



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

Header @ 5

[List View](#)

General Information

[Contact](#)

[Default Values](#)

[Discount](#)

[Document Information](#)

[Clarification Request](#)

Procurement Folder: 1275641

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000018643 

Legal Name: REVOLUTION DATA SYSTEMS LLC

Alias/DBA:

Total Bid: \$643,266.64

Response Date: 09/13/2023 

Response Time: 13:02

Responded By User ID: Rjourdan 

First Name: Robin

Last Name: Jourdan

Email: rjourdan@revolutiondatas}

Phone: 9858880091

SO Doc Code: CRFQ

SO Dept: 0203

SO Doc ID: CPR2400000002

Published Date: 9/1/23

Close Date: 9/14/23

Close Time: 13:30

Status: Closed

Solicitation Description: Imaging System Software Maintenance & Support

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1275641
Solicitation Description: Imaging System Software Maintenance & Support
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2023-09-14 13:30	SR 0203 ESR09132300000001370	1

VENDOR
 VS0000018643
 REVOLUTION DATA SYSTEMS LLC

Solicitation Number: CRFQ 0203 CPR2400000002
Total Bid: 643266.6400000000139698386192 **Response Date:** 2023-09-13 **Response Time:** 13:02:04
Comments:

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Software maintenance and support Year 1				166400.62

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Software maintenance and support Year 2				148327.70

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Software maintenance and support Year 3				158331.30

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Software maintenance and support Year 4				170207.02

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Software maintenance and support Year 4



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
 Service - Prof

Proc Folder: 1275641
Doc Description: Imaging System Software Maintenance & Support
Proc Type: Central Contract - Fixed Amt
Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-01	2023-09-14 13:30	CRFQ 0203 CPR2400000002	1

BID RECEIVING LOCATION

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Robin Jourdan* **FEIN#** 47-3866543 **DATE** 9/13/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the Consolidated Public Retirement Board to establish a Maintenance Agreement contract to supply support, and act as the intermediary between CPRB and the manufacturer for fee/license support, Software Technical Support/Maintenance and Professional Services for the ApplicationXtender (AX) Imaging, Captiva module, and AX Workflow Manager Systems(or Equal) currently in place, per the bid requirements, specifications and terms and conditions as attached herein.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software maintenance and support Year 1	1		\$166,400.62	\$166,400.62

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Software maintenance and support Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Software maintenance and support Year 2	1		\$148,327.70	\$148,327.70

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Software maintenance and support Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Software maintenance and support Year 3	1		\$158,331.30	\$158,331.30

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Software maintenance and support Year 4	1		\$170,207.02	\$170,207.02

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 4

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor question deadline @ 3 PM	2023-09-07

	Document Phase	Document Description	Page
CPR240000002	Final	Imaging System Software Maintenance & Support	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit A - Pricing Page

<u>Current Item Number</u>	<u>Description</u>	<u>Qty</u>	<u>Price Each</u>	<u>Extended Price (Price Each x Qty)</u>
456-104-245R	AE Connector - 25 CC Users (Year 1)	2	\$ 4,799.11	\$ 9,598.22
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Year 1)	1	\$ 478.55	\$ 478.55
456-100-427R	AE OCR Server(Year 1)	1	\$ 768.11	\$ 768.11
456-106-023R	AE Xplore Full Text Server(Year 1)	1	\$ 1,536.26	\$ 1,536.26
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-10(Year 1)	1	\$ 5,760.91	\$ 5,760.91
457-100-246R	AE Server - 25 CC User Pack(Year 1)	2	\$ 14,402.28	\$ 28,804.56
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Year 1)	1	\$ 1,440.19	\$ 1,440.19
456-102-309R	AE Web Public Access - 75 CC User Pack(Year 1)	1	\$ 10,081.57	\$ 10,081.57
1000004369R	IC Attended Client(Year 1)	3	\$ 1,675.07	\$ 5,025.21
456102368RNC	IC Attended Client(Year 1)	1	\$ -	\$ -
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Year 1)	1	\$ -	\$ -
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Year 1)	1	\$ -	\$ -
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Year 1)	1	\$ 40,168.84	\$ 40,168.84
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Year 1)	3	\$ -	\$ -
456102279RNC	IC Export (Year 1)	1	\$ -	\$ -
1000004365R	IC ScanPlus Module(Year 1)	1	\$ 521.66	\$ 521.66
456102367RNC	IC ScanPlus Module (Standard)(Year 1)	1	\$ -	\$ -
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Year 1)	5	\$ 2,525.11	\$ 12,625.55
456102369RNC	IC Software Developers Kit(Year 1)	1	\$ -	\$ -
1000055405R	Output Transformation for AE(Year 1)	1	\$ 4,802.13	\$ 4,802.13
456-100-467R	AE Server - 25 CC User(Year 1)	1	\$ 15,170.41	\$ 15,170.41
456100425R-3	AE Image Capture Server - 3 Users(Year 1)	1	\$ 576.05	\$ 576.05
456-100-464R	AE Server - 3 CC User(Year 1)	1	\$ 3,187.69	\$ 3,187.69
456100422R-28	Pegasus Scanfix for AE - 28 users(Year 1)	1	\$ 805.24	\$ 805.24
1000043250R-25	AW Platform Named User Maintenance Qty-25 (1 year only)	1	\$ 2,485.60	\$ 2,485.60
1000043250R-250	AW Platform Named User Maintenance Qty-250 (1 year only)	1	\$ 22,563.87	\$ 22,563.87
Total Maintenance & Support plus Reinstatement Fees - Year 1				\$ 166,400.62
456-104-245R	AE Connector - 25 CC Users (Optional Year 2)	2	\$ 5,479.89	\$ 10,959.78
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 2)	1	\$ 1,567.00	\$ 1,567.00
456-100-427R	AE OCR Server (Optional Year 2)	1	\$ 1,829.23	\$ 1,829.23
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-11(Optional Year 2)	1	\$ 2,524.92	\$ 2,524.92
456-106-023R	AE Xplore Full Text Server(Optional Year 2)	1	\$ 6,350.94	\$ 6,350.94
457-100-246R	AE Server - 25 CC User Pack(Optional Year 2)	2	\$ 13,610.14	\$ 27,220.28
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 2)	1	\$ 2,437.90	\$ 2,437.90
456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 2)	1	\$ 10,263.92	\$ 10,263.92
1000004369R	IC Attended Client(Optional Year 2)	3	\$ 1,894.89	\$ 5,684.67
456102368RNC	IC Attended Client(Optional Year 2)	1	\$ -	\$ -
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 2)	1	\$ -	\$ -
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 2)	1	\$ -	\$ -
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 2)	1	\$ 37,512.29	\$ 37,512.29

456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 2)	3	\$	-	\$	-
456102279RNC	IC Export (Optional Year 2)	1	\$	-	\$	-
456102279RNC	IC Export (Optional Year 2)	1	\$	1,606.04	\$	1,606.04
456102367RNC	IC ScanPlus Module (Standard)(Optional Year 2)	1	\$	-	\$	-
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 2)	5	\$	2,495.37	\$	12,476.85
456102369RNC	IC Software Developers Kit(Optional Year 2)	1	\$	-	\$	-
1000055405R	Output Transformation for AE(Optional Year 2)	1	\$	5,482.62	\$	5,482.62
456-100-467R	AE Server - 25 CC User(Optional Year 2)	1	\$	14,872.59	\$	14,872.59
456100425R-3	AE Image Capture Server - 3 Users(Optional Year 2)	1	\$	1,655.30	\$	1,655.30
456-100-464R	AE Server - 3 CC User(Optional Year 2)	1	\$	4,020.51	\$	4,020.51
456100422R-28	Pegasus Scanfix for AE - 28 users(Optional Year 3)	1	\$	1,862.86	\$	1,862.86
Total Maintenance & Support Year 2					\$	148,327.70
456-104-245R	AE Connector - 25 CC Users (Optional Year 3)	2	\$	5,281.57	\$	10,563.14
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 3)	1	\$	1,684.51	\$	1,684.51
456-100-427R	AE OCR Server (Optional Year 3)	1	\$	1,966.41	\$	1,966.41
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-12(Optional Year 3)	1	\$	2,714.27	\$	2,714.27
456-106-023R	AE Xplore Full Text Server(Optional Year 3)	1	\$	6,827.25	\$	6,827.25
457-100-246R	AE Server - 25 CC User Pack(Optional Year 3)	2	\$	14,630.90	\$	29,261.80
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 3)	1	\$	2,620.73	\$	2,620.73
456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 3)	1	\$	11,033.70	\$	11,033.70
1000004369R	IC Attended Client(Optional Year 3)	3	\$	2,037.00	\$	6,111.00
456102368RNC	IC Attended Client(Optional Year 3)	1	\$	-	\$	-
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 3)	1	\$	-	\$	-
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 3)	1	\$	-	\$	-
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 3)	1	\$	40,325.74	\$	40,325.74
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 3)	3	\$	-	\$	-
456102279RNC	IC Export (Optional Year 3)	1	\$	-	\$	-
1000004365R	IC ScanPlus Module(Optional Year 3)	1	\$	1,726.48	\$	1,726.48
456102367RNC	IC ScanPlus Module (Standard)(Optional Year 3)	1	\$	-	\$	-
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 3)	5	\$	2,702.08	\$	13,510.40
456102369RNC	IC Software Developers Kit(Optional Year 3)	1	\$	-	\$	-
1000055405R	Output Transformation for AE(Optional Year 3)	1	\$	5,893.81	\$	5,893.81
456-100-467R	AE Server - 25 CC User(Optional Year 3)	1	\$	15,988.03	\$	15,988.03
456100425R-3	AE Image Capture Server - 3 Users(Optional Year 3)	1	\$	1,779.43	\$	1,779.43
456-100-464R	AE Server - 3 CC User(Optional Year 3)	1	\$	4,322.04	\$	4,322.04
456100422R-28	Pegasus Scanfix for AE - 28 users(Optional Year 3)	1	\$	2,002.56	\$	2,002.56
Total Maintenance & Support Year 3					\$	158,331.30
456-104-245R	AE Connector - 25 CC Users (Optional Year 4)	2	\$	5,677.68	\$	11,355.36
456-104-244RT	AE Connector - 5 CC Users DEV / TEST (Optional Year 4)	1	\$	1,810.84	\$	1,810.84
456-100-427R	AE OCR Server (Optional Year 4)	1	\$	2,113.89	\$	2,113.89
456106022R-10	AE Xplore Full Text - 5 CC Users Qty-13(Optional Year 4)	1	\$	2,917.83	\$	2,917.83
456-106-023R	AE Xplore Full Text Server(Optional Year 4)	1	\$	7,339.29	\$	7,339.29
457-100-246R	AE Server - 25 CC User Pack(Optional Year 4)	2	\$	15,728.21	\$	31,456.42
457-100-245RT	AE Server Core Package - 5 CC User Pack - DEV / TEST(Optional Year 4)	1	\$	2,817.28	\$	2,817.28

456-102-309R	AE Web Public Access - 75 CC User Pack(Optional Year 4)	1	\$	11,862.22	\$	11,862.22
1000004369R	IC Attended Client(Optional Year 4)	3	\$	2,189.77	\$	6,569.31
456102368RNC	IC Attended Client(Optional Year 4)	1	\$	-	\$	-
1000010942R	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 4)	1	\$	-	\$	-
456102259RNC	IC Enterprise Server + Adv Rec with IE 1M PPY(Optional Year 4)	1	\$	-	\$	-
1000006111R	IC Enterprise Server + Adv Rec with IE 1M PPY Bundle(Optional Year 4)	1	\$	43,350.12	\$	43,350.12
456102370RNC	IC Enterprise Server + Adv Rec with IE TEST/DRS 100K PPY(Optional Year 4)	3	\$	-	\$	-
456102279RNC	IC Export (Optional Year 4)	1	\$	-	\$	-
1000004365R	IC ScanPlus Module(Optional Year 4)	1	\$	1,855.96	\$	1,855.96
456102367RNC	IC ScanPlus Module (Standard)(Optional Year 4)	1	\$	-	\$	-
1000004349R	IC Server Volume + Adv Rec with IE 100K PPY(Optional Year 4)	5	\$	2,904.74	\$	14,523.70
456102369RNC	IC Software Developers Kit(Optional Year 4)	1	\$	-	\$	-
1000055405R	Output Transformation for AE(Optional Year 4)	1	\$	6,335.84	\$	6,335.84
456-100-467R	AE Server - 25 CC User(Optional Year 4)	1	\$	17,187.13	\$	17,187.13
456100425R-3	AE Image Capture Server - 3 Users(Optional Year 4)	1	\$	1,912.89	\$	1,912.89
456-100-464R	AE Server - 3 CC User(Optional Year 4)	1	\$	4,646.19	\$	4,646.19
456100422R-28	Pegasus Scanfix for AE - 28 users(Optional Year 4)	1	\$	2,152.75	\$	2,152.75
Total Maintenance & Support Year 4					\$	170,207.02
TOTAL CONTRACT PRICE					\$	643,266.64



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
 Service - Prof

Proc Folder: 1275641			Reason for Modification:
Doc Description: Imaging System Software Maintenance & Support			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-01	2023-09-14 13:30	CRFQ 0203 CPR2400000002	1

BID RECEIVING LOCATION

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

VENDOR

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

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Robin Jourdan* **FEIN#** 47-3866543 **DATE** 9/13/2023

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the Consolidated Public Retirement Board to establish a Maintenance Agreement contract to supply support, and act as the intermediary between CPRB and the manufacturer for fee/license support, Software Technical Support/Maintenance and Professional Services for the ApplicationXtender (AX) Imaging, Captiva module, and AX Workflow Manager Systems(or Equal) currently in place, per the bid requirements, specifications and terms and conditions as attached herein.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Software maintenance and support Year 1	1		\$166,400.62	\$166,400.62

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Software maintenance and support Year 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Software maintenance and support Year 2	1		\$148,327.70	\$148,327.70

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:
Software maintenance and support Year 2

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Software maintenance and support Year 3	1		\$158,331.30	\$158,331.30

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 3

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Software maintenance and support Year 4	1		\$170,207.02	\$170,207.02

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Software maintenance and support Year 4

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor question deadline @ 3 PM	2023-09-07

	Document Phase	Document Description	Page
CPR240000002	Draft	Imaging System Software Maintenance & Support	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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

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

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

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

the contract will continue for _____ years;

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

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

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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

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

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

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

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

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

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

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

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

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

Vendor must maintain:

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

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

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(Email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

(Company)

(Signature of Authorized Representative)

Robin Jourdan

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
AppEnhancer System Imaging Software Maintenance and Support
CRFQ CPR240000002

SPECIFICATIONS

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

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

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

The vendor must provide both on-site and remote support. The vendor will be responsible for any and all costs incurred in the fulfillment of any installation, upgrade, support, and maintenance requests.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1** "Business hours" means CPRB office hours. 8:00am to 5:00pm Monday, Wednesday, Thursday, and Friday with extended hours of 8:00am to 8:00pm on Tuesdays.
- 2.2** "Concurrent User" means a software license that is based on the number of simultaneous users accessing the program.
- 2.3** "Contract Services" means 24x7x365 phone and remote, software support for Opentext "or equal" products as more fully described in these specifications.
- 2.4** "CPRB" means Consolidated Public Retirement Board.
- 2.5** "Critical Business Process" means any activity required to process a retirement, pay a retiree, or service a request of a retiree.
- 2.6** "ERM" means Electronic Records Management.
- 2.7** "Opentext" "or equal" refers to a corporation who is a world leader in Enterprise Information Management Solutions and is the Corporate owner of products within this RFQ.

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- 2.8 "PDF" means Portable Document Format.
- 2.9 "Pension Administration System" means the Agency wide system CPRB uses for the administration of all retirement systems maintained at the Retirement Board.
- 2.10 "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.
- 2.11 "Remote Support/Access" means vendor can connect directly to supported resources or via an employee's state issued computer to provide product support from outside the West Virginia State network.
- 2.12 "Software" means any set of instructions that directs a computer to perform operations. Software consists of programs, libraries, and related non-executable Data.
- 2.13 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14 "SQL" means Structured Query Language designed for relational database management.

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

- 3.1 Vendor must be authorized by the software manufacturer to provide software maintenance and support for the Licenses described in section 4.

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AppEnhancer System Imaging Software Maintenance and Support
CRFQ CPR240000002

4. MANDATORY REQUIREMENTS:

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

4.1.1 Current maintenance and support began on 3/1/2020 and expires/expired on 6/14/2023.

4.1.2 Maintenance and Support under the initial term of this Contract will be for the period beginning on 8/1/2023 and ending on 7/31/2024. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.

4.1.3 Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.

4.1.4 Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

4.2. Vendor must provide maintenance agreements in accordance with all requirements set by the manufacturer, with the specified software items listed in Exhibit A - Pricing Page and consisting of the following Specifications.

4.2.1 Support must be available 24 hours per day, 7 days a week, 365 days a year with initial response within 30 minutes for Severity Level 1 issues.

4.2.2 Support must be conducted via either phone or remote access.

4.2.3 Provides the rights to new Software Releases as made generally available by Opentext "or equal" and/or other responsible vendors of provided software. Includes future updates and upgrades.

4.2.4 Length of service must be at minimum 1 year.

4.3. Maintenance, Support, and Deliverables

4.3.1 Vendor must provide software updates/upgrades as they become available. Critical or security updates must be installed within thirty (30) days of release. All other updates and upgrades must be performed within ninety (90) days of release.

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In the event that CPRB upgrades are not current, the Vendor will deploy all update and upgrades to bring to current release. The Vendor will assist the agency technician in testing the new software to the satisfaction of CPRB.

- 4.3.2** Vendor must provide two (2) preventive maintenance inspections annually to verify system is in good working order. Vendor shall provide a written evaluation documenting the health of the system and provide recommendations for upgrades to related system components such as, but not limited to server hardware, host operating system, and SQL version. The evaluation shall also include capacity forecasting for image storage and SQL database Storage.
- 4.3.3** Provide unlimited hours of software support annually to answer questions, re-train operators and/or troubleshoot any issues with the CPRB on-site technician either via phone, remote access, or on-site. CPRB reserves the option to request on-site service for any severity level 1 or severity level 2 incident.
- 4.3.4** Vendor and technicians must have at least five (5) years of full-time experience in installation, configuration, and support of all products listed in Exhibit A.
- 4.3.5** Technicians providing support must hold current certifications applicable to Opentext "or equal" and AE "or equal" Imaging. As a requirement of this contract, the vendor must provide CPRB documentation of the certifications. The certifications should be submitted with the Vendors bid but must be submitted prior to contract award.
- 4.3.6** Vendor shall provide technicians with knowledge of related systems components including SQL database administration, server operating system and hardware, as well as networking principals and virtualization technologies.
- 4.3.7** Vendor shall evaluate system related storage devices at the request of CPRB, during any reconfiguration or hardware refresh Operation.
- 4.3.8** Vendor must support all AppEnhancer, and Intelligent Capture (formerly Captiva modules), software, upgrading, installing, and maintaining the software, offsite backup procedures; advising and training the on-site technician of any needs as much in advance as possible to ensure software remains at peak performance.
- 4.3.9** Vendor must provide detailed documentation of all software and hardware configurations performed by vendor technicians.

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Vendor shall also provide an after-incident report, documenting the cause and resolution of the issue. This report is required for all level 1 and level 2 incidents.

4.3.10 Vendor shall abide by all security policies set forth by the West Virginia Office of Technology. The vendor will test and implement security updates or system configurations recommended by the Office of Technology as well as assist in the remediation of any vulnerabilities discovered by routine security scans. A copy of policy is attached.

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

Service Level	Response Time
LEVEL 1 - Interruption to critical business processes causing complete work stoppage for at least one associated system.	On-site or remote within 30 minutes, 24x7x365 of agency report.
LEVEL 2 - Interruption to non-critical business processes causing work stoppage for many users, where no work around is available.	On-site or remote within 2 hours 24x7x365 of agency report.
LEVEL 3 - Hindrance to the work of individual users or work around is available for non-critical business processes.	On-site or remote within 4 hours during CPRB regular business hours.
LEVEL 4 - General requests for information or consulting.	Return communication within next business day.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages.

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

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an Excel document attached to the solicitation. Using the Excel document will sum the Extended Price and TOTAL BID AMOUNT automatically.

- 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 a flat fee, as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated 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:** In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

REQUEST FOR QUOTATION
AppEnhancer System Imaging Software Maintenance and Support
CRFQ CPR2400000002

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: 985-888-0091

Fax Number: 985-888-0092

Email Address: rjourdan@revolutiondatasystems.com



Software Support and Maintenance Services

This document describes the terms and conditions for Software Support and Maintenance Services between Revolution Data Systems, LLC, hereafter referred to as “RDS” and our Customers, hereafter referred to as “Client”.

(A.) SCOPE OF COVERAGE

1. RDS Software Support and Maintenance Services consists of remote access (VPN, Microsoft TEAMS, etc.), email, and telephone support. Certain limited circumstances may require onsite support. For onsite visits, RDS will coordinate with Client for scheduling and terms.
2. Basic Technical Support will be provided to Client only if Client is current on all payments due to RDS, as applicable to the terms described in Section (G.) TERM AND RENEWAL below. Client requests for onsite visits by RDS are not included in the scope of support under these Terms and Conditions, and Client will be charged separately at the then-current rate, plus living and travel expenses.
3. Customer Care Services are provided to enhance our Clients’ experience when engaging RDS’s Support team. RDS re-invests proceeds from Software Support and Maintenance Service agreements into the Customer Care Services program. The Services provided are a result of the most common support requests RDS receives and are incorporated into our standard terms and conditions. Some of these Services include:
 - a. Annual System Health Check: The purpose is to ensure Client’s system is optimized for performance and functionality. An RDS representative will coordinate with Client to schedule an annual review to assess the current state of the supported software and the related environment(s). Some of the areas to be examined include:
 - i. Environment OS and Database versions, adequate data, and image partition free space, supported software versions including patch levels, license and volume (Intelligent Capture) utilization, audit trail settings enabled per Client requirements, audit table optimization, security settings including use of SSL certificates, encryption, roles and permissions review.



- b. **Training and Learning:** The purpose is to ensure software users and administrators receive the most benefits from the software and have the best user experience. RDS will perform scheduled sessions, using webinars or other online services, that Clients can attend to further their knowledge of the supported software and solutions. Invitations will be sent prior to these events, allowing Clients to schedule their time in advance. Clients with active Software Support and Maintenance Service agreements may get access to exclusive content.
 - c. **Administrative Tasks:** The purpose is to ensure System Administrators can provide support and maintain the software internally. Administrative tasks may be provided to help Client IT resources administer software covered under the Customer Care Services of this agreement. Examples of these tasks include:
 - i. Application Management such as creating new Applications, adding or modifying new index fields, adjusting Application-level parameters, etc.; User/Group and permission management.
 - ii. Total time spent, whether on a per-incident basis or as an annual total of aggregated incidents, on Administrative Tasks as part of this Software Support and Maintenance Agreement is limited and is at the discretion of RDS.
 - iii. If Administrative Tasks are to be performed outside the scope of Customer Care Services, and before any work is initiated, RDS will provide Client with a Statement of Work (SOW) that includes details of work to be performed and associated costs.
 - iv. Tasks that include programming or development work, including writing, reviewing, or modifying any code, are excluded from this provision.
 - d. **Support Portal:** The purpose is to provide a central location for Clients to access software product information and support ticket statuses and resolutions. In addition to submitting new tickets, Clients can review and manage historical ticket information, including resolutions to old issues. Clients can also browse our Knowledge Base. Topics include common issues by product and access to reference materials such as Administrator and User manuals and Quick Reference guides.
4. For all Software Support and Maintenance Services provided by RDS that are not covered in this document, whether provided in person, by telephone, or by other remote access options, RDS will present Client with a Statement of Work detailing proposed services and associated costs.

(B.) ADDITIONAL SERVICES OPTIONS

- 1. **Extended Support:** For product releases in the Sustaining Maintenance phase of their support lifecycle, Extended Support offers expert-level technical support and



an escalation path to R&D for critical issues. Higher fees may be applied to Software Support and Maintenance Services associated with software that has entered the Sustaining Maintenance phase of their support lifecycle. The timing of when products enter this phase is determined by the respective software manufacturers.

2. Standby Support: The impact of system downtime is greatly reduced over nights and weekends, which makes these great times to perform system maintenance like upgrades and server migrations. The Standby Support program offers a remote safety net for Client planned system events. RDS will arrange for a highly experienced technical specialist to assist Client in-house service management teams to resolve challenges faced when making changes to Client business-critical production environment. A separate Statement of Work (SOW) that includes details of work to be performed and associated costs will be provided to Client for approval before Standby Support is rendered.

(C.) RDS RESPONSIBILITIES

1. For Basic Technical Support, RDS will receive and track problems from authorized Technical Contact(s) via telephone, email, or onsite visits. RDS will use commercially reasonable efforts to provide Technical Contact(s) with Technical Support consisting of telephone assistance, e-mail, remote access (VPN, Microsoft TEAMS, etc.), and access twenty-four (24) hours per day, seven (7) days per week to web-based self-help and other web-based resources.
 - **Service Level Objectives.** During the Term of Maintenance hereunder, RDS will use commercially reasonable efforts to meet the following service level objectives and response times.

Severity	Initial Callback	Definition	Contact Frequency
S1	2 hours or less	Severe problem preventing Client from performing critical business functions. <ul style="list-style-type: none"> • Production data corruption (data loss, data unavailable) • Production System crash or hang • Production System significantly impacted • Production System and/or data is at high risk of potential loss or interruption • Production System workaround is required immediately 	Daily
S2	4 hours or less	Client able to perform job function, but performance is degraded or severely limited. <ul style="list-style-type: none"> • Production System adversely impacted 	Every other day



		<ul style="list-style-type: none"> • Non-Production data corruption (data loss, data unavailable) • Non-Production System crash or hang • Non-Production System and/or data is at high risk of potential loss or interruption • Non-Production System workaround is required immediately • Test and/or Development System is inoperative 	
S3	1 business day or less	<p>Client performance or job function is largely unaffected.</p> <ul style="list-style-type: none"> • Production, Test, or Development System has encountered a non-critical problem or defect and/or question have arisen regarding product use 	Weekly
S4	2 business days or less	<p>Minimal System impact. Includes feature requests and other non-critical questions</p> <ul style="list-style-type: none"> • No Client business impact • Requests for enhancements 	Monthly

2. Updates to the Software are available to the Client upon payment of the Client's annual maintenance fee to RDS, as they become available, during the Term of Client's authorized administrative contract. RDS does not cover software installations or version upgrades performed by end-user personnel unless previously approved in writing by the management of RDS Technical Support Department. Upgrade services can be purchased based on the prevailing daily rate of Professional Services. A Statement of Work (SOW) will be presented to the Client with a summary of tasks and associated charges before any work commences.
3. Support for Workflow products is strictly limited to the support of the functionality of the software. All support for workflow maps and coding/programming is considered a billable support call, and a purchase order must be provided prior to the commencement of this type of support. This support can be purchased based on the prevailing daily rate of Professional Services. A Statement of Work (SOW) will be presented to the Client with a summary of tasks and associated charges before any work commences.
4. It is at the sole discretion of RDS to decide when a support call becomes a billable Professional Services event.

(D.) CLIENT RESPONSIBILITIES

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



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

(E.) CLIENT NOTIFICATION PROCEDURES

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

(F.) SPECIFIC EXCLUSIONS

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

1. RDS does not support: (i) modified or damaged Software or any portion of the Software incorporated with or into other software; (ii) Software that is not the then-current release or the immediately previous sequential minor release. Software versions older than the previous minor release, but are still



supported by the manufacturer, may still be supported upon the discretion of RDS; (iii) problems caused by Client's negligence, abuse or misapplication, use of the Software other than as is specified in the applicable user documentation, or other causes beyond the control of RDS; or (iv) problems caused by any hardware or software that is not supported by RDS. RDS will not be responsible for the cost of any changes to Client's hardware or software which may be necessary to use the Software due to a Workaround or Update.

2. Hard Disks: Disk surface test and integrity analysis; Disk defragmentation; Virus scanning and protection.
3. Database integrity: Routine database or index file rebuilds; database restoration from backup source.
4. Backup of data, images, programs, system files, etc.: Performing regular backups to tape or optical or other media, as applicable; Testing the integrity of the backup media and data/images, as well as the System's ability to restore data from a backup source, Safe and proper storage of the backup media.
5. The terms and conditions set forth in this document do not cover data entry or recovery, database editing or recovery, image recovery, or index rebuilds beyond the initial installation and testing period.
6. The terms and conditions set forth in this document do not cover software installations or version upgrades performed by end-user personnel unless previously approved in writing by the management of RDS Technical Support Department.
7. The terms and conditions set forth in this document do not cover service, repairs, parts, or travel necessary because of accidents, misuse, modification, abuse, neglect, theft, vandalism, electrical power failure or fluctuation, alteration, fire, water or other casualty, acts or omissions in performance by non-RDS personnel; malfunctions of parts, attachments or programs not supplied and installed by RDS; aging, obsolete or incompatible Hardware or Software not supplied and installed by RDS; or the use of inferior or incompatible parts or supplies as determined by RDS.
8. The terms and conditions set forth in this document do not cover storage media, including but not limited to optical disks, DVDs, disks, tapes, etc.
9. The terms and conditions set forth in this document do not cover new feature requests of custom RDS code which were not part of the initial requirements with the Client and RDS.



10. The terms and conditions set forth in this document do not cover modifying features of custom RDS code that is already deployed, in production, and has been signed off as complete by the Client.

(G.) TERM AND RENEWAL

1. **Initial Term and Renewal:** The Initial Term for Software Support and Maintenance Services is twelve months beginning on the Purchase Date which thereafter is the Start Date or Anniversary Date of each renewal period. Unless either party provides 120 calendar days written notice prior to the expiration of the current term, the Software Support and Maintenance Services will automatically renew for a Subsequent Term on an annual basis, commencing each anniversary of the Start Date. Before the commencement of a Term, Client is obligated to pay the applicable entire annual fee with respect to the Covered Software which Client has licensed from any software manufacturer supported by RDS, failing which, RDS may suspend some or all the Services until payment has been received. Such suspension shall not relieve Client from Client's obligation to pay the applicable Software Support and Maintenance Services fee. RDS may increase the annual fee for subsequent terms of Software Support and Maintenance Services by the greater of 10% of the price of the previous Term or the current Consumer Price Index (CPI) statistics published by the United States Bureau of Labor. All fees paid for the Software Support and Maintenance Services are non-refundable.
2. **Reductions:** All requests to renew Software Support and Maintenance Services on a fewer number of licenses or modules for Covered Software than is currently covered under maintenance and support must be submitted in writing to RDS no less than 120 calendar days prior to the expiration of the then-current Term. Acceptance of any such requests is at the software manufacturer's sole discretion. If the software manufacturer accepts such a request, then they shall only provide software Updates and support for the number and type of licenses included in Client's then remaining Covered Software being renewed under maintenance and support. The maintenance charges for the remaining Covered Software shall be re-priced under then-current Software Support and Maintenance Services program. In such an event, the fees applied to each license may differ from any earlier Terms (for example, previously granted fee discounts are not applicable). Any renewal of maintenance and support for Covered Software must result in all of Client's licenses of such Software products and related modules being covered by a maintenance and support plan. If Client cancels maintenance and support for a portion of any Software product or related modules, Client will be required to cancel the licenses for the unsupported software.
3. **Lapse and Reinstatement:** If Client terminates or cancels, as applicable, a Term of the Software Support and Maintenance Services for the Covered Software, Client may, upon agreement by RDS and software manufacturer(s), subsequently purchase then-current Software Support and Maintenance



Services for said Covered Software for a fee to be determined by RDS at time of request. However, in addition to the fee for the new Term, which shall be a minimum of 12 months, Client will need to pay the fees that would have been payable had Client continued the Software Support and Maintenance Services uninterrupted. The fees charged to reinstate Software Support and Maintenance Services are subject to a surcharge for each lapsed month, including the month of reinstatement. Future reinstatement of software not canceled as a part of a reduction as described in Section (G.) item 2. Reductions, is subject to payment of back-maintenance fees and lapsed month surcharges. RDS will confirm fees for reinstatement at the time the request is made for reinstatement.

4. Expiration: Upon Expiration of the Term of a Software Support and Maintenance Services Agreement, Client acknowledges and agrees that any and all agreements between Client and RDS related to Software Support and Maintenance Services shall automatically terminate, irrespective of whether these agreements were documented in this or any other document. Should Client at any point in time after Expiration, choose to subscribe again to Software Support and Maintenance Services, Client will do so under the then-current RDS Software Support and Maintenance Services Agreement and delivery terms, and RDS shall not be obligated to comply with, any agreements that were entered into prior to the Expiration date related to such Software Support and Maintenance Services.

(H.) GENERAL

1. RDS Software Support and Maintenance Services term is 12 (twelve) months from the support anniversary date. RDS will send a renewal reminder to the Client that includes the charge for the next 12 (twelve) month period at the then prevailing rate. This renewal will also serve as an invoice if Client chooses to renew support.
2. RDS Software Support and Maintenance Services is not assignable and may be canceled by RDS upon written notice to the Client if the System is sold, leased, moved, or transferred to another location or entity.
3. The terms and conditions set forth in this document constitute RDS Software Support and Maintenance Services with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in these terms and conditions. No amendment or waiver of these terms and conditions may be made except in writing.
4. RDS will not be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic conditions, or other reasons of a like or dissimilar nature beyond its control. In no event will RDS be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use the System or related documentation.



5. The offering of RDS Software Support, in and of itself, is no guarantee that the System is suitable for the Client's purposes, or whether the System will achieve the Client's intended results. This paragraph is not intended to diminish or alter any representations or warranties with respect to the performance, ownership or design of the System, or support of the software made elsewhere in these terms and conditions or otherwise by RDS.
6. RDS liability in case of non-performance herein will be limited to the Annual Software Maintenance Renewal Charge.
7. RDS custom code/applications/APIs created as a specific deliverable, usually done in accordance with a mutually approved Statement of Work between RDS and Client:
 - a. RDS will support custom code/applications/APIs written by RDS. The Revolution Data System's support/development team will work to resolve issues until the problem is resolved following the Service Level Objective guidelines in section (B)1 of this document.
 - b. RDS will support revising minor custom code changes of custom code/applications/API integrations when the Client upgrades the host application, provided that code changes do not constitute a "major" re-write in order for the integration to function properly. Whether a host application manufacturer has enacted a major rewrite will be discussed jointly between RDS and Client; however, the final determination will be at the sole discretion of RDS. Examples of minor code revisions include, but are not limited to: Parameter changes, database changes, website page modifications, and/or URL changes.
 - c. Revolution Data Systems will support revising minor custom code configurations of Revolution Data custom code integrations where Client environment changes must be performed and will prevent the custom integration from working properly. Client Environment changes may include, but are not limited to: OS updates, firewall and/or security changes.

(I.) PROCEDURES

1. Payment of RDS Software Support and Maintenance Services charge entitles the Client to contact a trained RDS Technical Services representative with questions regarding our products. RDS's courteous support team may be reached via online portal, telephone, and e-mail.



2. Every Client with an active RDS Software Support and Maintenance Agreement may request new version updates and patches within the then current yearly term.
3. RDS Software Support and Maintenance Services: When contacting RDS Technical Services department, please be sure to have the following information: company name, the product in question, the product version Client is using, and the nature of the issue Client is experiencing.
4. **Normal Technical Support Hours of Operation** are defined as Monday through Friday, excluding holidays, between 6:00 AM and 6:00 PM. via online portal and email. Support during these hours of operation is available to each Client based on the Central U.S. time zone. Telephone support is available between 8:00 am and 4:30 pm Central at (985) 888-0091, option two (2).
5. E-mail: Feel free to e-mail our support department (support@revolutiondatasystems.com), 24 hours/ 7 days.
6. **After-hours Support** is defined as requested support outside of Normal Technical Support Hours of Operation (as defined above). For after-hours support please email support@revolutiondatasystems.com. Expected response time is within two hours of the initial email to RDS Client Technical Support. RDS Client Technical Services department reserves the right to reconsider the severity of the after-hours support issue and determine if the issue is an emergency. If it is not considered an emergency, a return call during Normal Technical Support Hours of Operation will be recommended. After-hours support is provided with advanced notice and is billable at the current RDS rate for after-hours support.
7. Online Services: Clients with annual RDS Software Support and Maintenance Services Agreements have access to support files from both the Distributor and Software Vendor web/FTP sites. Available files include tech notes (technical bulletins updated monthly), product release histories, and various third-party software.
8. Software Updates: All software updates are processed on a request-and-receive basis. Clients may contact the RDS support department to receive all software updates. New releases may be downloaded from the Distributor or OpenText FTP site. Clients must first call the RDS support team for the current password. Please be able to provide an end-user company name, the software version and product serial number.
9. Remote Support: RDS strongly suggests that every Client obtain Remote control software (i.e., VPN, GoToMeeting, etc.) or provide alternative means to use for technical assistance. These products are necessary for RDS support team to assist Client remotely. With Remote control software RDS technicians



can access Client system directly and fix most problems with little or no user intervention. It also serves as a learning process since the end user sees all functions as they occur.

10. System: While RDS can assist Client with any question relating to our software products, proper system maintenance by the user can greatly improve system reliability and performance. General system maintenance should include database maintenance, preventative maintenance of applicable hardware, and version updates of third-party software with any application service packs.

