



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

State of West Virginia Master Agreement

Order Date: 07-18-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0323 9612 WWV2300000002 1	Procurement Folder:	1062734
Document Name:	Maintenance and Support for the existing SIDES System	Reason for Modification:	
Document Description:	Maintenance and Support for the existing SIDES System		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-08-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-07-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000192076 DIAMOND TECHNOLOGIES INC 4001 MILLER RD STE 3 WILMINGTON DE 19802 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Debra K Morgan Requestor Phone: (304) 558-2631 Requestor Email: debra.k.morgan@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

10-18-22 BAT

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

TW 8/1/22

PURCHASING DIVISION AUTHORIZATION
DATE: 10/19/2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 10/19/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 10-20-2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Maintenance and Support for the existing SIDES System

The Vendor, Diamond Technologies, agrees to enter with the Agency WorkForce West Virginia, to establish an Open-End contract for Maintenance and Support for the SIDES (State Information and Data Exchange System) and direct deposit services per the Bid Requirements, General Terms and Conditions, Specifications, State of West Virginia Office of Technology Requirements, and the vendors submitted and accepted bid response dated 07/12/2022 incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43230000			HOUR	140.000000
Service From		Service To			

Commodity Line Description: Implementation/Transition Costs

Extended Description:

Implementation/Transition Costs:

As referenced in sections 4.1.1 and 4.1.10

\$140.00 per hour

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43230000				0.000000
Service From		Service To			

Commodity Line Description: Maintenance and Support

Extended Description:

Maintenance and Support:

As referenced in sections 4.1.11;4.1.17;4.1.19; 4.1.31

Year One: \$36,880.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43230000			HOUR	140.000000
	Service From	Service To			

Commodity Line Description: Professional Services

Extended Description:

Professional Services:

As referenced in section 4.1.18

Year One: \$140.00 per hour

	Document Phase	Document Description	Page 3
WWW2300000002	Draft	Maintenance and Support for the existing SIDES System	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

Revised 04/01/2022

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$500,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

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

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

10. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

Designated Contact & Certification and Signature Page

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

(Name, Title) Jason Ballance Director of Sales
(Printed Name and Title) Jason Ballance, Director of Sales
(Address) 4001 Miller Road Wilmington DE 19802
(Phone Number) / (Fax Number) 302-656-6050 302-656-6058
(email address) jballance@diamondtechnologies.com

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

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

Diamond Technologies Inc.

(Company) Jason Ballance Jason Ballance, Director of Sales
(Authorized Signature) (Representative Name, Title) Jason Ballance, Director of Sales 7-11-2022
(Printed Name and Title of Authorized Representative) (Date)
302-656-6050 302-656-6058
(Phone Number) (Fax Number)
jballance@diamondtechnologies.com
(Email Address)

REQUEST FOR QUOTATION
Support Services for the State Information Data Exchange System (SIDES)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia Unemployment Compensation Division to establish a service contract to acquire four years maintenance and support of the Agency's existing State Information Data Exchange System (SIDES) to include custom software and commercial hardware and software that make up the solution.

Background: The national SIDES system is an effort by the US Department of Labor to facilitate the timely request and submission of information from employers and Third Party Administrators (TPAs) needed to process unemployment insurance (UI) claims. It consists of a State Employer Website (SEW) for interactive notification/response of individual employer requests and a batch component for TPAs to respond to large numbers of requests in an automated fashion using web services.

The West Virginia SIDES system currently supports Separation and Earnings Verification requests with the national SIDES system, but there is the potential need to expand to Benefit Charges, Separation Information, Monetary and Potential Charging, Additional Fact-Finding, Determinations and Decisions and Earnings Verification depending on federal priorities and funding availability. The existing West Virginia SIDES system architecture was developed using a three (3) tiered system running on a fully redundant VMware platform. All web services are executed within Microsoft Internet Information Server (IIS) and served via Secure Sockets Layer (SSL). Data is transferred on a daily basis from the Agency's mainframe-based UI system to the national SIDES system via the West Virginia SIDES connector (messaging broker).

The connector's primary tasks are to send queued Agency requests for Separation and Earnings Verification to the national SIDES system; send notifications to employers and TPAs that have requests to address on the national site; periodically query SIDES for employer responses; receive responses and put them into the local database; logically attach appropriate forms to the responses; maintain error information and re-send any failed requests; notify Agency staff on required events via email; timestamp all transactions and determine if the employer has responded in a timely manner; and export responses to the Agency Unemployment Information system at specific intervals. In addition to the SIDES connector, a SIDES adapter is utilized to format and send information concerning either a Separation or Earnings Verification from the application database to the national SIDES web service. The adapter also receives responses from national SIDES, stores them in a database, initiates logging, error handling, and other runtime functions. The third component involved in this system is the Mainframe Adapter which is responsible for extracting and transforming the data to the Agency's mainframe-based UI system. This program receives the data via Secure File Transfer Protocol (SFTP), formats the data and stores the information into the application database. Upon receiving SIDES data, it takes

REQUEST FOR QUOTATION
Support Services for the State Information Data Exchange System (SIDES)

the response data from the database, formats the data, and SFTP's the data to the Agency's mainframe system. The West Virginia SIDES system also has a web-based administration portal for Agency staff. This portal also contains reporting features.

The support and maintenance of this West Virginia SIDES system involves an in-depth knowledge of the SIDES program both nationally and at the state level. In the support capacity, the vendor will assist the Agency in testing with Third Party Administrators to facilitate their move from receiving Separation notices through USPS mail to the new electronic format. The Vendor would also support the system regarding national SIDES outages and ensure that the Agency's system does not overlap or lose any data transmissions since all transmissions are time sensitive.

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 Services" means support services for the Agency's State Information Data Exchange System (SIDES) as more fully described by these specifications.

2.2 "Pricing Page" means the pages, contained in wvOASIS or attached as Attachment A, upon which Vendor should list its proposed price for the Contract Items/Services.

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.

2.4 "State Information Data Exchange System (SIDES)" refers to the system developed by the federal government to allow electronic communication between a state, employers and Third-Party Administrators to improve timeliness, accuracy, and reduce costs associated with requests for employee information between the state and the employer community. These electronic communications are managed by a Central Broker that uses Web services (a computer-to-computer Internet connection.)

2.5 "State Employer Website (SEW)" also called "E-Response" means a website portal for employers that are not affiliated with a Third-Party Administrators which enables electronic communication and transmission of information requested by the state related to details regarding a separation of an employee as it related to an unemployment claim or wage information.

2.6 "Third Party Administrators (TPAs)" are firms that can represent many employers as it relates to filing required reporting forms such as federal and state tax

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Support Services for the State Information Data Exchange System (SIDES)

forms, unemployment compensation tax forms, state requests for information relating to unemployment claims, etc.

2.7 “SFTP” means a Secure File Transfer Protocol.

2.8 “West Virginia Office of Technology (WVOT)” is the name of state government agency that oversees all technology-based interests such as computers, software, automation projects, etc.

2.9 “Software Development Lifecycle (SDLC)” is a framework defining tasks performed at each step in the software development process. SDLC is a structure followed by a development team with the software organization. It consists of a detailed plan describing how to develop, maintain and replace specific software. The life cycle defines a methodology for improving the quality of software and the overall development process.

2.10 “Simple Object Access Protocol (SOAP)” is a protocol specification for exchanging structured information in the implementation of web services in computer networks.

2.11 “Storage Area Network (SAN)” is a secure high-speed data transfer network that provides access to consolidated block-level storage. An SAN makes a network of storage devices accessible to multiple servers.

2.12 “E-Response” is the portal on the SIDES website that is dedicated to employers that are not affiliated with third party administrators which enables electronic communication and transmission of information requested by the state related to details regarding a separation of an employee as it related to an unemployment claim or wage information.

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. Minimum of seven (7) years of Software Development Life Cycle (SDLC) experience.**
- 3.2. Minimum of five (5) years of experience with .NET 4.0, C#, Visual Studio, Windows Service Programming, and Simple Object Access Protocol (SOAP) Web Services.**
- 3.3. Minimum of three (3) years of experience with Internet Information Server (IIS) 7, Microsoft SQL Server 2008 R2, and Quartz.NET**

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- 3.4. Minimum of three (3) years of experience with Storage Area Network (SAN) hardware, VMware, Ethernet switching hardware, routers, and firewalls
- 3.5. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. The vendor should provide a current résumé which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. The vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.

4. GENERAL REQUIREMENTS:

- 4.1. **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
 - 4.1.1. The vendor must provide individuals with the following technical experience to provide the Contract Services requested.
 - 4.1.2. The vendor must provide at least one (1) individual with a minimum of three (3) years of SIDES programmatic experience as follows to provide the Contract Services requested. Implementing, extending, and supporting SIDES model connectors
 - 4.1.3. Implementing and supporting software that interfaces with the SIDES Broker and E-Response website
 - 4.1.4. Implementing and supporting software that transmits Separation Information and Earnings Verification Information according to the National SIDES standard formats for those exchanges
 - 4.1.5. Working through the SIDES Model Connector Certification process.

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- 4.1.6. Onboarding new SIDES TPAs, including business process meetings, testing, and moving to production
- 4.1.7. Working with the SIDES data model and the relationships between entities.
- 4.1.8. The vendor must have previously implemented and supported at least two (2) SIDES systems that have been certified by the National SIDES Office as operational for both employer E-Response and Third-Party Administrator (TPA) data exchanges.
- 4.1.9. The vendor must be able to maintain the existing software infrastructure and recommend updates to hardware infrastructure that is located in the West Virginia's Office of Technology's Data Center at 1900 Kanawha Blvd East, Charleston, WV 25305. This may require either onsite or remote support via secure VPN connection at the Vendor's preference and ability. The vendor must not depend on Agency staff availability to carry out onsite support functions, except as related to hardware maintenance. The current primary hardware consists of the following Agency owned equipment:
 - (2) HP ProLiant DL360 G7 VMware Host Servers
 - (2) HP Networking 1810G-24 – 1GB Network Switches
 - (1) HP Storage P2000 G3 SAS MSA Dual Controller Storage Array
 - (1) Dell SonicWALL Firewall Appliance
- 4.1.10. The vendor must be able to support, repair, modify, and/or extend the custom West Virginia SIDES system software as directed by the Agency utilizing the annual custom development hours.
- 4.1.11. The vendor must patch and/or upgrade all commercial software and firmware that comprises the system per each manufacturers' recommendation every fourteen (14) calendar days. Software/firmware patches that are considered critical for the security of the system's

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components must be completed within seven (7) calendar days of release by its respective manufacturer.

- 4.1.12. The vendor must ensure that the system and its components are compliant with NIST SP 800-123 (July 2008 edition) and 800-44 (Version 2 September 2007 edition) standards.
- 4.1.13. Please reference <http://csrc.nist.gov/publications/PubsSPs.html> for more information. This precludes any section of these standards that references items beyond the Vendor's reasonable control (e.g., physical or network security of the state data center).
- 4.1.14. The vendor must be responsible for any costs to maintain the commercial software and hardware (e.g., firewall intrusion prevention and anti-spyware signatures or virus detection software subscriptions/maintenance) through the supported life of the software and hardware currently in use.
- 4.1.15. The vendor must be able to provide production support for the SIDES system during the life of the contract and work cooperatively with the Agency and the US Department of Labor to resolve any production issues.
- 4.1.16. The vendor will work cooperatively with the West Virginia Office of Technology (WVOT) to maintain the complete EDMS and abide by the WVOT Contractor Management Policy (PO1012) and related policies. (Attachment B) This policy and related policies have been included with this document.
- 4.1.17. The vendor will work cooperatively with the agency and WVOT to implement audit log functionality that will ensure the integrity of system logs through appropriate system security mechanisms or log shipping to a server within the state's control.
- 4.1.18. The vendor will provide up to seventy-five (75) hours of custom development work, additional training, maintenance and support referenced above, or other work during the first contract year, and during each subsequent contract year. The vendor will provide to WorkForce West Virginia electronically, on a quarterly basis, a report indicating hours

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utilized and services performed during these hours at no additional cost and will be reflected in the Vendor's submitted bid. Any unused hours in a year will not roll into the following year. Hours will be billed as incurred.

- 4.1.19. For the life of this contract, the vendor will provide a single point of contact and/or help desk that is staffed Monday through Friday, 8:00 AM to 6:00 PM Eastern Time. Due to the time sensitive nature of the system, the vendor shall also provide the Agency with an email address and phone number for emergency contact outside of regular business hours, which is 8 AM, EST Monday through Friday, weekends, and holidays.
- 4.1.20. The vendor must provide a telephone response from a live qualified technician within two (2) hours of any reported problem.
- 4.1.21. The vendor must provide onsite technical support for problems that cannot be resolved via telephone or remote access within twenty-four (24) hours. The twenty-four (24) hour time period will begin at the time the agency has reported a problem.
- 4.1.22. The vendor's point of contact or help desk will provide a trouble ticket tracking system that will document ticket reporting, work, and final disposition. WorkForce West Virginia staff must authorize in writing or via email the closure of a reported trouble ticket once it is verified as resolved. This authorization will include the ticket number, the date, and confirmation that the problem is resolved.
- 4.1.23. The vendor will acknowledge receipt of trouble tickets via an email address to be provided upon award of contract and respond within one (1) hour with an estimated time of resolution. All trouble tickets should be resolved in no more than four (4) hours provided that the problem is within the vendor's scope of control. The vendor will communicate updates to ticket resolution frequently until the problem is resolved. If resolution will take more than four (4) hours, WorkForce West Virginia staff must be informed as soon as this is determined so that alternate plans can be made for workload and staff.

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- 4.1.24. The vendor will provide a downtime schedule for each calendar quarter at least two weeks before the start of the quarter. Vendor scheduled downtime should not impact WorkForce West Virginia staff operations and should not exceed eight (8) hours per calendar month without prior WorkForce authorization.
- 4.1.25. The vendor will notify WorkForce West Virginia of unscheduled downtime that may be needed as soon as possible and coordinate a mutually agreeable time to take the system offline. Unscheduled downtime should not exceed ten (10) minutes per calendar month provided that the cause is within the Vendor's control (e.g., excludes WVOT networking and server hardware problems).
- 4.1.26. The vendor will document the process and procedures that will be utilized by WorkForce West Virginia if the support requirements stipulated in this contract are not met and the issue(s) require(s) escalation. This document will be provided to WorkForce West Virginia electronically within ten (10) calendar days of award in either Microsoft Word or Excel format and will include the names, titles, mailing addresses, email addresses, and telephone numbers of the persons who are to be notified. The vendor must maintain this information with correct and current data for the life of the contract.
- 4.1.27. The vendor will keep all documentation current during the life of the contract to reflect all changes that may occur to the system whether initiated by the vendor, WorkForce West Virginia, or any entity with a relationship to the SIDES system (e.g., the US Department of Labor, commercial software providers, etc.). This includes, but is not limited to, interface design documents, automated processes, system diagrams, etc.
- 4.1.28. All materials including, but not limited to, system documentation, training materials, or any other deliverables will be provided to WorkForce West Virginia electronically in an editable format, compatible with common office productivity software, such as Google or Microsoft, and Microsoft Visio.

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4.1.29. The vendor must include in their bid the cost of three optional annual renewals for Maintenance and Support. These optional annual renewals will be initiated by agency request agreed to by the vendor and processed as a Change Order authorized as issued by the West Virginia Purchasing Division.

4.1.30. The vendor must review the documentation and sign the Acknowledge page in Attachment C: Notice of State of West Virginia – Confidentiality Policies and Information Security Accountability Requirements. This signed document must be submitted with the proposal.

4.1.31. The vendor must review Attachment B: “State of West Virginia Office of Technology Policy: Contract Management” document and complete all of the forms. These completed forms listed as Attachment A thru B in Attachment B must be submitted with the proposal.

5. CONTRACT AWARD:

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

Evaluation will be the Total Bid Cost for all items requested. The Awarded Contract will be the first year Warranty/Maintenance Support Services.

Subsequent years of support and maintenance and custom work will be added through West Virginia’s State Purchasing Division approved change order process.

5.2. **Pricing Page:** If submitting a bid online, Vendors should enter the Subtotals from each section into each commodity line and the system will sum the total amount automatically. If responding with a paper bid, Vendors should download and/or print the assembled Final Solicitation document (with the highest version number) from wvOasis including Exhibit A pricing Page and insert their subtotals from each section for each Commodity Line. Exhibit A Pricing page *must* be completed in its entirety and submitted with the bid.

5.3. The vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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- 5.4. The Pricing Page contains 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.
- 5.5. The vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Page was created as a Microsoft Excel document.
- 5.6. The vendor should include with their bid a copy of any Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. **This information will be required before the Purchase Order is issued.**
- 5.7. The vendor should include with their bid a copy of any and all Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. **This information will be required before the Purchase Order is issued.**

6. PAYMENT:

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

7. VENDOR DEFAULT:

- 7.1. The following shall be considered a vendor default under this Contract.
 - 7.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2. Failure to comply with other specifications and requirements contained herein.
 - 7.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4. Failure to remedy deficient performance upon request.
- 7.2. The following remedies shall be available to the Agency upon default.

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- 7.2.1. Immediate cancellation of the Contract.
 - 7.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3. Any other remedies available in law or equity.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1 The vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2 Vendor will be responsible for controlling cards and keys and will pay a replacement fee if the cards or keys become lost or stolen.
 - 9.3 Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.
 - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

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10. MISCELLANEOUS:

- a. **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.
- b. **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.
- c. **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.
- d. **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 B



State of West Virginia Office of Technology Policy: **Contract Management** *Issued by the CTO*

Policy No: WVOT-PO1012

Issue Date: 05/28/2010

Revised: 10/21/2021

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1.0 PURPOSE

The State of West Virginia (State) utilizes three types of contracts for services. They are as follows:

- Individual Contracts
- Temporary Services Contracts
- State-Use Contracts

The use of contractors in State agencies involves certain risks in an information technology (IT) environment, as these agencies may be subject to sanctions if individuals are incorrectly classified and are given inappropriate access to State systems. When a contract worker separates from employment with the State, it is important to ensure an orderly decommissioning of access, to maintain the protection of the State's assets.

This policy will provide the West Virginia Office of Technology (WVOT) with a standard methodology to help manage the activities surrounding the engagement and termination of contractor services in the IT environment for the State.

2.0 SCOPE

This policy applies to all departments (including agencies, boards, authorities, and commissions) within the Executive Branch of West Virginia State Government, excluding constitutional officers, the West Virginia Board of Education, the West Virginia Department of Education, and the county boards of education using contractor services. However, the WVOT recommends that all agencies, including those excluded above, follow this procedure.

3.0 POLICY

- 3.1 The WVOT will require the contractor's State manager to read and acknowledge this policy annually.
- 3.2 The WVOT will require that all vendors accept the terms of this policy when contracts are renewed.
- 3.3 Contractors must not attach or use devices on the State network that are not owned by the State or authorized by the WVOT.
- 3.4 All contractors providing IT services to the State must receive an appropriate criminal background check consistent with legislative rule and West Virginia Division of Personnel policy (see policy WVOT-PO1001 – "Information Security"). Decisions to waive background checks must be acknowledged in writing by the contractor's State manager.

Policy: Contract Management

State of West Virginia Office of Technology

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- 3.4.1 Contractor providers will be responsible for the cost of any background checks associated with individuals provided to the State under contract.
- 3.4.2 All findings must be reported to the contractor's State manager.
- 3.5 All contractors providing IT services to the State must meet all State criteria in order to begin work. This includes, but may not be limited to, proof of U.S. residency status (i.e. I-9 Form), required work permits for non-residents, required certifications, WVOT-approved information security training, privacy training, etc.
- 3.6 All contractors must sign a confidentiality agreement upon hire and annually thereafter, if necessary, confirming that the contractor has read, fully comprehends, and will abide by state policies and procedures regarding privacy and information security.
- 3.7 All contracts will speak to the reimbursement of contractor expenses related to travel, and specify whether expenses are to be reimbursed separately or as part of the hourly rate.
- 3.8 Unless otherwise specified, contractors will follow State regulations for lodging, mileage, and meals during travel.
- 3.9 Every 30 days the contractor provider will confirm, in writing, to the WVOT Account Management Group that the contractor is still employed and actively engaged under the specified purchase order, by submitting a confirmation form provided as "Attachment B" to this document.
- 3.10 Contractors will not be permitted to access or develop in production environments or move production data unless authorized, in writing, by the contractor's State manager or designee.
- 3.11 All contractors will be expected to use the State's centralized e-mail system. Use of personal e-mail to conduct State business is strictly prohibited. Any exception must be approved in writing by the WVOT.
- 3.12 Contractors should have no expectation of privacy while using State-provided information resources. WVOT reserves the right to perform audits on an ad hoc basis and to review and copy all email, files, and programs, including those which may be of personal or private nature (see policy WVOT-PO1008 – "Information Security Auditing Program").
- 3.13 All contractors must adhere to rules regarding unacceptable uses of IT resources (see policy WVOT-PO1001 – "Information Security").
- 3.14 Contractors must immediately notify the WVOT Cyber Security Office (CSO) at incident@wv.gov if a security breach is discovered which has, or may have, resulted in compromise to data or WVOT assets.

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- 3.15 The contractor's State manager is required to complete a standard Contractor Information Form (see "Attachment A"). This form will be retained at the contracting agency.
- 3.16 When a contractor is terminated, the following steps must be taken:
 - 3.16.1 The contractor's State manager must notify the WVOT Service Desk to request that all access to State resources be disabled immediately (see procedure WVOT-PR1010 – "Account Management").
 - 3.16.2 The contractor's State manager must complete a "Separation Checklist" to ensure that all items issued at the beginning of the engagement, such as access cards, equipment, critical documents, and other pertinent items, have been returned to the WVOT, by matching with the "Equipment Issued" form.
- 3.17 ITECH Contracts
 - 3.17.1 4.17.1 Agencies will complete a Statement of Work (SOW) explaining the basic education, certification, training, and skill sets required. This will be posted to the WVOT Bulletin Board for five to ten business days. Project-based requests are good for up to 24 months and a maximum of \$2,000,000. Contractors must notify the agency if they have previously worked for other State agencies.
 - 3.17.2 4.17.2 Agencies requiring Chief Technology Officer (CTO) approval for procurement must contact the WVOT Contract Manager before proceeding with any IT contractor request.
 - 3.17.3 4.17.3 If a contractor is hired outside of the prevailing ITECH contract, specific provisions in addition to this policy must be followed. These provisions can be obtained from the Scope of Work section of RFP or RFQ documents.
- 3.18 All contractors will demonstrate that they have received training in information security practices relevant to State policies and procedures, correct use of information resources, and other administrative controls. The contractor's State manager will maintain documentation of this training, which must not be completed on State time or at State expense.
- 3.19 WVOT information resources are designated for authorized purposes. Only minimal personal use of State-provided IT resources is allowed, and should not interfere with the legitimate business of the State.
- 3.20 The State reserves the right to filter Internet site availability, and monitor and review use as required for legal, audit, or legitimate authorized State operational or management purposes (see policy WVOT-PO1001 – "Information Security").

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- 3.21 All access to computing resources will be granted on a need-to-use basis following the principle of least privilege.
- 3.22 Access badges will be provided to contractors at the discretion of the contractor's State manager. Badges must be visibly displayed and color-coded to indicate contractor status.
- 3.23 The performance standards for the contractor must be articulated in the contract and the contractor should demonstrate a complete understanding of the requirements. A process must be established to validate each of these standards.
- 3.24 The contractor's State manager should hold regularly scheduled meetings with the contractor in order to effectively measure whether the contractual objectives are being met. Periodic reviews should be completed to ensure contractor adherence to standards and compliance with project processes and schedules.
- 3.25 Evidence of skill or performance deficiencies should be documented and communicated to the contractor provider, and steps should be taken to resolve or terminate the contract.

4.0 RELEVANT MATERIALS/DOCUMENTS

This policy is consistent with the following federal and state authorities:

- 45 Code of Federal Regulations (CFR) §§ 164.308-316
- Freedom of Information Act
- Gramm-Leach Bliley Act (GLBA)
- Health Insurance Portability and Accountability Privacy Rule
- NIST SP 800-14 and NIST SP 800-53
- State Health Privacy Laws
- WV Code § 5A-6-4a
- WV Executive Order No. 7-03
- WVOT Policies Issued by the Chief Technology Officer (CTO),
www.technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx

5.0 ENFORCEMENT & AUTHORITY

Any employee found to have violated this policy may be subject to disciplinary action up to and including dismissal. Disciplinary action will be administered by the employing agency and may be based upon recommendations of the WVOT and the **West Virginia Division of Personnel**. Please review the **WVOT Policy and Procedure Policy #1000** to review additional provisions concerning enforcement and policy authority.

6.0 POLICY-SPECIFIC DEFINITIONS

- 6.1 Contractor – Anyone who has a contract with the State or one of its entities.

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- 6.2 Individual Contracts – Contracts with individuals for the purpose of providing a specific product or service to the State.
- 6.3 Information Technology (IT) – The technology involved with the transmission and storage of information. This includes the development, installation, implementation, and management of computer systems and applications.
- 6.4 ITECH Contractors – A list of pre-approved vendors used by the State, who compete for individual staffing needs based upon criteria developed by the agency and the WVOT.
- 6.5 Temporary Services Contracts – Contracts with temporary service agencies, which offer clerical or secretarial assistance.
- 6.6 State-Use Contracts – Contracts with specific outside companies to provide custodial services to State agencies.

7.0 CHANGE LOG HISTORY

- January 30, 2015 – Added Section 7.0, Change Log History; Reorganized sections; Cleaned up Related Documents/Materials; Made Policy-Specific Definitions;
- 09/01/2016 - Policy reviewed, no edits made.
- 10/20/2017 – Policy reviewed. Minor corrections made.



State of West Virginia Office of Technology Policy: **Account Management**

Issued by the CTO

Procedure No: WVOT-PO1021

Issue Date: 03/03/2010

Revised: 10/21/2021

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1.0 PURPOSE

This policy will establish a standard for the administration of computing accounts that facilitate access or changes to State of West Virginia (State) Executive Branch data. This policy will also establish standards for creating, issuing, removing, monitoring, and managing employee accounts.

2.0 SCOPE

This policy applies to all departments (including agencies, boards, authorities, and commissions) within the Executive Branch of West Virginia State Government, excluding constitutional officers, the West Virginia Board of Education, the West Virginia Department of Education, and the county boards of education using contractor services. However, the West Virginia Office of Technology (WVOT) recommends that all agencies - including those excluded above - follow this procedure.

3.0 POLICY

- 3.1 The WVOT is responsible for adding, modifying, and deleting network users' account access for Executive Branch agencies. Name changes, accounting changes, and permission changes are all documented.
- 3.2 All accounts must include a written and authorized Network Logon Request Form, with proper approval documented. User accounts will not be activated until the authorization process and required documentation is completed.
- 3.3 The WVOT will issue a unique account to each individual authorized to access a particular networked computing and information resource and will promptly deactivate accounts when necessary. (See WVOT-PR1010 - "Account Management" for more information.)
- 3.4 When establishing accounts, standard security principles of "least privilege access" to perform a function must always be used, where administratively feasible.
- 3.5 Each agency must have a documented process for periodically reviewing existing accounts to ensure that access and account privileges are proportionate with job function, need-to-know, and employment status. WVOT reserves the right to perform audits on an ad hoc basis. (See WVOT-PO1008 - "Information Security Auditing Program" for more information.)

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- 3.6 Each Executive Branch agency will appoint one (or more) employee(s) to serve as a designated approval authority. This individual(s) will authorize all access modifications for that agency and must complete a Network Logon Request Form, which can be obtained by either contacting the WVOT Service Desk at 304-558-9966 or by email at: servicedesk@wv.gov.
- 3.7 Agencies must monitor and regularly update approval authorities.
- 3.8 Those responsible for access to systems/applications/servers, etc. protected by high-level super-passwords (or the equivalent) must have proper auditable procedures in place to maintain custody of those "shared secrets" in the event of an emergency and/or should the super-password holder become unavailable. These documented procedures, which must be appropriately secured, should delineate how these passwords are logically or physically accessed as well as who in the chain-of-command will become responsible for access to and/or reset of the password.
 - 3.8.1 When the employee status of personnel who have access to super-passwords changes, the passwords must be changed. Changes in employee status include, but are not limited to: termination, resignation, retirement, and change of departments or agencies.
- 3.9 Temporary accounts (those used by contractors, vendors, interns, etc.) will be granted on a need-to-use basis following the principle of least privilege.
- 3.10 Temporary accounts will contain an expiration date of one year or the work completion date, whichever occurs first.
- 3.11 All temporary accounts must be sponsored by the appropriately authorized member of the administrative entity managing the resource.
- 3.12 All temporary accounts must be designated as such, so users of those accounts cannot be mistaken for full-time state employees.
- 3.13 Use of shared accounts is not allowed. However, in some situations, a provision to support the functionality of a process, system, device (such as servers, switchers or routers) or application may be made (e.g., management of file shares).

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3.13.1 Exceptions will require documentation to justify the need for a shared account. It should include a list of individuals who have access to the shared account. The list will be reviewed at appropriate and documents intervals.

3.13.2 The system owner is responsible for the documentation, and a copy will be shared with WVOT.

3.13.3 The documentation must be available upon request for an audit or a security assessment.

3.14 Application and System Standards

3.14.1 Where technically or administratively feasible, shared ID authentication must not be permitted.

3.14.2 Authentication should take place external to an application, i.e., applications should NOT implement their own authentication mechanism. External authentication services should be relied upon.

3.14.3 Passwords must not be stored in clear text.

3.14.4 Role-based access controls should be used whenever feasible, in order to support changes in staff or assigned duties.

3.14.5 Where technically or administratively feasible, systems should allow for lock-outs after a set number of failed attempts. Lock-outs should be logged unless the log information includes password information.

3.15 Email Identification

3.15.1 Where technically or administratively feasible, agencies may require Agency Identifiers in an email address account. An Agency Identifier is a 3-5 letter acronym representing the Agency's name.

3.15.2 Agencies may request an Identifier added to email addresses, in a format approved by WVOT, when:

3.15.2.1 Employees transfer OUT of the requesting Agency to the employment of another agency within West Virginia state government;

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- 3.15.2.2 Employees transfer IN to the requesting Agency from the employment of another agency within West Virginia state government;
- 3.15.2.3 A new employee email account is created; or
- 3.15.2.4 In order to standardize all agency email accounts.

4.0 RELEVANT MATERIALS/DOCUMENTS

This policy is consistent with the following federal and state authorities:

- 45 Code of Federal Regulations (CFR) §§ 164.308-316
- Freedom of Information Act
- Gramm-Leach Bliley Act (GLBA)
- Health Insurance Portability and Accountability Privacy Rule
- NIST SP 800-14 and NIST SP 800-53
- State Health Privacy Laws
- WV Code § 5A-6-4a
- WV Executive Order No. 7-03
- WVOT Policies Issued by the Chief Technology Officer (CTO),
www.technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx

5.0 ENFORCEMENT & AUTHORITY

Any employee found to have violated this policy may be subject to disciplinary action up to and including dismissal. Disciplinary action will be administered by the employing agency and may be based upon recommendations of the WVOT and the West Virginia Division of Personnel. Please review the WVOT Policy and Procedure Policy #1000 to review additional provisions concerning enforcement and policy authority.

6.0 POLICY-SPECIFIC DEFINITIONS

- 6.1 Access– The ability to locate, gain entry to, and use a directory, file, or device on a computer system or over a network.
- 6.2 Access Controls – The enforcement of specified authorization rules based on positive identification of users and the systems or data they are permitted to access.

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- 6.3 Authentication – The process of verifying the identity of a user.
- 6.4 Procedure – A defined series or sequence of steps followed in a definite regular order ensuring the consistent and repetitive approach to actions.
- 6.5 User – A person authorized to access an information resource.

7.0 Change Log History

- January 30, 2015 –
 - Changed Section 3.1 to read, "The WVOT is responsible for adding, modifying, and deleting network users' account access for Executive Branch agencies. Name changes, accounting changes, and permission changes are all documented."; Deleted repetitive Section 3.5, "The use of shared accounts is prohibited, unless authorized by the WVOT. Each account must have a designated owner who is responsible for the management of access to that account and for maintaining a list of individuals who have access to the shared account."
- July 1, 2015 –
 - Added Section 7.0, Change Log History; Reorganized sections; Cleaned up Related Documents/Materials; Made Policy-Specific Definitions;
- 9/1/2016
 - Added sections 3.12- 3.15
- 10/20/2017 – Policy reviewed. No edits made.



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Information Security
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1.0 PURPOSE

This policy, issued by the West Virginia Office of Technology (WVOT) establishes objectives and responsibilities for all West Virginia state government agencies, employees, vendors, and business associates, specifically the Executive, regarding information security and the protection of information resources. The intent of this policy is to explain the range of acceptable and unacceptable uses of State-provided information technology (IT) resources and is not necessarily all-inclusive. IT resources may include anything with a processor, communications capability, or data storage. (See Appendix A, "Technology Usage Practices" for a list of examples.)

2.0 SCOPE

This document applies to all employees with access to information and the systems that store, access, or process that information. Questions about specific security-related uses which are not detailed in this policy should be directed to a supervisor or manager.

3.0 POLICY

- 3.1 All IT assets, including hardware, software, and data, are owned by the State, unless accepted by contractual agreement.
- 3.2 Users are required to comply with legal protection granted to programs and data by copyright and license. No unauthorized software will be installed on State systems. The WVOT or its equivalent will authorize all software installation.
- 3.3 Users will utilize, maintain, disclose, and dispose of all information resources, regardless of medium, according to law, regulation, and/or policy.
- 3.4 **Employees must have no expectation of privacy while using State-provided information resources (e.g. cell phones, Internet, etc.).**
- 3.5 The State reserves the right to filter Internet site availability, and monitor and review employee use as required for legal, audit, or legitimate authorized State operational or management purposes.
- 3.6 Agencies are required to have employees sign a policy Statement of Acknowledgement, which will recognize that the employee has read the document and will periodically review the WVOT policy and procedure for updates. Employees may be denied the use of information resources by refusing to sign.
- 3.7 All employees must adhere to rules regarding unacceptable uses of IT resources. (For a detailed list of unacceptable uses, see appendix A, "Technology Usage Practices")

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- 3.7.1 Employees must not download, attach, change, distribute, or install any software or inappropriate files, including streaming content, for non-business functions (e.g. downloading MP3 files and/or broadcast audio or video files).
- 3.7.2 Employees must not intentionally introduce a virus into a State-provided computer, or withhold information necessary for effective virus control procedures.
- 3.7.3 Employees must not send or share confidential information for unauthorized purposes.
- 3.7.4 Employees must not attach or use devices on the State network that are not owned by the State or authorized by the WVOT.
- 3.7.5 Employees must not redirect confidential or privileged State data to a non-State owned computing device or PDA without proper authorization.
- 3.7.6 Employees must not use unauthorized peer-to-peer networking or peer-to-peer file sharing.
- 3.7.7 Employees must NEVER execute programs or open e-mail attachments that: (1) have not been requested; or (2) come from an unknown source. If in doubt and lacking assurance from the sender, employees should contact the WVOT Service Desk for assistance.
- 3.7.8 Employees must never attempt to disable, defeat, or circumvent any security firewalls, proxies, web filtering programs, or other security controls.
- 3.7.9 Employees must not use IT resources to promote harassment or illegal discrimination on the basis of race, gender, national origin, age, marital status, religion, or disability.
- 3.8 The WVOT, working with designated individuals, will develop procedures to protect information resources from accidental, unauthorized, or malicious access, disclosure, modification, or destruction.
- 3.9 Users must report any observation of attempted security or privacy violations to incident@wv.gov.
 - 3.9.1 A Security Incident is any event that involves misuse of computing resources or is disruptive to normal system or data processing operations. Examples include, but are not limited to the following:
 - Lost or stolen computers or other portable devices;
 - Lost or stolen media that contains sensitive data;

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- Rampant computer virus infections within the State network;
- Loss of system or network functionality;
- A disaster scenario or act of terrorism;
- A prolonged power outage;
- A compromised (hacked) computer or server;
- A defaced Web page; and
- An information security policy violation.

3.10 Users should immediately report all information security incidents to incident@wv.gov. Users must provide the following information, to the extent possible:

3.10.1 Point of contact (name, phone, e-mail);

3.10.2 Characteristics of incident;

3.10.3 Date and time incident was detected;

3.10.4 Extent of impact;

3.10.5 Nature of incident, if known (ex: unauthorized access, system breach or malfunction, data loss or exposure, defacement, other); and

3.10.6 Any actions taken in response to the incident.

3.11 Confidential, private, personally identifiable information (PII), Federal Tax Information (FTI), or other sensitive data (i.e. credit card numbers, calling card numbers, logon passwords, health information, or other protected information), must be encrypted or disassociated from any individual prior to transmission through any public data communications infrastructure, such as a network or the Internet.

3.12 Employees must immediately contact incident@wv.gov upon receiving or obtaining confidential information to which the employee is not entitled (Note: the owner or sender of such information must also be notified) or becoming aware of any inappropriate use of State-provided IT resource.

3.13 Employees will contact an immediate supervisor if there is doubt concerning authorization to access any State-provided IT resource, or if questions arise regarding acceptable or unacceptable uses. If criminal activity is suspected or detected, reporting should occur up the supervisory or management chain without delay.

3.14 Access controls must be consistent with all state and federal laws and statutes, and will be implemented in accordance with this policy.

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- 3.15 Appropriate controls must be established and maintained to protect the confidentiality of passwords used for authentication.
 - 3.15.1 All passwords are confidential and **must not** be shared under any circumstances.
 - 3.15.2 Employees are expected to use strong passwords, which must conform to established standards and will be changed at intervals designated by the CTO.
- 3.16 All access to computing resources will be granted on a need-to-use basis.
- 3.17 Individual users will be assigned unique userids.
- 3.18 Each employee must be accountable for securing his or her computer, and for any actions that can be identified to have originated from it.
- 3.19 The WVOT will provision network user accounts by adding, modifying, and deleting user access for customer agencies. Each agency will appoint a designated approval authority, who will authorize all access modifications for that agency.
 - 3.19.1 When an employee is terminated, the agency's designated approval authority must contact WVOT immediately to disable all access, unless otherwise approved in writing by appropriate management.
 - 3.19.2 When an employee transfers, WVOT will modify all access to accommodate new user roles and responsibilities according to instructions from the agency's designated approval authority.
- 3.20 All Executive Branch employees will be required to complete mandatory online information security awareness or refresher training annually. New employees will be required to complete mandatory online training within the first week of employment as part of job orientation.
- 3.21 The authorized head of each agency (agency head) must assure that all employees sign a confidentiality agreement upon hire and annually thereafter. This confirms that the employee has read, fully comprehends, and will abide by State policies and procedures regarding privacy and information security.
- 3.22 The agency head must assure that all employees, and others who access computer systems, will receive sufficient training in policies and procedures, security requirements, correct use of information resources, and other administrative controls.

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3.23 The agency head must assure that all employees receive an appropriate background check (where applicable) consistent with legislative rule and West Virginia Division of Personnel policy.

3.24 Data/Information Assets

3.24.1 Information resources are designated for authorized purposes. The State has a right and a duty to review questionable employee activity. Only minimal personal use of State-provided IT resources is permitted (e.g. 10-15 minutes during break and/or lunch periods). This must not include any unauthorized uses (see appendix A) and must not interfere with the legitimate business of the State.

3.24.2 All information assets must be accounted for and have an assigned owner. Owners, custodians, and users of information resources must be identified and their responsibilities defined and documented.

3.24.3 Each owner or custodian of information will determine and document classification based on the circumstances and the nature of the information, according to a classification scheme common to all State agencies. Classification should consider legal protections, privacy, sensitivity, and criticality to the functions of the business. (For more information see WVOT-PO1006 – "Data Classification.")

3.24.4 The owner or custodian will determine and document the data classification, and the agency Information Security Administrator (ISA) will ensure the protective guidelines that apply for each level of information. They include, but may not be limited to the following:

- Access
- Use Within <Agency>
- Disclosure Outside <Agency>
- Electronic Distribution
- Disposal/Destruction

3.24.5 If at any time equipment or media changes ownership or is ready for disposal, the user must alert the responsible technical staff to the potential presence of any confidential and/or sensitive data on said equipment or media.

3.25 Physical and Environmental Security

3.25.1 Information resource facilities will be physically secured by measures appropriate to their critical importance.

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3.25.2 Security vulnerabilities will be determined, and controls will be established, to detect and respond to threats to facilities and physical resources.

3.25.3 Employees must guard against access to files and take precautions to protect IT devices when away from the workstation. This includes but may not be limited to the following:

- **Logging off computer;**
- **Locking computer; and/or**
- **Locking file cabinets and drawers.**

3.25.4 Critical or sensitive data handled outside of secure areas will receive the level of protection necessary to ensure integrity and confidentiality.

3.25.5 Equipment will be secured and protected from physical and environmental damage.

3.25.6 Equipment used outside State premises will be given an equal or greater degree of security protection as that of on-site information resource equipment.

3.26 Information Security Administrators

3.26.1 The departmental head must assign the role of Information Security Administrator (ISA). The ISA must perform, contract, or delegate the necessary functions and responsibilities of the position as defined in this policy and the Governor's Executive Information Security Team (GEIST) charter. If necessary, the ISA may delegate duties to one or more individuals (ex: ISL's) whose main function will be to assist in the protection of information resources within their agency.

3.26.2 The ISA will ensure that a risk management program will be implemented and documented, and that a risk analysis will be conducted periodically.

3.26.3 The ISA will oversee and ensure that cost effective contingency response and recovery plans will be maintained, providing for prompt and effective restoration of critical business functions in the event of any disruptive incident.

3.26.3.1 Procedures, guidelines, and mechanisms utilized during an information_security incident, along with the roles and responsibilities of the incident management teams, must be established, documented, and periodically reviewed. This may include testing to make sure that all plans remain current, viable, and comprehensive.

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- 3.26.3.2 Testing will be performed at intervals designated within CTO standards.

4.0 RELEVANT DOCUMENTS/MATERIAL

This policy is consistent with the following federal and state authorities:

- 45 Code of Federal Regulations (CFR) §§ 164.308-316
- Freedom of Information Act
- Gramm-Leach Bliley Act (GLBA)
- Health Insurance Portability and Accountability Privacy Rule
- NIST SP 800-14 and NIST SP 800-53
- State Health Privacy Laws
- WV Code § 5A-6-4a
- WV Executive Order No. 7-03
- WVOT Policies Issued by the Chief Technology Officer (CTO),
www.technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx

5.0 ENFORCEMENT & AUTHORITY

Any employee found to have violated this policy may be subject to disciplinary action up to and including dismissal. Disciplinary action will be administered by the employing agency and may be based upon recommendations of the WVOT and the **West Virginia Division of Personnel**. Please review the **WVOT Policy and Procedure Policy #1000** to review additional provisions concerning enforcement and policy authority.

6.0 DEFINITIONS

- 6.1 Access– The ability to locate, gain entry to, and use a directory, file, or device on a computer system or over a network.
- 6.2 Access Controls – The enforcement of specified authorization rules based on positive identification of users and the systems or data they are permitted to access.
- 6.3 Authentication – The process of verifying the identity of a user.
- 6.4 Chief Information Security Officer (CISO) – Person designated by the CTO to oversee information security practices and initiatives for the Executive Branch of WV State government, excluding the constitutional officers.
- 6.5 Chief Technology Officer (CTO) – The person responsible for the State's information resources.

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- 6.6 Confidential Data – Information that is legally protected (ex: Protected Health Information) or otherwise deemed by a qualified expert to be unsuitable for open access.
- 6.7 Contractor – Anyone who has a contract with the State or one of its entities.
- 6.8 Custodian of Information – The person or unit assigned to supply services associated with the data.
- 6.9 Employee – Individuals retained and authorized on a temporary or permanent basis by the State of West Virginia to perform a service. For the purposes of information technology and security policy, the term “employee” shall include the following: contractors, subcontractors, contractors’ employees, volunteers, county health department staff, business associates, and any other persons who are determined and notified by the WVOT to be subject to this policy. This definition does not create any additional rights or duties.
- 6.10 Information Assets – Any of the data, hardware, software, network, documentation, and personnel used to manage and process information.
- 6.11 Information Resources – All information assets, in all known formats.
- 6.12 Information Security – Those measures, procedures, and controls that provide an acceptable degree of safety for information resources, protecting them from accidental or intentional disclosure, modification, or destruction.
- 6.13 Information Security Administrator (ISA) – The person designated by the agency head to assure the agency’s compliance with State information security policies and procedures. The ISA is the agency’s internal and external point of contact for all information security matters.
- 6.14 Information Security Incident – An event characterized by unexpected and unwanted system behavior, breach, or unintended alteration of data.
- 6.15 Information Security Liaison (ISL) - Employees assigned by the ISA to assist in the protection of information resources.
- 6.16 Information Technology (IT) – The technology involved with the transmission and storage of information, especially the development, installation, implementation, and management of computer systems and applications.
- 6.17 Medium – Any repository, including paper, used to record, maintain, or install information or data.
- 6.18 Owner of Information – The person(s) ultimately responsible for an application and its data viability.

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- 6.19 Password – A string of characters known to a computer system or network and to a user who must enter the password in order to gain access to an information resource.
- 6.20 Personally Identifiable Information (PII) – Includes all protected and non-protected information that identifies, or can be used to identify, locate, or contact an individual.
- 6.21 Privacy Officer - The official responsible for facilitating the Executive Branch's integration of privacy principles, legal requirements, and privacy standards into department policies, procedures, and practices.
- 6.22 Procedure – A set of instructions or process steps prescribed in sufficient detail in order to understand how to meet a policy requirement. Procedures should document roles, methods, options, and examples necessary for a reader to understand how to comply with a policy.
- 6.23 Risk Analysis – The evaluation of system assets and their vulnerabilities to threats in order to identify what safeguards are needed.
- 6.24 Security Contact – These individuals include the ISA or the ISL.
- 6.25 Threat – Includes any person, condition, or circumstance that endangers the security of information or information systems in the context of information security.
- 6.26 User – A person authorized to access an information resource.
- 6.27 User id – A unique "name" by which each user is identified to a computer system.
- 6.28 West Virginia Division of Personnel – A division of the Department of Administration established by West Virginia Code § 29-6-1 *et seq.*, which is responsible for the system of human resource management for operating agencies in the classified and classified-exempt service of West Virginia State government.
- 6.29 West Virginia Office of Technology (WVOT) - The division of the Department of Administration established by WV Code § 5A-6-4a, *et. seq.*, which is led by the State's CTO and designated to acquire, operate, and maintain the State's technology infrastructure. The WVOT is responsible for evaluating equipment and services, and reviewing information technology contracts.

7.0 Change Log History

- January 28, 2015 – Added Change Log History; Split Section 4.5 into two sections, 4.5 and 4.6, respectively. Modified 4.6 to begin "Agencies are required to have employees sign...."

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- 9/1/2016 - Policy Reviewed. No edits made.
- 10/20/2017 - Policy Reviewed. No edits made.

Appendix A: Technology Usage Practices

Policy: Information Security

State of West Virginia Office of Technology

Policy No: WVOT-PO1001

Issue Date: 01/18/2007

Revised: 10/20/2017

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Acceptable/Unacceptable Use of State-Provided Technology:

The information contained within this Appendix applies to the State of West Virginia Information Security policy.

Relevant Technologies Include, but may not be limited to the following:

- a. Personal computers
- b. Personal Digital Assistants (PDA)
- c. Fax or copy machines with memory or hard drives
- d. Internet or Intranet
- e. E-mail and Enterprise Instant Messaging (EIM)
- f. Voice Mail
- g. Cell phones (including camera phones and smart phones with data communications and databases)
- h. Pagers
- i. Media including disk drives, diskette drives, optical disks (CD), tape drives, and USB drives (flash drives)
- j. Servers
- k. Printers

Unacceptable uses include, but are not limited to the following:

- a. Any use which violates local, state, or federal laws;
- b. Any use for commercial purposes, product advertisements, or "for-profit" personal activity;
- c. Any use for viewing, transmitting, receiving, saving, or printing sexually explicit material;
- d. Any use for promotion of political or religious positions or causes;
- e. Any use in relation to copyright infringement.
- f. Any use in relation to participating in chain letters or unauthorized chat programs, or forwarding or responding to SPAM;
- g. Any use for promoting the misuse of weapons or the use of devices associated with terrorist activities;
- h. Any use related to pyramid selling schemes, multi-marketing schemes, or fundraising for any purpose unless agency sanctioned;
- i. Any use for dispersing data to customers or clients without authorization;
- j. Any use in relation to placing wagers or bets;
- k. Any use that could be reasonably considered as disruptive to another's work;

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1. Employees will not waste IT resources by intentionally doing one or more of the following:
 - a. Placing a program in an endless loop;
 - b. Printing unnecessary amounts of paper;
 - c. Disrupting the use or performance of State-provided IT resources or any other computer system or network; or
 - d. Storing unauthorized information or software on State-provided IT resources.
2. Employees will not knowingly or inadvertently commit security violations. This includes doing one or more of the following:
 - a. Accessing or attempting to access records within or outside the State's computer and communications facilities for which the employee is not authorized; or bypassing State security and access control systems;
 - b. Copying, disclosing, transferring, examining, re-naming, or changing information or programs belonging to another user unless given express permission to do so by the user responsible for the information or programs;
 - c. Violating the privacy of individual users by reading e-mail or private communications without legal authority, or authorization based upon documented just cause;
 - d. Misrepresenting oneself or the State of West Virginia;
 - e. Making statements about warranty, express or implied, unless it is a part of normal job duties;
 - f. Conducting any form of network monitoring, such as port scanning or packet filtering unless expressly authorized by the WVOT; or
 - g. Transmitting through the Internet confidential data to include without limitation, credit card numbers, telephone calling cards numbers, logon passwords, and other parameters that can be used to access data without the use of encryption technology approved by the WVOT
3. Employees will not commit security violations related to e-mail activity. This includes doing one or more of the following:
 - a. Sending unsolicited commercial e-mail messages, including the distribution of "junk mail" or other advertising material to individuals who did not specifically request such material;
 - b. Unauthorized use for forging of e-mail header information;
 - c. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies;
 - d. Posting messages to large numbers of users (over 50) without authorization; or
 - e. Posting from an agency e-mail address to newsgroups, blogs, or other locations without a disclaimer stating that the opinions expressed are strictly their own and not those of the State or the agency, unless posting is in the fulfillment of business duties.

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Employee Responsibilities

Employees should conduct themselves as representatives of the State, and are responsible for becoming familiar with and abiding by all information security policies and guidelines.

1. Employees will only access files, data, and protected records if:
 - a. The employee owns the information;
 - b. The employee is authorized to receive the information; or
 - c. The information is publicly available.
2. Employees are prohibited from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, bandwidth, disk space, printer paper, or other IT resources.
3. Employees are prohibited from transmitting personal information about themselves or someone else without proper authorization while using State-provided IT resources.
4. Employees must adhere to copyright law regarding the use of software, print or electronic information, and attributions of authorship. In certain instances, legal counsel can determine permissible uses.

EXHIBIT C

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

1.0 INTRODUCTION

The Executive Branch has adopted privacy and information security policies to protect confidential and personally identifiable information (hereinafter all referred to as Confidential Information). This Notice sets forth the vendor's responsibilities for safeguarding this information.

2.0 DEFINITIONS

- 2.1 Breach** shall mean the acquisition, access, use or disclosure of Confidential Information which compromises the security or privacy of such information.
- 2.2 Confidential Information**, shall include, but is not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account number, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, employee marital status, employee maiden name, etc.
- 2.3 Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information.

3.0 BACKGROUND

Agencies maintain Confidential Information, including, but not limited to, trade secrets, personally identifiable information, protected health information, financial information, financial account numbers, credit card numbers, debit card numbers, driver's license numbers, State ID numbers, social security numbers, employee home addresses, etc. Federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act, the Privacy Act of 1974, Fair Credit Reporting Act and State laws require that certain information be safeguarded. In some situations, Agencies delegate, through contract provisions, functions to vendors that involve the vendor's collection, use and/or disclosure of Confidential Information. WV State government must take appropriate steps to ensure its compliance with those laws and desires to protect its citizens' and employees' privacy, and therefore, must require that its vendors also obey those laws.

Utilization of safeguards can greatly minimize potential exposure to sensitive information, and vendors are expected to adhere to industry standard best practices in the management of data collected by, or on behalf of, the State, and in the vendor's possession for a business purpose. Even when sound practices and safeguards are in use, exposures can occur as the result of a

Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements

theft, loss, or compromise of data, or systems containing data. At these times, vendors must be accountable for the loss of data in their possession by ***immediately reporting*** the incident surrounding the loss, and by absorbing any cost associated with the appropriate response actions deemed by the State to be reasonable and necessary. Additional vendor funding may be needed for required activities, such as: rapid notification to affected persons, and provision of a call center to handle inquiries. Notification and call handling will use a State-specified method, format, language, and personnel staffing level.

4.0 POLICY

- 4.1** All vendors for the Executive Branch of West Virginia State government shall sign both the RFP or RFQ, as applicable, and the Purchase Order which contain the confidentiality statement, incident response accountability acknowledgement, and adopt this policy by reference.
- 4.2** Vendors must contact the Privacy Officer of the Agency with which they are contracting to obtain Agency-specific privacy policies, procedures and rules, when applicable.
- 4.3** For vendors' information, Agencies generally require at least the following minimum standards of care in the handling of their Confidential Information:
 - 4.3.1** Confidential Information shall only be used or disclosed for the purposes designated in the underlying contract and at no time shall it be disclosed or used for a personal, non-work or non-contract related reason, unless specifically authorized in writing by the Agency.
 - 4.3.2** In all circumstances, vendors shall have no ownership rights or interests in any data or information, including Confidential Information. All data collected by the vendor on behalf of the Agency, or received by the vendor from the Agency, is owned by the Agency. There are no exceptions to this provision.
 - 4.3.3** In no circumstance shall a vendor use Confidential Information, or data, in any way detrimental to the Agency or to any individual whose records reside in the vendor's control. This prohibition shall not be construed to curtail a vendor's whistleblower rights under Federal and State law. If, in the process of making a good faith report under the provisions of W. Va. Code § 6C-1-1 et seq. or the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (Pub. L. No. 104-191) as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the Federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA") or any other relevant whistleblower law, a vendor finds it necessary to

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disclose Confidential Information to an appropriate authority in accordance with those statutes, the disclosure will not be treated as a Breach of the Agency's security, privacy or confidentiality policies, as long as the confidential nature of the information is explicitly conveyed to the authorized recipient.

4.3.4 The State may periodically monitor and/or audit use of the information systems and other record-keeping systems at a vendor location or a State location in an effort to ensure compliance with this policy. In addition, the State may audit, and require strengthening of, vendor policies and/or practices as they impact security of State data within the vendor's possession.

4.3.5 Any collection, use or disclosure of information that is determined by the Agency to be contrary to the confidentiality statement, law or Agency policy may result in termination of the underlying contract.

4.3.6 The confidentiality and incident response accountability statement contained within the RFP or RFQ, as applicable, and the Purchase Order shall survive termination of the underlying contract.

4.4 If there is an incident that involves theft, loss, or compromise of State Confidential Information, the following reporting and/or actions must be taken by the vendor, on its own behalf, or on behalf of its subcontractor:

4.4.1 If the event involves a theft, or is incidental to another crime, appropriate law enforcement officials shall be notified and a police report generated to document the circumstances of the crime, with a goal to establish whether the crime involved a motive to obtain the sensitive data. A copy of the police report will be forwarded in accordance with 4.4.2.3.

4.4.2 Notification of Breach.

4.4.2.1 Upon the **discovery** of Breach of security of Confidential Information, if the Confidential Information was, or is reasonably believed to have been, acquired by an unauthorized person, the vendor shall notify the individuals identified in 4.4.2.3 immediately by telephone call plus e-mail, web form or fax; or,

4.4.2.2 Within 24 hours by e-mail or fax of any suspected Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of potential loss of confidential data affecting the underlying contract.

4.4.2.3 Notification required by the above two sections shall be provided to:

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(1) the Agency contract manager whose contact information may be found at www.state.wv.us/admin/purchase/vrc/agencyli.htm and, (2) unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov.

- 4.4.2.4** The vendor shall immediately investigate such actual or suspected Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual's data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure; and (e) Whether any Federal or State laws requiring individual notifications of Breaches are triggered.
- 4.4.2.5** Agency will coordinate with the vendor to determine additional specific actions that will be required of the vendor for mitigation of the Breach, which may include notification to the individual or other authorities.
- 4.4.2.6** All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals.
- 4.5** The State may require that a vendor provide evidence of adequate background checks, including a nationwide record search, for individuals who are entrusted by the vendor to work with State information.
- 4.6** The State requires that any vendor taking possession of State data have comprehensive policies and practices to adequately safeguard that information, and further that the sensitivity of the information is clearly identified and documented in writing, with signed acknowledgement by the vendor that the sensitivity is understood, before it is conveyed to the vendor. Vendor policy should articulate all safeguards in place for the State information, including provisions for destruction of all data, including backup copies of the data, at the end of the vendor's legitimate need to possess the data. All State-owned media containing State information will be returned to the State when no longer legitimately needed by the vendor.
- 4.7** All vendor owned devices that contain or transport any State Confidential Information must be encrypted using the AES algorithm, and an industry

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standard methodology. This includes desktop and laptop computers (whole drive encryption – not file encryption), personal digital assistants (PDA), smart phones, thumb or flash-type drives, CDs, diskettes, backup tapes, etc.

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

State Agency, Board, or Commission (the "State"): WorkForce West Virginia

Vendor: Diamond Technologies, INC

Contract/Lease Number ("Contract"): CMA 0323 WWV2300000002

Commodity/Service: Maintenance and Support for SIDES System

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.

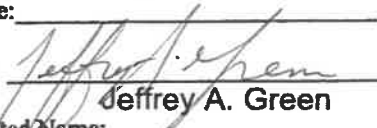
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.


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.

West Virginia
State: _____
By: 
Printed Name: Jeffrey A. Green
Deputy Executive Director
Title: _____
08/08/2022
Date: _____

Vendor: Diamond Technologies Inc.
By: 
Printed Name: Jason Ballance
Title: Director of Sales
Date: 08/08/2022

**Cost Sheet for Support Services
for the State Information Data Exchange System (SIDES)**

Implementation Costs				
Note: Reference the RFQ Section: 4.1.1 to and including 4.1.10				
Description		Number of Hours (estimated)	Cost per Hour	Extended Cost
Implementation/Transition Costs			\$ 140.00	\$
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
A. Implementation Costs				
			Subtotal for A.	
Maintenance and Support				
Note: Reference the RFQ Sections from 4.1.1 to and including 4.1.17, 4.1.19 to and including 4.1.31				
Description	Year		Cost Per Year	Extended Cost
Maintenance and Support	1		\$ 36,880.00	\$
Maintenance and Support	2		\$ 38,840.00	\$
Maintenance and Support	3		\$ 39,840.00	\$
Maintenance and Support	4		\$ 41,800.00	\$
B. Maintenance and Support				
			Subtotal for B.	
Professional Services for development and training				
Note: Reference the RFQ Section 4.1.18				
Description	Year	Number of Hours (estimated)	Cost per Hour	Extended Cost
Professional Services	1		\$ 140.00	\$
Professional Services	2		\$ 145.00	\$
Professional Services	3		\$ 145.00	\$
Professional Services	4		\$ 150.00	\$
B. Maintenance and Support				
			Subtotal for B.	

Instructions for completing the above Cost Sheet. The excel spreadsheet has been formatted to automatically provide the Subtotals and Grand Total. You will enter the cost associated with each Section as well as each year (1-4). All data entry items on the form are designated by a RED font. Please make sure you have entered costs in each line.

Professional service hours are estimated hours for bid submission only. No other fees will be allowed that are not included on Exhibit A.

Do not alter this cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so will result in disqualification of your bid.