



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

State of West Virginia Contract

Order Date: 03-21-2023

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: | CCT 0703 0703 BUD2300000002 1 | Procurement Folder: | 1198809 |
| Document Name: | WV Executive Budget Books Automation Software System | Reason for Modification: | Award of CRFP BUD 23*01. Original Procurement Folder #1153175 |
| Document Description: | WV Executive Budget Books Automation Software System | | |
| Procurement Type: | Central Contract - Fixed Amt | | |
| Buyer Name: | Joseph E Hager III | | |
| Telephone: | (304) 558-2306 | | |
| Email: | joseph.e.hageriii@wv.gov | | |
| Shipping Method: | Best Way | Effective Start Date: | 2023-03-23 |
| Free on Board: | FOB Dest, Freight Prepaid | Effective End Date: | 2024-03-22 |

| VENDOR | | DEPARTMENT CONTACT | |
|-------------------------------------|------------------|---------------------------------|-----------------------------|
| Vendor Customer Code: | VS0000018765 | Requestor Name: | Heather L Greenfield |
| VERTOSOFT LLC | | Requestor Phone: | (304) 558-0040 |
| 1602 VILLAGE MARKET BLVD SE STE 320 | | Requestor Email: | heather.l.greenfield@wv.gov |
| LEESBURG | VA | <div>23 FILE LOCATION</div> | |
| US | 20175 | | |
| Vendor Contact Phone: | 703-568-4703 | | |
| Extension: | | | |
| Discount Details: | | | |
| | Discount Allowed | Discount Percentage | Discount Days |
| #1 | No | 0.0000 | 0 |
| #2 | Not Entered | | |
| #3 | Not Entered | | |
| #4 | Not Entered | | |

| INVOICE TO | SHIP TO |
|---------------------|---------------------|
| STATE BUDGET OFFICE | STATE BUDGET OFFICE |
| BLDG 1 RM W310 | BLDG 1 RM W310 |
| 1900 KANAWHA BLVD E | 1900 KANAWHA BLVD E |
| CHARLESTON WV 25305 | CHARLESTON WV 25305 |
| US | US |

3-21-2023

Total Order Amount: \$189,200.00

Purchasing Division's File Copy

JA 3-21-2023

| | | |
|-----------------------------------|--------------------------------------|--------------------------------------|
| PURCHASING DIVISION AUTHORIZATION | ATTORNEY GENERAL APPROVAL AS TO FORM | ENCUMBRANCE CERTIFICATION |
| DATE: <i>Max</i> 3/21/2023 | DATE: <i>John & Grace</i> | DATE: <i>Beverly Tolen</i> 3-22-2023 |
| ELECTRONIC SIGNATURE ON FILE | ELECTRONIC SIGNATURE ON FILE | ELECTRONIC SIGNATURE ON FILE |

3/22/2023

Extended Description:

The vendor, Vertosoft, agrees to enter into this contract with the agency, The West Virginia State Budget Office, for a WV Executive Budget Books Automation Software System, per the specifications, terms and conditions, Addendum #1 issued 1/18/2023, Addendum #2 issued 2/2/2023, and the vendor's submitted bid response dated 02/01/2023 all incorporated herein by reference and made apart hereof.

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|---------------|--------------|
| 1 | 43231500 | 1.00000 | EA | 129200.000000 | \$129,200.00 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: Implementation and Installation

Extended Description:

Per Specification 4.2.1 - 4.2.2

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|------|--------------|-------------|
| 2 | 43231500 | 2.00000 | EA | 30000.000000 | \$60,000.00 |
| Service From | Service To | Manufacturer | | Model No | |
| | | | | | |

Commodity Line Description: First year maintenance and support/warranty/hosting

Extended Description:

Per Specification 4.2.1 - 4.2.2

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, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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☐

☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 11/1/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DEP22*32

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Vertosoft, LLC

Company

David Ball

Authorized Signature

3/20/2023

Date

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

Revised 6/8/2012

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

(Printed Name and Title) David Ball, Senior Director

(Address) 1602 Village Market Blvd, Suite 215, Leesburg, VA 20175

(Phone Number) / (Fax Number) (571) 707-4130 / (571) 291-4119

(Email address) david.ball@vertosoft.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Vertosoft, LLC

(Company)

David Ball

(Signature of Authorized Representative)

David Ball, Senior Director, 1/31/2023

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

(571) 707-4130 / (571) 291-4119

(Phone Number) (Fax Number)

david.ball@vertosoft.com

(Email Address)

REQUEST FOR PROPOSAL

(State Budget Office CRFP 2300000001)

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- 7. Section 6: Evaluation and Award**
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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the State Budget Office (hereinafter referred to as the "Agency") to procure a cloud-based software-as-a-service solution to produce the Governor's Executive Budget Books in accordance with West Virginia Statute (section fifty-one, article VI, subsection B of the Constitution of West Virginia and WV Code §11B-2) and the requirements of the Distinguished Budget Presentation Award that is administered by the Government Finance Officers Association (GFOA).

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

REQUEST FOR PROPOSAL

(State Budget Office CRFP 2300000001)

SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background and Current Operating Environment:** The State Budget Office is responsible for producing the Governor's Executive Budget Books which are presented during the State of the State Address on the second Wednesday in January as per statute (except for gubernatorial election years where it is postponed one month). The introduced budget contains the Governor's proposed Budget Bill and three volumes: Volume I - Budget Report contains the financial statements required by statute; Volume II - Operating Detail contains supplemental agency and capital project data as required by the GFOA; Volume III - Account Detail contains a detailed ledger of the proposed budget.

Currently, all of the Executive Budget Books are done by hand:

- The Budget Bill is manually typed in Microsoft Word;
- Volume I – Budget Report and Volume II – Operating Detail are created individually in Adobe InDesign using:
 - 1) information emailed to the Agency in Word and;
 - 2) PDFs created from either:
 - a.) the Agency's internal, manually updated Excel spreadsheets or
 - b.) from reports generated from Business Intelligence reports that pull from the Budget Development database in wvOASIS (West Virginia's ERP - a CGI Advantage product).
- Volume III - Account Detail is entirely generated in wvOASIS Business Intelligence from data that is manually entered into Budget Development.

A major issue facing the agency is last minute changes as decisions can be made up until the statutory deadline and each adjustment has a cascade effect across multiple and independent documents. For every modification, the Agency must make the changes in wvOASIS Budget Development, rerun Business Intelligence reports, update the Budget Bill in Word, and manually update Excel files that are saved in different folders across the Agency's G-Drive. Simultaneously, the Agency staff must remember every single point across thousands of pages that will require an update with each change. The room for error, and the risk of missing the statutory deadline, is high.

Another major issue is that there is only one employee in the Agency who knows how to use InDesign to assemble the final product. There is a limited ability to recreate the books in Business Intelligence as permissions, both to create reports and to use SQL to query the database, are housed solely by wvOASIS (ERP Board). Despite numerous requests, the Agency is unable to gain access to create our specialized reports. The Agency needs a solution that is trainable and also gives the Agency autonomy to work with their data and adjust the final product as needs may change in future years.

The Agency is soliciting a product that will streamline the Budget Book process. The goals are to reduce the probability of errors, save time for the limited staff, have a repeatable process for all staff members, and produce a final product that speaks to the level of hard work and care that the Agency puts into its creation.

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4.2. Project Goals and Mandatory Requirements: The State Budget Office is seeking to license a secure cloud-based software-as-a-service to streamline the production of the Governor's Executive Budget Books. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 Agency will have an automated and streamlined process for creating the budget books. The desired outcomes could include dynamic linking that reduces manual updates, especially for last-minute changes; a consolidated and user-friendly platform for the Budget Book data; streamlined workflow with all contributors and staff; and to have the Budget Books assembled in one platform, with the capability to export to other programs as well as PDF.

4.2.1.2 Agency will be able to automate at least one of the Budget Books (Volume II – Operating Detail) within the platform and have the Book meet both the statutory requirements and deadline, beginning in January 2024 (proposed State FY 2025). Agency will have the flexibility and knowledge to automate the other Budget Books within the platform with limited or no assistance, preferably with full administrative/owner access to the workspace.

4.2.1.3 Agency wants to have a reproducible process that does not depend on any one person. User adoption and support whereby each budget staff member (at least 7) may be fully trained in the platform and may have access to ongoing product support following implementation. Embedded audit trails and internal controls, which will allow Agency to collaborate and establish internal workflows.

4.2.1.4 The vendor should provide the Agency with a timely and attractive final product that meets both statutory requirements and the deadline of January 10th, 2024; as well as GFOA requirements for the Distinguished Budget Presentation Award.

4.2.1.5 The vendor should describe how it will provide support to the Agency for the SaaS platform for the duration of the contract, including a desired 24/7 available support in the time leading up to the statutory deadline.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

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4.2.2.1 Vendor shall provide software training to all Agency staff members to ensure future fiscal year replication efforts are successful.

4.2.2.2 Vendor shall, post-implementation, provide documentation of all data mapping and other processes used to construct the platform and database.

4.2.2.3 Vendor shall provide assistance, guidance, and support for any Agency delegated responsibilities during the implementation process.

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 Vendors should demonstrate successful prior experience working with State Budget Offices and/or other public sector finance offices in automating their budget books.

4.3.1.2 Vendors should provide references and date ranges for existing public sector finance and budget office accounts where they have provided the full range of services requested.

4.3.1.3 Vendors should identify all third-party implementers and their prior experience working with State Budget Offices and/or other public sector finance offices when implementing software and processes for budget book automation.

4.3.1.4 For any third-party implementers identified in 4.3.1.3, vendors should provide references and date ranges for public sector finance and budget offices where they have provided the full range of services requested.

4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

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4.3.2.1. Vendors must have at least two existing Federal, State, or Local government accounts where they have provided the full range of services requested in this RFP for at least two years.

4.3.2.2. Implementation staff (3rd party or otherwise) must have implemented proposed software in at least two existing Federal, State, or local government accounts.

SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

5.3.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

REQUEST FOR PROPOSAL

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Step 2 – 0.909091×30 = Total Cost Score of 27.27273

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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

Vertosoft, LLC

(Company)

David Ball, senior Director *David Ball*

(Representative Name, Title)

(571) 707-4130 / (571) 291-4119

(Contact Phone/Fax Number)

1/31/2023

(Date)

State of West Virginia

**Technical Proposal for WV Executive
Budget Books Automation Software
System for the State Budget Office
CRFP 2300000001**

workiva

Presented by:

02/01/23 12:24:36
WV Purchasing Division

***V*ertosoft**

Vertosoft, LLC
1602 Village Market Blvd., Suite 215
Leesburg, VA 20175
P: (571) 707-4130
F: (571) 799-9560
David Ball, Senior Director
david.ball@vertosoft.com

David Ball

February 2, 2023
VALID FOR 90 DAYS

Confidentiality Statement

The information contained in this document is considered confidential and proprietary to Workiva (Confidential Information). This Confidential Information is intended for use exclusively between Workiva and the State of West Virginia and/or its subsidiaries and affiliates solely for the purpose of this Request for Proposal (RFP). This document and all information contained herein shall not be transmitted, reproduced, disclosed, or used otherwise, in whole or in part, without the express written authorization of Workiva.



February 2, 2023

State of West Virginia
Attn: Joseph E. Hager III
2019 Washington St E
Charleston, WV 25305

Dear Mr. Hager and the Purchasing Division,

Vertosoft, as the Authorized Government Reseller for Workiva and FH Black (FHB), is pleased to respond to the State of West Virginia's request for proposal, CRFP 0703 BUD2300000001, for an Executive Budget Books Automation Software System. We recommend the Workiva platform as your software solution.

The Workiva platform simplifies complex work by bringing people, data and process into one tool. It is a multi-business reporting solution that enables collaboration, streamlines financial reporting, and creates efficiencies in reporting workflows.

Over 4,300 customers, including higher education, federal, state, city, county, special district, and corporate customers partner with Workiva as a low-risk software solution to improve efficiencies within their organizations and modernize financial reporting. Over 115 public sector agencies use the Workiva platform to produce their ACFR and over 150 agencies to produce their Budget Book, management and other annual financial reports and statements.

We are excited about the prospect of working with you. Should you have any questions regarding our response, please contact me directly at (571) 707-4130 or via email at david.ball@vertosoft.com.

Best,

David Ball
Senior Director
(571) 707-4130 | david.ball@vertosoft.com

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4.2. PROJECT GOALS AND MANDATORY REQUIREMENTS

The State Budget Office is seeking to license a secure cloud-based software as a service to streamline the production of the Governor's Executive Budget Books. Vendor should describe its approach and methodology to providing the service or solving the problem described by meet the goals/objectives identified below.

Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives

The project goals and objectives are listed below.

4.2.1.1 CREATING THE BUDGET BOOKS

Agency will have an automated and streamlined process for creating the budget books. The desired outcomes could include dynamic linking that reduces manual updates, especially for last-minute changes; a consolidated and user-friendly platform for the Budget Book data; streamlined workflow with all contributors and staff; and to have the Budget Books assembled in one platform, with the capability to export to other programs as well as PDF.

Workiva is a multi-business reporting solution and enables the Agency to merge multiple file formats into a single, publication-ready document. The Agency easily and efficiently creates all components of the Budget Book from within the consolidated and user-friendly platform for the budget book data, creating charts, graphs, text files, and spreadsheets, and linking information from a single source to various destinations (dynamic linking- a patented function and uses the familiar copy/paste feature) throughout reports for data accuracy and consistency. The Agency exports the completed Budget Book as a pdf document, including charts, graphs, narrative information, and/or connected embedded spreadsheet tables. The cloud-based platform streamlines financial reporting (i.e., Budget Book and other reports) and enables the Agency to:

- Reduce time spent on the reporting processes by replacing manual updates workflows with automated processes.
- Ensure Budget Book data accuracy and consistency by creating a single source of truth for numbers and data on a consolidated and user-friendly platform.
- Eliminate duplicative work by linking source numbers and data to multiple documents and outputs that automatically update as source values update.
- Effectively communicate and eliminate version control issues with a collaborative environment where multiple contributors and staff work on the same document at the same time and assembled in one platform.
- Maintain a complete audit trail of activity and changes for transparency and accountability.
- Apply role-based and granular permissions to ensure appropriate and secure access.



- Streamline review process utilizing the collaborative environment functionality within Workiva environment

4.2.1.2 BUDGET BOOK AUTOMATION

Agency will be able to automate at least one of the Budget Books (Volume II – Operating Detail) within the platform and have the Book meet both the statutory requirements and deadline, beginning in January 2024 (proposed State FY 2025). Agency will have the flexibility and knowledge to automate the other Budget Books within the platform with limited or no assistance, preferably with full administrative/owner access to the workspace.

The Workiva platform is easy-to-use, familiar, and flexible by design. This design strategy makes the platform compatible with emerging trends, and template updates doable without custom development. In addition, Workiva's patented linking technology means any linked data and text is automatically updated across the platform when the source is updated.

FHB will recreate the Adopted Budget Book (located here: *Budget Books (Volume II – Operating Detail)*) within the Workiva platform.

Implementation Methodology

FHB proposes a **guided-self implementation model** and remote delivery of all implementation services. The guided-self implementation approach means FHB will:

- a. deploy our **purpose-built Public Sector data model** to accelerate implementation and maximize automation,
- b. manage the project,
- c. provide ongoing guidance and direction to the Agency's team,
- d. recreate the publication within a Workiva document,
- e. link 10% of the pages as a means of training the Agency's team,
- d. assign tasks to the Agency's team and verifies completion.

In this model, the Agency's team performs the majority of the work with guidance from FHB. **This approach facilitates maximum learning of the Workiva platform by heavily participating in the recreation of the prior budget book and minimizes cost.** Together with training provided, Agency will have the flexibility and knowledge to automate the other Budget Books within the platform with limited or no assistance in the future, if so desired. Agency will be able to utilize the platform and have full administrative/owner access to the workspace. The intuitiveness of the Workiva's platform allows users to easily transition from a Microsoft Word, Excel and PowerPoint environment.

FHB uses our expertise to provide proactive leadership, guidance, and direction to Agency's team throughout each phase of the project lifecycle while working collaboratively to plan and implement the solution within the Workiva platform. This approach ensures the Book meet both the statutory requirements and deadline, beginning in January 2024 (proposed State FY 2025):

- a. **FHB Principal Consultants are CPAs and GFOA Budget Book & ACFR award reviewers with decades of experience in automating Budget Book & ACFR production.** This experience enables



- FHB to provide recommendations on how best to automate business processes, prevent change-management obstacles, and maximize Agency's adoption of the Workiva platform,
- b. We assign multiple CPAs to the project to provide redundancy and efficiency.
 - c. **FHB provides project management from planning through go-live.** Using a project management portal, the team monitors progress, accesses recordings of all meetings, book meetings in the consultant's calendar, and marks assigned tasks completed. The system automatically notifies the team of project status updates to streamline communication and progress.
 - d. **FHB records all meetings**, and Agency accesses the recordings as desired throughout the implementation and for Aftercare Support.
 - e. **Capstone Training:** Post implementation, FHB will create and provide access to a custom-built training video that demonstrates key functions within your Workiva platform based on your specific configuration and process. (Please see section 4.2.2.2 Documentation of Data Mapping and Processes for details)

We recognize every client, and every implementation is unique and FHB plans accordingly. There are always considerations for any project including:

- a. Scope Creep. It is important for any project to properly define project scope. When we are awarded multiple projects, we manage Implementation from beginning to end in a short timeframe so that neither team needs to stop and be reminded of previous decisions or assignments. We invest in additional planning at the onset to ensure we identify organizational-wide needs as well as standardization that increases efficiency for the next project.
- b. Project Timeline. All projects are made up of tasks that must be completed in a certain order and at certain times. We pay close attention to the availability of staff and their commitments to ensure the schedule is followed.
- c. Resistance to Change. Every organization has individuals who have varied expectations of a new system. Our strategy provides your team a clear understanding of the project goals with open discussion and participation. We listen and address any and all concerns as the project progresses.
- d. General Strategy. We know every organization has unique processes. A successful implementation requires the right people with the knowledge of what works, what needs improvement and a willingness to try something different. We have done this before, and we know what works, and what does not. We provide full consulting services and recommendations in the setup and use of the system.

Alternative Implementation Approaches:

We provide **alternative implementation approaches** if your team lacks the resources or skills to implement the desired solution. Organizations can experience turnover either prior to or during an implementation that can drastically impact the success of a project. Are you prepared for this obstacle?

With your typical software vendor implementation, the project could stall or fail if these challenges arise. We provide options for both joint or delegated implementations (at an additional cost) to support your needs. Our team of CPA's have sat in your chair and have done the work that you are doing today and can assist your team at any level of service you desire.



| Delegated | Joint | Guided-Self |
|---|--|--|
| <p>We do nearly all the work.</p> <p>Everything in joint plus, we group your G/L and reconcile prior values and build the report contents.</p> <p>Designed for organizations that have:</p> <ul style="list-style-type: none"> a. staff commitments that necessitate outsourcing most of the implementation work b. skills shortages that dictate outsourcing the implementation work c. very tight deadlines that necessitate getting as much support as possible | <p>We share the work between our and your teams. You group your G/L and reconcile to prior published values, create formulas to the connected query spreadsheet. We do everything in guided-self plus build the report contents.</p> <p>Designed for organizations that have:</p> <ul style="list-style-type: none"> a. budget constraints that prevent fully outsourcing the project b. staff commitments/skills shortages which necessitate outsourcing portions of the implementation work c. deadlines that prevent self-implementation | <p>Your team does the work, and we guide you to ensure optimal setup.</p> <p>Designed for organizations that have:</p> <ul style="list-style-type: none"> a. budget constraints b. experienced (accounting/ & technology) staff with significant time to dedicate to the project |

A sample Project Timeline and Milestones schedule for recreating the *Budget Book (Volume II – Operating Detail)* in the Workiva platform is included below. A typical Budget Book implementation each takes an average of twelve (12) to eighteen (18) weeks:

Approximate Implementation Timeline

| Milestone | Completion Date |
|--|-----------------|
| Project Planning Meeting | Week 01 |
| Project Kickoff and Source Document Upload | Week 01 |
| Platform Configuration (Onboarding Setup) | Week 02 |
| General Training | Week 03 |
| Document formatting print-ready | Week 06 |
| Mid-Project Sponsor Check-In Meeting | Week 09 |



| | |
|---|----------|
| Wdesk Document Calculated and Linked | Week 12 |
| Recreation of Prior Year Reports and Configuration & Testing of Integration with Workiva | Week 15 |
| Creation of Import Scripts | Week 17 |
| Agency Sign-Off (prior year account values in all documents are accurate and the new structure is approved) | Week 18 |
| Go-Live and Project Wrap-Up | Week 18+ |

General Statement of Work

The goal of the project is to implement an integrated budget book automation solution and produce the Budget Book (Volume II – Operating Detail) within the Workiva Platform that provides Agency an automated and streamlined process for creating additional budget books

Project Planning Meeting

- a. Scheduled within a few days of an executed contract.
- b. Review the implementation process with Agency's team members, specifically discussing support, statement of work, responsibilities, business process improvement, change management, goals, and next steps (i.e., Source Documentation Upload).

Source Document Upload

- a. Agency uploads CIP and Budget-related data and documents per FHB instructions for the FHB consultant to review prior to the Project Kickoff.

Project Kickoff

- a. Initial kickoff meeting with FHB consulting team.
- b. Discovery and process review with FHB consulting team to discuss current reporting process, including current systems used for reporting and data collection.
- c. Establish high-level future state of reporting process using the Workiva platform, including Wdata.
- d. Review roles and responsibilities and finalize specific goals and expectations.
- e. Finalize a detailed project plan, including deliverables and timeline.

Platform Configuration

- a. FHB consulting team configures and sets up Workiva platform according to the future state defined during the Project Kickoff. This will include initial, basic sections, document structures and the import of prior year documents as provided by Agency.
- b. FHB consulting team will configure the prebuilt data model (database tables, views, and processes) to facilitate import of data from a single data source per project. Should additional integrations be required, additional fees may apply.

General Workiva Training

- a. FHB consultant provides Agency with instruction and access to basic Workiva platform training.
- b. Agency completes Workiva platform training.

Mid-Project Sponsor Check-In Meeting



- a. FHB and the Agency Project Sponsor meet to discuss project progress and address any concerns and proposing possible solutions.

Recreation of Prior Year Report: Budget Book

- a. As a demonstration to Agency staff, FHB links up to Ten (10) pages for the Budget Book (Volume II – Operating Detail)

Key Implementation Documentation of Decisions and Outputs

There are three (3) decisions to consider on commencement of the engagement:

1. **Underlying Account Detail:** Consideration should be given to the volume of data to include in the new reporting system. For example, if Agency has a 9 segment Chart of Accounts and one segment represented Cost Center, then Agency wants to consider if account balance should include cost center or not. Despite not needing to disclose cost center detail in the Budget Book, many clients opt to include this level of detail to simplify analysis, reconciliations, and provide support to the auditors.
2. **Business Process Review:** To maximize value, Agency does not necessarily want to continue the same process in the new system, ignoring platform benefits. Consideration needs to be given to redesigning the business process to maximize value (e.g., save time, reduce risk).
3. **Future Reporting Plans:** Consideration should be given to future versions of the Budget Book, what would they look like, and identify the level of data integration from source systems. For example, Agency eventually wants to create and automate other Budget Books, then Agency may want to design the pull from source systems now.

In our almost 30 years of experience implementing reporting automation solutions for public sector organizations, we identified that the most successful implementations require the appropriate:

1. **Technology** - careful selection of the technology solution that best fits the client's particular goals and addresses their specific challenges. Many tools can accomplish a given task but matching the one the best fits the need is critical.
2. **Experience** - as crucial as choosing the right technology is, having people on the implementation team that have experience building the Budget Book. Implementations with team members who have never completed your Budget Book, do not understand GASB 34 entries, or know which GL accounts roll up to a particular value on a statement will face much more significant hurdles.
3. **Skills** - How comfortable with new technology is your team? Are they experts with spreadsheets and word processing tools? Do they understand the concepts of relational databases and queries? Even better, can they write queries? Is there project management expertise on the team? The more skillful the implementation team, the better the adoption, and your organization will more fully leverage the solution.
4. **Time** - How much time can your team dedicate to the project? Will they have other duties to contend with while implementing the new solution?

Choosing any of the major reporting solutions can lead to success. The most difficult implementations suffer from shortages of experience, skills, and/or time. To ensure success, Agency would want to mitigate these



risks. Failing to secure or losing experienced, skilled resources with sufficient availability will likely result in major challenges to the project.

The challenge of getting experience, skill, and time is precisely why FHB implementations are:

- Led by CPAs with public sector experience.
- Supported by one of our senior Workiva Platform certified developers with decades of experience.
- Managed by a dedicated project manager who maintains an updated project portal.
- Tailored to your organization's level of availability:
 - If you need us to do all the work, we offer a delegated implementation.
 - If your team has lots of time, we offer a guided self-implementation.
 - If you need something in between, we provide a joint implementation.

4.2.1.3 REPRODUCIBLE PROCESS

Agency wants to have a reproducible process that does not depend on any one person. User adoption and support whereby each budget staff member (at least 7) may be fully trained in the platform and may have access to ongoing product support following implementation. Embedded audit trails and internal controls, which will allow Agency to collaborate and establish internal workflows.

Workiva's annual subscription includes Premium Support. Premium Support includes technical support (basic and on-call), a Customer Success Manager (CSM) and an online Support Center.

Support

Support is available by telephone, chat through the application, and e-mail 24 hours a day, year round (excluding limited holidays). The 24/7 support includes a two-hour maximum response time.

This support uses a "follow the sun" model and is provided through our US, EMEA, and APAC support personnel within our restricted access office locations.

CSM

The CSM acts as an ongoing point of contact, focused on collaborating with customers to ensure they receive the most value from the Workiva platform. The CSM has experience working with our solutions and significantly contributes to Workiva's greater than 95% customer satisfaction rate.

Support Center

The Workiva platform provides online access to support and training materials, specifically through the Support Center which includes access to Workiva's Learning Hub, Workiva Community, and the Workiva Platform help site. Users can find a "Support" link in the application that will take them to a knowledge base that has supporting documentation on all of our applications. There are also tooltips throughout the system that offer contextual support, and tours within the Workiva Platform to assist with specific items.

The Workiva Learning Hub is a course site for on-demand learning that includes webinars, e-learning courses, virtual training, and a user certification program. The Workiva Community is a discussion platform for users to



share best practices, ideas and product enhancement requests, and the Workiva Platform help site is a resource library of narratives and videos detailing platform functions and features.

Annual Conference

In addition, Workiva hosts an annual user conference called Amplify. Amplify brings together thousands of users who want to increase trust in their data and reduce risk throughout their organizations. The conference provides training, professional development sessions, a chance to earn CPE credits, and networking with peers, thought leaders, and Workiva experts in accounting, finance, reporting, and compliance.

FHB will recommend a list of standard courses from the Workiva Learning Hub for Agency's team members to complete, education specific to the document(s) created to increase user adoption. FHB then supplements this standard training with tailored education to the SME/Champion(s) for the documents/reports/projects in question which covers the details of their implementation specifics. Training also occurs ongoing during weekly project meetings as deemed necessary.

To ensure Agency has a reproducible process that does not depend on one person, FHB will provide a purpose-built Public Sector data model specifically designed for State and Local governments, as mentioned in Section 4.2.1.2, that enables maximum automation and functionality. In addition, FHB will include Capstone Training whereby FHB will create and provide access to a training video, post implementation, that demonstrates key functions within your Workiva platform based on your specific configuration and process. (Please see section 4.2.2.2 Documentation of Data Mapping and Processes for Capstone Training details.)

To further enhance the reproducible process, Workiva provides a complete audit trail solution, logging all activity, changes, deletions, edits and updates by user with date and time stamp. Additionally, Workiva's Processes feature lets you design and automate workflows. Within a process, you can create a workflow that lets you design and automate workflows and sends tasks to assignees, helping you efficiently collect and approve content in your files and track current assignments.

4.2.1.4 STATUTORY AND GFOA REQUIREMENTS

The vendor should provide the Agency with a timely and attractive final product that meets both statutory requirements and the deadline of January 10th 2024; as well as GFOA requirements for the Distinguished Budget Presentation Award.

The Workiva platform is a Software as a Service (SaaS) solution with user definable configuration which supports GAAP/Uniform Guidance compliant financial statements and reports in line with GFOA standards. Workiva works with guidance from the State to configure the platform according to scoped financial statements and reports. As of 2023, the Workiva platform is used by over 300 public sector agencies to produce their Annual Comprehensive Financial Reports (ACFR) and annual Budget Books.

The flexible nature of the platform supports a variety of government financial reporting and compliance needs like ACFR, Popular Annual Financial Report (PAFR), Annual/Agency Financial Report (AFR), Budget Book, Capital Improvement Plan (CIP), Single Audit, and Ad Hoc/Management Reports. The Workiva platform drives productivity and value for employees, stakeholders and constituents, and agencies commonly use the platform for multiple solutions.



To help meet both statutory requirements and the deadline of January 10th 2024, FHB provides project management from planning through go-live. Using a project management portal, the team monitors progress, accesses recordings of all meetings, book meetings in the consultant's calendar, and marks assigned tasks completed. The system automatically notifies the team of project status updates to streamline communication and progress. Additionally, we assign multiple CPAs to the project to provide redundancy and efficiency.

For GFOA requirements for the Distinguished Budget Presentation Award, FHB will bring in and review prior Budget Book:

- Bring into Workiva platform the existing Budget Book and have the layout and style resemble the original documents.
- Specific for Budget Book: Perform gap analysis and review budget book to identify GFOA criteria to establish steps to meet GFOA criteria.

As mentioned prior, FHB lead implementers are CPAs and GFOA ACFR and Distinguished Budget Presentation Award Reviewers with decades of experience both with the GASB framework and in automating ACFR and Budget Book production. This experience enables FHB to provide recommendations on how best to automate business processes, prevent change-management obstacles, and maximize Agency's adoption of the Workiva platform.

4.2.1.5 ONGOING SUPPORT

The vendor should describe how it will provide support to the Agency for the SaaS platform for the duration of the contract, including a desired 24/7 available support in the time leading up to the statutory deadline.

Workiva provides highly-rated customer support using an omni-channel approach. The Support Team maintains a greater than 95% customer satisfaction rate and Workiva maintains a nearly 98% revenue retention rate. Workiva provides support and training during implementation to walk users through setup, features and functions, and provides training throughout the life of the contract.

Customer Success Manager (CSM): A CSM is dedicated to the State and acts as the ongoing point of contact. The CSM is a strategic partner, focused on helping the State maximize return on investment, and identify best practices as well as opportunities for process improvement. The CSM provides a specific phone number and email for the State.

Support Team: In addition to the CSM, the State has access to Workiva's 24/7, world-class Support Team. The Support Team is US based, has a greater than 95% customer satisfaction rate, and handles all technical questions. Workiva provides a support phone number and email. Basic support hours are from 9:00 AM to 5:00 PM, Monday through Friday based on the time zone of the nearest Workiva support center. Support center locations are in Eastern (ET), Central (CT), Mountain (MT) and Pacific (PT) Time Zones. In addition, Workiva provides customer support by telephone and e-mail 24 hours a day, year round (excluding limited holidays). The 24/7 support includes a two-hour maximum response time.

Support Center: The Support Center includes The Learning Hub (online courses), a Help site (hundreds of articles and video tutorials on the platform), and Community (where you can connect with other Workiva customers, ask questions, post answers, etc.).



Platform Maintenance: Workiva manages all upgrades and updates with no downtime or disruption to the State. There are no additional costs for ongoing maintenance, and platform upgrades and updates are released regularly (e.g., daily, weekly).

Annual Conference: Workiva hosts an annual user conference called Amplify. Amplify brings together thousands of users and provides training, professional development, and CPE credits.

Easy to Use: The Workiva platform is easy to use and looks and feels like tools the State uses today (i.e., Word, Excel, PowerPoint, Google Docs, etc.). This familiar design is intentional—in an effort to both simplify training and accelerate user adoption. Users commonly report a readiness to use the platform within 90 minutes of training.

FHB Standard Support: FHB specifically provides education to the SME/Champion(s) for the Budget Book project, a recommended list of courses from the Workiva Learning Hub for Agency team members to complete, education specific to the document created, and future state documentation.

In addition, FHB has included **forty (40) hours of Aftercare support for the Budget Book and Capstone Training**. Aftercare hours are valid for one year from the date of project completion. Agency can always purchase FHB additional support at any time with the purchase of a Service Level Agreement. Capstone Training will be created after Project Completion (Please see section 4.2.2.2 Documentation of Data Mapping and Processes for Capstone Training details.). With Capstone Training, FHB will create a custom training video that demonstrates key functions within your Workiva platform based on your specific implementation and process.

4.2.2. Mandatory Project Requirements

The following mandatory requirements relate to the goals and objectives and must be met by the vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 TRAINING

Vendor shall provide software training to all Agency staff members to ensure future fiscal year replication efforts are successful.

Initial platform setup and user training is part of the implementation/setup. The Solutions Architect (SA) provides tailored training for the team, and Workiva provides continued support for the life of the contract as part of the annual subscription.

The Workiva platform provides online access to support and training materials, specifically through the Support Center which includes access to Workiva's Learning Hub, Workiva Community and the Workiva Platform help site. There are also tours within the Workiva Platform to assist with specific items. The Workiva Learning Hub is a course site for on-demand learning that includes webinars, e-learning courses, virtual training, and a user



certification program. The Workiva Community is a discussion platform for users to share best practices, ideas and product enhancement requests, and the Workiva Platform help site is a resource library of narratives and videos detailing platform functions and features.

In addition, Workiva hosts an annual user conference called Amplify. Amplify brings together thousands of users who want to increase trust in their data and reduce risk throughout their organizations. The conference provides training, professional development sessions, a chance to earn CPE credits, and networking with peers, thought leaders, and Workiva experts in accounting, finance, reporting, and compliance.

FHB consultant provides Agency with instruction and access to basic Workiva platform training. Agency completes Workiva platform training.

FHB will provide supplements to the standard Workiva training with custom training based on the setup throughout implementation to the SME/Champion(s) for the budget book automation project which covers the details of their implementation specifics.

Additionally, training also occurs ongoing during weekly project meetings (that are recorded and accessible by Agency's team for future reference) as deemed necessary.

As mentioned above, FHB provides post implementation **Capstone Training** – FHB will create and provide access to a training video that demonstrates key functions within your Workiva platform based on your specific implementation and process. Please see the following section (4.2.2.2 Documentation of Data Mapping and Processes) for Capstone Training details.

4.2.2.2 DOCUMENTATION OF DATA MAPPING AND PROCESSES

Vendor shall, post-implementation, provide documentation of all data mapping and other processes used to construct the platform and database.

Post-implementation, FHB will provide Agency:

- a. **Capstone Training**- a pair of custom videos which demonstrates an overall summary of the Client's Workiva implementation. It is designed to facilitate overall comprehension of how the solution functions. Our clients typically use this resource to onboard new team members or as a reminder for those who have not used to solution in some time. It includes:
 - i. 90-minute custom video created based on the client's unique implementation process, organized by chapters/topics[JB] . This video will be forwarded to the client for review. Any questions that arise after watching the video are to be shared with FHB for use in the Q&A video.
 - ii. Recorded Q&A meeting that addresses Client's questions.

The 90-minute video provides an overview of the design and intended utilization of key aspects of solution including (as applicable):

- i. Data sources
- ii. Table structure
- iii. Queries
- iv. Query connected spreadsheets
- v. Linked spreadsheets



- vi. Document creation and linking
 - vii. Adjusting journal entry
 - viii. Validation tool
 - ix. Rounding tool
 - x. Cashflow worksheet
 - xi. Fund balance allocator
 - xii. Major/non-major fund allocator
- b. **Client Meeting recordings**- FHB records all meetings, and Agency accesses the recordings as desired throughout the implementation and for Aftercare Support.
- c. **Self-documented artifacts** – data-mapping structure, knowledge of consultants, best-practices, etc.
- d. **Documentation of implementation processes** (50 hours of effort is included)

4.2.2.3 ASSISTANCE DURING THE IMPLEMENTATION PROCESS

Vendor shall provide assistance, guidance, and support for any Agency delegated responsibilities during the implementation process.

Please see Implementation Methodology described in Section 4.2.1.2. and below Statement of Work provided for the project.

Project Description

1. F.H. Black & Company Incorporated (FHB) to guide the Client in reproducing the prior year State of West Virginia, Executive Budget: Operating Detail - Fiscal Year 2024 (BB) utilizing Workiva.
 - a. We have utilized the BB provided by the Client as the definition of your scoping requirements. Should the size of the document (442 pages) being set up vary in size or complexity significantly, additional fees may accrue.
 - b. Includes building 442 pages of content in the Workiva Document as formatted and outlined in the BB (located here: <https://budget.wv.gov/executivebudget/Documents/FY%202024%20Volume%20II%20Operating%20Detail.pdf>)
 - c. During implementation we may make recommendations for changes to improve usability, to simplify ongoing maintenance by your team, or on rare occasions due to technical capabilities of the software.
 - d. Workiva Budget Book Automation timeline is 14 to 18 weeks after the kickoff call. Upon our receipt of executed agreements, we will schedule the project and the first two meetings (Project Planning and Project Kickoff) based on mutual availability.

FHB Responsibilities

1. CPA, Project Manager, and Client Success Manager assigned to the engagement.
2. Guide the Client through the entire implementation.
3. Provide a data model purpose-built for the Public Sector.
4. Importing the BB into a Wdesk document, setup sections, and linking all tables to supporting noncalculating spreadsheets.
5. Assist with loading data and demonstrate how to assign imported data to group codes.
6. For 10 pages of the document:
 - a. FHB will convert the non-calculating Spreadsheets to calculating by:



- i. creating formulas for Wdata Connected Spreadsheets
 - ii. creating formulas for other supporting Spreadsheets
- b. FHB will create calculating Spreadsheets for narrative values and link to the document
- 7. Setup and configuration of a validation dashboard with data validation check(s) and link(s). FHB has allocated up to 1 hour to support this functionality.
- 8. Initial setup and configuration of Budget Adjustment Worksheet with queries back to Wdata.
- 9. Provide supplements to the standard Workiva training with custom training based on the setup throughout implementation.
- 10. Setup Wdata and chains/scripts to load standard exported content from the Client ERP system via supported Cloud Storage (Box.com, DropBox, OneDrive, SharePoint, ShareFile) or SFTP folder. Includes up to 3 source files (csv, xlsx) for purposes of pulling in required trial balance details.
- 11. Provide documentation of data mapping and other processes used to construct the platform and database. FHB has allocated up to 50 hours to support this requirement.

Client Responsibilities

- 1. Project Sponsor and Client Subject Matter Expert will read the article/requirements for successful self-implementation projects (<https://blog.fhblackinc.com/self-implementation-is-it-right-for-you>) and affirm that the Client is confident in their abilities/capacity to complete this project.
- 2. Provide FHB with administrative/owner access to the Workiva workspace.
- 3. Team members working on the project will take the courses recommended by FHB from the Workiva Learning Hub (approximately 10 hours per person).
- 4. With Guided-Self Onboarding the Client is responsible for implementation tasks. Consequently, the Client will be primarily responsible for meeting project timelines and deadlines.
- 5. The Client uploads the BB-related documents and reconciled data export from the financial system(s), including all required underlying ERP/Budget software detail (similar to the package you provided to the auditor), per FHB instructions.
- 6. Provide ongoing guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
- 7. Provide a mapping/group legend for each value in the report.
- 8. Assign all accounts by, at minimum, Object and Function as recommended/advised by FHB within Wdesk.
- 9. For the remaining 432 pages of the 442-page document not linked by FHB:
 - a. Client will convert the non-calculating Spreadsheets to calculating by:
 - i. creating formulas to Wdata Connected Sheets
 - ii. creating formulas to other supporting Spreadsheets
 - b. Client will create calculating Spreadsheets for narrative values and link to the document
- 10. Review the document for non-GL-driven data and create Spreadsheets for work papers, other calculations, or specifying as input.
- 11. Complete miscellaneous tasks that may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
- 12. Reconcile the financial data within the Wdesk as necessary to agree with previously published reports. This process may also require posting budget adjustment entries within Wdesk or the accounting system. If this is necessary, the Client will be responsible for this work.
- 13. If necessary, create additional data validation checks and link to the validation dashboard to ensure accuracy throughout the solution.
- 14. Review, test, and sign-off on all FHB work within five (5) business days of receipt.

Project Completion

The project is complete when the State of West Virginia Executive Budget: Operating Detail - Fiscal Year 2024 document in Workiva duplicates the formerly published BB found here (<https://budget.wv.gov/executivebudget/>)



4.3. QUALIFICATIONS AND EXPERIENCE

Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information

Vendor should describe in its proposals how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 PRIOR EXPERIENCE

Vendors should demonstrate successful prior experience working with State Budget Offices and/or other public sector finance offices in automating their budget books.

Please see Section 4.3.1.3 for FHB (third-party implementer) experience.

Workiva Customers and Solutions

As of 2023, Workiva supports over 300 government agencies across the U.S. That includes 23 state controller's offices who've successfully published GFOA award-winning ACFRs and other reports, including Budget Books, using Workiva.

Workiva customers have created over 15 million reports, and linked over five billion data elements using the platform. The flexible nature of the platform supports a variety of government financial reporting and compliance needs like Annual Comprehensive Financial Report (ACFR), Popular Annual Financial Report (PAFR), Annual/Agency Financial Report (AFR), Budget Book, Capital Improvement Plan (CIP), Single Audit, and Ad Hoc/Management Reports and dashboards. The Workiva platform drives productivity and value for employees, stakeholders and constituents, and customers commonly use the platform for multiple solutions.

Customer Satisfaction and Retention

Workiva's customer satisfaction scores are greater than 95%, and revenue retention rates are over 98%, confirming Workiva is a trusted partner. Workiva is committed to customer success and supporting customers throughout the reporting process. CSMs are embedded in customer teams, and work with customers through all the processes and controls necessary for high-quality business data management, reporting, and decision-making.

4.3.1.2 REFERENCES



Vendors should provide references and date ranges for existing public sector finance and budget office accounts where they have provided the full range of services requested.

Reference 1

| Client Name | State of WV Financial Accounting Reporting Section |
|--------------|--|
| Contact Name | Betsy Chapman |
| Phone | (304) 414-9072 |
| Email | betsy.chapman@wv.gov |
| Date Ranges | September 2020–Present |

Reference 1

| Client Name | Executive Budget Office – Alabama Department of Finance |
|--------------|--|
| Contact Name | Doryan Carlton |
| Phone | (334) 242-7244 |
| Email | doryan.carlton@budget.alabama.gov |
| Date Ranges | May 2018–Present |

4.3.1.3 THIRD-PARTY IMPLEMENTERS AND PRIOR EXPERIENCE

Vendors should identify all third-party implementers and their prior experience working with State Budget Offices and/or other public sector finance offices when implementing software and processes for budget book automation.

F.H. Black & Company Incorporated (FHB) will be the proposed third-party implementer for Agency's Budget Book(s), utilizing the Workiva platform.

For nearly 30 years, FHB has enabled public sector finance & budget departments across North America to improve and automate their most time consuming, monotonous, and dreaded business processes.

Automating the drudgery to focus on high-value work is so essential to our clients that they choose to Leave Nothing to Chance. They engage us to review their processes, recommend, implement & support the ideal enabling technologies and best practices.

Our carefully selected team of professionals begin by interviewing your team & reviewing your current process. We then collaborate with your team to redesign the process, select, implement, and support the optimal enabling technology.

FHB has engaged with more than 600 clients, completed over 1,000 financial reporting automation projects, with a primary focus on State and Local Governments. FHB's Principal Consultants are CPAs and GFOA



Award Reviewers and have worked in finance and budget offices like yours and completed the work you are doing today. We deeply understand the challenges and opportunities our clients face to take a consultative approach to each engagement.

FHB's areas of expertise and focus include:

Accounting Expertise:

- a) All team members have extensive accounting experience, and all Principal Consultants are CPAs
- b) Consultants have decades of experience conducted conducting audits, preparing working papers, year-end financial statements, budgets, and budget books.
- c) Our consultants have completed hundreds of reporting projects in North American frameworks including GASB, GAAP, IFRS, ASPE, and PSAB.

Technology Expertise:

- a) Experience performing business process analysis and building custom applications.
- b) Evaluate current and evolving technology to identify best-of-breed solutions.
- c) Certified to implement, train and support predominant automation software solutions for Accounting and Finance professionals.

Domain Expertise:

- a) Over 200 years of collective experience working with finance and budget departments in government, education, and corporations throughout North America.
- b) Regular presenters for numerous professional associations across North America for the following topics: business process improvement, financial reporting, internal controls, data analytics and monitoring, RPA as well as best practices for communicating financial information
- c) GFOA Award Reviewers for the Distinguished Budget Book and the Excellence in Financial Reporting Awards.

"We believe FHB's customer service is "top notch." The team made a concerted effort to understand our requirements and concerns. We participated in periodic "how's everything going" meetings. We got the sense that FHB strives for continuous improvement in servicing its clients; and is genuinely concerned about its clients' opinions and satisfaction with FHB's products and services."

Sandra J. Royce

Director of Financial Reporting & Analysis Office of the State Controller State of Maine

FHB & Workiva Partnership



Workiva named FHB the **2021 Innovation Partner of Year** and certified FHB as the **Workiva Elite Partner** - evidence of FHB's expertise and of the strong partnership that benefits the customer and sets the collaboration apart from competitors. We [FHB and Workiva] have collaborated together to enhance the platform and to deliver an exceptional experience for State and Local Government Agencies.





In each of our partnered engagements the organizations automated processes, saved time, improved accuracy and gained greater transparency. Common use cases include Budget Book, ACFR, PAFR and/or other financial and management reports.

"I feel like I am the lucky one. Thanks to F.H. Black, we did not have any issues, we met all our deadlines, and we are really confident in our solution. F.H. Black has the best consultants I have seen in my whole career. Not only are they IT experts, but they know the accounting side. ...I am a CPA and also a Certified Public Financial Officer, but I think our consultant is a level above me."

*Dongmei Li
Assistant Controller-Corporate Accounting at Chicago Public Schools*

Some examples of recent budget, ACFR and other financial reporting automation projects by FHB include:

Local Government

- City of Knoxville, TN – Automation of Budget Book
- Deschutes County, OR – Automation of Budget Book
- City of Fort Wayne, IN – Automation of Annual Budget Book
- City of La Vista, NE – Automation of ACFR, Budget Book and graphic design components
- Clayton County Public Schools, GA – Automation of the Annual Budget Book and graphic design components
- City of Chicago, IL - Automation of the ACFR
- Chicago Public Schools, IL – Automation of ACFR and GASB 87 Lite Solution
- Miami-Dade County, FL– Automation of the ACFR
- Miami-Dade County, FL- Water and Sewer Department – Automation of the ACFR
- Miami-Dade County, FL- Department of Solid Waste – Automation of the ACFR

State Government

- State of Maryland- Automation of ACFR and closing packages
- State of Maine- Automation of ACFR
- State of Florida – GASB 87 Automation

Federal Government

- Department of Energy

"FHB took the time to thoroughly understand our processes and systems before suggesting and demonstrating the solution that best met our requirements."

*Chris Buurman
Accountant, City of La Vista, NE*



4.3.1.4 REFERENCES FOR THIRD-PARTY IMPLEMENTERS

For any third-party implementers identified in 4.3.1.3, vendors should provide references and date ranges for public sector finance and budget offices where they have provided the full range of services requested.

REFERENCE 1

| | | |
|----|--|---|
| a) | Company Name for whom the work was performed | Deschutes County, OR |
| b) | Contact Information (name, phone number, and email address) | Daniel Emerson, (541) 617-4721 daniel.emerson@deschutes.org |
| c) | Brief description of the work and data range | Budget Book Automation using Workiva (Jun to Sep 2021) |
| d) | Case Studies' if available (describe any challenges and resolutions encountered on similar projects completed by your company) | https://blog.fhblackinc.com/deschutes-county-budget-book |

REFERENCE 2

| | | |
|----|--|---|
| a) | Company Name for whom the work was performed | City of Fort Wayne, IN |
| b) | Contact Information (name, phone number, and email address) | Kathleen Smith, 260-427-1183, kathleen.smith@cityoffortwayne.org |
| c) | Brief description of the work and data range | Budget Book Automation using Workiva (Apr to Sep 2021) |
| d) | Case Studies' if available (describe any challenges and resolutions encountered on similar projects completed by your company) | https://blog.fhblackinc.com/city-of-fort-wayne |

REFERENCE 3

| | | |
|----|---|--|
| a) | Company Name for whom the work was performed | State of Maryland |
| b) | Contact Information (name, phone number, and email address) | Luther Dolcar, 410-260-7914, ldolcar@marylandtaxes.gov |
| c) | Brief description of the work and date range | Replacement of existing Financial Reporting (ACFR) automation solution with Workiva and Closing Packet Processes (May to Sep 2021) |



REFERENCE 4

| | | |
|----|---|---|
| a) | Company Name for whom the work was performed: | Chicago Public Schools |
| b) | Contact Information (name, phone number, and email address) | Dongmei Li, 773-553-2735, dli23@cps.edu |
| c) | Brief description of the work and data range | Financial Report (ACFR) , GASB 87 reporting and lease review (Jan 2021 ongoing; multiple projects) all with Workiva |
| d) | Case Studies' if available (describe any challenges and resolutions encountered on similar projects completed by your company | https://blog.fhblackinc.com/chicago_public_schools |

4.3.2. Mandatory Qualification/Experience Requirements

The following mandatory qualification/experience requirements must be met by the Vendor as part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 FULL RANGE OF SERVICES PROVIDED

Vendors must have at least two existing Federal, State, or Local government accounts where they have provided the full range of services requested in this RFP for at least two years.

Workiva helps over 5,200 customers in over 180 countries, including more than 75% of the Fortune 500®. The Workiva platform is used by more than 300 government and higher education institutions including 24 State controller's offices for a variety of government financial reporting and compliance needs like ACFR, PAFR, AFR, Budget Book, CIP, Single Audit, and Ad Hoc/Management Reports and dashboards.

For almost 30 years, FHB has engaged with more than 600 clients, completed over 1,000 financial reporting automation projects, with a primary focus on State and Local Governments. FHB's Principal Consultants are CPAs and GFOA Award Reviewers and have worked in finance and budget offices like yours and completed the work you are doing today. We deeply understand the challenges and opportunities our clients face to take a consultative approach to each engagement.

4.3.2.2 IMPLEMENTATION STAFF

Implementation staff (3rd party or otherwise) must have implemented proposed software in at least two existing Federal, State, or local government accounts.

Darryl Parker, CPA, CMA, *Director of Solution Design & Architecture*

As the Director of Solution Design & Architecture, Darryl leads the technical team at FHB to ensure the success of all implementations. He is also the firm's lead trainer and has considerable custom development experience within the Workiva ecosystem.

Darryl has nearly two decades of experience implementing report automation solutions for dozens of governments, universities, CPA firms across North America. Initially a computer programmer, Darryl provides a depth of technical knowledge and problem solving that helps ensure the success of the projects he manages.

In an effort to more fully understand client issues, he pursued and achieved his accounting designation. He now brings both skill sets to the table to ensure that his clients deliver the results they need with all possible tools.

Darryl's certifications:

1. CPA

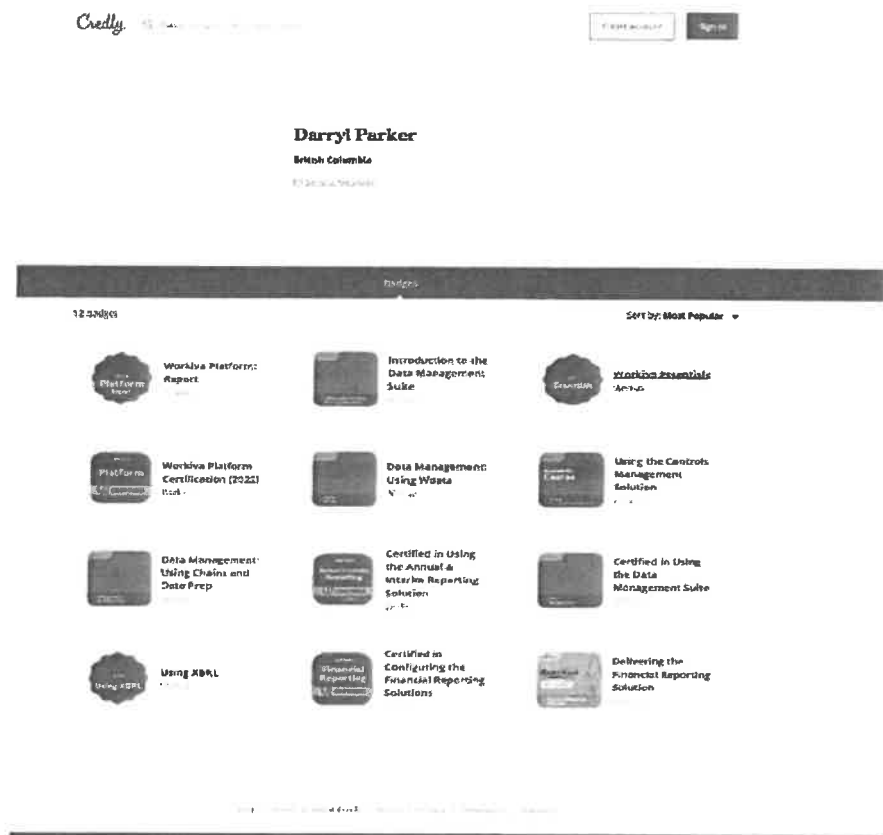


The screenshot shows the CPA British Columbia website's public member directory search results. The search criteria entered are: First/Preferred Name: Darryl, Last Name: Parker, City of Employment: Vernon. The results table shows one entry for Darryl Parker, R, with designations CMA, CPA, and CMAA, and a current employment status of Summary.

| Preferred Name | Last Name | Province | City Name | Designations | Current Employment |
|----------------|-----------|----------|-----------|----------------|--------------------|
| Darryl | Parker | BC | Vernon | CMA, CPA, CMAA | Summary |

(Source: CPA British Columbia- Member Directory Available to the Public:
https://services.bccpa.ca/imis/Directory/Directory_Search.aspx)

2. Workiva Platform



(Source: Credly link: <https://www.credly.com/users/darryl-parker.551a3311/badges>)

Sample of completed Workiva automation projects:

- State of Maryland – ACFR Automation
- City of Fort Wayne, ON – Budget Book Automation
- City of Oakland, CA – ACFR Automation
- City of Knoxville, TN - Budget Book Automation
- City of La Vista, NE – ACFR and Budget Book Automation
- Deschutes County, FL – Budget Book Automation
- City of Chicago, IL – ACFR Automation

Jill Moats, CPA, Principal Consultant

As a Principal Consultant for F.H. Black & Company Incorporated, Jill implements, trains and supports clients on improving the finance function. Jill is a seasoned professional with over 12 years of accounting and finance industry experience. Her industry experience focused significantly on accounting period-end closing processes, internal controls, variance analysis, and financial reporting. Jill holds a Certified Public Accountant (CPA) designation as well as a Bachelor of Science Degree in Accounting and a Bachelor of Science Degree in Business Administration, Finance.

Jill's certifications:

1. CPA



CPA Verification: Details



CPA License Information

| | |
|-----------------------------|---------------------|
| Name | JILL GARRETT MCATEE |
| Company Name | |
| Address | |
| City | |
| State | |
| Zip | |
| County | |
| License Number | |
| License Type | CPA |
| Status | Active |
| Effective Date | 07/01/2022 |
| Expiration Date | 6/30/2028 |
| Discipline | |
| Public Discipline Documents | |

Authorization to Perform Attest/Compilation Services

Results of latest verification: [View report](#)

(Source: West Virginia Board of Accountancy <https://www.boa.wv.gov/verifications/details/individual/>)

2. Workiva Platform

Jill Moats



(Source: Credly link: <https://www.credly.com/users/jill-moats/badges>)

Sample of completed Workiva automation projects:

- State of Maryland, MD – ACFR Automation
- City of Fort Wayne, IN - Budget Book Automation
- Chicago Public Schools, IL – ACFR Automation
- Miami-Dade County, FL - ACFR Automation
- City of Chicago, IL – ACFR Automation
- Clayton County Public Schools, GA - Budget Book Automation
- Jefferson County Public Schools, KY – ACFR Automation
- Deschutes County, FL – Budget Book Automation
- Miami-Dade Water & Sewer – ACFR Automation

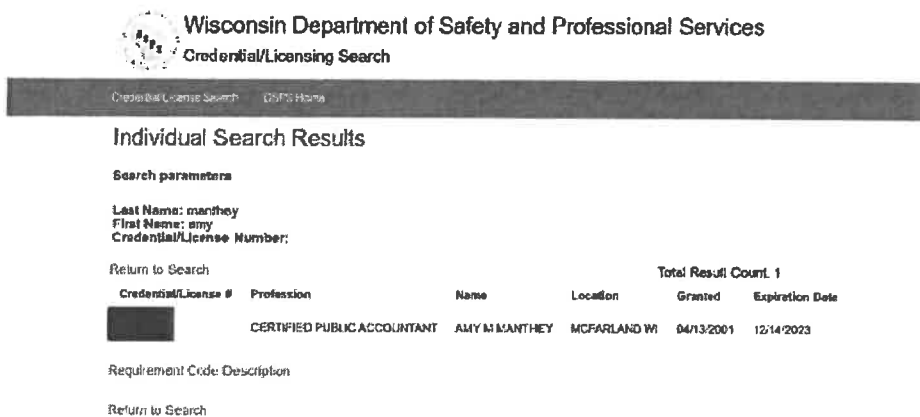
Amy Manthey, CPA, CITP, CISA, *Principal Consultant*

Amy has over 20 years of experience with a public accounting firm, ranging from providing attest work for governmental clients, information technology risk assessment for a wide range of clients, and firm quality assurance specializing in assurance software.

Before transferring to the assurance internal quality control team, she was an audit practitioner for more than 10 years, specializing in financial statement audits, IT risk assessments and consulting services. She has extensive experience in financial audits for state and local governments, municipal utilities, compliance audits, Yellowbook and single audits, and reviewing, analyzing and identifying areas for improvement in an organization's internal control environment.

Amy's certifications:

1. CPA



Wisconsin Department of Safety and Professional Services
Credential/Licensing Search

Credential/License Search DSFS Home

Individual Search Results

Search parameters

Last Name: manthey
First Name: amy
Credential/License Number:

Return to Search

| Credential/License # | Profession | Name | Location | Total Result Count: 1 | |
|----------------------|-----------------------------|---------------|--------------|-----------------------|-----------------|
| | | | | Granted | Expiration Date |
| [REDACTED] | CERTIFIED PUBLIC ACCOUNTANT | AMY M MANTHEY | MCFARLAND WI | 04/13/2001 | 12/14/2023 |

Requirement Code Description

Return to Search

(Source: Wisconsin Department of Safety and Professional Services:
<https://licensesearch.wi.gov/IndividualLicense/SearchResults>)

2. Workiva Platform













Amy Manthey

Principal Consultant | J.M. Black & Company, Inc.
McFarland, Wisconsin

[View Profile](#)

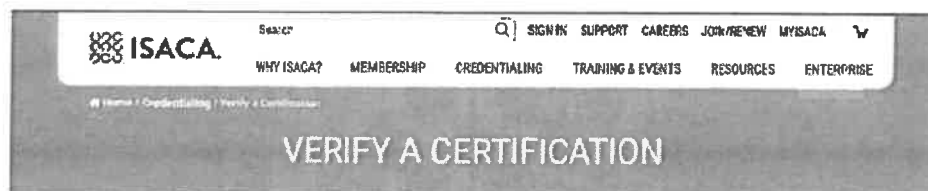
Badges

12 badges Sort: Most Popular

| | | |
|--|--|---|
|  <p>Workiva Platform Report 2024</p> |  <p>Introduction to the Data Management Suite 2024</p> |  <p>Workiva Essentials 2024</p> |
|  <p>Workiva Platform Work vs Platform Certification (2022) 2024</p> |  <p>Certified Information Technology Professional (CITP) 2024</p> |  <p>Data Management Using Workiva 2024</p> |
|  <p>Data Management Using Chains and Data Prep 2024</p> |  <p>Using the Annual & Interim Reporting Solution 2024</p> |  <p>Certified in Using the Annual & Interim Reporting Solution 2024</p> |
|  <p>Configuring the Financial Reporting Solutions 2024</p> |  <p>Certified in Configuring the Financial Reporting Solutions 2024</p> |  <p>Delivering the Financial Reporting Solution 2024</p> |

(Source: Credly link: <https://www.credly.com/users/amy-manthey.e15ac1a5>)

3. CISA Certification



Select the type of certification, enter the certificate number that they would have provided you with, and their last name exactly as it appears in their ISACA profile.

You can also submit verification requests along with a signed written consent from the individual to our Customer Experience Center.

Name: Amy Manthey
Status: Active
Certification Type: CISA
Certification Number: [REDACTED]
Date Certified: 29 June 2011
Expiration Date: 31 December 2023

TRY AGAIN

PRINT RESULT

Please note, the expiration date issued on the certificate is reflective of the three-year CPE cycle that the certification holder must adhere to.

All certification maintenance requirements must still be met annually. The verification tool above provides the annual expiration date and reflects the current verification status. If the annual requirements are not met, the three-year certificate is no longer valid.

(Source: ISACA – Verify a certification: <https://www.isaca.org/credentialing/verify-a-certification>)

Sample of completed Workiva automation projects:

- State of Florida – GASB 87 Lite Solution on the Workiva platform
- Miami-Dade, FL – ACFR Automation
- Miami-Dade Water & Sewer, FL – ACFR Automation
- Chicago Public Schools, IL – GASB 87 Lite Solution on the Workiva platform

Kelsey Macke, Project Manager

As a Project Manager, Kelsey uses her strategic and analytical expertise to consistently deliver results for our clients by aligning resources and teams with project objectives.

Before joining F.H. Black & Company Incorporated, Kelsey excelled as a project manager in the corporate industry, working collaboratively with stakeholders, colleagues, and clients to ensure project success.

Kelsey holds a Project Management Certification. Her contact email is: kmacke@fhblackinc.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Vertosoft, LLC

Company

David Ball

Authorized Signature

1/31/2023

Date

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

| EXHIBIT A - PRICING PAGE | | | | | |
|--------------------------|--|--|----------|------------|---------------|
| specification | description | unit of measure | quantity | unit price | extended cost |
| 4.2.1-4.2.2 | Implementation and installation | lump sum | 1 | 129200 | \$ 129,200.00 |
| 4.2.1-4.2.2 | first year maintenance and support/warranty/hosting | year | 2 | 30000 | \$ 60,000.00 |
| 4.2.1-4.2.2 | Second year maintenance and support/warranty/hosting | year | 2 | 30000 | \$ 60,000.00 |
| 4.2.1-4.2.2 | Third year maintenance and support/warranty/hosting | year | 2 | 30000 | \$ 60,000.00 |
| 4.2.1 | Licenses-estimated quantity* | <i>*Includes unlimited user licenses</i> | | | \$ - |
| | | Total Bid Amount | | | \$ 309,200.00 |

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: State Budget Office

Name of Vendor: Vertosoft, LLC

Signature: 

Signature: David Ball

Title: Budget Analyst

Title: Senior Director

Date: 3/21/2023

Date: 3/20/2023