



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

# State of West Virginia Master Agreement

Order Date: 12-17-2024

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

|                       |                                                      |                          |                             |
|-----------------------|------------------------------------------------------|--------------------------|-----------------------------|
| Order Number:         | CMA 0231 4429 OOT2500000005 1                        | Procurement Folder:      | 1521625                     |
| Document Name:        | Enterprise Vulnerability Management System (OT25051) | Reason for Modification: | AWARD OF CRFQ OOT2500000013 |
| Document Description: | Enterprise Vulnerability Management Sys. OT25051     |                          |                             |
| Procurement Type:     | Central Master Agreement                             |                          |                             |
| Buyer Name:           |                                                      |                          |                             |
| Telephone:            |                                                      |                          |                             |
| Email:                |                                                      |                          |                             |
| Shipping Method:      | Best Way                                             | Effective Start Date:    | 2024-12-14                  |
| Free on Board:        | FOB Dest, Freight Prepaid                            | Effective End Date:      | 2025-12-13                  |

| VENDOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DEPARTMENT CONTACT |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|---------------------|---------------|----|----|--------|---|----|----|--|--|----|----|--|--|----|----|--|--|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor Customer Code: 000000190047<br>NETWORK INNOVATION SOLUTIONS CORP<br>1060 CEDAR CREST DR<br><br>HUNTINGTON WV 25705<br>US<br>Vendor Contact Phone: 304-781-2282 Extension:<br><br>Discount Details:<br><table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table> |                    | Discount Allowed    | Discount Percentage | Discount Days | #1 | No | 0.0000 | 0 | #2 | No |  |  | #3 | No |  |  | #4 | No |  |  | Requestor Name: Meghan S Shears<br>Requestor Phone: (304) 558-2018<br>Requestor Email: meghan.shears@wv.gov<br><br><b>2025</b><br>FILE LOCATION: _____ |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Discount Allowed   | Discount Percentage | Discount Days       |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |                                                                                                                                                        |
| #1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                 | 0.0000              | 0                   |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |                                                                                                                                                        |
| #2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |                                                                                                                                                        |
| #3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |                                                                                                                                                        |
| #4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No                 |                     |                     |               |    |    |        |   |    |    |  |  |    |    |  |  |    |    |  |  |                                                                                                                                                        |

| INVOICE TO                                                                                                                  | SHIP TO                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV 25305<br>US | IS&C - CHIEF FINANCIAL OFFICER<br>DEPARTMENT OF ADMINISTRATION<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |

CR 12-17-24

Total Order Amount:

Open End

Purchasing Division's File Copy

TEW 12/17/24

|                                           |
|-------------------------------------------|
| PURCHASING DIVISION AUTHORIZATION         |
| DATE: <i>M. J. [Signature]</i> 12/17/2024 |
| ELECTRONIC SIGNATURE ON FILE              |

|                                      |
|--------------------------------------|
| ATTORNEY GENERAL APPROVAL AS TO FORM |
| DATE: <i>John L. [Signature]</i>     |
| ELECTRONIC SIGNATURE ON FILE         |

|                                   |
|-----------------------------------|
| ENCUMBRANCE CERTIFICATION         |
| DATE: <i>[Signature]</i> 12-20-24 |
| ELECTRONIC SIGNATURE ON FILE      |

12/20/2024

**Extended Description:**

Open -End Contract  
Enterprise Vulnerability Management System (OT25051)

The Vendor; Network Innovation Solutions of Huntington WV agrees to enter this open-end contract with the agency, The West Virginia Department of Administration, Office of Technology to provide Enterprise Vulnerability Management System license and support per the bid requirements, specifications, terms and conditions, Addendum No. 01 issued on 10/04/2024, and the Vendor's submitted and accepted proposal on: 10/08/2024 per the attached bid schedule all incorporated herein by reference and made apart hereof.

Effective Dates: 12/14/2024 - 12/13/2025

3 Renewals Remaining

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price    |
|--------------|----------------|--------------|----------|-------------------------|---------------|
| 1            | 43222503       |              |          | EA                      | 207900.000000 |
| Service From |                | Service To   |          | Service Contract Amount |               |
|              |                |              |          | 0.00                    |               |

**Commodity Line Description:** 3.1.1 - Enterprise Vulnerability Management Service - Year 1

**Extended Description:**

Contract Item #1: Enterprise Vulnerability Management Service (EVMS), 35,000 licenses, with required hardware, training and support - Year One -

| Line         | Commodity Code | Manufacturer | Model No | Unit                    | Unit Price   |
|--------------|----------------|--------------|----------|-------------------------|--------------|
| 5            | 43222503       |              |          | EA                      | 60000.000000 |
| Service From |                | Service To   |          | Service Contract Amount |              |
|              |                |              |          | 0.00                    |              |

**Commodity Line Description:** 3.1.1.1.6.1 - Additional 5,000 License Increments - Year 1

**Extended Description:**

3.1.1.1.6.1 At the State's discretion, the Vendor must provide additional licenses in 5,000 increments.

|               | Document Phase | Document Description                                | Page<br>3 |
|---------------|----------------|-----------------------------------------------------|-----------|
| OOT2500000005 | Draft          | Enterprise Vulnerability<br>Management Sys. OT25051 |           |

#### **ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

☐ **Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_. 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 \_\_\_\_\_ 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 Specifications 3.1.12 and 3.1.13

**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.

Software as a Service Addendum (SAAS) as defined in specification 2.14 and attached in  
☒ the bid documents. Vendor should return with their bids, but will be required prior to award.  
see specification 3.1.14

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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: \$1,000,000 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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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.

**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](mailto: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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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



**DESIGNATED CONTACT:** 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) Robert Whitley CEO

(Address) 1060 Cedar Crest Dr Huntington, WV 25705

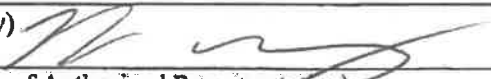
(Phone Number) / (Fax Number) 304-781-3410

(email address) rwhitley@gonis.us

**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.

Network Innovation Solutions Corp

(Company) 

(Signature of Authorized Representative)

Robert Whitley CEO 10-07-2024

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

304-781-3410

(Phone Number) (Fax Number)

rwhitley@gonis.us

(Email Address)

REQUEST FOR QUOTATION  
Enterprise Vulnerability Management Service (OT25051)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the purchase of an Enterprise Vulnerability Management Service (EVMS), and an annual licensing.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“CVSS”** means Common Vulnerability Scoring System, a framework for rating the severity of security vulnerabilities in software.
  - 2.5 **“SCAP”** refers to NIST’s Security Content Automation Protocol, a method for using specific standards to enable the automated vulnerability management, measurement, and policy compliance evaluation systems deployed in an organization.
  - 2.6 **“DAST”** means Dynamic Application Security Testing, a scan designed to detect conditions indicative of a security vulnerability in an application in its running state.
  - 2.7 **“NVD”** means National Vulnerability Database, the US government repository of standards-based vulnerability management data represented using SCAP.
  - 2.8 **“CERT”** is a division of SEI that provides a collection of internet security information related to incidents and Vulnerabilities. The CERT Knowledgebase houses the public Vulnerability Notes Database as well as the Vulnerability Card Catalog and the Special Communications Database.
  - 2.9 **“CVE”** means Common Vulnerabilities and Exposures (CVE), it is a catalog of known security threats.
  - 2.10 **“SANS”** is an Institute that provides a vulnerability database that supports the CIS Critical Security Controls.

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- 2.11 “Kerberos”** is a computer network authentication protocol that works on the basis of ‘tickets’ to allow nodes communicating over a non-secure network to prove their identity to one another in a secure manner.
- 2.12 “API”** means Application Program Interface (API), it is a set of routines, protocols, and tools for building software applications.
- 2.13 “Common Criteria”** is an international standard (ISO/IEC 15408) for computer security certification.
- 2.14 “Software-as-a-Service”** is a software application delivery model where a software vendor develops a web-native software application and hosts and operates (either independently or through a third-party) the application for use by its customers over the Internet.

**3. GENERAL REQUIREMENTS:**

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

- 3.1.1 Enterprise Vulnerability Management Service (EVMS)**

- 3.1.1.1** Solution must adhere to the following regarding architecture, performance, scalability and licensing functionality requirements:

- 3.1.1.1.1** The solution must meet or exceed all applicable controls of NIST Special Publication 800-53, Rev 4, for a moderate/moderate/moderate categorized information system.

- 3.1.1.1.2** The vendor may be required, at the State’s discretion, and must participate in a vendor assurance program, which can include, but not limited to, providing FedRAMP or Cloud Security Alliance documentation, for security and privacy protection validation.

- 3.1.1.1.3** The vendor must provide strict data protection to all data transmitted, processed, and stored in the service, to

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include, at a minimum, data-in-transit and data-at-rest encryption.

**3.1.1.1.4** The vendor must recognize the State as the data owner for all data transmitted, processed, and stored in the service. As such, the data cannot be shared or utilized in any manner by the vendor without prior written approval.

**3.1.1.1.5** The State will operationally utilize the EVMS application. The EVMS will not be provided as a managed service, the State will hold responsibility for leveraging the application to carry out vulnerability management activities.

**3.1.1.1.6** The license must provide full functionality of the service for up to 35,000 individual hosts. The 35,000 does not apply to inactive IP addresses.

**3.1.1.1.6.1** At the State's discretion, the Vendor must provide additional licenses in 5,000 increments.

**3.1.1.1.7** The license must provide capability to select which hosts are covered, irrespective of network or subnet.

**3.1.1.1.8** The license must support discovery scanning (device enumeration) for an unlimited number of internal network IP addresses.

**3.1.1.1.9** The license must include internal and external scanner device license(s).

**3.1.1.1.10** Minimum supported platforms for scanner hosts must include Windows operating system, Linux operating system, virtual environments such as VMWare, Azure, Hyper-V, etc.

**3.1.1.1.11** Must support internal network scanning in a distributed environment across multiple subnets.

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**3.1.1.1.12** Must support multiple deployment options to include: agent-based, agentless, internal network scans and external network scan capabilities.

**3.1.2** Solution must adhere to the following risk and remediation management requirements:

**3.1.2.1** Must include an advanced risk scoring algorithm.

**3.1.2.1.1** Risk scoring must be based on CVSS scoring, asset exploitability and susceptibility to known malware kits.

**3.1.2.1.2** Risk scoring must integrate organization determined variables, such as asset criticality (critical business assets).

**3.1.2.2** Must provide both quantitative and qualitative metrics.

**3.1.2.3** Must provide remediation information to include engineer level instructions and cross linking to external database for patches, downloads, and references.

**3.1.2.4** Must support identification and management of vulnerability exceptions, to include an approval workflow.

**3.1.3** Solution must adhere to the following management requirements:

**3.1.3.1** Must provide asset management functions.

**3.1.3.2** Must provide asset management functions to include asset grouping, asset import, asset categorization, asset definition, and dynamic and static tagging.

**3.1.3.3** Must provide role-based access control with both pre-defined and custom roles.

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**3.1.3.4** Must provide role-based access approval permissions to be assigned for vulnerability exclusions or exceptions.

**3.1.3.5** Must provide credential management for authenticated scans.

**3.1.3.6** Must provide automatic and manual update options for both the EVMS and for vulnerability and configuration updates.

**3.1.3.7** Must provide workflow automation to include: scan scheduling, scan event and vulnerability alerts, and report generation and distribution.

**3.1.4** Solution must adhere to the following scanning requirements:

**3.1.4.1** Must provide asset discovery/mapping scans and include operating system fingerprint certainty or confidence level.

**3.1.4.2** Must provide both unauthenticated and authenticated scans.

**3.1.4.3** Must provide configuration assessment scans in accordance with NIST Security Content Automation Protocol (SCAP).

**3.1.4.4** Must provide of database configuration scans.

**3.1.4.5** Must import a DAST system scan.

**3.1.4.6** Must identify known exploits and malware kits associated with detected vulnerabilities.

**3.1.4.7** Must include customizable, pre-configured scan templates.

**3.1.4.8** Must include the ability to scan against a specific vulnerability.

**3.1.4.9** Must include ability for scheduled scans, unsafe scan checks and scan blackout capabilities on a per-scan basis.

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- 3.1.4.10** Must provide support for a user-defined vulnerability signature and check creation.
- 3.1.4.11** Must provide a policy editor for custom configuration policy scans.
- 3.1.4.12** Must provide a log or feedback mechanism in the event scan failure.
- 3.1.5** Solution must adhere to the following reporting requirements:
  - 3.1.5.1** Must provide aggregated reporting, leveraging the data from multiple scan engines.
  - 3.1.5.2** Must include pre-configured, customizable report templates to include compliance, risk prioritization and executive reports.
  - 3.1.5.3** Must provide scheduled reports and report distribution within the system and via email.
  - 3.1.5.4** Must provide vulnerability filtering for reports.
  - 3.1.5.5** Must supply reference IDs from vulnerability databases including NVD, CERT, CVE, CVSS, and SANS.
  - 3.1.5.6** Must allow the following report formats: HTML, PDF, CSV, or XML.
- 3.1.6** Solution must adhere to the following integration requirements:
  - 3.1.6.1** Must allow integration with current patch management solutions, System Center Configuration Manager (SCCM) and Windows Server Update Services (WSUS)
  - 3.1.6.2** Must allow multifactor authentication.
  - 3.1.6.3** Must allow bi-directional API. API usage shall not require additional fees.

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- 3.1.6.4** Must allow integration with virtual environments, to include tracking virtual assets that may have a shared IP address and/or MAC address.
- 3.1.7** A Statement of Work (SOW) must be agreed upon by the WVOT and the Vendor after award and prior to the start of any work. At a minimum, the SOW will address how the solution will be initialized and configured for full operation, and support requirements that:
  - 3.1.7.1** Provides a deployment project plan designed to ensure a sound architecture of the system. This includes all on-prem and cloud base components.
  - 3.1.7.2** Provides technical support during the deployment and initial configuration of the system. This includes migration from previous Vulnerability Management Solutions.
  - 3.1.7.3** Provides all documentation pertaining to the service to include installation, operation, maintenance, troubleshooting and support manuals.
- 3.1.8** Vendor must provide at least two (2) training seats for application administration, configuration, & operations training. The training can be a single or multiple courses but must encompass both basic and advanced functionality of the application. The training must be a live training environment but can be web-delivered and each training seat can be scheduled independently. The type of training should be specified in the bid.
- 3.1.9** Support and maintenance must include both phone and online support options.
  - 3.1.9.1** The Vendor must provide EVMS support and maintenance for troubleshooting and errors as part of the licensed service.



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- 3.1.9.2** Support and maintenance must be provided to include escalation, and multilevel support services. Support response time of four (4) hours is required.
- 3.1.9.3** Support and maintenance must be available Monday – Friday, from 8AM – 5PM EST.
- 3.1.10** For any components of this solution that use SaaS or cloud services, the vendor must adhere to the following requirements:
  - 3.1.10.1** The cloud environment (primary and redundant sites) must reside in the continental United States.
  - 3.1.10.2** The vendor must provide a cloud exit plan detailing the functionality, capability, and support to extract all stored data from the service in a non-proprietary format. The cloud lock-in protection cannot include additional fees or charges for data extraction.
  - 3.1.10.3** The vendor must agree to include the method(s) of data destruction and how validation of data destruction will be provided to the State in the cloud exit plan.
- 3.1.11** Required Installation and Configuration support services will consist of a support engagement for conducting initial configuration and implementation support functions. The support engagement can be conducted in-person or remotely, leveraging voice, email and teleconference communication methods.
- 3.1.12** Notice to Proceed will be issued via Change Order upon system acceptance by the State. The license activation date will be effective upon System Acceptance, and documented via Change Order. System Acceptance will be provided after a successful test of the service for no less than 30 days. All subsequent renewal years will run consecutively to system acceptance dates.

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**3.1.13** Vendor should include pricing for Optional Annual Renewal Years 2, 3, and 4. Optional Annual Renewals shall be initiated by the State, agreed to by the Vendor, and formalized via Change Order.

**3.1.14** Vendor must agree to WV Software-as-a-Service Addendum and should return the signature page with their bid, but will be required to do so prior to award.

**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing the unit cost of each line item. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

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**5. ORDERING AND PAYMENT:**

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

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within ten (10) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.
- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items

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shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**7. VENDOR DEFAULT:**

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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

**8. MISCELLANEOUS:**

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Robert Whitley  
**Telephone Number:** 304-781-3410  
**Fax Number:** \_\_\_\_\_  
**Email Address:** rwhitley@gonis.us

## 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:

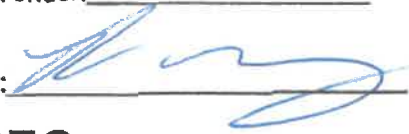
Name of Agency: WV Office of Technology

Signature: 

Title: CFO

Date: 12/16/2024

Name of Vendor: Network Innovation Solutions Corp

Signature: 

Title: CEO

Date: 10-7-2024

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Network Innovation Solutions Corp

Name of Agency: WV Office of Technology

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes ☒  
No ☐
2. If yes to #1, does the restricted information include personal data?  
Yes ☐  
No ☒
3. If yes to #1, does the restricted information include non-public data?  
Yes ☒  
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes ☐  
No ☒

5. Provide name and email address for the Department privacy officer:

Name: Misty Peal

Email address: Misty.Peal@wv.gov

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: Robert Whitley

Email address: rwhitley@goins.us

Phone Number: 304.781.2282





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

State of West Virginia  
Centralized Request for Quote  
Info Technology

|                                                                                      |                            |                         |                                                                                             |
|--------------------------------------------------------------------------------------|----------------------------|-------------------------|---------------------------------------------------------------------------------------------|
| <b>Proc Folder:</b> 1521625                                                          |                            |                         | <b>Reason for Modification:</b><br>Addendum No 1 is issued to publish questions and answers |
| <b>Doc Description:</b> Addendum No 1 Enterprise Vulnerability Management SysOT25051 |                            |                         |                                                                                             |
| <b>Proc Type:</b> Central Master Agreement                                           |                            |                         |                                                                                             |
| <b>Date Issued</b>                                                                   | <b>Solicitation Closes</b> | <b>Solicitation No</b>  | <b>Version</b>                                                                              |
| 2024-10-04                                                                           | 2024-10-08 13:30           | CRFQ 0231 OOT2500000013 | 2                                                                                           |

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** Network Innovation Solutions Corp  
**Address :** 1060 Cedar Crest Dr  
**Street :**  
**City :** Huntington  
**State :** WV **Country :** US **Zip :** 25705  
**Principal Contact :** Robert Whitley  
**Vendor Contact Phone:** 304-781-3410 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

Vendor  
Signature X

**FEIN#** 47-1734617

**DATE** 10-7-2024

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

Addendum No 1 is issued for the following reasons:

1) To publish a copy of vendor questions with the Agency's responses.

--no other changes--

**INVOICE TO**DEPARTMENT OF  
ADMINISTRATION  
OFFICE OF TECHNOLOGY  
1900 KANAWHA BLVD E,  
BLDG 5 10TH FLOOR  
CHARLESTON  
US

WV

**SHIP TO**WV OFFICE OF  
TECHNOLOGY  
BLDG 5, 10TH FLOOR  
1900 KANAWHA BLVD E  
CHARLESTON  
US

WV

| Line | Comm Ln Desc                                                 | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------------------------------|---------|------------|------------|-------------|
| 1    | 3.1.1 - Enterprise Vulnerability Management Service - Year 1 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

Contract Item #1: Enterprise Vulnerability Management Service (EVMS), 35,000 licenses, with required hardware, training and support

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WV

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TECHNOLOGY  
BLDG 5, 10TH FLOOR  
1900 KANAWHA BLVD E  
CHARLESTON  
US

WV

| Line | Comm Ln Desc                                                 | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------------------------------|---------|------------|------------|-------------|
| 2    | 3.1.1 - Enterprise Vulnerability Management Service - Year 2 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

Contract Item #1: Enterprise Vulnerability Management Service (EVMS), 35,000 licenses, with required hardware, training and support

| INVOICE TO                                                                                                                  |  | SHIP TO                                                                                        |  |
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| DEPARTMENT OF<br>ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E,<br>BLDG 5 10TH FLOOR<br>CHARLESTON WV<br>US |  | WV OFFICE OF<br>TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV<br>US |  |

| Line | Comm Ln Desc                                                 | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------------------------------|---------|------------|------------|-------------|
| 3    | 3.1.1 - Enterprise Vulnerability Management Service - Year 3 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

Contract Item #1: Enterprise Vulnerability Management Service (EVMS), 35,000 licenses, with required hardware, training and support

| INVOICE TO                                                                                                                  |  | SHIP TO                                                                                        |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------|--|
| DEPARTMENT OF<br>ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E,<br>BLDG 5 10TH FLOOR<br>CHARLESTON WV<br>US |  | WV OFFICE OF<br>TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV<br>US |  |

| Line | Comm Ln Desc                                                 | Qty     | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------------------------------|---------|------------|------------|-------------|
| 4    | 3.1.1 - Enterprise Vulnerability Management Service - Year 4 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

Contract Item #1: Enterprise Vulnerability Management Service (EVMS), 35,000 licenses, with required hardware, training and support

| INVOICE TO                                                                                                                  |  |  | SHIP TO                                                                                        |  |  |
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| DEPARTMENT OF<br>ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E,<br>BLDG 5 10TH FLOOR<br>CHARLESTON WV<br>US |  |  | WV OFFICE OF<br>TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV<br>US |  |  |

| Line | Comm Ln Desc                                                  | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------------------------------|---------|------------|------------|-------------|
| 5    | 3.1.1.1.6.1 - Additional 5,000 License<br>Increments - Year 1 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

3.1.1.1.6.1At the State's discretion, the Vendor must provide additional licenses in 5,000 increments.

| INVOICE TO                                                                                                                  |  |  | SHIP TO                                                                                        |  |  |
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| DEPARTMENT OF<br>ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E,<br>BLDG 5 10TH FLOOR<br>CHARLESTON WV<br>US |  |  | WV OFFICE OF<br>TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV<br>US |  |  |

| Line | Comm Ln Desc                                                  | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------------------------------|---------|------------|------------|-------------|
| 6    | 3.1.1.1.6.1 - Additional 5,000 License<br>Increments - Year 2 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

3.1.1.1.6.1At the State's discretion, the Vendor must provide additional licenses in 5,000 increments.

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| DEPARTMENT OF<br>ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E,<br>BLDG 5 10TH FLOOR<br>CHARLESTON WV<br>US |  |  | WV OFFICE OF<br>TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br><br>CHARLESTON WV<br>US |  |

| Line | Comm Ln Desc                                                  | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------------------------------|---------|------------|------------|-------------|
| 7    | 3.1.1.1.6.1 - Additional 5,000 License<br>Increments - Year 3 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

3.1.1.1.6.1At the State's discretion, the Vendor must provide additional licenses in 5,000 increments.

| INVOICE TO                                                                                                                  |  |  | SHIP TO                                                                                            |  |
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| DEPARTMENT OF<br>ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E,<br>BLDG 5 10TH FLOOR<br>CHARLESTON WV<br>US |  |  | WV OFFICE OF<br>TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br><br>CHARLESTON WV<br>US |  |

| Line | Comm Ln Desc                                                  | Qty     | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------------------------------|---------|------------|------------|-------------|
| 8    | 3.1.1.1.6.1 - Additional 5,000 License<br>Increments - Year 4 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43222503  |              |               |         |

**Extended Description:**

3.1.1.1.6.1At the State's discretion, the Vendor must provide additional licenses in 5,000 increments.

**SCHEDULE OF EVENTS**

| Line | Event                          | Event Date |
|------|--------------------------------|------------|
| 1    | Questions are due by 3:00 p.m. | 2024-10-01 |

**SOLICITATION NUMBER: CRFQ OOT2500000013**

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.

--no other changes--

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**CRFQ OOT2500000013**

**Vendor Questions**

**Q.1** How many physical locations will require IP scanning?

- a. Of these locations, how many locations have Servers that can host a Virtual Machine for the scanning?
- b. How many will require a physical appliance to be added because they have no virtual machine host that can be utilized?

**A.1** Only one in the W.V. Office of Technologies managed data center.

**Q.2** As this request is for a vulnerability management system, not just a vulnerability scanner, is the intention that patches and updates be applied as required by this system, or is the intention to continue to use the limited functionality of the Windows Update Server?

**A.2** The vulnerability management solution must include a scanner to detect vulnerabilities for devices on our network for vulnerabilities. If it includes an option to push updates to devices that is acceptable but not a mandatory requirement.

**Q.3** How many web applications will need scanning for vulnerabilities?

**A.3** This solicitation is for device scanning and not specific applications. This is outlined in 3.1.3.10. Web and application scanning is not a requirement.

**Q.4** How many web-accessible firewalls will need external scanning?

**A.4** Not sure what is meant by this question. The only thing that will be externally scanned is public facing IPs. The solution would need to scan various types of devices.

**Q.5** As this is an enterprise vulnerability management system, is there a desire to include the Microsoft 365 environment?

**If there is:**

- a. Should it be scanned for configuration issues?



## **CRFQ OOT2500000013**

### **Vendor Questions**

- b. Should it be monitored for permission issues?
  - i. Would remediation of permission issues be desirable?
  - ii. Would data governance be desirable?
- c. If the Microsoft 365 environment is to be included, how many accounts are in the environment?

**A.5** It's not listed as a requirement but if the solution has the option, it should be mentioned as a feature in the submission.

**Q.6** As this is an enterprise vulnerability management system, is there a desire to include the Google Business environment?

If there is:

- a. Should it be scanned for configuration issues?
- b. Should it be monitored for permission issues?
- c. If the Google Business environment is to be included, how many accounts are in the environment?

**A.6** See A.5.

**Q.7** Are their systems hosted in the public cloud (AWS, Azure, Google Cloud)?

- a. If so, how many systems?

**A.7** The WVOT is not looking at cloud vulnerability scanning currently. This is for on-prem. It's not listed as a requirement but if the solution has the option, it should be mentioned as a feature in the submission

**Q.8** In section 3.1.4.9. What is meant by "unsafe scan checks"?

**A.8** A vulnerability scan that can crash a system or leave it in an indeterminate state, even if it appears to be working

**CRFQ OOT2500000013**

**Vendor Questions**

**normally. An example would be performing simultaneous SSH or default credential checks that overload the system.**

**Q.9 In section 3.1.4.12. Is this the "event scan failure" referring to a vulnerability being detected or an inability to perform the scan for some reason?**

**A.9 Inability to perform a scan or anytime a vulnerability scan failed to run.**

**Q.10 Will WVOT staff perform the API integration, or is it expected to be within the scope of this bid?**

**A.10 WVOT will perform the API integration. Vendor may need to provide support during the integration as outlined in 3.1.9.2.**

**Q.11 What is the current platform that needs to be integrated with, if anything other than Microsoft SCCM and WSUS ?**

- **Reference (3.1.6.1) "Must allow integration with current patch management solutions"**

**A.11 Those are the only required. If the solution has more options, it should be mentioned as a feature in the submission.**

**Q.12 What tools are being used today to scan for vulnerabilities?**

**A.12 Not a relevant question for the procurement.**

**Q.13 Is there a specific budget allocated for this?**

**A.13 The WVOT does not share budgetary information.**

**Q.14 What are the hardware requirements?**

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**Vendor Questions**

**A.15** As a solution, the Vendor is responsible for supplying the required hardware needed for its solution.

**Q.16** 35,000 licenses is mentioned - does that mean 35k developers?

**A.16** Needs to be licensed for 35,000 unique assets or devices. 3.1.3.6 "The license must provide full functionality of the service for up to 35,000 individual hosts. The 35,000 does not apply to inactive IP addresses."

**Q.17** What are the primary code languages you're looking to scan?

**A.17** This is not for application scanning. The primary use will be to scan on prem devices mentioned in 3.1.3.10

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ OOT25\*013**

**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:**

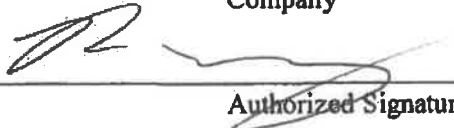
(Check the box next to each addendum received)

- |                                                    |                                          |
|----------------------------------------------------|------------------------------------------|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input 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.

Network Innovation Solutions Corp

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

10-07-2024

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012