

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Global Science & Technology Inc.  
(Company)

Sandra Stewart  
(Authorized Signature)

Sandra Stewart, Director of Contracts  
(Representative Name, Title)

304-534-3128      304-534-3296  
(Phone Number)      (Fax Number)

June 11, 2014  
(Date)

Global Science & Technology  
2000 GREEN RIVER DRIVE, Suite 100  
FAIRMONT, WV 26554-9790

06/12/14 10:59:13AM  
West Virginia Purchasing Division

REQUEST FOR QUOTATION  
DMV140330 Application Xtender Software,  
Licenses and Maintenance

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Motor Vehicles (DMV) a contract for the purchase of Licenses, Software and maintenance for Application Xtender. Application Xtender is currently used in several areas of the Department of Transportation, and this upgrade will allow DMV to migrate from antiquated technology into new up to date technology that is compatible with existing environments.
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 Services”** means Installation, Maintenance and Support of all Hardware and Software under this contract.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as DMV140330.
  - 2.4 **“Implement”** means the Installation and configuration of Software.
  - 2.5 **“Software”** means Operating System and/or applications, or storage platform with solutions for application aware management, security and compliance, file retention, file reduplication with compression for greater efficiency, adding storage on demand and additional software add-ons as needed or requested residing on the hardware that manages and houses the stored files/data.
3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:
  - 3.1 Vendor shall be authorized by the manufacturer to provide the goods and support Services described in Section 4.
4. **GENERAL REQUIREMENTS:**
  - 4.1 **Mandatory Requirements and Deliverables:** Must meet or exceed the mandatory requirements listed below.

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- 4.1.1 **Quantity 2** - APPXTENDER SERVER CORE PACKAGE  
- 25 CC USER PACK v.6.5
- 4.1.2 **Quantity 50** - APPXTENDER IMAGE ENHANCER  
(formerly known as Pegasus ScanFix) v.6.5
- 4.1.3 **Quantity 2** - APPXTENDER WEB PUBLIC ACCESS  
(READ ONLY) - 25 CC USER PACK v.6.5
- 4.1.4 **Quantity 1** - APPXTENDER WORKFLOW MANAGER  
SERVER v.6.5
- 4.1.5 **Quantity 1** - APPXTENDER WORKFLOW MANAGER -  
FORMS v.6.5
- 4.1.6 **Quantity 1** - APPXTENDER WORKFLOW MANAGER -  
5 CC USER PACK v.6.5
- 4.1.7 **Quantity 1** - APPLICATIONXTENDER REPORTS  
MANAGEMENT PACKAGE v.6.5
- 4.1.8 **Quantity 50** - AX NOTES ADD-IN
- 4.1.9 **Quantity 50** - AX RUBBERBAND BASED OCR ADD-  
IN
- 4.1.10 **Quantity 50** - AX TEMPLATE BASED OCR ADD-IN

#### **4.2 Maintenance and Support**

**4.2.1 All software support must include 1 year of 24 hour per day, 7 day per week, and 365 day per year coverage with a maximum 4 hour response time per instance, with two (2), one (1) year renewal periods. A change order will be issued to activate the additional software support beyond year one (1) at the cost listed on the price sheet.**

#### **4.3 Installation:**

**4.3.1** Installation, set-up and testing of the Software will be performed by the awarded Vendor at no additional cost.

#### **4.4 Acceptance of Software:**

**4.4.1** Upon completion of installation and testing by the awarded vendor and approval by the Agency, the Agency will provide a written letter of confirmation to capture the full functionality and acceptance of the products on Agency letterhead. This letter will act as necessary

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documentation to signify the start date of the maintenance. West Virginia Purchasing Division will issue a Change Order to capture this date. Future maintenance renewals will be issued by the request from this date.

**5. CONTRACT AWARD:**

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.
- 5.2 Pricing Page:** Vendor should complete the Pricing Page by providing a total cost for maintenance, licenses and software. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing page to prevent errors in the evaluation. Vendor may request an electronic copy of the pricing page by e-mail at [beth.a.collins@wv.gov](mailto:beth.a.collins@wv.gov).

**6. DELIVERY AND RETURN:**

- 6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to:

Division of Motor Vehicles  
1317 Hansford Street  
Charleston, WV 25301

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract 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:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 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. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 8. PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 9. MISCELLANEOUS:**
- a. 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:** Sandra Stewart  
**Telephone Number:** 304-534-3128 X 118  
**Fax Number:** 304-534-3296  
**Email Address:** Sandra.Stewart@gst.com

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Global Science & Technology Inc.  
Company

Andrea Stewart, Dir. of Contracts  
Authorized Signature

June 11, 2014  
Date

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

RFQ No. DMV140330

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Global Science & Technology Inc.

Authorized Signature: Sandra Stewart, Dir. of Date: 06/09/2014  
CONTRACTS

State of West Virginia

County of Mason, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of June, 2014.

My Commission expires August 3, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Linda Kay Connor

*Purchasing Affidavit (Revised 07/01/2012)*





# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Global Science & Technology Inc Signed: Sandra Stewart  
 Date: 04/09/2014 Title: Director of Contracts



ITEM	Description	Proposed Brand	Proposed Model/Part Number	Unit of Measure	Unit Price	Estimated Quantity	Extended Price
1	APPXTENDER SERVER CORE PACKAGE - 25 CC USER PACK v.6.5	EMC	457-100-246	Each	22125.00	2	44250.00
2	APPXTENDER IMAGE ENHANCER (formerly known as Pegasus ScanFix) v.6.5	EMC	456-102-320	Each	59.00	50	2950.00
3	APPXTENDER WEB PUBLIC ACCESS (READ ONLY) - 25 CC USER PACK v.6.5	EMC	456-102-308	Each	5162.50	2	10325.00
4	APPXTENDER WORKFLOW MANAGER SERVER v.6.5	EMC	456-102-314	Each	1475.00	1	1475.00
5	APPXTENDER WORKFLOW MANAGER - FORMS v.6.5	EMC	456-102-313	Each	1475.00	1	1475.00
6	APPXTENDER WORKFLOW MANAGER - 5 CC USER PACK v.6.5	EMC	456-102-310	Each	3245.00	1	3245.00
7	APPLICATIONXTENDER REPORTS MANAGEMENT PACKAGE v.6.5	EMC	457-100-251	Each	5900.00	1	5900.00
8	AX NOTES ADD-IN	GST	GST-AX-NOTES	Each	250.00	50	12500.00
9	AX RUBBERBAND BASED OCR ADD-IN	GST	GST-AX-OCR-RB	Each	250.00	50	12500.00
10	AX TEMPLATE BASED OCR ADD-IN	GST	GST-AX-OCR-T	Each	250.00	50	12500.00
11	SOFTWARE SUPPORT 1ST YEAR	EMC/GST		Each	24208.00	1	24208.00
12	SOFTWARE SUPPORT 2ND YEAR	EMC/GST		Each	26670.00	1	26670.00
13	SOFTWARE SUPPORT 3RD YEAR	EMC/GST		Each	29337.00	1	29337.00
	<b>TOTAL</b>						187335.00
	*Vendor should not alter pricing sheet.						
	*Pricing sheet must be all-inclusive price, to include travel and installation costs.						