

REQUEST FOR QUOTATION  
WVDOT Content Management System (81260237)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish an open-end contract for an on-premises workflow and content management system.

The vendors proposed workflows and content system must enable WVDOT users to process work more efficiently, faster, and more accurately than with traditional paper processing. The workflow must support successive points of input or action when required to complete a task, process, or procedure. Tasks will include processing applications, approving reports and documents, collaboration, and critical business tasks.

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 Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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

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

- 3.1 Vendor’s proposed software must be listed in the Gartner’s Magic Quadrant for Content Services Platform. Vendor must provide proof of its compliance upon request.

- 3.2 Vendor must provide, upon request, showing their experience with having successfully completed implementation of an existing Content Services Platform with workflows within a government organization of similar size and complexity or larger than WVDOT.

- 3.3 Vendor must have three (3) years of experience or greater working with the WVDOT.

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**4. GENERAL REQUIREMENTS:**

- 4.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**4.1.1 Core System Requirements**

- 4.1.1.1** Content Management Software must have the following base core features:

- 4.1.1.1.1** Users or integrators must be able define and configure document states, rules, actions, notifications, and lifecycles with a comfortable Windows interface. Must be entirely point-and-click configurable by users without the need of programming, to allow for quick implementation. Processes must be easily added or adjusted at the document, process, group, or enterprise level by specified users or administrators. Workflow configuration must consist of two central windows: the Tree Configuration window and the GUI Configuration window.
- 4.1.1.1.2** Tree Configuration window workflow designer must be able to define system, user, ADHOC, notification or timer tasks to be accomplished at each queue and be able to define the rules and actions that determine how documents will be routed. Must allow simple right-click mouse functions and easy to understand configuration windows so non-programmers can design and deploy sophisticated workflow solutions. The workflow designer must contain an extensive set of pre-defined list of rules, actions, and allow custom define rules or actions, including utilizing VB scripting.
- 4.1.1.1.3** The GUI Configuration window must allow the designer to determine how the actual flow of a life

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cycle will appear and how documents will be transitioned through the life cycle.

- 4.1.1.1.4 The "Workflow Inbox" must be a normal GUI user environment, where the user will see only the queues to which he or she is assigned. The administrator must be able to elect to hide or show a workflow queue or disabled icon for those queues to which a user does not have access.
- 4.1.1.1.5 The system must have the ability to define multiple document types that can be associated with a specific life cycle. The document type must be configurable to enter a lifecycle at a specific queue and automatically initiate workflow. Documents must have the ability to be brought into a workflow life cycle by processes like COLD, DIP, Image scanning, electronic forms, Internet forms, and e-mail messages.
- 4.1.1.1.6 Must Integrate easily to other legacy systems utilizing VB scripting and robust API calls.
- 4.1.1.1.7 Must support Internet and mobile access for users outside of the immediate office environment.
- 4.1.1.1.8 Must support initiation of workflow from electronic forms, Internet forms on a web-based platform or server. electronic forms, Internet forms must be customizable through a GUI interface by users and administrators.
- 4.1.1.1.9 Must have an "Execute Workflow" option for users to manually start a predefined workflow life cycle.
- 4.1.1.1.10 Once in Workflow, users must be able to see a list of documents that are waiting in their respective queue. They must have the ability to, upon selecting a document for the system to prompt for user interaction, such as a question for the user to answer or series of tasks that the user should perform. When the user completes all user work and tasks, the document will continue through workflow and the user can proceed to the next document. In addition to automated routing, authorized users

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must have the ability to route documents on an ad hoc basis.

- 4.1.1.1.11 Must support Integration for WVDOT owned ESRI software for map layers and Integration for WVDOT owned DocuSign for document signature.
- 4.1.1.1.12 Must support Industry-standard file storage systems such as storage area networks (SAN), direct-attached storage (DAS), and network-attached storage (NAS). Must support other technologies, such as storage area network replication or software solutions that provide virtual copies, so it can be used for high availability. Must support sizable disk groups that can be moved from location to location via a GUI interface and automatically update logical paths to files in the system configuration.
- 4.1.1.1.13 Must contain flexible APIs for C, C++, COM, .NET, Python and/or Java programming languages.
- 4.1.1.1.14 Must be able to support Images and documents in native formats such as PDF, Multi page TIFF, JPG, BMP, PNG, MP3, MP4, XLS(X)(B), DOC, TXT, CSV, XML, HTML, ONE, RTF, EML.
- 4.1.1.1.15 OnBase by Highland Concurrent User License or equal must with must be compatible with WVDOT owned MSSQL Server 2017-2019 standard version or higher.

**4.1.2 Hyland OnBase Essential User License Part # ONB-SUB-DW or equal**

- 4.1.2.1 Hyland OnBase Essential User License or equal must have the following minimum requirements:
  - 4.1.2.1.1.1 Multi-Platform Access
  - 4.1.2.1.1.2 Import, scan, store and retrieve any content type
  - 4.1.2.1.1.3 Allow for Multi-factor content capture
  - 4.1.2.1.1.4 Reporting Dashboards
  - 4.1.2.1.1.5 Records Management and Retention Policy
  - 4.1.2.1.1.6 Document Conversion and Version Control

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4.1.2.1.1.7 Integration with Office Documents,  
Spreadsheets and Emails.

4.1.2.1.1.8 Single Sign-On Support

4.1.2.1.1.9 Metadata and Full-Text Searchable

4.1.2.1.1.10 Data Encryption and Security

**4.1.3 Hyland OnBase Standard User License Part # ONB-SUB-PW or equal**

4.1.3.1 Hyland OnBase Essential User License or equal must have the following minimum requirements:

4.1.3.1.1 Multi-Platform Access

4.1.3.1.2 Import, scan, store and retrieve any content type

4.1.3.1.3 Allow for Multi-factor content capture

4.1.3.1.4 Reporting Dashboards

4.1.3.1.5 Records Management and Retention Policy

4.1.3.1.6 Document Conversion and Version Control

4.1.3.1.7 Integration with Office Documents, Spreadsheets  
and Emails.

4.1.3.1.8 Single Sign-On Support

4.1.3.1.9 Metadata and Full-Text Searchable

4.1.3.1.10 Data Encryption and Security

4.1.3.1.11 Workflow and Dynamic Process Approval

4.1.3.1.12 Collaboration

4.1.3.1.13 Electronic Forms including e-Signature

4.1.3.1.14 Policy and Procedure Administration

4.1.3.1.15 Document Tracking

4.1.3.1.16 Automated Email Capture and Indexing

4.1.3.1.17 Unity Integration Toolkit and Integrations Toolbox

**4.1.4 Hyland OnBase Premier User License Part # ONB-SUB-KW or equal**

4.1.4.1 Hyland OnBase Premier User License or equal must have the following minimum requirements:

4.1.4.1.1 Multi-Platform Access

4.1.4.1.2 Import, scan, store and retrieve any content type

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- 4.1.4.1.3 Allow for Multi-factor content capture
- 4.1.4.1.4 Reporting Dashboards
- 4.1.4.1.5 Records Management and Retention Policy
- 4.1.4.1.6 Document Conversion and Version Control
- 4.1.4.1.7 Integration with Office Documents, Spreadsheets and Emails.
- 4.1.4.1.8 Single Sign-On Support
- 4.1.4.1.9 Metadata and Full-Text Searchable
- 4.1.4.1.10 Data Encryption and Security
- 4.1.4.1.11 Workflow and Dynamic Process Approval
- 4.1.4.1.12 Collaboration
- 4.1.4.1.13 Electronic Forms including e-Signature
- 4.1.4.1.14 Policy and Procedure Administration
- 4.1.4.1.15 Document Tracking
- 4.1.4.1.16 Automated Email Capture and Indexing
- 4.1.4.1.17 Unity Integration Toolkit and Integrations Toolbox
- 4.1.4.1.18 Full Business Application Configuration Toolkit and Capabilities to support data driven and case management solutions.
- 4.1.4.1.19 Extended Integration for Email Application to support WVDOT application access
- 4.1.4.1.20 Full-text and advanced search for WVDOT Applications

**4.1.5 Hyland OnBase Integration for WVDOT DocuSign eSignature Part # ONB-INTG1-11\_SUBS or equal**

- 4.1.5.1 Must allow for integration into current owned WVDOT DocuSign eSignature software.

**4.1.6 Hyland OnBase Integration for WVDOT ESRI ArcGIS Server Part # ONB-INTG1-14\_SUBS or equal**

- 4.1.6.1 Must allow for integration into current owned WVDOT ArcGIS Server.

**4.1.7 Hyland OnBase Essential Concurrent User Part #ONB-SUB-DW-C or equal**

- 4.1.7.1 Hyland OnBase Essential Concurrent User License or equal must have the following minimum requirements:

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- 4.1.7.1.1 Multi-Platform Access
- 4.1.7.1.2 Import, scan, store and retrieve any content type
- 4.1.7.1.3 Allow for Multi-factor content capture
- 4.1.7.1.4 Reporting Dashboards
- 4.1.7.1.5 Records Management and Retention Policy
- 4.1.7.1.6 Document Conversion and Version Control
- 4.1.7.1.7 Integration with Office Documents, Spreadsheets and Emails.
- 4.1.7.1.8 Single Sign-On Support
- 4.1.7.1.9 Metadata and Full-Text Searchable
- 4.1.7.1.10 Data Encryption and Security
- 4.1.7.1.11 Workflow and Dynamic Process Approval
- 4.1.7.1.12 Collaboration
- 4.1.7.1.13 Electronic Forms including e-Signature
- 4.1.7.1.14 Policy and Procedure Administration
- 4.1.7.1.15 Document Tracking
- 4.1.7.1.16 Automated Email Capture and Indexing
- 4.1.7.1.17 Unity Integration Toolkit and Integrations Toolbox

**4.1.8 Hyland OnBase Standard Concurrent User Part #ONB-SUB-PW-C or equal**

- 4.1.8.1 Hyland OnBase Standard Concurrent User or equal
  - 4.1.8.1.1 Multi-Platform Access
  - 4.1.8.1.2 Import, scan, store and retrieve any content type
  - 4.1.8.1.3 Allow for Multi-Factor content capture
  - 4.1.8.1.4 Reporting Dashboards
  - 4.1.8.1.5 Records Management and Retention Policy
  - 4.1.8.1.6 Document Conversion and Version Control
  - 4.1.8.1.7 Integration with Office Documents, Spreadsheets and Emails.
  - 4.1.8.1.8 Single Sign-On Support
  - 4.1.8.1.9 Metadata and Full-Text Searchable
  - 4.1.8.1.10 Data Encryption and Security
  - 4.1.8.1.11 Workflow and Dynamic Process Approval
  - 4.1.8.1.12 Collaboration
  - 4.1.8.1.13 Electronic Forms including e-Signature
  - 4.1.8.1.14 Policy and Procedure Administration

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- 4.1.8.1.15 Document Tracking
- 4.1.8.1.16 Automated Email Capture and Indexing
- 4.1.8.1.17 Unity Integration Toolkit and Integrations Toolbox

**4.1.9 Hyland OnBase Premier Concurrent User Part # ONB-SUB-KW-C or equal**

**4.1.9.1 Hyland OnBase Premier Concurrent User or equal**

- 4.1.9.1.1 Multi-Platform Access
- 4.1.9.1.2 Import, scan, store and retrieve any content type
- 4.1.9.1.3 Allow for Multi-Factor content capture
- 4.1.9.1.4 Reporting Dashboards
- 4.1.9.1.5 Records Management and Retention Policy
- 4.1.9.1.6 Document Conversion and Version Control
- 4.1.9.1.7 Integration with Office Documents, Spreadsheets and Emails.
- 4.1.9.1.8 Single Sign-On Support
- 4.1.9.1.9 Metadata and Full-Text Searchable
- 4.1.9.1.10 Data Encryption and Security
- 4.1.9.1.11 Workflow and Dynamic Process Approval
- 4.1.9.1.12 Collaboration
- 4.1.9.1.13 Electronic Forms including e-Signature
- 4.1.9.1.14 Policy and Procedure Administration
- 4.1.9.1.15 Document Tracking
- 4.1.9.1.16 Automated Email Capture and Indexing
- 4.1.9.1.17 Unity Integration Toolkit and Integrations Toolbox

**4.1.10 Hyland Query API (500 queries/hour) (OnBase Unity/Core) Part# ONB-INTG1-40\_SUBS or Equal**

- 4.1.10.1 Hyland Query API or equal
  - 4.1.10.1.1 RESTful and/or SOAP-based Application Programming Interface (API)
  - 4.1.10.1.2 Support a minimum throughput of 1,000 queries per hour
  - 4.1.10.1.3 Allow External, Third-Party Business Applications to search for documents, retrieve index/metadata values, securely return document URI's or files



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without user logging directly into the primary document management interface.

**4.1.11 Hyland Query API (Additional block of 500 queries/hour)  
(OnBase Unity/Core) Part# APIPQ4\_SUBS or Equal**

**4.1.11.1 Hyland Query API or equal**

**4.1.11.1.1 RESTful and/or SOAP-based Application  
Programming Interface (API)**

**4.1.11.1.2 Support a minimum throughput of 1,000 queries per  
hour**

**4.1.11.1.3 Allow External, Third-Party Business Applications  
to search for documents, retrieve index/metadata  
values, securely return document URI's or files  
without user logging directly into the primary  
document management interface.**

**4.1.12 Hyland OnBase Advanced Capture Part # ONB-SUB-ACAP or  
Equal**

**4.1.12.1 Hyland OnBase Advanced Capture**

**4.1.12.1.1 Shall include an advanced capture engine featuring  
Optical Mark Recognition (OMR), Optical  
Character Recognition (OCR), Intelligent Character  
Recognition (ICR)**

**4.1.12.1.2 Capable of zone-based data extraction**

**4.1.12.1.3 Capable of line-item detail extraction**

**4.1.12.1.4 Automated validation against external database  
tables**

**4.1.12.1.5 Must include an exception-handling queue for  
human verification of low-confidence characters or  
broken business rules.**

**4.1.13 Document Composition & Packaging Part# ONB-SUB-DCP or  
Equal**

**4.1.13.1 Document Composition & Packaging**

**4.1.13.1.1 Must possess automated document generation and  
packaging capabilities**

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4.1.13.1.2 Must be able to merge dynamic system data/metadata into standard templates to generate customized correspondence

4.1.13.1.3 Must be able to automatically assemble or package multiple separate documents from the repository into a single, compiled file complete with an automatically generated Table of Contents and standardized pagination

**4.1.14 Premium Education Subscription Part #PETWS1 or Equal**

4.1.14.1 Premium Education Subscription

4.1.14.1.1 Shall provide a premium enterprise-tier educational subscription

4.1.14.1.2 Include unlimited, on-demand access to advanced technical training, system administration courses, certification preparation materials, and role-based learning paths.

**4.1.15 Intelligent Document Processing Part #CIC-PI-EDP\_SAAS or Equal**

4.1.15.1 Intelligent Document Processing

4.1.15.1.1 Shall provide cloud-based Intelligent Document Processing (IDP) utilizing Artificial Intelligence (AI) and Machine Learning (ML)

4.1.15.1.2 Shall automatically classify semi structured and unstructured documents and extract key value pairs without relying on rigid, predefined templates.

**4.1.16 Knowledge Discovery Part# CIC-CI-DISCOVERY-S\_SAAS, CIC-CI-DISCOVERY-D\_SAAS, CIC-CI-DISCOVERY-STRG\_SAAS or Equal**

4.1.16.1 Knowledge Discovery

4.1.16.1.1 Shall include advanced enterprise search and knowledge discovery capabilities

4.1.16.1.2 Utilize AI or Natural Language Processing (NLP) to index, surface, and connect relevant information hidden within unstructured document text across the

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entire repository, going beyond basic keyword/metadata searches.

**4.1.17 Agent Builder Part# CIC-CI-AGENTBUILDER\_SAAS or Equal**

**4.1.17.1 Agent Builder**

4.1.17.1.1 Shall provide a low-code/no-code administrative toolset to build and deploy intelligent agents or digital assistants.

4.1.17.1.2 Shall be capable of integrating with end-users or system triggers to autonomously execute routine queries, retrieve specific content, or guide users through standard operational procedures.

**4.1.18 Automate Part# CIC-PI-AUTOMATE-NU\_SAAS, CIC-AUTOMATION-CU\_SAAS or Equal**

**4.1.18.1 Automate**

4.1.18.1.1 Shall include advanced workflow automation or Robotic Process Automation (RPA) capabilities

4.1.18.1.2 Allow administrators to build automated scripts or workflows that can execute repetitive, rule-based tasks across both the document repository user interface and backend systems, minimizing manual keystrokes.

**4.1.19 Knowledge Enrichment Part# CIC-CI-ENRICHMENT\_SAAS**

**4.1.19.1 Knowledge Enrichment**

4.1.19.1.1 System shall feature AI-driven text analytics and enrichment engine.

4.1.19.1.2 Shall automatically analyze unstructured text to identify, extract, and tag key entities to include but not limited names, organizations, locations, dates to automatically populate system metadata and improve future searchability

**4.1.20 Databank Wrapper API (Subscription) Part# DBWRAP-S or Equal**

**4.1.20.1 Databank Wrapper API (Subscription)**

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4.1.20.1.1 Must provide a middleware or “wrapper” API Service that simplifies integration between core document repository and legacy or line of business applications.

4.1.20.2 Must abstract the complexity of the core system’s native APIs, providing standardized endpoints to reduce custom coding efforts for future system integrations.

**4.1.21 Databank File Conversion Utility (Subscription) Part# DBFCU-S or Equal**

4.1.21.1 Databank File Conversion Utility (Subscription)

4.1.21.1.1 Shall include an automated, server-side file conversion utility.

4.1.21.1.2 Shall automatically convert proprietary, native, or legacy file formats (e.g., TIFF, Word, MSG) into standardized, long term archival formats (e.g. text-searchable PDF, or PDF/A) either in bulk or instantly upon document ingestion, without requiring manual user intervention.

**4.1.22 Managed Services for OnBase Part# DB-OnBase-MS or Equal**

4.1.22.1 Managed Services for OnBase

4.1.22.1.1 Shall provide comprehensive post-go-live Managed Services.

4.1.22.1.2 Shall provide proactive system monitoring, routing, software patching, version upgrades, and dedicated technical support.

**4.1.23 Databank Cloud Hosting for Hyland OnBase Part # DB-HS-1 or Equal**

4.1.23.1 Databank Cloud Hosting for Hyland OnBase

4.1.23.1.1 Shall provide a fully managed, secure cloud hosting environment specifically tuned for proposed application

4.1.23.1.2 Shall include 99.9% uptime, include automated failover for disaster recovery, and comply with all

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West Virginia Department of Transportation and  
West Virginia Office of Technology relevant data  
security standards.

**4.1.24 Databank Cloud Storage Part # DB-HS-2 or Equal**

4.1.24.1 Databank Cloud Storage

4.1.24.1.1 Shall provide a cloud hosting solution that includes scalable, secure cloud storage for ingested documents, audio, and video files.

4.1.24.1.2 Storage architecture shall support data encryption at rest and in transit, automated backups, and flexible tiered storage options to accommodate future data growth.

**4.1.25 Databank Cloud Subscription or Equal**

4.1.25.1 Shall be offered via an overarching Cloud Subscription or Software-as-a-Service (SaaS) licensing model

4.1.25.2 Include Core Document Repository

4.1.25.3 User Access Rights

4.1.25.4 Standard Maintenance

**4.1.26 Content Management Professional Services**

4.1.26.1 Experienced content management consultants, analysts and software developers shall be available to assist WVDOT with software/workflow installation/configuration/ customizations.

4.1.26.1.1 A Statement of Work (SOW) shall be developed that identifies the following:

4.1.26.1.1.1 Tasks to be performed

4.1.26.1.1.2 Deliverables

4.1.26.1.1.3 Staff assigned, resumes and experience level. Staff shall have a minimum of two years of experience working in the specific subject area they will be assigned to.

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4.1.26.1.1.4 Cost breakdown based on the rates bid in this RFQ.

4.1.26.1.1.5 WVDOT should review and approve the SOW before commencing of any services.

4.1.26.1.2 Content Management Professional Positions:

4.1.26.1.2.1 Advanced Capture Consultant – must be able to provide expertise on capture solutions, documents business process requirements, configures capture solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

4.1.26.1.2.2 Business Consultant – must be able to provide expertise on workflow and case management solutions, documents business process requirements, configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

4.1.26.1.2.3 Conversion Consultant – must be able to provide expertise on the conversion process, leads conversations with WVDOT on best practices and assists in defining the conversion process to be utilized to meet WVDOT conversion requirements.

4.1.26.1.2.4 Database Engineer – must be able to provide expertise related to the software databases, makes recommendations on best practices, maintenance plans and disaster recovery considerations.

4.1.26.1.2.5 Enterprise Solutions Consultant – must be able provide long-term government and strategy planning, analysis, discovery

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and training to support WVDOT transformation with WVDOT's Software solution.

4.1.26.1.2.6      Infrastructure Analyst – must be able to provide consulting on the initial setup or review of hardware infrastructure impacting the Software solution.

4.1.26.1.2.7      Integration Engineer – Must be able to provide expertise on integrations and API development, support and mentors WVDOT on the creation of web service integrations. Develops custom scripts and pre- and post-processors within Software to meet specialized WVDOT needs. Documents business requirements, develops solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

4.1.26.1.2.8      Principal Consultant – Must be able provides software expertise to advise selected vendor and WVDOT implementation teams on best practices throughout SOW.

4.1.26.1.2.9 Program Manager – Must be able to establish relationships with key stakeholders to regularly examine government needs against WVDOT vision, strategies and goals. Must be able to manage projects initiation, develops the project charter and plan, and coordinates schedules and resources. Tracks burn down rates, project/solution issues, scope creep and impact.

4.1.26.1.2.10      Technical Consultant – Must be able to provide expertise on software installation and module configuration, Documents business requirements, installs and

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configures solutions to meet requirements, provides administrative training and train the trainer courses, migrates solutions to additional environments and provides user testing issue resolution and go-live support.

**4.1.26.1.2.11 Hyland OnBase System**

Administrator training or equal – Will be charged per person and train the following: Administrating system and system changes, point and click configuration tools, drop-down menus, check boxes, radio boxes, enable WVDOT to build applications, add new solutions, manage content, processes, and upgrade software .

**4.1.26.1.2.12 Hyland OnBase Introduction to Workflow training or equal – will be charged person and this must enable WVDOT to the processes and tools associated with designing, implementing, modifying and testing OnBase Workflow or equal implementations. Training scenarios must require WVDOT to employ multiple functions within their Workflow design. The course must present a hands-on approach to understanding the Workflow interface, interactions and software possibilities.**

**4.1.26.1.2.13 Hyland OnBase Premium**

Subscription or equal - must be a suite of on-demand training tools created for the WVDOT. Must be role-based professional development and allow WVDOT to learn and understand/manage the content management software. Premium Subscription must be at least a 12-month subscription that allows anyone within WVDOT with an active account to have access to the entire Premium Subscription catalog.

**4.1.26.1.2.14 Hyland Work View Implementation**



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Shall provide training on the solution's low-code application builder and case management capabilities.

Shall teach administrators how to create data-driven applications, build relational database structures, and design customer user interfaces to manage data objects.

**4.2 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.**

**The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.**

**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the content management rate and professional service hour rates. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov)

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**6. ORDERING AND PAYMENT:**

**6.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**6.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6.3 Invoicing:** Vendor shall submit invoices, in arrears, to the Agency at the address listed on the face of the contract or purchase order. All invoices must clearly state the following:

**6.3.1** The approved labor category performing the work

**6.3.2** A detailed description of the work or tasks performed during the billing period

**6.3.3** The contracted hourly rate for the respective labor category

**6.3.4** The total hours worked per category

**7. 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.

**8. 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.

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**9. DELIVERY AND RETURN:**

**9.1 Delivery Time:** Vendor shall deliver orders within ten (10) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**9.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**9.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**9.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

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**10. VENDOR DEFAULT:**

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

**10.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

**10.1.4** Failure to remedy deficient performance upon request.

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

**10.2.1** Immediate cancellation of the Contract.

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

**10.2.3** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

**11.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**11.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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**11.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**11.4 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:** \_\_\_\_\_