



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

Solicitation

NUMBER
LOT519

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
EVELYN MELTON
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

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WEST VIRGINIA LOTTERY

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900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED
02/19/2014

BID OPENING DATE: 03/25/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA LOTTERY COMMISSION TO ESTABLISH AN OPEN-END CONTRACT TO PROVIDE FOR APPLICATION XTENDER PROFESSIONAL/SUPPORT AND MAINTENANCE REQUIRED TO COMPLETE THE IMPLEMENTATION OF THE WV LOTTERY'S APPLICATION XTENDER DOCUMENT MANAGEMENT, WORKFLOW AND E-FORM SYSTEM PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	1	HR		920-45		
				APPLICATION XTENDER - PROFESSIONAL SERVICES RATE		
0002	1	HR		920-45		
				APPLICATION XTENDER - ANALYSIS RATE		
0003	1	HR		920-45		
				APPLICATION XTENDER - TRAINING RATE		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	1	HR		920-45		
				APPLICATION XTENDER - PROJECT MANAGEMENT RATE		
0005	1	HR		920-45		
				APPLICATION XTENDER - OVERTIME/EMERGENCY RATE		
***** THIS IS THE END OF RFQ LOT519 ***** TOTAL:						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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

WV Lottery Building
900 Pennsylvania Avenue
Charleston, WV 25302

March 4, 2104 - Tuesday @ 2:00 P.M.

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order 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 non-binding.

Question Submission Deadline: March 7, 2014 - end of business +

Submit Questions to: Evelyn P. Melton +

2019 Washington Street, East
Charleston, WV 25305

Fax:

Email: evelyn.p.melton@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made 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 signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: Technical
 Cost

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 time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: March 25, 2014 - Tuesday @ 1:30 P.M.

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

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

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

 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

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

 - 2.8 **"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: This Contract becomes effective on _____ upon award
and extends for a period of **one (1)** year(s).

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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to **two (2)** successive **one (1)** year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

6. **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.

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

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance:
\$ 1,000,000.00 minimum or more.

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

EMC Accredited Sale & Technical Engineer

Kofax Certified Solution Specialist

Associated for Information & Image Management (AIIM)

Project Management Professional Certified (PMP)

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

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein 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.

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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
\$1,000/operational day for (see section 11.2 of the specifications)

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov.
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION
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SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open end contract for Application Xtender professional services/support and maintenance based on hourly rates. These services are required to complete the implementation of the WV Lottery (WVL) Application Xtender Document Management, Workflow, and e-Form System. In addition, the Vendor will be required to provide services to support, maintain, and enhance the AX system on an ongoing basis to ensure system operability and to accommodate future business needs.

Since this is an hourly rate contract, each engagement will require the development of a detailed Statement of Work (SOW). The SOW will be developed in collaboration with the successful Vendor and Lottery personnel and will outline the services required along with a detailed list of deliverables, deadlines, and payment structure. Each SOW will be utilized to develop a release order resulting from this contract and will include a firm fixed not to exceed price for services to be performed. In the event of a system failure, or if maintenance is required to prevent a system failure, services will be billed on an as needed basis; however, prior authorization will be required from Lottery personnel.

BACKGROUND:

The Lottery purchased Application Xtender software to be utilized as an Enterprise Document Management System to share information between its headquarters located in Charleston and its offices located throughout the state. The initial purchase for software and professional services was processed as a request for proposal (RFP) and awarded to a Document Management System Integrator. There were a number of challenges during the initial system implementation and contract expired prior to project completion. As a result, the Lottery is establishing this open end contract to provide services on an as needed basis to complete the initial project and to provide system maintenance.

The AX system is comprised of two virtualized servers and a document repository with files located on network storage as well as archived on an EMC Centera Storage device. There are approximately five (5) AX applications currently being used along with a configuration of Input Accel for batch file capture. The five applications include:

- Licensing
- LVL Security
- Traditional Security
- Human Resources
- Validation

In addition, the Lottery also maintains a separate scanning system utilizing Kofax Scanning and ADIS (Audit Detail Imaging System) software which is used to transfer documents to the WV

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Auditor's Office. Both AX and ADIS systems are critical to Lottery business operations. Future plans may involve consolidation of these independent systems.

The Lottery also operates a series of Microsoft SQL databases which maintains essential data for key business processes. The databases function independently of the AX System; however, many data values are utilized to populate document index values in the AX System. When a new document is scanned into the system an AX script function is utilized to retrieve index values from the database. A majority of the documents stored in AX are supporting documents for data entered into the database. There is also, a series of electronic records in PDF format that are linked to various database records. The Microsoft SQL databases and the AX system need to work cooperatively to provide the Lottery with a single document repository.

Prior to the expiration of the original RFP, the Lottery hired an EMC Application Xtender subject matter expert to conduct a complete system analysis of the existing components of the Lottery AX system. The report contains a detailed analysis of the system and identifies issues with the system configuration. In addition, the report outlines project tasks yet to be completed as well as enhancements that would improve system performance. The successful Vendor will be provided with a copy of this assessment which will serve as a guide to completing remaining project tasks and system enhancements. The Vendor will then be expected to utilize this document to develop the initial SOW to provide necessary services to complete the core AX system configuration including AX workflow and e-form technology.

PREBID:

A mandatory pre-bid conference for this RFQ will be scheduled for March 4, 2014 – 2:00 P.M. at Lottery Headquarters, 900 Pennsylvania Avenue, Charleston, WV 25302. Failure to attend this pre-bid meeting will result in disqualification. Documentation submitted by Vendors that fail to attend this mandatory meeting will not be considered for evaluation.

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

2.1 **“Contract Services”** means Application Xtender Professional Services, which include programming, development, configuration, implementation and project management. The Vendor must complete a pricing schedule which includes the hourly rate for professional services being bid.

2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as LOT 519.

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3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications. Failure to meet any of these qualifications will result in disqualification.

3.1. Vendor shall have a minimum of five years of experience installing and configuring Application Xtender Systems with at least 75 users and with multiple locations throughout West Virginia. The Vendor shall provide at least three system references that demonstrate this experience. Successful contact with all references will be required to meet this requirement. The Vendor shall supply the following information:

Name:

Address:

Telephone Number:

Email Address:

Brief Summary of System/Services Provided:

Size of System – Number of Users & Locations:

Vendor shall complete Attachment A & B Vendor Qualifications/References. Failure to complete this section will result in Vendor disqualification. Vendor shall outline in detail all their experience and system references and experience as requested in section 3 and 4 of this RFQ.

3.2. Vendor shall have a minimum of two permanent (W-2 Employed Staff) employees on staff with programming and technical experience working with Application Xtender Systems. These employees must work directly for the Vendor and may not be subcontracted employees. At a minimum, one of these employees must be dedicated to the Lottery project. At a minimum, these employees must have three years experience working with Application Xtender. Resumes for these employees shall be attached to the bid response to verify experience.

3.3. Vendor shall provide documentation demonstrating that at least one of these employees is an EMC Accredited Sales and Technical Engineer. This documentation shall demonstrate that the individual has been certified by EMC for a period of no less than three years.

3.4. Vendor shall have documented experience with programming using AX custom script tools and workflow development. Vendor shall supply references for at least two projects that have utilized AX Scripting. This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, then the Vendor will be disqualified.

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- 3.5. Vendor shall have experience developing custom workflows utilizing AX custom tools. The Vendor will be required to provide two references for AX systems utilizing custom workflows. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.6. Vendor shall have documented experience working with the AX Web Component in a system that is configured and utilized in several offices located throughout the state. Experience with AX Web is necessary to verify the ability to configure and administer complex wide area systems. The Vendor shall submit documentation which demonstrates experience with a system that is utilizing AX Web. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.7. Vendor shall have experience with a minimum of two AX systems operated by WV State Agencies that are utilizing an automated procedure for work processing. Vendor must provide references which will be contacted to verify this experience. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.8. Vendor shall have a minimum of two years experience working with electronic forms processing technology. Vendor will be required to provide two references of projects utilizing electronic forms processing technology. These references may include web based custom forms and/or systems utilizing Adobe forms. Experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.9. Vendor shall have at least one employee on staff that is a Kofax Certified Solution Specialist. The Vendor will be required to submit from documentation from Kofax to support this certification.
- 3.10. Vendor shall have a minimum of two years experience working with ADIS (Auditor Document Imaging Software). This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.11. Vendor shall have experience configuring and maintaining batch scanning document capture and document capture software. Vendor shall provide two references for systems utilizing batch scanning functionality. This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.

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- 3.12. Vendor shall have experience with configuring automated document index processes that utilizes a key field to retrieve corresponding data values from a backend database. Example: License Number (key field) retrieves name, status and etc. Vendor shall provide two references for systems utilizing automated index processing. This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.13. Vendor shall have experience configuring automated SQL processes or jobs that execute programmed queries against independent databases and then uses the results to populate or index values in AX. Vendor shall provide two references for systems utilizing SQL processes to update AX. This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.14. Vendor shall have experience configuring and implementing EMC Centera Storage for AX. Vendor shall provide references of two AX systems which utilize Centera storage. This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.15. Vendor shall have experience working with web servers and web based security. Vendor shall provide references of at least one system utilizing web based applications such as e-form technology.
- 3.16. Vendor shall provide at least two system references to demonstrate experience working with SQL Server 2008 or higher. This experience will be verified by contacting references provided by the Vendor. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.17. Vendor shall have at least one employee on staff that is certified by Association for Information and Image Management (AIIM) and has a technical understanding of best practices associated with document management, imaging, workflow and e-form technologies. The Vendor will be required to provide documentation to support this certification. If the Lottery is unable to verify this experience, the Vendor will be disqualified.
- 3.18. Vendor shall have at least one employee on staff that is certified as a PMI Project Management Professional (PMP). The Vendor will be required to provide documentation to support this certification. If the Lottery is unable to verify this experience, the Vendor will be disqualified.

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4. MANDATORY REQUIREMENTS:

- 4.1 Mandatory Contract Services Requirements and Deliverables:** Vendor shall provide professional services based on an hourly rate for services defined in a SOW. Each SOW will be utilized to establish a contract release order.
- 4.2 Vendor MUST bid hourly rates which will be utilized to perform system enhancements, upgrades, implementation, analysis, and project planning. Vendor MUST work with Lottery personnel to develop a SOW for all project tasks. Each SOW must be mutually approved by both the Lottery and Vendor and MUST define the scope of work being performed as well as a not-to-exceed price for services.
- 4.3 Vendor MUST also provide for on-going maintenance and support for the Lottery system to ensure continued system functionality. This will be an open end contract to provide unlimited hours for AX Professional Services for system maintenance activities based on approved SOW utilizing the established contract hourly rates. A separate contract release order will be issued and will be utilized for billing maintenance/support activities based on an established hourly rate.
- 4.4 Vendor MUST demonstrate the ability to handle the management aspects of the project by dedicating at least one full time employee to the Lottery project; however additional resources may be necessary during the execution of various tasks defined by the SOW. Vendor shall submit documentation for all employees that may be assigned to work on the Lottery system. These employees will be required to submit fingerprints for background investigation performed by the Lottery. The Lottery reserves the right to approve all staff members assigned to perform contract services.
- 4.5 Vendor MUST supply contact information for staff members assigned to Lottery system. Vendor MUST also identify a primary contact person with telephone number and email address to receive technical support requests.
- 4.6 Vendor's primary representative will be required to work directly with the Lottery's AX System Administrator for the duration of this contract. Prior to commencing any work under this contract, services must be approved by the Lottery.
- 4.7 Vendor MUST work in conjunction with Lottery staff to develop a complete Statement of Work (SOW) which outlines the services necessary to complete the implementation of the AX system, workflow, and e-Form components. The initial SOW will be based on EMC's AX System Assessment which outlines deficiencies with the initial system

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implementation as well as components that were not completed by the initial contract Vendor. Additional SOW's may be issued as requested by the Lottery to accommodate system enhancements.

- 4.8** Success of the AX system is dependent on the Vendor's understanding of the Lottery business practices and procedures. As a result, the Vendor MUST obtain a comprehensive understanding and knowledge of the Lottery's business practices and functions. The Vendor will be required to perform work on-site with Lottery subject matter experts. This may involve conducting interviews and observing work being performed. The Vendor MUST utilize this understanding of the Lottery's work processes, in addition to State Security Standards regarding PII (Personally Indefinable Information), to implement document management and workflow technologies and to develop, recommend and execute processes that optimize business efficiency through process improvement.
- 4.9** Vendor MUST work with Lottery personnel to develop and configure automated document retention policies that will enforce agency approved document retention policies for documents which are currently stored in the AX repository.
- 4.10** Vendor MUST provide emergency services in the event of a system failure or any emergency situation. The Lottery is a 24/7 operation; as a result the system must be operational at all times. The Vendor will be authorized to bill for emergency services based on an hourly rate. Any work performed on an emergency basis must be approved and coordinated by Lottery personnel.
- 4.11** Vendor MUST provide for both onsite and off-site technical support for the AX system. Hours spent on technical support may be billed on an as needed basis with prior approval by WV Lottery Personnel.
- 4.12** Vendor MUST be available between the hours of 8:00 a.m. and 5:00 pm Eastern Standard time, excluding WV State and Federal Holidays. Vendor MUST also be available on an "On Call" basis in case of emergencies after normal business hours.
- 4.13** Vendor MUST respond verbally within (30) thirty minutes of receiving a technical support call. In addition, the Vendor MUST be onsite within (4) hours to resolve technical support issues.

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- 4.14** Services provided in accordance with each SOW must be provided onsite at Lottery headquarters at the discretion of Lottery personnel; such onsite tasks shall be detailed in the SOW for each task.
- 4.15** Vendor's representative will be expected to work both onsite and remotely via remote access. Any remote access must be scheduled in advance and approved by the AX System Administrator. All remote connectivity will be coordinated and approved by the Lottery IT Division. In addition, project personnel must be able to work flexible hours to accommodate Lottery system users by providing system maintenance during hours which do not affect operations.
- 4.16** Vendor must provide technical support for all aspects of the WV Lottery AX system, which shall include but is not limited to the following software components:
- Application Xtender Desktop Manager
 - Application Xtender Web Access
 - Application Xtender Workflow Manager
 - Application Xtender Reports Manager
 - Application Xtender Retention for Centera
 - Input Accel Batch Scanning
 - Formatta e-forms
 - Backup and Off-site Recovery
- 4.17** Vendor MUST perform routine operational monitoring and inspection of the Lottery AX system and shall ensure that procedures are implemented to perform system backups. The Vendor MUST work with Lottery Personnel to develop a schedule for these activities.
- 4.18** Vendor MUST also work with Lottery personnel to develop procedures for disaster recovery and business continuation in the event of a system failover to the disaster recovery site in White Hall, WV.
- 4.19** Vendor MUST proactively work to avoid system operational issues and to identify and resolve possible system performance issues. In the event issues are identified, the Vendor MUST work with Lottery personnel to recommend and implement of corrections.
- 4.20** Vendor MUST advise Lottery personnel on potential system upgrades, enhancements and maintenance.

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- 4.21 Vendor MUST make recommendations to Lottery personnel concerning configuration and installation of external components related to the use of web based e-form submissions.
- 4.22 If necessary, Vendor MUST collaborate with the Lottery and other 3rd party subject matter experts/software manufacturers on strategic planning to ensure future system operability.
- 4.23 If a 3rd party consultant is required, the Vendor will be authorized to contract for these services on behalf of the Lottery with prior authorization. The Lottery reserves the right to approve all 3rd party personnel. The Vendor will be authorized to bill for services incurred on behalf of the Lottery. Such services MUST be detailed in a separate SOW and approved by Lottery personnel.
- 4.24 Vendor MUST provide Lottery personnel with detailed system documentation when any changes, modifications or enhancements are performed on the AX system.
- 4.25 Vendor MUST work with Lottery personnel to comprehensively test proposed modifications to the AX system prior to introducing such changes into the production environment. Services shall not be invoiced or approved for payment, until such services have been accepted and approved by appropriate Lottery personnel.
- 4.26 Vendor MUST provide personnel to conduct both user and system administration training. Training required will be thoroughly detailed in each SOW.
- 4.27 Vendor MUST currently have and MUST commit to maintain for the term of this contract, W-2 employed staff members experienced and qualified to support all technologies utilized in the system. The Vendor shall identify these staff members in its response to this RFQ and shall provide resumes and documentation supporting this experience. Changes to staff members during the course of this contract must be approved by Lottery personnel and shall meet all requirements detailed in section 3 of this RFQ.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide the Lottery hourly rates for Application Xtender Professional Services. The Contract shall be awarded to the Vendor that provides the services which meet all required specifications for the lowest overall total cost as shown on the Pricing Pages.

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5.2 Pricing Page: Vendor MUST complete the Pricing Page by supplying hourly rates for AX Services. Vendor MUST complete the Pricing Page in full as failure to complete the Pricing Page in its entirety WILL result in Vendor's bid disqualification.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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 an hourly rate for services, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Payment will be based on deliverables as defined in each SOW. The SOW may also include a provision for a hold back amount until tasks have been approved and accepted by Lottery personnel.
8. **RENEWALS:** This shall be a three year contract with the option for (2) two (1) one year renewals.
9. **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.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Lottery facilities. In the event that access cards and/or keys are required:
 - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 10.3. Vendor shall notify agency immediately of any lost, stolen, or missing card or key.
 - 10.4. Anyone performing under this Contract will be subject to agency's security protocol and procedures.

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- 10.5.** Vendor shall inform all staff of agency's security protocol and procedures.
- 10.6.** Prior to award, all personnel performing services for the Lottery shall be subject to initial and periodic background checks using the Lottery's electronic fingerprint capture system. In the case of a disqualification due to a criminal background refusal, the basis for disqualification shall be a conviction of any felony or crime related to theft, gambling or involving moral turpitude. Upon award, Vendor will work with Lottery personnel to identify personnel that complete the necessary background check requirements.

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11. VENDOR DEFAULT:

11.1. The following shall be considered a Vendor default under this Contract.

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

11.1.2. Failure to comply with any specifications and requirements contained herein.

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

11.1.4. Failure to remedy deficient performance upon request within a 30 day time period.

11.2 Liquidated Damages

Assessment of the following liquidated damages shall be considered reasonable and shall not limit the State or the Lottery's right to pursue any other claim or remedy available by law or in equity relating to the circumstances described in this section.

The Lottery shall notify the Vendor, in writing, of the assessment of liquidated damages for any default specified herein, and all liquidated damages Vendor's receipt of such notice from the Agency. If the Vendor does not pay such sums within thirty (30) days after receipt of such notice from the Lottery, any sum which may be due to the Lottery may be deducted and retained by the Lottery from the balance which my otherwise be due to the Vendor. In addition, should the Agency obtain a monetary judgment against the Vendor as a result of a breach of the Agreement arising from this RFQ, the Vendor shall consent to such judgment being set-off against moneys owed to the Vendor by the Lottery.

Partial performance of its duties shall not relieve the Vendor from liability for liquidated damages in any material portion of the agreement arising from this RFQ remains unperformed upon the date performance is to be completed. The Vendor's liability ceases at the time Agency receives substantial performance only exception is force majeure.

The Vendor will be subject to liquidated damages in the event that the Vendor fails to comply with the staffing requirements outlined in section 4 of this RFQ. All services provided under this contract must be performed by W-2 employed staff members of the vendor responding to this RFQ. If an employee of the Vendor is not adequately certified or does not remain certified to perform services under this contract then liquidated damages may be assessed. In addition, the Vendor will be subject to liquidated damages for failure to dedicate sufficient resources to complete tasks outlined in the SOW.

REQUEST FOR QUOTATION
LOT 519 AX Professional Services/Support & Maintenance

The Vendor will be subject to liquidated damages at a rate of \$1,000 per operational day for the following reasons:

- Failure to adhere to SOW timelines, completion of milestones and deliverables.
- Failure to respond to maintenance and emergency assistance within the time periods outlined in section 4.
- Unauthorized access to Lottery system and for introducing modifications to the production system without approval from Lottery personnel.
- Degraded system performance or loss of data in a disaster recovery/failover situation.
- Failure to notify Lottery personnel of system/software updates that are required for optimal system performance.
- Failure to advise Lottery personnel of critical system maintenance and failure to perform system maintenance to that necessary for optimal system performance.
- Failure to provide adequate system and administrative training.

Reference in this section to the term “operational day” and “operational days” refer to the period of time within twenty-four consecutive hours that the AX system is non-functional.

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

- 11.1.5.** Assessment of Liquidated Damages.
- 11.1.6.** Cancellation of the Contract.
- 11.1.7.** Cancellation of one or more release orders issued under this Contract.
- 11.1.8.** Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

EXHIBIT A

PRICING PAGES FOR LOT519 - AX Professional Services/Support & Maintenance				
ITEM #	DESCRIPTION	# of HOURS (Estimated for Evaluation Puposes)	HOURLY RATE	EXTENDED PRICE
1	Application Xtender Professional Services (Rate charged during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday)	20		
2	Application Xtender Analysis Rate (Rate charged during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday)	10		
3	Application Xtender Training Rate (Rate charged during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday)	5		
4	Application Xtender Project Management (Rate charged during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday)	10		
5	Application Xtender Overtime/Emergency Rate (Rate charged after normal business hours)	5		
TOTAL				

***Award will be made to the lowest overall total cost meeting all specifications

VENDOR NAME: _____

ADDRESS: _____

FAX #: _____

PHONE #: _____

E-MAIL ADDRESS: _____

REMIT TO ADDRESS: _____

SIGNATURE: _____

DATE: _____

REQUEST FOR QUOTATION
LOT 519 AX Professional Services/Support & Maintenance

Attachment A

Vendor Information	
Vendor Name:	
Address:	
Telephone:	
Email Address:	
Vendor Staff Members: Briefly outline certifications & experience (include copies of documentation if applicable)	
Staff Members Contact Information:	

REQUEST FOR QUOTATION
 LOT 519 AX Professional Services/Support & Maintenance

System References	
System Name: Address: Telephone Number: Email Address: Brief Summary of System/Services Provided: Size of System – Number of Users & Locations:	
System Name: Address: Telephone Number: Email Address: Brief Summary of System/Services Provided: Size of System – Number of Users & Locations:	
System Name: Address: Telephone Number: Email Address: Brief Summary of System/Services Provided: Size of System – Number of Users & Locations:	

REQUEST FOR QUOTATION
LOT 519 AX Professional Services/Support & Maintenance

Attachment B

Mandatory Experience Requirements – Identify staff member or system reference that accommodates the requirement	
Reference Number	Response
3.1	
3.2	
3.3	
3.4	
3.5	
3.6	
3.7	
3.8	
3.10	
3.11	
3.12	
3.13	
3.14	
3.15	
3.16	

CERTIFICATION AND SIGNATURE PAGE

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

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

VENDOR PREFERENCE CERTIFICATE

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

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ Signed: _____
Date: _____ Title: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT519

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Company

Authorized Signature

Date

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