



## REQUEST FOR QUOTATIONS (RFQ) #59000

### LICENSES FOR ELECTRONIC SIGNATURES

#### **PURPOSE AND SCOPE:**

WVNET is seeking a qualified vendor to provide licenses that will allow WVNET and participating institutions to sign documents electronically.

The scope of this work will include the provision to allow WVNET to assign licenses to staff at participating institutions as well as the ability to cancel licenses, if necessary. All licenses need to include the option to save any electronically signed document in PDF format. All licenses will need to be able to make sure the electronic signature is secure along with the entire document.

The intended start date for these licenses is September 3, 2023 and will be valid until June 30, 2024.

#### **BID INFORMATION:**

Bids are to be received by WVNET no later than 3:00pm EST on Friday August 18, 2023. Bids will be publicly opened at the date and time identified above. The bids will be opened at the address shown below.

The bid delivery address is:

Philip Snitz  
Manager of Business Operations  
837 Chestnut Ridge Road  
Morgantown, WV 26505  
Attn: RFQ 59000

Philip Snitz is the sole point of contact for this RFQ. No other communication with WVNET staff is permitted. Any unauthorized communication may be reason for vendor disqualification. Vendor questions regarding this solicitation should be emailed to [psnitz@staff.wvnet.edu](mailto:psnitz@staff.wvnet.edu).

Your bid response will be considered a public document. As a public document, it will be disclosed to the public following the bid opening. Submission of any bid constitutes your explicit consent to the public disclosure of your information.

This RFQ contains mandatory provision identified by the use of “will”, “shall” or “must”. Failure to comply with a mandatory provision of the RFQ will result in bid disqualification.

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

“Contract Services” means all services related to the software licenses purchased by WVNET and distributed to both staff at WVNET and at participating institutions

“Pricing Sheet” means the pages, attached hereto as Exhibit A, upon which the Vendor should list its proposed price for the Contract Services.”

“Request for Quotation (RFQ)” means the official notice of an opportunity to supply WVNET with services that is offered by WVNET.

“Vendor” means the entity submitting a bid in response to this RFQ, the entity that has been selected as the lowest responsible bidder or the entity that has been awarded the Contract.

**QUALIFICATIONS:**

The vendor should include information regarding the licenses and provide detailed documentation of what features are included with each license.

**CONTRACT REQUIREMENTS AND DELIVERABLES:**

The vendor is to provide the cost of the licenses in a given contract term (will go annually after the initial term for September 3, 2023 – June 30, 2024). Cost for licenses should be presented as an annual fee for each year after initial term.

WVNET will need 106 licenses effective September 3, 2023.

If participating schools add licenses at any time throughout the fiscal year, the total amount for these new licenses will be prorated for the remainder of the fiscal year in which they were added. These licenses will then be charged on an annual basis after the initial term.

If any licenses are canceled throughout the year, WVNET will notify vendor before the annual renewal period so WVNET will not be charged in the upcoming year for any licenses no longer in use.

The vendor who is awarded this contract will be required to be a registered vendor with the State of West Virginia.

**CONTRACT AWARD:**

1. The initial contract term will be for ten (10) months with the option to renew annually for four (4) additional years and expiring June 30, 2028.

2. The vendor must clearly identify all costs for the licenses requested above.
3. This contract will be awarded to the lowest cost vendor meeting all qualifications. If a vendor proposes terms and conditions in its' bid response, WVNET will require the vendor to sign a WV96 Agreement Addendum at the time of award. If the vendor is unable to sign this Addendum, negotiations between the Attorney General's Office and the vendor can be held to come to a point of agreement. The Addendum is shown in Exhibit B for example only and does not need to be completed and included with the bid response.
4. At the time of contract award, the vendor must complete a Purchasing Affidavit. The Affidavit is shown in Exhibit C for example only and does not need to be completed and included with the bid response.
5. At the time of contract award, the vendor must be registered and pay the fee to the WV Purchasing Division. If you are currently not a registered vendor with the State of West Virginia, you will need to register by going to [wvoasis.gov](http://wvoasis.gov) and clicking on the VSS link. Once in VSS, just follow the prompts to complete your vendor registration. This doesn't have to be completed until the contract is awarded.

#### **PAYMENT FOR SERVICES:**

WVNET's preferred method of payment is P-Card. Preference may be given to a vendor who accepts the pcard.

#### **VENDOR DEFAULT AND REMEDIES**

The vendor will be considered in default if they fail to perform the Contract Services in accordance with the requirements contained in this RFQ. Upon default, the vendor will be given 30 days to remedy any defaults and perform the Contract Services as required. If the vendor fails to remedy any default within the 30 days, WVNET reserves the right to immediately cancel the contract without notice.

#### **GENERAL TERMS AND CONDITIONS:**

1. ACCEPTANCE: Vendor shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Vendor are objected to and are hereby rejected, unless otherwise provided for in writing by WVNET and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of WVNET shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.

3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Vendor without WVNET's consent.

5. CANCELLATION: WVNET may cancel any Purchase Order/Contract upon 30 days written notice to the Vendor.

6. COMPLIANCE: Vendor shall comply with all federal, state and local laws, regulations and ordinances, if applicable.

9. HOLD HARMLESS: WVNET will not agree to hold the Vendor or any other party harmless because such agreement is not consistent with state law.

10. MODIFICATIONS: This writing is the parties' final expression of intent. No modification of this Order shall be binding unless agreed to in writing by WVNET.

11. NON-FUNDING: All services performed, or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.

13. PAYMENTS: Payments may only be made after the delivery of goods or services.

14. RENEWAL: The Contract may be renewed only upon mutual written agreement of the parties.

<b>Exhibit A - Cost for Services</b>	
	<u><b>COST per LICENSE per FISCAL YEAR</b></u>
FY24 - September 3, 2023 - June 30, 2024	
FY25 - July 1, 2024 - June 30, 2025	
FY26 - July 1, 2025 - June 30, 2026	
FY27 - July 1, 2026 - June 30, 2027	
FY28 - July 1, 2027 - June 30, 2028	

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WVNET

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service: licenses for electronic signatures

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**

2. **PAYMENT** – 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 licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. 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.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: \_\_\_\_\_

Vendor: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# PURCHASING AFFIDAVIT

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

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

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

## DEFINITIONS:

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

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

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

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

## WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: \_\_\_\_\_

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** \_\_\_\_\_