Austria Telecom, Slovak Telecom, Telecom Argentina, Vonage, Dialpad, Ringcentral, 8x8, Zoom, Sangoma, Airtel, Orange, PCCW, ... etc.





DocuSign, Inc.
221 Main Street, Suite 1550
San Francisco, CA 94105

Effective Date: November 18, 2024

Termination Date: November 17, 2025

Maryland Public Transportation
11767 Owings Mills Blvd
Owings Mills, MD 21117

RE: Letter of Authorization

LETTER OF AUTHORIZATION

This letter confirms that AlxTel, Inc. has entered into a contractual relationship with DocuSign, Inc. (“DocuSign”) for the resale and distribution of DocuSign products and services. Pursuant to this arrangement and subject to the agreed upon terms with DocuSign, Carahsoft may resell the DocuSign products and services through its selected third-party resellers.

DocuSign, as the “Manufacturer,” confirms that AlxTel, Inc. is an authorized partner in good standing as of the date above, and agrees to support Carahsoft as a distributor of the DocuSign products and services, in accordance with the parties’ contractual arrangement.

Sincerely,

Sincerely,

Name: Stephen Fink

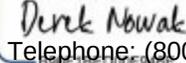
Name: Derek Nowak

Title: Renewals Manager

Title: VP, Partner Alliances

DocuSigned by:

Telephone: 571-662-3407
F91E34629D02443...
Email: stephen.fink@carahsoft.com

DocuSigned by:

Telephone: (800) 379-9973
Email: partners@docusign.com

AlxTel, Inc.

8403 Colesville Road Suite 1100
 Sliver Spring, Maryland20910, United States
 sales@alxtel.com
 https://www.alxtel.com



Ref #: Quo-20260317152310
 Date Created: 03-17-2026 15:35
 Due Date: 04-08-2026 21:59

Details: Department of Administration and Purchasing Division 03-17-2026-Department of Administration and Purchasing Division- Signature Transaction Management	Quotation For: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States	Ship To: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States
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Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	100	-	\$753.93	-	No	\$75,393.00
IAM for CXDocuSign, Inc. - DSI-0000760Start Date: 04/01/2026End Date: 03/31/2027								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.05	-	No	\$262,500.00
Automation Sends - Additional transactionsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2026End Date: 03/31/2027								
Automation Sends - Additional transactions	-	DSI-0000761	100000	-	\$1.05	-	No	\$105,000.00
Automation Sends - Additional transactionsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2026End Date: 03/31/2027								
Platinum Success Pack 25%	-	BUN-0000003	1	-	\$111,764.50	-	No	\$111,764.50
Platinum Success Pack 25% of recurring fees. The published \$0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 25.0% of the price you paid for the software license to bDocuSign, Inc. - BUN-0000003Start Date: 04/01/2026End Date: 03/31/2027								
Automation Sends - Additional transactions	-	DSI-0000761	150000	-	\$1.05	-	No	\$157,500.00
Automation Sends - Additional transactionsOptional Add-OnsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2026End Date: 03/31/2027								
Automation Sends - Additional transactions	-	DSI-0000761	200000	-	\$1.05	-	No	\$210,000.00
Automation Sends - Additional transactionsOptional Add-OnsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2026End Date: 03/31/2027								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.05	-	No	\$262,500.00
Automation Sends - Additional transactionsOptional Add-OnsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2026End Date: 03/31/2027								
IAM for CX	-	DSI-0000760	25	-	\$753.93	-	No	\$18,848.25
IAM for CXOptional Add-OnsDocuSign, Inc. - DSI-0000760Start Date: 04/01/2026End Date: 03/31/2027								

AlxTel, Inc.

8403 Colesville Road Suite 1100
Sliver Spring, Maryland20910, United States
sales@alxtel.com
https://www.alxtel.com



Ref #: Quo-20260317152310
Date Created: 03-17-2026 15:35
Due Date: 04-08-2026 21:59

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	50	-	\$753.93	-	No	\$37,696.50
IAM for CXOptional Add-OnsDocuSign, Inc. - DSI-0000760Start Date: 04/01/2026End Date: 03/31/2027								
IAM for CX	-	DSI-0000760	100	-	\$753.93	-	No	\$75,393.00
IAM for CXOptional Add-OnsDocuSign, Inc. - DSI-0000760Start Date: 04/01/2026End Date: 03/31/2027								
Custom Engagement - Per HourOptional Add-Ons	-	DSI-0000372	100	-	\$292.08	-	No	\$29,208.00
Custom Engagement - Per HourOptional Add-OnsDocuSign, Inc. - DSI-0000372Start Date: 04/01/2026End Date: 03/31/2027								

Sub-Total: \$1,345,803.25
Taxable Subtotal: \$0.00
Tax (0%): \$0.00
Grand Total: \$1,345,803.25

AlxTel, Inc.

8403 Colesville Road Suite 1100
Sliver Spring, Maryland 20910, United States
sales@alxtel.com
<https://www.alxtel.com>



Ref #: Quo-20260317152310
Date Created: 03-17-2026 15:35
Due Date: 04-08-2026 21:59

Note:

Delivery date within 10 days from the PO.

Payment terms: Net 30.

Base Year Quotation

Product Details

Signature
Seat Allowance: 100

Overage/Usage Fees

Automation Sends - Additional Transactions: \$5.29

Order Special Terms

Both parties hereby agree that the following Subscription(s), identified by their Subscription # and Order Start Date, will be terminated upon the Order Start Date of this Order Form:

August 09, 2025: Subscription # SUB-3389515-1 (Q-01827391/59567975)

A prorated credit for the prepaid portion of the remaining Term of all the above Subscription #(s) will be applied toward outstanding invoices and/or payment for this Order Form.

Terms & Conditions

QA Sandbox is also subject to the Terms and Conditions for DocuSign Sandboxes available online at: <https://www.docusign.com/company/terms-and-conditions/developers>.

AlxTel, Inc.

8403 Colesville Road Suite 1100
 Sliver Spring, Maryland20910, United States
 sales@alxtel.com
 https://www.alxtel.com



Ref #: Quo-20260317161808
 Date Created: 03-17-2026 16:26
 Due Date: 04-08-2026 21:59

Details: Department of Administration and Purchasing Division 03-17-2026-Department of Administration and Purchasing Division- Signature Transaction Management	Quotation For: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States	Ship To: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States
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Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	100	-	\$791.90	-	No	\$79,190.00
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2027 End Date: 03/31/2028								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.11	-	No	\$277,500.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2027 End Date: 03/31/2028								
Automation Sends - Additional transactions	-	DSI-0000761	100000	-	\$1.11	-	No	\$111,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2027 End Date: 03/31/2028								
Platinum Success Pack 25%	-	BUN-0000003	1	-	\$118,251.50	-	No	\$118,251.50
Platinum Success Pack 25% of recurring fees. The published \$0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 25.0% of the price you paid for the software license to b DocuSign, Inc. - BUN-0000003 Start Date: 04/01/2027 End Date: 03/31/2028								
Automation Sends - Additional transactions	-	DSI-0000761	150000	-	\$1.11	-	No	\$166,500.00
Automation Sends - Additional transactionsOptional Add-OnsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2027End Date: 03/31/2028								
Automation Sends - Additional transactions	-	DSI-0000761	200000	-	\$1.11	-	No	\$222,000.00
Automation Sends - Additional transactionsOptional Add-OnsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2027End Date: 03/31/2028								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.11	-	No	\$277,500.00
Automation Sends - Additional transactionsOptional Add-OnsDocuSign, Inc. - DSI-0000761Start Date: 04/01/2027End Date: 03/31/2028								
IAM for CX	-	DSI-0000760	25	-	\$791.90	-	No	\$19,797.50
IAM for CXOptional Add-OnsDocuSign, Inc. - DSI-0000760Start Date: 04/01/2027End Date: 03/31/2028								

AlxTel, Inc.

8403 Colesville Road Suite 1100
Sliver Spring, Maryland20910, United States
sales@alxtel.com
https://www.alxtel.com



Ref #: Quo-20260317161808
Date Created: 03-17-2026 16:26
Due Date: 04-08-2026 21:59

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	50	-	\$791.90	-	No	\$39,595.00
IAM for CXOptional Add-OnsDocuSign, Inc. - DSI-0000760Start Date: 04/01/2027End Date: 03/31/2028								
IAM for CX	-	DSI-0000760	100	-	\$791.90	-	No	\$79,190.00
IAM for CXOptional Add-OnsDocuSign, Inc. - DSI-0000760Start Date: 04/01/2027End Date: 03/31/2028								
Custom Engagement - Per HourOptional Add-Ons	-	DSI-0000372	100	-	\$292.95	-	No	\$29,295.00
Custom Engagement - Per HourOptional Add-OnsDocuSign, Inc. - DSI-0000372Start Date: 04/01/2027								

Sub-Total: \$1,419,819.00
Taxable Subtotal: \$0.00
Tax (0%): \$0.00
Grand Total: \$1,419,819.00

Note:

Optional - Year 1 Quotation

AlxTel, Inc.

8403 Colesville Road Suite 1100
 Sliver Spring, Maryland20910, United States
 sales@alxtel.com
 https://www.alxtel.com



Ref #: Quo-20260317162629
 Date Created: 03-17-2026 16:32
 Due Date: 04-08-2026 21:59

Details:	Quotation For:	Ship To:
Department of Administration and Purchasing Division 03-17-2026-Department of Administration and Purchasing Division- Signature Transaction Management	Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States	Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	100	-	\$831.33	-	No	\$83,133.00
IAM for CX Optional Add-Ons DocuSign, Inc. - DSI-0000760Start Date: 04/01/2028End Date: 03/31/2029								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.16	-	No	\$290,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2028End Date: 03/31/2029								
Automation Sends - Additional transactions	-	DSI-0000761	100000	-	\$1.16	-	No	\$116,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2028End Date: 03/31/2029								
Platinum Success Pack 25%	-	BUN-0000003	1	-	\$123,521.25	-	No	\$123,521.25
Platinum Success Pack 25% of recurring fees. The published \$0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 25.0% of the price you paid for the software license to b DocuSign, Inc. - BUN-0000003Start Date: 04/01/2028End Date: 03/31/2029								
Automation Sends - Additional transactions	-	DSI-0000761	150000	-	\$1.16	-	No	\$174,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2028End Date: 03/31/2029								
Automation Sends - Additional transactions	-	DSI-0000761	200000	-	\$1.16	-	No	\$232,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2028End Date: 03/31/2029								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.16	-	No	\$290,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2028End Date: 03/31/2029								
IAM for CX	-	DSI-0000760	25	-	\$831.33	-	No	\$20,783.25
IAM for CX Optional Add-Ons DocuSign, Inc. - DSI-0000760Start Date: 04/01/2028End Date: 03/31/2029								

AlxTel, Inc.

8403 Colesville Road Suite 1100
Sliver Spring, Maryland20910, United States
sales@alxtel.com
https://www.alxtel.com



Ref #: Quo-20260317162629
Date Created: 03-17-2026 16:32
Due Date: 04-08-2026 21:59

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	50	-	\$831.33	-	No	\$41,566.50
IAM for CX Optional Add-Ons DocuSign, Inc. - DSI-0000760Start Date: 04/01/2028End Date: 03/31/2029								
IAM for CX	-	DSI-0000760	100	-	\$831.33	-	No	\$83,133.00
IAM for CX Optional Add-Ons DocuSign, Inc. - DSI-0000760Start Date: 04/01/2028End Date: 03/31/2029								
Custom Engagement - Per HourOptional Add-Ons	-	DSI-0000372	100	-	\$293.95	-	No	\$29,395.00
Custom Engagement - Per Hour Optional Add-Ons DocuSign, Inc. - DSI-0000372Start Date: 04/01/2028End Date: 03/31/2029								

Sub-Total: \$1,483,532.00
Taxable Subtotal: \$0.00
Tax (0%): \$0.00
Grand Total: \$1,483,532.00

Note:

Optional - Year 2 Quotation

AlxTel, Inc.

8403 Colesville Road Suite 1100
 Sliver Spring, Maryland20910, United States
 sales@alxtel.com
 https://www.alxtel.com



Ref #: Quo-20260317163246
 Date Created: 03-17-2026 16:37
 Due Date: 04-08-2026 21:59

Details: Department of Administration and Purchasing Division 03-17-2026-Department of Administration and Purchasing Division- Signature Transaction Management	Quotation For: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States	Ship To: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States
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Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	100	-	\$873.55	-	No	\$87,355.00
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2029 End Date: 03/31/2030								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.22	-	No	\$305,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2029 End Date: 03/31/2030								
Automation Sends - Additional transactions	-	DSI-0000761	100000	-	\$1.22	-	No	\$122,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2029 End Date: 03/31/2030								
Platinum Success Pack 25%	-	BUN-0000003	1	-	\$129,989.75	-	No	\$129,989.75
Platinum Success Pack 25% of recurring fees. The published \$0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 25.0% of the price you paid for the software license to b DocuSign, Inc. - BUN-0000003Start Date: 04/01/2029End Date: 03/31/2030								
Automation Sends - Additional transactions	-	DSI-0000761	150000	-	\$1.22	-	No	\$183,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2029End Date: 03/31/2030								
Automation Sends - Additional transactions	-	DSI-0000761	200000	-	\$1.22	-	No	\$244,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2029End Date: 03/31/2030								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.22	-	No	\$305,000.00
Automation Sends - Additional transactions Optional Add-Ons DocuSign, Inc. - DSI-0000761Start Date: 04/01/2029End Date: 03/31/2030								
IAM for CX	-	DSI-0000760	25	-	\$873.55	-	No	\$21,838.75
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2029 End Date: 03/31/2030								

AlxTel, Inc.

8403 Colesville Road Suite 1100
Sliver Spring, Maryland20910, United States
sales@alxtel.com
https://www.alxtel.com



Ref #: Quo-20260317163246
Date Created: 03-17-2026 16:37
Due Date: 04-08-2026 21:59

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	50	-	\$873.55	-	No	\$43,677.50
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2029 End Date: 03/31/2030								
IAM for CX	-	DSI-0000760	100	-	\$873.55	-	No	\$87,355.00
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2029 End Date: 03/31/2030								
Custom Engagement - Per HourOptional Add-Ons	-	DSI-0000372	100	-	\$294.95	-	No	\$29,495.00
Custom Engagement - Per Hour Optional Add-Ons DocuSign, Inc. - DSI-0000372 Start Date: 04/01/2029 End Date: 03/31/2030								

Sub-Total: \$1,558,711.00
Taxable Subtotal: \$0.00
Tax (0%): \$0.00
Grand Total: \$1,558,711.00

Note:

Optional - Year 3 Quotation

AlxTel, Inc.

8403 Colesville Road Suite 1100
 Sliver Spring, Maryland 20910, United States
 sales@alxtel.com
 https://www.alxtel.com



Ref #: Quo-20260317163833
 Date Created: 03-17-2026 16:45
 Due Date: 04-08-2026 21:59

Details: Department of Administration and Purchasing Division 03-17-2026-Department of Administration and Purchasing Division- Signature Transaction Management	Quotation For: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States	Ship To: Name: John W Estep Email: john.w.estep@wv.gov Phone: +1 (304) 558-2566 Address: 2019 Washington ST E, Charleston, State of West Virginia, 25305, United States
--	--	--

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	100	-	\$916.59	-	No	\$91,659.00
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2030 End Date: 03/31/2031								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.28	-	No	\$320,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2030 End Date: 03/31/2031								
Automation Sends - Additional transactions	-	DSI-0000761	100000	-	\$1.28	-	No	\$128,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2030 End Date: 03/31/2031								
Platinum Success Pack 25%	-	BUN-0000003	1	-	\$136,351.00	-	No	\$136,351.00
Platinum Success Pack 25% of recurring fees. The published \$0.01 price is not the Customer's final price. The purchase price of the software maintenance is based on a Commercial List Price that is 25.0% of the price you paid for the software license to b DocuSign, Inc. - BUN-0000003 Start Date: 04/01/2030 End Date: 03/31/2031								
Automation Sends - Additional transactions	-	DSI-0000761	150000	-	\$1.28	-	No	\$192,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2030 End Date: 03/31/2031								
Automation Sends - Additional transactions	-	DSI-0000761	200000	-	\$1.28	-	No	\$256,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2030 End Date: 03/31/2031								
Automation Sends - Additional transactions	-	DSI-0000761	250000	-	\$1.28	-	No	\$320,000.00
Automation Sends - Additional transactions DocuSign, Inc. - DSI-0000761 Start Date: 04/01/2030 End Date: 03/31/2031								
IAM for CX	-	DSI-0000760	25	-	\$916.59	-	No	\$22,914.75
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2030 End Date: 03/31/2031								

AlxTel, Inc.

8403 Colesville Road Suite 1100
Sliver Spring, Maryland20910, United States
sales@alxtel.com
https://www.alxtel.com



Ref #: Quo-20260317163833
Date Created: 03-17-2026 16:45
Due Date: 04-08-2026 21:59

Product	SKU	MP No	Qty	MSRP	Rate	Discount	Tax	Amount
IAM for CX	-	DSI-0000760	50	-	\$916.59	-	No	\$45,829.50
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2030 End Date: 03/31/2031								
IAM for CX	-	DSI-0000760	100	-	\$916.59	-	No	\$91,659.00
IAM for CX DocuSign, Inc. - DSI-0000760 Start Date: 04/01/2030 End Date: 03/31/2031								
Custom Engagement - Per HourOptional Add-Ons	-	DSI-0000372	100	-	\$295.95	-	No	\$29,595.00
Custom Engagement - Per Hour Optional Add-Ons DocuSign, Inc. - DSI-0000372Start Date: 04/01/2030End Date: 03/31/2031								

Sub-Total: \$1,634,008.25
Taxable Subtotal: \$0.00
Tax (0%): \$0.00
Grand Total: \$1,634,008.25

Note:

Optional - Year 4 Quotation

|| REFERENCE

REFERENCE NO. 1		(Department of Transportation - The Secretary's Office (TSO))
Contact Name:	Jordan Byrd	
Address	7201 Corporate Center Dr, Hanover, State of Maryland, 21076	
Email	jbyrd4@mdot.maryland.gov	
Phone	(410) 865-1205	
Time period in which work was performed	12 Month	
Short description of work performed	Geonex Integration Platform - Starter	
Awarded Amount	\$ 25,204.05	
REFERENCE NO. 2		(Maryland Insurance Administration)
Contact Name	Eunice Kariuki	
Address	200 Saint Paul Place Suite 2700, Baltimore, MD 21202	
Email	eunice.kariuki1@maryland.gov	
Phone	(410) 468-2000	
Time period in which work was performed	One Year	
Short description of work performed	Document and email management	
Awarded Amount	\$39,437.80	
REFERENCE NO. 3		(Maryland Public Television)
Contact Name:	Debra Simms	
Address	11767 Owings Mills Boulevard, Owings Mills, State of Maryland, 21117	
Email	dsimms@mpt.org	
Phone	4410-581-4240	
Time period in which work was performed	12 Month Term	
Short description of work performed	Adobe Products	
Awarded Amount	\$39,801.12	



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

May 27, 2025

For Informational Purposes
8403 COLESVILLE RD
SILVER SPRING MD 20910-6331

Account Information:

Policy Holder Details :	AlxTel, Inc
--------------------------------	--------------------



Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2025

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 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 MARSH & MCLENNAN AGENCY LLC/PHS 22270718 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (800) 417-6635 (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED AlxTel, Inc 8403 COLESVILLE RD SILVER SPRING MD 20910-6331		INSURER A : Hartford Underwriters Insurance Company INSURER B : Hartford Fire Insurance Company INSURER C : Hartford Insurance Company of the Southeast INSURER D : INSURER E : INSURER F :	NAIC# 30104 19682 38261

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			22 SBM BG6LSY	07/01/2025	07/01/2026	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
							GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			22 SBM BG6LSY	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			22 SBM BG6LSY	07/01/2025	07/01/2026	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	22 WEC BG6LT7	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$1,000,000
							E.L. DISEASE -EA EMPLOYEE \$1,000,000
B	FailSafe Technology Errors or Omissions Liability			22 SBM BG6LSY	07/01/2025	07/01/2026	Each Wrongful Act Aggregate Limit \$3,000,000 \$3,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
 8403 COLESVILLE RD
 SILVER SPRING MD 20910-6331

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) AlxTel, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 8403 Colesville Road Suite 1100	Requester's name and address (optional)
	6 City, state, and ZIP code Silver Spring, MD 20910	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
2	6	-	1	8	5	7	8	4	3

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 11-23-2024
------------------	--------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REQUEST FOR QUOTATION
Digital Signature and Transaction Management

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation, Information Technology Division (WVDOT-IT) to establish an open-end contract for Digital Transaction Management (DTM) and eSignature Technologies.

The solution shall be capable of scaling to an enterprise-wide solution that shall provide DTM and eSignature capabilities for both business and engineering business processes across the WVDOT enterprise. WVDOT shall have the ability to securely engage participants both inside and outside of the state network. It shall include all technologies needed to digitally manage transactions in a completely electronic manner. This includes but is not limited to cloud services, e-signature, digital signature, mobile transaction capabilities, document handling, data capture and workflow.

The term of this contract shall be for one (1) year, with four (4) successive one-year options for renewal. WVDOT currently has (426) DocuSign License subscriptions with a total of (20,000) envelopes for the year. (311) of these licenses are for Senders, (20) for Viewers and (86) are template creators.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“Application Programming Interface (API)”** is a set of subroutine definitions, protocols, and tools for building application software.
 - 2.5 **“Common Criteria”** The Common Criteria for Information Technology Security Evaluation (abbreviated as Common Criteria or CC) is an international standard (ISO/IEC 15408) for computer security certification.
 - 2.6 **“Digital Signature”** is defined as digital technology employed to provide a layer of validation and security for an eSignature, that provides the receiver with assurance that the message was sent by the claimed sender.
 - 2.7 **“Digital Transaction Management (DTM)”** is a category of services that digitally manage document transactions in a completely electronic manner. It includes content management, e-signatures, authentication and nonrepudiation, document transfer and certification and other processes used to manage electronic transactions and the documents associated with them.

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- 2.8 **“DOT”** refers to West Virginia Department of Transportation.
- 2.9 **“EAL4+”** (evaluation assurance level) 4+
- 2.10 **“eSignature”** is defined as any electronic data that carries the intent of a signature.
- 2.11 **“FedRAMP”** The Federal Risk and Authorization Management Program, or FedRAMP, is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. <https://www.fedramp.gov/>
- 2.12 **“FIPS 140-2”** The Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2, is a U.S. government computer security standard used to approve cryptographic modules
- 2.13 **“REST”** (Representational State Transfer) or RESTful web services are a way of providing interoperability between computer systems on the Internet.
- 2.14 **“Single-Sign On (SSO)”** is a property of access control of multiple related, yet independent, software systems.
- 2.15 **“SOAP”** (Simple Object Access Protocol) is a messaging protocol that allows programs that run disparate operating system to communicate.
- 2.16 **“SMS”** (SMMessage Service) is a text messaging service component of most telephone, World Wide Web, and mobile device systems.
- 2.17 **“WVDOT-IT”** stands for West Virginia Department of Transportation, Information Technology Division.
- 2.18 **“WVDOT User”** is defined as an employee of the West Virginia Department of Transportation.
- 2.19 **“OUTSIDE User”** is defined as a person that WVDOT has included in a Digital Signature transaction.

3. GENERAL REQUIREMENTS:

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

3.1.1 GENERAL

- 3.1.1.1** Shall provide a Digital Transaction Management (DTM) environment that enables DOT to digitally manage document-based transactions.

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3.1.1.2 Shall provide for implementation of Digital Signature, eSignature and Workflow technology that can be implemented as needed for the appropriate business processes.

3.1.1.3 Shall adhere to the West Virginia legal guidelines for digital signature and shall meet or exceed the requirements as listed in WV Code, Chapter 39A Electronic Commerce; reference link: <http://www.wvlegislature.gov/WVCODE/code.cfm?chap=39A&art=1>

3.1.2 FORMS

3.1.2.1 Form elements shall include:

3.1.2.1.1 The ability to make calculations that can be automated based on conditions

3.1.2.1.2 Signature and Optional Signatures,

3.1.2.1.3 Initials and Optional Initials

3.1.2.1.4 Data Fields

3.1.2.1.5 Radio Buttons

3.1.2.1.6 Drop-Down Lists.

3.1.3 MOBILITY - Web, Mobile Applications and Integrations

3.1.3.1 Supported Mobile Operating Systems shall include:

3.1.3.1.1 Apple iOS 7.0 and above

3.1.3.1.2 Android 4.0 and above

3.1.3.1.3 Microsoft Windows 10 and above.

3.1.3.2 Supported Internet browser environments shall include:

3.1.3.2.1 Internet Explorer (Windows) 11 and above

3.1.3.2.2 Google Chrome (Windows, iOS and Android) 90 and above

3.1.3.2.3 Mozilla Firefox

3.1.3.2.4 Apple Safari

3.1.3.2.5 Microsoft Edge

3.1.3.3 Signing application shall be available free and available for download.

3.1.3.4 Signing application shall include the following mobile functionality:

3.1.3.4.1 Create Documents

3.1.3.4.2 Tag Documents

3.1.3.4.3 Send Documents

3.1.3.4.4 Sign Documents

3.1.3.4.5 Shall enable the use of mobile digital signatures from a mobile device.

3.1.3.5 Shall include the ability to work both online and offline.

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3.1.4 DEPLOYMENT - Installation needs and available deployment options.

3.1.4.1 Shall not require the local installation of Adobe Reader or Adobe Acrobat to complete signing.

3.1.5 SIGNATURE

3.1.5.1 Shall offer digital signatures and support digital certificates from multiple certificate authorities in the cloud.

3.1.5.2 Shall have the ability to decline signing a document with explanation.

3.1.5.3 Shall include the ability to accept disclosure language before completing the document.

3.1.5.4 Shall have the ability to issue digital certificates for signers.

3.1.5.5 Shall have the ability to sign using a digital certificate in the cloud without having to download the document to the local machine.

3.1.5.6 Shall have the ability to retain documents within the existing IT domain.

3.1.5.7 Shall supply proof of signer identity, signer intent and document integrity.

3.1.5.8 Shall create legally compliant digital records that guarantee transparency, auditability and accountability based on signature validation for signers using PDF readers.

3.1.5.9 Shall not require local installation to be used or needed to verify signed files.

3.1.5.10 Shall have the ability to include a graphical signature from a local file.

3.1.6 LICENSE SUBSCRIPTION, TRANSACTIONS AND TEMPLATES

3.1.6.1 Docusign IAM for CX, SKU # DSI-0000760 OR EQUAL subscriptions shall be configured to allow a minimum of One Hundred (100) Seats/Volume. Additional options for higher volumes can be specified in Exhibit A-Pricing Page.

3.1.6.1.1 The vendor may provide seats subscription pricing for optional year renewals, see Exhibit A-Pricing Page.

3.1.6.1.2 Transaction volumes shall be shared among seats and pooled at the account level for the effective life of the contract. For example: if DOT procures 3 seats subscriptions with 500 transactions each, then a total of 1,500 transactions is available. User A may utilize 250 and User B utilize 500, User C 750.

3.1.6.1.3 Each transaction shall be capable of including an unlimited number of documents. The DTM system itself shall not limit the size of the document.

3.1.6.1.4 Shall be able to send documents from the following cloud repositories: Box, Drop Box, One Drive, and Google Drive.

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- 3.1.7.4 Shall be able to send the same document(s) to a list of recipients simultaneously (parallel workflow).
- 3.1.7.5 Shall be able to send a package of documents through a workflow to multiple recipients and control which users can see which documents within the package.
- 3.1.7.6 Shall be able to allow signers and senders to comment to each other within the solution before the signing is complete.
- 3.1.7.7 Shall allow senders to make changes to the document or workflow after it has been sent out without having to cancel the transaction and start over.
- 3.1.7.8 Shall include the ability to create automated notifications and reminders that are customizable.
- 3.1.7.9 Shall have a method to handle multiple signers that are using digital certificates.
- 3.1.7.10 Sender shall have the ability to determine which type of digital certificate the signer is required to sign with.

3.1.8 AUTHENTICATION

- 3.1.8.1 Shall have an authentication method available to confirm signer identity.
- 3.1.8.2 Methods of user account authentication shall include:
 - 3.1.8.2.1 Phone
 - 3.1.8.2.2 SMS
 - 3.1.8.2.3 Knowledge Based Authentication (KBA)
- 3.1.8.3 Shall include single sign on (SSO) capabilities

3.1.9 RETENTION

- 3.1.9.1 Shall have a document security option that allows the administrator to set the number of days that completed, declined, and voided documents are retrained.
- 3.1.9.2 Documents and Audit trail information shall by default have an indefinite retention period.

3.1.10 PLATFORM

- 3.1.10.1 Average system availability shall be more than 99.5%
- 3.1.10.2 Shall have redundant and geo-dispersed data centers.
- 3.1.10.3 DOT shall be able to choose where their data and transactions are located and stored.
- 3.1.10.4 Vendor shall maintain a written business continuity and disaster recovery plan that addresses the availability of the DTM system.
- 3.1.10.5 Shall be capable of functioning across heterogenous computing platforms.

3.1.11 INTEGRATION

- 3.1.11.1 Shall have an open published API that is easily accessible to DOT developers to integrate into DOT applications.

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3.1.11.1.1 APIs shall be available in both REST and SOAP

3.1.11.1.2 Tools available to support APIs shall:

3.1.11.1.2.1 Have a developer center/forum.

3.1.11.1.2.2 Offer certificate-based API security access for integrated applications.

3.1.11.1.2.3 Allow third party systems to retrieve data, documents and audit information from the solution.

3.1.11.1.2.4 Be able to provide real times status / event updates to third-party applications.

3.1.11.1.2.5 Offer a dedicated SDK for IOS mobile development.

3.1.11.1.2.6 Offer a dedicated SDK for Android mobile development.

3.1.11.1.2.7 Support embedded features for use directly in third-party applications for web and mobile.

3.1.11.1.2.8 Offer a testing environment for development and testing of applications.

3.1.11.1.2.9 Include at a minimum the following integrations/pre-built connectors/drivers that are out-of-the box.

3.1.11.1.2.9.1 BlueBeam

3.1.11.1.2.9.2 Adobe Reader and Adobe Acrobat.

3.1.11.1.2.9.3 Microsoft Office 2016 applications.

3.1.12 ADDITIONAL REQUIREMENTS

3.1.12.1 Shall include an option for document storage.

3.1.13 SCALABILITY AND LICENSING

3.1.13.1 Shall have the ability to support growing transaction volumes.

3.1.13.2 Shall have the ability to support multiple locations.

3.1.13.3 DOT shall have the ability to pool the total number of transactions so that they are available to all licensed users.

3.1.13.4 Unused transactions will roll over and be available for use for the life of the contract.

3.1.13.5 DOT shall have the ability to procure additional transactions for the license pool.

3.1.14 SECURITY

3.1.14.1 Solution shall be able to ensure sensitive customer data is encrypted at rest and in motion.

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- 3.1.14.2 Vendor data centers shall be fire-wall protected with border routers configured to defend against network attacks like Distributed Denial of Service (DDoS).
- 3.1.14.3 DOT shall have the option of storing and managing encryption keys on-premises or in a private cloud for advanced security.
- 3.1.14.4 Vendor shall provide documentation that they conduct periodic penetration testing by qualified third parties.

3.1.15 MONITORING AND INCIDENT RESPONSE

- 3.1.15.1 Shall have in place a process for monitoring for fraud and malicious activities.
- 3.1.15.2 Shall offer a Trust Center that will work with DOT and OT resources to remediate reported data and security issues.

3.1.16 COMPLIANCE

- 3.1.16.1 Solution shall be ISO (International Organization for Standardization) 27001:2013 (<https://www.iso.org/standard/54534.html>) and SSAE (Statement of Standards for Attestation Engagements) 16 SOC (Service Order Controls) 1 and 2 (http://ssae16.com/SSAE16_overview.html) certified as an information security management system . These certifications signify that the vendor is operating a secure infrastructure and resilient environment.
- 3.1.16.2 Shall be FedRamp authorized <https://www.fedramp.gov/>

3.1.17 ENFORCEABILITY

- 3.1.17.1 Solution shall include an audit trail that includes message origin, author, content, and time of transmission for each transaction.
- 3.1.17.2 Audit trail shall contain verifiable chain of custody that includes document/transaction, meta data and history.
- 3.1.17.3 The audit trail shall be auto-generated, digitally signed and tamper-evident.
- 3.1.17.4 Solution shall provide an exportable log of transaction activities.
- 3.1.17.5 It shall be possible to validate the integrity of signed documents and the transaction history without needing to consult the electronic signature provider.
- 3.1.17.6 Shall comply with the following laws/regulations
 - 3.1.17.6.1 U.S. ESIGN Act
 - 3.1.17.6.2 State Laws modeled after the 1999 UETA
 - 3.1.17.6.3 eIDAS regulation
 - 3.1.17.6.4 EU Directive on eSignature 1999/93/EC
 - 3.1.17.6.5 UK Electronic Communication Act (2000)
- 3.1.17.7 Vendor shall be able to warrant compliance with the above laws and be available to testify in court to the validity of transactions created with the proposed solution.

3.1.18 VENDOR EXPERIENCE

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- 3.1.18.1** System shall be currently in use in situations that involve high volume transaction and multi-location environments.
- 3.1.18.2** System shall currently be in use for organizations that require digital sealing of engineering plan sets.
- 3.1.18.3** Vendor shall have a dedicated security team.

3.1.19 SERVICES and SUPPORT

- 3.1.19.1** Remote Professional services shall be available, on an hourly basis, to assist DOT in developing templates, workflows, integration, etc. Rates shall be detailed in Exhibit A-Pricing Page.
 - 3.1.19.1.1** For all services, Vendor shall submit a Statement of Work (SOW) that will be approved by WVDOT prior to commencing work. Procurement of Services is optional.
- 3.1.19.2** Support shall be available 8:00 a.m. to 5:00 p.m. EST
 - 3.1.19.2.1** Shall offer online and telephone support for DOT staff and Outside Users DOT has included in the process.
- 3.1.19.3** Training and Education.
 - 3.1.19.3.1** Online Self-paced and Online Instructor Led training shall be available.
 - 3.1.19.3.1.1** Online self-paced General User instruction shall be available for ALL DOT and Outside Users that are included in the transaction process. This can be through videos or online content. This training shall be available during the life of the contract.
 - 3.1.19.3.1.2** An Online Instructor Led Administration course shall be available. Procurement of this training is optional.

3.1.20 COST

All costs shall be included in Exhibit A-Pricing Page.

- 3.1.20.1** Vendor shall provide unit pricing for all software products necessary to meet the requirements included in this RFQ.
- 3.1.20.2** Vendor shall provide unit pricing based on an hourly rate for all professional services that are to be provided under this contract.
- 3.1.20.3** Vendor shall include a reinstatement fee for the forty-eight (48) Agency owned DocuSign eSignature Enterprise Pro with 100 Transactions licenses that expired on 04/08/2023.

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4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on Exhibit A-Pricing Page.
- 4.2 Pricing Page:** Vendor should complete the Pricing Page by completing Price Page – Exhibit A. Vendor should complete the Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [insert buyer's contact info.].

5. ORDERING AND PAYMENT:

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

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

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

7. VENDOR DEFAULT:

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

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

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

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

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

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

Contract Manager: Alaa Negeda

Telephone Number: 240-293-4629

Fax Number: 240-724-6589

Email Address: bids@alxtel.com

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one year effective April 1 2026. The Initial Contract Term 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 the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

the contract will continue for _____ years;

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

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

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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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 not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

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

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

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

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

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

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 www.state.wv.us/admin/purchase/privacy.

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.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

(Printed Name and Title) Alaa Negeda / President

(Address) 8403 Colesville Road Suite 1100, Silver Spring, MD 20910

(Phone Number) / (Fax Number) 240-293-4629 / 240-724-6589

(email address) bids@alxtel.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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) AlxTel, Inc.

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)
Alaa Negeda / President

(Phone Number) (Fax Number)
240-293-4629 / 240-724-6589

(Email Address)
Bids@alxtel.com