



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 2

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1001341

Procurement Type: Central Master Agreement

Vendor ID: VS0000018643

Legal Name: REVOLUTION DATA SYSTEMS LLC

Alias/DBA:

Total Bid: \$283,686.84

Response Date: 03/09/2022

Response Time: 14:03

Responded By User ID: Rjourdan

First Name: Robin

Last Name: Jourdan

Email: rjourdan@revolutiondata:

Phone: 9858880091

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT2200000009

Published Date: 3/7/22

Close Date: 3/10/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No. 1 APPLICATION XTENDER

Total of Header Attachments: 2

Total of All Attachments: 2



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: 1001341
Solicitation Description: Addendum No. 1 APPLICATION XTENDER LICENSE,MAINT,SUPPORT
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-10 13:30	SR 0705 ESR03092200000005502	1

VENDOR
VS0000018643
REVOLUTION DATA SYSTEMS LLC

Solicitation Number: CRFQ 0705 LOT2200000009
Total Bid: 283686.8400000000256113708019 **Response Date:** 2022-03-09 **Response Time:** 14:03:57
Comments:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Signature X	FEIN#	DATE
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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	Software maintenance and support	0.00000			283686.84

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: See Exhibit A for full descriptions and Optional products

Extended Description:

Specification 4.1.1
 Application Xtender License, Maintenance and support
 VENDORS SUBMITTING BIDS ELECTRONICALLY SHOULD ENTER THE TOTAL BID AMOUNT IN THE CONTRACT AMOUNT SECTION OF

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Revolution Data Systems, LLC

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

State of Louisiana

County of St Tammany Parish, to-wit:

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

My Commission expires At Death, 20

AFFIX SEAL HERE

NOTARY PUBLIC

Marie Betts

Louisiana Notary Public # 159677

St. Tammany Parish *Statewide Jurisdiction

Commissioned for life

Purchasing Affidavit (Revised 01/19/2018)



REVOL-1

OP ID: MF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2022

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

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

PRODUCER Morrison Insurance Agency, Inc 4444 York Street, Suite 201 Metairie, LA 70001 Paul R. Maddox, III		504-888-9393	CONTACT NAME: Paul R. Maddox, III PHONE (A/C, No, Ext): 504-888-9393 FAX (A/C, No): 504-888-9996 E-MAIL ADDRESS: tmaddox@morrison-ins.com
INSURED Revolution Data Systems, LLC 70161 Hwy 59, Suite G Abita Springs, LA 70420		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hallmark Insurance Company	NAIC # 34037
		INSURER B: AmGuard Insurance Co	42390
		INSURER C: NorGUARD Ins Co	31470
		INSURER D: National Union Fire Insurance	19445
		INSURER E: Admiral Insurance Company	24856
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G17400782-6	06/03/2021	06/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			REAU259689	09/22/2021	09/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU021372714	09/08/2021	09/08/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	REWC251767	06/04/2021	06/04/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Errors & Omissions			EO00002930407	06/03/2021	06/03/2022	Aggregate \$ 1,000,000

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

CERTIFICATE HOLDER

WVLOTTE

WV Lottery
PO Box 2067
900 Pennsylvania Ave
Charleston, WV

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

Quantities are for evaluation purposes only, if ordered by CDO, actual licenses will be shown.

Software Module		Licensing/ Maintenance Year 1	Licensing/ Maintenance Year 2	Licensing/ Maintenance Year 3	Licensing/ Maintenance Year 4	Licensing/ Maintenance Cost For 4 years
Enhanced Workflow Modules						
New Licenses (25 CC)		\$31,625.00	\$7,782.91	\$8,327.71	\$8,910.65	\$56,646.27
ECMT Workflow Software includes: 25CC user license, 5CC Test License, Software support until 12/26/2022. If not purchased until 2023 support cost added to year 1 will be \$7,273.75						

3.4 ApplicationXtender**Professional Services**

Note estimated quantity is assumed to be 1 hour each, total is rate for each year times 1 hour.

Hourly Rates

Position	Est Qty					Total 4 Years
Developer/Programmer						
Regular (8-5)		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$1,000.00
Emergency (non 8-5)		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$1,280.00
Onsite		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$1,280.00
Systems Engineer						
Regular (8-5)		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$1,000.00
Emergency (non 8-5)		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$1,280.00
Onsite		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$1,280.00
Systems Support						
Regular (8-5)		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$1,000.00
Emergency (non 8-5)		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$1,280.00
Onsite		\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$1,280.00
Training Services		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$1,000.00
Project Management		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$1,000.00
					Subtotal	\$12,680.00
					Professional Services	

		TOTAL COST	
		SOFTWARE MAINTENANCE SUBTOTAL +	\$283,686.84
		PROFESSIONAL SERVICES SUBTOTAL	

TOTAL COST**\$283,686.84****OPTIONAL PRODUCTS**

Existing Licenses 1 TEST		\$246.74	\$264.01	\$282.49	\$302.27	\$1,095.51
4.1.1.4 Workflow Manager User						
Reinstatement Fees						\$0.00
Existing Licenses (25 cc) PROD		\$5,427.82	\$5,807.77	\$6,214.31	\$6,649.31	\$24,099.21
Existing Licenses (5 cc) TEST		\$542.78	\$580.77	\$621.43	\$664.93	\$2,409.91
4.1.1.5 Liquid Office (1/14/22 Expiration)						
Reinstatement Fees		\$957.57				\$957.57
Existing Licenses (25 cc) PROD		\$32,518.66	\$34,794.97	\$37,230.61	\$39,836.76	\$144,381.00
Existing Licenses (5 cc) TEST						\$0.00

Per OpenText West Virginia Lottery owns the following Liquid Office licenseing. LO Server Suite, 50 named users, Forms Designer, 50 Public Access Option. Support pricing is based on this licensing.

4.1.1.6 Appxtender/OCR Server						
Reinstatement Fees						\$0.00
Existing Licenses (1) PROD		\$394.75	\$422.38	\$451.95	\$483.59	\$1,752.67
4.1.1.7 Appxtender Connector						
Reinstatement Fees						\$0.00
Existing Licenses (5 cc) PROD		\$493.43	\$527.97	\$564.93	\$604.47	\$2,190.80
Existing Licenses (5 cc) TEST		\$241.35	\$258.24	\$276.32	\$295.66	\$1,071.58
Subtotal License/Maintenance						\$271,006.84

cc = Concurrent User License

Note there are production licenses (PROD) and Test System Licenses

Exhibit A - Pricing Page

Vendor must provide the individual cost breakdown for the components listed below. If there are additional costs as detailed in
cc = Concurrent User License

Software Module		Licensing/ Maintenance Year 1	Licensing/ Maintenance Year 2	Licensing/ Maintenance Year 3	Licensing/ Maintenance Year 4	Licensing/ Maintenance Cost For 4 years
4.1.1.1 Server Core Package and user licenses (All AX licenses expired December 26,2021)						
Reinstatement Fees		\$2,496.80				\$2,496.80
Prime Protect - Required by OpenText when reinstating AX support		\$3,618.57	\$3,871.87	\$4,142.90	\$4,432.90	\$16,066.24
Existing Licenses (50 cc) PROD		\$14,802.50	\$15,838.68	\$16,947.38	\$18,133.70	\$65,722.26
Existing Licenses (5 cc) TEST		\$740.14	\$791.95	\$847.39	\$906.70	\$3,286.18
4.1.1.2 Workflow Manager Server						
Reinstatement Fees						\$0.00
Existing Licenses 1 PROD		\$493.43	\$527.97	\$564.93	\$604.47	\$2,190.80
Existing Licenses 1 TEST		\$246.74	\$264.01	\$282.49	\$302.27	\$1,095.51
4.1.1.3 Workflow Manager Forms						
Reinstatement Fees						\$0.00
Existing Licenses 1 PROD		\$493.43	\$527.97	\$564.93	\$604.47	\$2,190.80

REQUEST FOR QUOTATION
ApplicationXtender Maintenance, Support and Professional Services

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

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Robin Jourdan
Telephone Number: 985-588-0051
Fax Number: 985-588-0092
Email Address: jourdan@revolutiondatasystems.com

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The Pricing Pages contain 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.

Ordering Procedure: Agency will issue a Statement of Work (SOW) for the successful vendor to provide a not to exceed price for services provided under this contract. The agency will utilize this to create an Agency Delivery Order (ADO). This process will also be utilized for any new licenses being purchased under this contract.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay fee or hourly rate as shown on the Pricing pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of WV.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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- 4.1.5.4 The workflow component creates notifications or alerts via emails to notify entire teams, groups or individuals who need to be informed on pending tasks;
- 4.1.5.5 The solution provides automated digital workflows to route documents for review and approval;
- 4.1.5.6 Workflows are built using a browser-based, graphical workflow designer that doesn't require any custom-coding or scripting;
- 4.1.5.7 Workflows are static or dynamic/conditional in nature, where workflow processes alter based upon conditions within a document's indices or e-form data fields;
- 4.1.5.8 Workflows are sequential or parallel in nature;
- 4.1.5.9 Workflows involve individuals or groups as actors in the workflow process;
- 4.1.5.10 Workflow supports role-based workflow actors;
- 4.1.5.11 Data collected within an e-form is exported at any point in the workflow process;
- 4.1.5.12 Data fields are updated based on workflow actions at any point in the workflow process;
- 4.1.5.13 SQL Data can be imported via an Administrative User Interface;
- 4.1.5.14 All Workflow data points are stored in SQL and easily accessible;
- 4.1.5.15 Workflow History is available from the ApplicationXtender Toolbar; and,
- 4.1.5.16 The Workflow supports Document Level Security for the Workflow Tasks.

5. CONTRACT AWARD:

- 5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 **Pricing Pages:** Vendor should complete the Pricing Pages by entering costs or hourly rates into each section of the Pricing Page. Each current product has a line to enter re-instatement fees if applicable. Certain optional products are shown at the bottom after the cost subject to scoring. These may or may not be ordered during this contract. Include any applicable documentation about your solution related to these optional items. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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ApplicationXtender Maintenance, Support and Professional Services

4.1.4.2 Vendor MUST proactively work to avoid system operational issues and to identify and resolve possible system performance issues. In the event issues are identified, the Vendor MUST work with Agency personnel to recommend and implement of corrections.

4.1.4.2.1 Vendor MUST also provide for on-going maintenance and support for the Agency system to ensure continued system functionality and net worthiness. This may include but not be limited to installation of software updates (i.e. Java) to address released/published security vulnerabilities.

4.1.4.3 Vendor MUST advise Agency personnel on potential system upgrades, enhancements and maintenance.

4.1.4.4 Vendor MUST provide for both onsite and off-site technical support for the AX system.

4.1.4.5 Vendor must be available during normal business hours of 8:00 am and 5:00pm EST, Monday through Friday, excluding WV State and Federal Holidays. Vendor must also be available on an "on call" basis in case of emergencies after normal business hours.

4.1.4.5.1 Vendor MUST provide emergency services in the event of a system failure or any emergency situation. The Agency is a 24 hour per day/7 day a week operation; as a result, the system must be operational at all times. The Vendor will be authorized to bill for emergency services based on the hourly rate in Exhibit A Pricing Page. Any work performed on an emergency basis must be approved and coordinated by Agency personnel.

4.1.5 Enhanced Workflow. The Lottery is seeking pricing for the optional purchase of this module which will enhance the base features provided by AX:

4.1.5.1 The solution allows the ability for workflows to cross departmental boundaries;

4.1.5.2 The solution provides a work queue for documents or other content awaiting review by a person or group;

4.1.5.3 Direct integration with ApplicationXtender/AppEnhancer;

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will be authorized to bill for services incurred on behalf of the Agency. Such services **MUST** be detailed in a separate SOW and approved by Agency personnel.

4.1.3.11 Vendor **MUST** work with Agency personnel to comprehensively test proposed modifications to the AX system prior to introducing such changes into the production environment. Agency does maintain a test data system (WVL-AXTEST). Vendor shall be responsible for making sure it is synchronized with production system for testing purposes. Services shall not be invoiced or approved for payment, until such services have been accepted and approved by appropriate Agency personnel. Vendor shall submit a written report of test results and allow a minimum of two weeks for agency testing. Agency will approve and confirm that results have been approved for payment.

4.1.3.12 Listed below are examples of SOWs that may be developed from the resulting contract. The successful vendor shall have staff that are trained and capable of providing the following services.

4.1.3.12.1 Develop an agency plan for current and future initiatives;

4.1.3.12.2 Upgrade the system to current versions;

4.1.3.12.3 Migrate documents and data from older AX and Documentum systems to new software versions and hardware;

4.1.3.12.4 Configuration of new AX applications;

4.1.3.12.5 Implement additional AX modules;

4.1.3.12.6 Development and configuration of automated document retention policies that will enforce agency approved document retention policies for documents which are currently stored in the AX repository.

4.1.3.12.7 Development of procedures for disaster recovery and business continuation in the event of a system failure.

4.1.3.12.8 User and system administration training. Training curriculum will be thoroughly detailed in each SOW.

4.1.3.12.9 Weekly monitoring of the Agency AX system.

4.1.4 Ongoing Services for System Support and Maintenance.

4.1.4.1 Vendor must provide technical support for all aspects of the AX system.

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4.1.3.4 Each SOW must be mutually approved by both the Agency and Vendor prior to any work being performed.

4.1.3.5 Each SOW must include specific requirements that will be reviewed and agreed upon by the Vendor and Agency.

4.1.3.5.1 The requirements will serve as the final check off for the agency to review prior to signing off that tasks are completed for the implementation.

4.1.3.6 Vendor **MUST** define staffing criteria in the SOW and the number of hours for services that will be necessary to complete the defined task. The SOW will include a detailed list of expectations and deliverables along with an anticipated time frame for completion.

4.1.3.7 Vendor's representative may be expected to work both onsite and remotely via remote access. Any remote access must be scheduled in advance and approved by the AX System Administrator. In addition, project personnel must be able to work flexible hours to accommodate Agency system users by providing system maintenance during hours which do not affect operations.

4.1.3.7.1 It will be the **agencies discretion** to require onsite or offsite services for each project. This requirement will be discussed prior to the development of the SOW.

4.1.3.7.2 If onsite services are necessary, these shall be detailed in the SOW and use the hourly rate for "Onsite" that is specified in the cost table, **Exhibit A**. All travel expenses must be incorporated into the onsite hourly rate. See **Section 8 TRAVEL**.

4.1.3.8 Vendor **MUST** provide Agency with detailed system documentation for all changes, modifications or enhancements that are performed on the AX system.

4.1.3.9 When necessary, Vendor **MUST** collaborate with the Agency and other 3rd party subject matter experts/software manufacturers on strategic planning to ensure future system operability.

4.1.3.10 If a 3rd party consultant is required, the Vendor will be authorized to contract for these services on behalf of the Agency with prior authorization. The Agency reserves the right to approve all 3rd party personnel. The Vendor

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- 4.1.2 Vendor shall provide Software Technical Support/Maintenance** for ApplicationXtender software that is utilized by the Agency. This includes yearly fees paid to the software owner, OpenText, for software license support and continuing access to the maintenance and upgrades for the ApplicationXtender Content Management System shall be detailed in **Exhibit A – Pricing**:
- 4.1.2.1 Vendor shall provide a primary technical support phone number and primary technical support email address.**
 - 4.1.2.2 Vendor shall provide a minimum response time of two (2) hours call back for support requests during normal business hours of 8:00 a.m through 5:00 p.m. Monday through Friday excluding WV state holidays.**
 - 4.1.2.3 Vendor must also be capable of providing an onsite resource within six (6) hours of request for onsite assistance. This is necessary due to the critical nature of the documents maintained in the Lottery system.**
- 4.1.3 Professional Services Requirements and Deliverables:** This will be an open end contract to provide hours for AX Professional Services. Hourly rates and professional roles shall be detailed in **Exhibit A - Pricing**.
- 4.1.3.1 Vendor MUST bid hourly rates which will be used to perform system enhancements, upgrades, implementation, analysis, and project planning for all project tasks.**
 - 4.1.3.2 Work performed MUST be invoiced monthly and include documentation of work completed for the hours being billed.**
 - 4.1.3.3 Vendor MUST meet with Agency personnel to develop a Statement of Work (SOW). Success of the AX system is dependent on the Vendor's understanding of the Agency business practices and procedures. The Vendor will be required to work with Agency subject matter experts. This may involve conducting interviews and observing work being performed. The Vendor MUST utilize this understanding of the Agency work processes to implement document management and workflow technologies and to develop, recommend and execute processes that optimize business efficiency through process improvement.**

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- 4.1.1.2.9 Customizable process documentation templates.**
- 4.1.1.2.10 A consolidated view of all process attributes such as implementation status and process owner.**
- 4.1.1.2.11 Version control, tracking and auditing for process changes.**
- 4.1.1.2.12 Workflows for process automation requests.**
- 4.1.1.3 Workflow Manager Forms shall provide:**
 - 4.1.1.3.1 A form designer that can integrate with workflow.**
- 4.1.1.4 Workflow Manager User shall provide:**
 - 4.1.1.4.1 The ability to apply workflow permissions to users.**
 - 4.1.1.4.2 The ability to see who has access to which records.**
 - 4.1.1.4.3 Who has permission to delete records.**
- 4.1.1.5 Liquid Office shall provide:**
 - 4.1.1.5.1 A web-based solution for creating, deploying and automatically managing the routing, tracking, and approval process for electronic forms.**
- 4.1.1.6 Appxtender/OCR Server shall provide:**
 - 4.1.1.6.1 Functionality for performing optical character recognition of scanned forms.**
- 4.1.1.7 Appxtender/Connector shall provide:**
 - 4.1.1.7.1 Functionality integrating business applications with Appxtender.**

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4.1.1.1.13 Must include ApplicationXtender Software Development Kit (SDK), Customization Development Kit (CDK), and Web Services Documentation Kit:

4.1.1.1.13.1 Documentation and samples that illustrate the capabilities of the AX Programming Interfaces (APIs).

4.1.1.1.13.2 Reference documentation for REST interface as well as the existing SOAP and COM Interfaces.

4.1.1.1.13.3 Code for samples provided

4.1.1.1.13.4 Code for common operations.

4.1.1.1.13.5 Access to the HTML5 document viewer for displaying and manipulating AX documents.

4.1.1.2 ApplicationXtender Workflow Manager shall provide:

4.1.1.2.1 A workflow solution featuring process and forms design, workflow management, and analysis tools.

4.1.1.2.2 Workflow samples, design environment, built in reporting and forms support

4.1.1.2.3 An editor for design of forms that include text input fields, checkboxes, radio buttons and drop-down menus.

4.1.1.2.4 The ability to link forms to a process.

4.1.1.2.5 The ability to call forms within a workflow step.

4.1.1.2.6 The ability to apply validation rules to form fields.

4.1.1.2.7 The ability to manage processes by categories.

4.1.1.2.8 The ability to coordinate tasks assigned to teams.

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4.1.1 ApplicationXtender Software Licenses and Maintenance: The vendor shall provide costs for maintenance of the following software modules. User licensing of the modules shall be on a concurrent user basis. Modules include:

4.1.1.1 ApplicationXtender Server Core Package: This content management system shall have the capability to provide capture, document management, workflow, secure storage and retrieval of business content (content may be paper, digital or information transformed in the system to an open format). Must have the ability to store and organize information based on meaning and context for specific business needs. Shall include the following capabilities:

4.1.1.1.1 Must use Hypertext Markup Language (HTML) 5 technology

4.1.1.1.2 Document check-in and check-out

4.1.1.1.3 Rubber stamp

4.1.1.1.4 Annotations

4.1.1.1.5 Minor and major revisions

4.1.1.1.6 Retention management

4.1.1.1.7 Business application integration

4.1.1.1.8 Support for Digital signatures.

4.1.1.1.9 Must support policy based retention, legal hold and disposition rules.

4.1.1.1.10 Must be able to integrate with MS Office applications.

4.1.1.1.11 Must include a web-based interface for Administration of the system.

4.1.1.1.12 Must include Retention Manager.

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- 3.16** Vendor shall have experience configuring automated Microsoft SQL (or equal), processes or jobs that execute programmed queries against independent databases and then uses the results to populate or index values in AX.
- 3.17** The Vendor shall have experience in converting Centera Storage to current file/block storage systems, such as EMC Isilon, Netapp, or HPE Cohesity. WVL is in the process of upgrading Servers/Storage. Note that depending on schedules, a final vendor will be selected and this specification will be revised accordingly. Vendor shall have experience, knowledge, of the technologies and utilities to manage all the complexities of the data migration process, including data reconciliation reports, and data replication in the source database (Centera) during the migration process.
- 3.18** Vendor shall have experience configuring and implementing AX with SQL Server version 2008 through 2017.
- 3.19** Vendor shall have experience working with API interfaces that assist in uploading data from a SQL database to an ApplicationXtender application (cabinet);
- 3.20** Vendor shall have a minimum of three (3) Systems Engineers who can provide installation and maintenance services for Document Imaging.
- 3.21** Vendor shall have a minimum of three (3) Systems Support staff who can work on Lottery issue.
- 3.22** Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

4. MANDATORY REQUIREMENTS:

- 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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- 3.4 Vendor must provide References that verify experience installing and supporting content management systems with the ApplicationXtender software discussed in this RFQ.**
- 3.5 Vendor must supply contact information for resources assigned to the agency system. Vendor must also identify a primary contact person with telephone number and email address to manage technical support requests.**
- 3.6 Vendor shall identify resources meeting the requirements outlined in this document.**
- 3.7 Changes to resources, during the course of this contract, must be approved by agency personnel and shall meet all requirements detailed in this RFQ.**
- 3.8 Vendor shall provide documentation demonstrating that a minimum of two resources have experience consistent with the requirements stated in this section.**
- 3.9 Vendor shall have documented experience with programming using AX (or equal), custom script tools and workflow development. The Vendor shall submit documentation of AX installations where this capability was used.**
- 3.10 Vendor shall have documented experience working with the AX Web Component (or equal), in a system that has multiple user locations.**
- 3.11 Vendor shall have documented experience working with the AX (or equal), workflow component.**
- 3.12 Vendor shall have experience with Microsoft SQL Server design and programming.**
- 3.13 Vendor shall have experience working with Microsoft Azure or an equivalent cloud-based server.**
- 3.14 Vendor shall have experience configuring and maintaining a batch scanning environment.**
- 3.15 Vendor shall have experience with configuring automated document index processes that utilize a key field to retrieve corresponding data values from a backend database, for example: License Number (key field) retrieves name, status from a SQL database for a given License Number.**

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“EMC” is the previous creator and owner of the ApplicationXtender suite of software products. It is now OpenText.

“Pricing Page” means the pages, contained wvOASIS or attached hereto as **Exhibit A**, upon which Vendor should list its proposed price for the Contract Services. Note the pricing page will also contain line items for software products that might be used as an overlay to base AX modules, those prices are ‘per license’ and are not part of the price quotation but are optional services.

“Microsoft SQL” means the data base software product developed by Microsoft. It is anticipated that the vendor responsible for the server/storage upgrade RFP will upgrade SQL from 2008 R2 to 2017. SQL is used in production as a single instance Virtual Machine (VM).

“Professional Services” refers to both onsite and offsite vendor expertise used to support, maintain, and enhance the AX system.

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

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

“Statement of Work” (SOW) refers to a written detailed estimate of the work proposed and the number of hours that will be needed for a specific AX technical solution requested by the agency.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 Vendor’s primary representative will be required to work directly with the WVL System Administrators or designee for the duration of this contract. Prior to commencing any work under this contract, services must be approved by WVL.

3.2 The Agency reserves the right to approve all resources assigned to perform contract services.

3.3 Vendor must currently have, and must commit to maintain for the term of this contract, experienced and qualified resources to support all technologies utilized in the system.

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WVL currently owns twenty (20) LO licenses, version 16.2.0, which renew for maintenance on 1/14/2022.

These three products are utilized as an Enterprise Document Management System at the agency headquarters in Charleston and offices located throughout the state.

The content management system resides on servers located at the Lottery Data Center in Charleston, WV, with a redundant data center in Bridgeport, WV having a second Centera storage device which is replicated from Charleston. If the operational data center is Bridgeport, the replication path will be reversed. The Storage Devices utilized will be replicated by system processes and are not the responsibility of this Vendor other than the initial setup of the new Storage. WVL is upgrading many of their business processes which are dependent upon this system for document storage and is looking to add additional functionality (such as workflow, reporting, and additional information exchange with other systems) to the WVL content management system.

Exhibit C is included, as information only, to document the user base and the diversity of their duties.

Exhibit D is included to provide information about the applications (cabinets) that are currently used in the AX System.

Exhibit E documents the servers utilized by the content management system and their capacities. Note a separate project (RFP) is underway to replace, modernize and expand servers and storage.

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.

“Agency” means the West Virginia Lottery (WVL).

“ApplicationXtender” (AX) is the name of the Content Management system which is sold/supported by Open Text. The name was changed to OpenText Application Content Management and will be rebranded as Application Enabler.

<https://www.opentext.com/products-and-solutions/products/enterprise-content-management/application-content-management>.

“Contract Services” means ApplicationXtender Professional Services that are described within this RFQ and includes programming, development, configuration, implementation, and project management as more fully described in these specifications.

“DO” means Delivery Order (ADO/CDO) that will be generated based on approved Statement of Work documents for services

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- b. Implement additional AX modules such as:
- ApplicationXtender Software Development Kit (SDK)
 - Customization Development Kit (CDK)
 - Web Services Documentation Kit
 - ApplicationXtender Web Public Access
 - ApplicationXtender Image Enhancer
 - Ascent Capture Enhanced Release Script for ApplicationXtender
 - ApplicationXtender Workflow Manager
 - ApplicationXtender Reports Management Package
- c. Expand the system to include AX workflow or a vendor supported system that works with AX workflow but provides additional functionality or improved end user experience; and,
- d. Development of additional functionality to meet the needs of the Lottery.
2. Install the web-based version of ApplicationXtender which will replace existing desktop installations.
3. Assist WVL IT staff with development of training for web-based ApplicationXtender; and,
4. Assist WVL programming staff with upgrades of the API like interface used to provide/receive data to/from content management system using SQL databases where the content is entered as part of WVL business applications.

Each professional services engagement will require the development of a detailed Statement of Work (SOW) and utilize the hourly rate set by the resulting contract. The SOW will be developed in collaboration with the successful Vendor and the Agency. It will outline the services and approval process required along with a detailed list of deliverables, deadlines, and payment structure. Each SOW will result in a delivery order resulting from this contract. In the event of a system failure or if maintenance is required to prevent a system failure, services will be billed on an as needed basis; however, prior authorization will be required.

BACKGROUND: WVL currently owns fifty (50) concurrent user AX licenses, version 7.0.260.0 which renew for maintenance on 12/26/21. WVL currently owns twenty-five (25) concurrent workflow user licenses, version 7.0.260.0 which renew for maintenance on 12/26/21.

WVL currently owns five (5) Kofax concurrent station licenses, Image Volume License (600k pages/year version 1.3.1080) which renew for maintenance on 9/30/2022.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery (WVL) to establish an open-end contract for Licenses, Technical Support/Maintenance, and Professional Services of an ongoing content management system. The content management system that is used throughout the Lottery is comprised of the following Commercial Off-the-shelf Software (COTS): Kofax Capture (Kofax), OpenText ApplicationXtender (AX), and OpenText LiquidOffice (LO). Note that LiquidOffice and Kofax are not part of this procurement but are identified to help vendors understand the environment of Document Imaging at the Lottery.

The successful vendor shall provide all costs and services needed to obtain Licensing and Software Technical Support/Maintenance from the software manufacturer for continuing access to the maintenance and upgrades for the ApplicationXtender Content Management System. Software upgrades will be performed by the vendor in consultation with the Lottery.

Exhibits included with this RFQ are:

1. **Exhibit A – Pricing Pages**
2. **Exhibit B – Vendor References**
3. **Exhibit C – User Counts at WVL**
4. **Exhibit D – Current AX Applications (Cabinets)**
5. **Exhibit E – Servers and Storage**

The pricing page will include a line item for each module that is currently being used in a production environment to provide a place to record first year re-instatement fees, if applicable.

It will also include pricing for an optional module, which will NOT be part of the score for evaluation, but may be acquired at any time during the term of this contract.

The Vendor will be required to provide Professional Services (Programming) during the term of the contract to support, maintain, and enhance the system on an ongoing basis.

Services will include migrating data and documents from the current Lottery Centera Worm storage/hardware to new storage with the vendor not yet known (RFP for new servers and storage in process, potential storage systems could be one of EMC Isilon, Netapp, or HPE Cohesity, or other similar systems).

Additional Services may include but are not limited to:

1. Developing a plan and gathering requirements from WV Lottery for current and future initiatives:
 - a. Configuration of new AX applications (cabinets);

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT22*9

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)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Resolution Data Systems, LLC
Company

John J. Jorde
Authorized Signature

3/7/2022
Date

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

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.

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

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Revolution Data Systems, LLC
(Company)
Robin Jordan Accounting Manager
(Authorized Signature) (Representative Name, Title)
Robin Jordan Accounting Manager
(Printed Name and Title of Authorized Representative)
3/7/2022
(Date)
985-888-0091 | 985-888-0092
(Phone Number) (Fax Number)

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

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

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

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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, 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: \$500,000.00 per occurrence.

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

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

☐ **Cyber Liability Insurance** in an amount of: _____ 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.

☐☐☐☐

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

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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.

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

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

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.

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.

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

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

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

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

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

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

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

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

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

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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

Bid Opening Date and Time: Tuesday March 8, 2022 @ 1:30 p.m.

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

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

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

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

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Tuesday March 1, 2022 @ 4:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Application XTender License, Maintenance and Support
BUYER: Toby L Welch
SOLICITATION NO.: CRFQ LOT2200000009
BID OPENING DATE: Tuesday March, 8 2022
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

Revised 02/08/2022

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/08/2022

	Document Phase	Document Description	Page 3
LOT2200000009	Draft	APPLICATION XTENDER LICENSE,MAINT,SUPPORT	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish an open-end contract for licenses, maintenance, technical support and professional services of an ongoing content management system (OpenText Application Xtender-AX) as explained further herein, per the bid requirements, specifications, term and conditions attached to this solicitation.

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software maintenance and support	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Specification 4.1.1

Application Xtender License, Maintenance and support

VENDORS SUBMITTING BIDS ELECTRONICALLY SHOULD ENTER THE TOTAL BID AMOUNT IN THE CONTRACT AMOUNT SECTION OF OASIS.

****Vendors must fill out Exhibit A in its entirety and submit the pricing page with their bids.****

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 4:00 p.m.	2022-03-01

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT22*9

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Revolution Data Systems LLC
Company
[Signature]
Authorized Signature
3/7/2022
Date

ATTACHMENT A

SOLICITATION NUMBER: CRFQ LOT2200000009

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No. 1 is issued for the following reasons:

- 1) To publish a copy of vendors questions with responses.
- 2) To modify the bid opening date from 3/8/22 to 3/10/22.

--no other changes--

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

Terms and Conditions:

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

ADDITIONAL INFORMATION

Addendum No. 1 is issued for the following reasons:

- 1) To publish a copy of vendors questions with responses.(as attached)
- 2) To modify the bid opening date from 3/8/22 to 3/10/22.

--no other changes--

INVOICE TO		SHIP TO	
LOTTERY PO BOX 2067		LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software maintenance and support	0.00000			

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Specification 4.1.1

Application Xtender License, Maintenance and support

VENDORS SUBMITTING BIDS ELECTRONICALLY SHOULD ENTER THE TOTAL BID AMOUNT IN THE CONTRACT AMOUNT SECTION OF OASIS.

****Vendors must fill out Exhibit A in its entirety and submit the pricing page with their bids.****

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 4:00 p.m.	2022-03-01



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: 1001341

Doc Description: APPLICATION XTENDER LICENSE,MAINT,SUPPORT

Reason for Modification:

Addendum No. 1 is issued to publish the questions and answers and to modify the bid opening date.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-07	2022-03-10 13:30	CRFQ 0705 LOT2200000009	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name: VS0000018643 Revolution Data Systems, LLC

Address: 70161 Hwy 59

Street: Ste 6

City: Abita Springs

State: LA

Country: U.S.

Zip: 70420

Principal Contact: Robin Jowden

Vendor Contact Phone: 985-888-0091

Extension: 1012

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN#

47-3866543

DATE

3/7/2022

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



Revolution Data Systems

Corporate Resume

Presented to:

West Virginia Lottery

CRFQ 0705 LOT22000000009

March 8, 2022

Our Mission

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

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

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

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

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

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

Revolution Data Systems, LLC

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

Company Focus

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

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

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

Technical Qualifications

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

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

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

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

Customer Engagement

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

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

Our professional automation consultants help you

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

Exhibit A – Reseller Letter



February 28, 2022

To whom it may concern,

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

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

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

Sincerely,

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

Exhibit B – Technical Resume

ROBERT P. LUDLAM

QUALIFICATIONS

Innovative results-oriented software engineer and technical support professional with successful track record in many aspects of software architecture, implementation, and support for the last 9 years. Prior to that experience in system administration, networking operations, systems support, troubleshooting, helpdesk management, user and group policies, security, and disaster recovery. Skilled in analyzing, creating, and delivering software solutions for a wide array of different types of customers. Consistently delivers quality solutions to meet prescribed project schedules and meet customers' requirements. Expertise in planning and executing new or streamlined processes to increase operational efficiency. An excellent communicator and team player capable of interfacing at all levels and providing high level of service to users.

PROFESSIONAL EXPERIENCE

Sr. Software Engineer

REVOLUTION DATA SYSTEMS (The Windward Group April 2014-June 2015) June 2015-Present

- Design ECM software solutions for all different industries of customers using ApplicationXtender, Captiva Capture, and ApplicationXtender Workflow software from OpenText.
- Work closely with development to design and Implement custom C# integrations with the above suite of software to meet customer needs.
- Deployed OEM ECM platform of ApplicationXtender in Azure for internal customers for flexibility of having their ECM in the cloud.
- Support customer base of more than 100 of Open Text products.
- Performed many large customer migrations from other ECM products to ApplicationXtender and Captiva Capture.

System Engineer

DELTA COMMUNITY CREDIT UNION

Jan. 2010-April 2014

- Implement and administer enterprise content management system using Dell/EMC ApplicationXtender, DiskXtender, and Centera.
- Responsible for all server and workstation patching and third-party software updates ensuring all systems stay up to date and comply with Business Security Officer's standards.
- Responsible for building new servers, virtualizing servers, and upgrading end of life servers while documenting the server builds and conforming within company standards.
- Work with Microsoft 2008 R2 domain, active directory, and group policy to push software and lock down workstations enabling all PCs to be consistent and more easily managed. Upgraded entire Windows 2003 domain to Windows 2008 R2 which included total of 23 domain controllers over 20 sites.
- Implement and administer VMware virtual environment including 14 Six 5.0 hosts allowing us to virtualize over half of 220 plus servers. Use Dell EqualLogic as shared storage for virtual environment to be able utilize VMware HA and DRS technologies.
- Implemented VDI environment while virtualizing 75 training workstations using a zero client Pino device and VMware workstation.
- Installed, configured, and administer Share Point 2010 Server.

Field Support Technician

DELTA COMMUNITY CREDIT UNION

Jan. 2009-Jan. 2010

- Provide 7x24x365 support for over 600 users by administering and maintaining network, servers, desktops, and laptops.

PROFESSIONAL EXPERIENCE *(Continued)*

- Ensure that software platforms are up to date and patched so that security is never compromised while having minimal impact on users.
- Install, Configure, and Maintain our Virtual Desktop environment using VMware platform reducing cost and increasing efficiency of administration.
- Team Lead on Windows 7 deployment. Setup deployment server and configured base images for PCs. Packaged applications and injected drivers for all models of PC's to the deployment server.
- Responsible for installing and upgrading software and hardware per work orders.
- Deploy and support new Avaya IP Phone system.
- Evaluate, recommend, and purchase IT assets while ensuring licensing and security is compliant with enterprise standards.

IT Operations Analyst

DELTA COMMUNITY CREDIT UNION (DAL GLOBAL SERVICES, LLC) Nov.2007-Jan.2009

- Backup Symitar systems to tape or disk making sure all data is verified and secured.
- Check nightly processing for errors, process daily reports and then upload to AX, the Credit Union's archiving system.
- Run daily processes in Symitar, the Credit Union's software system, ensuring no errors are made and all jobs and reports are completed before the deadline. After processing is complete distribute the files and reports to internal Departments and external Vendors so they can use this information to complete their jobs.

Systems Administrator

LANE COMPANY, Atlanta, Georgia Dec.2005-Mar. 2007

- Provide desktop/remote support for end users including systems setup, hardware and software troubleshooting, network connectivity, and break/fix for all systems.
- Address network security by updating all systems with current patches and virus protection definitions.
- Responsible for all backups using Veritas Backup Exec.
- Administer multi server Windows 2003 LAN with 250 corporate users and 70 remote office locations.

Team Lead, Desktop Support

GETRONICS, Alpharetta, Georgia Jan.2001-Dec.2005

- Lead six desktop technical personnel across four sites with responsibility for ensuring consistent support processes and coordination of critical projects.
- Provided tier three technical support for 750 users remotely and onsite to include troubleshooting of software.
- Managed ticket dispatch and supervised 12 desktop technicians; created and documented process used for helpdesk support with integration of processes into internal knowledge base.
- Performed backups and restores on servers throughout the enterprise, apply server patches, configure and install new PCs, and install and upgrade software applications.
- Managed implementation project to migrate from Windows 95/NT to Windows 2000 throughout five sites using Ghost images and MS Sysprep to install applications and migrate data.
- Packaged software solutions using Wise Studio for automated delivery to end users.
- Received Getronics Customer First Award for outstanding customer care in 2002.

EDUCATION/CERTIFICATIONS/TRAINING

OpenText Captiva Administration Certificate, 2020

Coursework in Computer Science, 1989-1992
UNIVERSITY OF GEORGIA, Athens, Georgia

MICROSOFT CERTIFIED PROFESSIONAL (MCP) Windows 2000 and Windows NT 4

Microsoft Course # [REDACTED]: Planning and Managing Windows 7 Desktop Deployments and Environments

Microsoft Course # [REDACTED]: Configuring and Administering Microsoft SharePoint 2010

EMC Course DiskXtender for Windows Installation, Configuration, and Management

COMPUTER SKILLS**Software:**

OpenText Captiva
OpenText ApplicationXtender
OpenText ApplicationXtender WorkFlow
EMC DiskXtender
EMC Replistor
Microsoft Office
Microsoft Share Point 2010
Windows Domain Active Directory
Microsoft Group Policy
VMware vSphere, ESXi
VMwareView
Symantec BackupExec
MS Exchange
Sophos Enterprise Anti-virus
Sophos Safeguard Encryption
Symantec System Management Console
Symitar (Credit Union Software)

Hardware:

Dell Laptops/Desktops/Servers/Printers
Dell Equallogic SAN
EMC Clarion CX Series SAN with Fiber Channel
EMC Centera Data Archive System
HP Servers/Printers
BlackBerry Server/Smartphones
IBM/Lenovo Laptops
Cisco Switches and Routers
Cisco ASA and PIX firewall
F5 Big-IP
Pano Zero Client Device
Dell/Wyse Thin Clients

Operating Systems:

Windows 2008/2003/2000 Servers
Windows 8/7/XP/2000/NT/98 Clients

Scripting Languages:

PowerShell, VBScript, WMI Scripting

Michael Inman
Herriman, UT

Sr. Software Engineer

Certifications: Captiva Developer (OpenText), Information Storage Associate v2 (EMC Proven), Cloud Infrastructure and Services (EMC Proven), Support Manager (CSM) Certification Service Strategies

Technologies: C#, .NET, Azure, ECM, BPM, SQL Server, Microsoft Server OS, IIS, TCP/IP Networking

EMPLOYMENT HISTORY

Revolution Data Systems

Nov 2016 – Present

Sr. Software Engineer

- Design and implement OpenText ApplicationXtender and Intelligent Capture (Captiva) solutions
- Design/Implement C#, .NET API Integrations with AppXtender REST Services, Web Services, Captiva API's
- Support AX and Captiva clients
- Provide Discovery and POC's during Pre-Sales process
- Developer Support/QA of custom RDS integrations/solutions
- Developing Technical documentation for client solutions

Dell EMC

9 yrs 2 mos

- **Designated Support Engineer II**

Jun 2015 – Nov 2016

Location Draper, UT

- Provide best in class enterprise support to OEM Partners in the Enterprise Content Division for ApplicationXtender
- Work with Clients to plan, test, and implement product upgrades.
- Work directly with OEM customer's Development, Support and Executive management teams
- Advocate on behalf of the OEM accounts with ECD OEM Account Management, Product Management and Development (Up to date Roadmap discussions, upgrades/installs, enhancements, new opportunities, and quick turnaround on bug fixes)
- Provide Developer Support for highly customized, LOB applications integrated with AX Web Services, SDK, REST Services
- Remote and On Site visits for Quarterly Business Reviews, Roadmap Discussions, and pain points
- QA/Debug latest technology platforms ie: REST API (C#) using Visual Studio and Perforce
- Debug Windows Crash dumps
- Build and maintain simulation of Customer environments in ESX VCenter
- Work with Tech Pubs team to write AX Technical Documentation

- **Technical Support Supervisor**

Aug 2014 – Jun 2015

Draper, UT

- Lead and Manage the ApplicationXtender Support team in Draper UT
- Interview candidates for EMC GSAP Program
- Manage Performance for AX Team including metrics such as CSAT, SLO, Service Request Backlog, Employee utilization
- Manage Customer escalations for AX
- Provide employee development with 1 on 1 Meetings and Team Meetings
- Delegate projects/tasks
- Work with engineering for AX Product Planning

- **Technical Team Lead**

Apr 2013 – Aug 2014

Draper, UT

- Orchestrated and managed the start-up of a new Technical Support Team for ApplicationXtender in Draper, UT. This included training individuals in Document Management Systems (AX), BPO, Server Operating Systems, VMWare.
- Day to Day operations include meeting Support Metrics including SLA, CSAT objectives, and managing backlog of engineers. Working cross functionally with Contracts and Renewals team to make sure Entitlement process is correctly being followed, and provide leads for additional revenue in maintenance renewals. Manage and work with engineers on CODE RED escalations for high visibility/political DL/DU issues.
- Perform Product Management duties such as working with Partner Channel and Resellers to gather product feedback on features/functionality and analyze data to scope out future Product Releases. Provide innovative ideas and insight to Development team to better align partner/customer enhancement requests with Development.
- Work with Development Management and QA during Construction and Hardening phases to QA product releases and report all severity bugs in JIRA bug tracking system. Monitor Version1 DEV portal to verify epics and stories are aligned with what is discussed in PMT and RFE Meetings.
- Work with Tech Pubs team to review Documentation for technical errors, grammar, etc.
- Perform Serviceability and Readiness functions by attending PMT Meetings, providing feedback about bug fixes, and making certain through Product Lifecycle that Support team has Knowledge Transfers and can effectively support new releases.
- Have provided onsite service at the request of our Partners/Customers, at times when issues are highly political or need of in depth technical troubleshooting.

- **Technical Support Engineer II**

Oct 2007 – Apr 2013

- Apply technical expertise following protocol and standard procedure to resolve moderate to complex system issues at EMC customer sites
- Effectively communicate to external partners, customers in regards to technical and procedural issues. Keep communication with all involved parties. Share acquired knowledge with colleagues, customers and partners
- Use VMWare to reproduce environments to recreate problems and perform failure analysis of system wide issues
- Assist QA with testing of bug fixes and beta releases
- Work a scheduled on call shift multiple times a month
 - Overseeing the daily case load for 10+ employees. Training and guiding support engineers in knowledge of the product and troubleshooting.

Charles Long

SOFTWARE ENGINEER

- 5 years of programming experience ranging from APIs to embedded systems
- Agile team environments, requirement & problem reporting, debugging & testing

TECHNICAL EXPERTISE

- Programming - ASP.NET (C# & VB), C, C++, MSSQL, PHP, JavaScript/jQuery
- Applications - Visual Studio, SQL Server MS, Azure DevOps, Postman, MS Office

PROFESSIONAL EXPERIENCE

RDS

Remote

May 2021 to Present

Developer

Custom C# development for Captiva, AppXtender, and ECMTB. Custom .NET application and library development for file and image processing. Custom web enhancements to ECMTB. Senior developer of Revolution Data System's AppXtenderReST wrapper class library.

- ASP.NET (C#), Web APIs, MSSQL, JavaScript/jQuery
- Captiva, AppXtender, ECMTB, AIM, Visual Studio, DevOps, SSMS, Postman, Swagger

SCP Health

Remote

Sept 2020 to Apr 2021

Sr Application Developer

App to app integration via REST API for a Medical Provider scheduling system as a contractor with Focus Technologies LLC. Includes image/file sync for documentation history.

- ASP.NET (C#), REST APIs, MSSQL, WinSCP (C#)
- Visual Studio, Team Foundation Server, SSMS, Postman, WinSCP

Gilsbar

Covington, LA & Remote Jun 2019 to Sept 2020

Programmer / Analyst I

Website feature development, maintenance, and Bulk Copy Procedure reporting for Health Insurance providers as a contractor with Focus Technologies LLC

- ASP.NET (C# & VB), SQL, JavaScript, Php, MVC, MVVM
- Visual Studio, SSMS, Azure DevOps, Microsoft CRM

CLongContractors

Remote

May 2016 to Dec 2017

Freelance Web Developer

Independent contractor providing simple front-end web solutions for small local businesses

- HTML5, CSS3/SASS, JavaScript/jQuery
- WordPress, Search Engine Optimization (SEO), Social Media Account Admin

Globalstar/Spot LLC

Covington, LA

Nov 2016 to Apr 2017

Full Stack Web Programmer/Developer

Dynamic & responsive website development compatible with existing legacy systems. Maintained and updated existing websites in multiple languages (french, spanish, portuguese, etc.).

- VR/360 images, HTML5, CSS3, JavaScript/jQuery, PHP7, MySQL, secure CDN(s)
- User Interface / User Experience from mockup provided by graphic designer

Charles Long

Performance Software

New Orleans, LA

Jun 2014 to Dec 2015

Software Engineer

Develop, test, and review DO-178C (FAA and EASA) compliant software for commercial aerospace systems. Update and maintain legacy systems.

- C, C++, Python, VB, Ada, GIS
- High and low level software requirements maintenance via DOORS
- Report weekly Geographic Information System (GIS) status of 2-3 interns

EDUCATION

Bachelor of Science, Computer Science, Southeastern Louisiana University - 2014

Vincent D. Nguyen

Software Developer

Qualifications

Results-oriented software developer with skills in .Net, SQL Database Management, and Microsoft Azure DevOps. Languages include C-Sharp, Javascript, HTML5, and XAML mobile development. Developed APIs, webpages, and stored procedures to improve business operations or meet specified goals of projects.

Professional Experience

Revolution Data Systems - Software Developer Feb 2021-Present

- Design/Implement C#, .NET API solutions with AppXtender REST Services
- Support AX Clients
- Developer Support/QA of custom RDS integrations/solutions
- Design and Documenting SOPs for Developers
- Maintain Azure DevOp repositories using Git Integration

Verticalive – Software Developer Nov 2017 – 2021

- Utilized SQL tools to generate and maintain data using stored procedures
- Developed, Maintained, and Deployed web applications using Azure DevOps
- Utilized Telerik UI tools to design webpages and organize data for better UI/UX
- Organized Azure DevOp projects boards and repositories using TFS integration
- Developer Support/QA of custom solutions
- Created and Maintained Mobile Apps
- Developed QR Code Generation Tool for Web Application integration

Got Gold – Web Developer Aug 2017- Oct 2017

- Worked with Founder to plan and design website for Got Gold
- Utilized Advertising tools and plugins to generate income for website
- Developed and Maintained website using GoDaddy Tools
- Customized webpages using HTML5 and CSS stylesheet designs

Exhibit C – References

REQUEST FOR QUOTATION
ApplicationXtender Maintenance and Professional Services

EXHIBIT B - Vendor References

Instructions: Multiple references can be provided to substantiate requirements specified in section 3.1.2. Qualifications. Attach additional pages as needed.

VENDOR REFERENCE	
Name of Business:	Kanawha Scales & Systems, Inc.
Primary Contact Name:	Duane Bennett - Technology Director
Address:	2106 Jacobson Drive Poca, WV 25159
Telephone Number:	734-947-4030
Email Address:	dbennett@kanawhascales.com
Dates of Service:	Feb. 2019
Summary of System/Services That were Provided:	AX 25CC, OTS(ReportsManager), AX Workflow 20CC, Test WF 5CC. RDS provides on-going system support and recently upgraded system to ver. 20.4 and migrated Reports Manager to OTS. Utilized in Accounts Payable and Human Resources
Size of System – Number of Users & Number of Locations:	19 locations, corporate locaiton West Virginia, 100+ users

REQUEST FOR QUOTATION
ApplicationXtender Maintenance and Professional Services

EXHIBIT B - Vendor References

Instructions: Multiple references can be provided to substantiate requirements specified in section 3.1.2. Qualifications. Attach additional pages as needed.

VENDOR REFERENCE	
Name of Business:	Houston Independent School District
Primary Contact Name:	Ann Ebrahimi - Manager Records and Information Mgm
Address:	4400 West 18th street Houston, TX 77092
Telephone Number:	713-556-6059
Email Address:	aebrahim@houstonisd.org
Dates of Service:	07/01/2015
Summary of System/Services That were Provided:	<p>RDS provided initial system installaiton, configuraiton and design. The core of the system is a workflow solution to approve and assemble district new hire documents, update active employee files. Integration with HRIS for image retrieval. RDS provided custom services/coding for the document assembly and HRIS integration.</p> <p>RDS is working with HISD to replace AX workflow with custom services</p>
Size of System – Number of Users & Number of Locations:	75 AX CC user licenses, AX workflow 10 CC, AX WF forms AX 25 CC PAL licenses, AX OCR Server, AX OCR 35 CC, RDS custom services for data and image uploads

REQUEST FOR QUOTATION
ApplicationXtender Maintenance and Professional Services

EXHIBIT B - Vendor References

Instructions: Multiple references can be provided to substantiate requirements specified in section 3.1.2. Qualifications. Attach additional pages as needed.

VENDOR REFERENCE	
Name of Business:	Mid-States Distributing, LLC (Co-Op Farm Stores)
Primary Contact Name:	Austin Reynolds- CTO
Address:	2800 Meacham Blvd. Fort Worth, TX 76137
Telephone Number:	682-348-3265
Email Address:	areynolds@msdist.com
Dates of Service:	
Summary of System/Services That were Provided:	AX 45 CC, Reports Manager , Captiva Capture 600K license, RDS development REST services for document creation, D365 integration for data capture and scripted rubber stamp process
Size of System – Number of Users & Number of Locations:	System has 100+ users internal and external retrieving AP documents across 33 states with 700 store locations

Exhibit D – ECM Toolbox Overview

ECM Toolbox & AX

Workflow

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

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



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

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

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

AND

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

Features of E-Forms Connector

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

Benefits for ApplicationXtender Users

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





AP WORKFLOW

ECM Toolbox

ECM Toolbox's AP Invoice Workflow is a turnkey accounts payable workflow automation solution that leverages **EMC and Digitech** document software and the **ECM Toolbox** workflow engine.

The magic of AP Invoice Workflow is that users have a simple interface that provides full control of the AP workflow process.

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

- Reduce payment cycle time from weeks to hours
- Significantly increase on-time payments and maximize early payment discounts
- Processes invoices with POs, expense vouchers, recurring payments, and expense accruals
- Breeze through audits with world class document management functionality
- Eliminate 99% of the paper in the approval process—Go Green!

Benefits for Accounts Payable User

- Quickly create, manage & delete workflow tasks
- Ensure every process step is completed or sends alerts
- Easily set up user access rights to ensure security
- Quickly add new workflows
- Add comments for the next level(s) of approval to view
- At every step, see who reviewed the workflow, when an action was performed and any notes/comments (whether human or system-generated); audit information is attached to the invoice
- Image-enable your ERP/accounting back-end with streamlined invoice processing



Features of AP Invoices

- Simple interface
- Process integrity
- Users roles & permissions
- New rules & departments
- Email notifications
- Commenting
- Flexibility
- Design customization
- Auditing
- Two-way integration with your financial system

AP Invoice Workflow: 3 Simple Steps



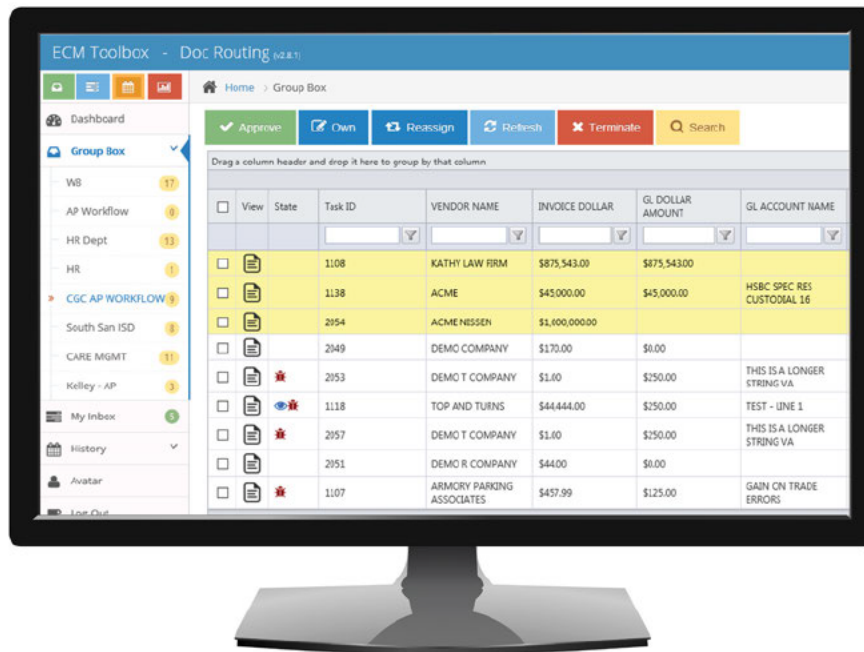
Map out all users and decision makers throughout the organization



Incorporate business rules, escalation scenarios and exceptions are handling



Complete a dry run, incorporate changes, train users, and deploy



Workflow Group Inbox

This is a screen shot of an Inbox of workflow tasks that are waiting to be processed or have been “selected” by a system user and who is processing the workflow task and/or document.

About ECM Toolbox

ECM Toolbox provides software solutions that add value for document management systems, with special expertise in extending the functionality of ApplicationXtender (AX) from EMC and Digitech. Our solutions have been created by software developers, integrators and value-added resellers (VARs) having special expertise with enterprise content management (ECM). Our partners saw a need that is not being provided within AX and ECM Toolbox is the distribution center for these apps and plug-ins. We provide a shopping mall experience for end-users that need more functionality out of their document management system and for resellers who would like to add these solutions to their product and service portfolio.