



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

State of West Virginia
Contract

Order Date: 06-25-2025

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

Order Number:	CCT 0506 2859 CTP2500000002 1	Procurement Folder:	1565904
Document Name:	EMERGENCY CREDENTIALING SYSTEM	Reason for Modification:	
Document Description:	EMERGENCY CREDENTIALING SYSTEM		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2025-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000161584 COLLABORATIVE FUSION INC 211 Perimeter Center Parkway NE Atlanta GA 30346 US Vendor Contact Phone: 3366895060 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Courtney M Buskirk Requestor Phone: 304-352-4853 Requestor Email: courtney.m.buskirk@wv.gov 2026 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV 25301 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - THREAT PREPAREDNESS 505 CAPITOL ST, STE 200 CHARLESTON WV 25301 US

CR 8-19-25

Total Order Amount: \$176,040.00

Purchasing Division's File Copy

CA 6/30/25

PURCHASING DIVISION AUTHORIZATION DATE: <i>Mark [Signature]</i> 8/19/2025 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Cody [Signature]</i> 8-20-25 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

THE VENDOR, COLLABORATIVE FUSION INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH (WVDH), BUREAU FOR PUBLIC HEALTH (BPH), CENTER FOR THREAT PREPAREDNESS (CTP), INTO A CONTRACT FOR ON-GOING SERVICE OF A WEB-BASED, ELECTRONIC SYSTEM FOR THE ADVANCE REGISTRATION, CREDENTIALING, DEPLOYMENT, AND MISSION MANAGEMENT OF PUBLIC HEALTH AND MEDICAL VOLUNTEER EMERGENCY INCIDENT RESPONDERS PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 05/14/2025, AND THE VENDOR'S BID DATED 05/19/2025, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	42171909	0.00000		0.000000	\$5,000.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 1 - Per Section 4.12.1.1

Extended Description:

Year 1 - Deliverable 1 - Per Section 4.12.1.1

By the end of Day two (2) of the contract start date, Vendor will meet with CTP to develop basic concepts of credential system, implementation strategy and training plan. This portion of the deliverable can be accomplished by a telephone conference call or "web ex" type presentation.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	42171909	0.00000		0.000000	\$0.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 2 - Per Section 4.12.1.2

Extended Description:

Year 1 - Deliverable 2 - Per Section 4.12.1.2

By the end of Week one (1) of the contract start date, Vendor will meet with Notification System Workgroup (State developed) to finalize implementation strategy and training plan. This meeting must be conducted in Charleston, WV with State staff. The implementation strategy must include comprehensive technical documentation necessary that defines the implementation of the system in a new hosting setting.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	42171909	0.00000		0.000000	\$0.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 3 - Per Section 4.12.1.3

Extended Description:

Year 1 - Deliverable 3 - Per Section 4.12.1.3

By the end of Week two (2) of the contract start date, Vendor will develop/implement State and Local Health components of Notification System. This will include the integration of the system to applicable web-based databases and IT systems (e.g. state and federal professional licensure agencies, WV Department of Motor Vehicles, National ESAR-VHP), using vendor supplied integration tools. Also included is the completion of the transfer (or re-build) of currently housed group and individual registrant data from the incumbent Vendor's system to the new Vendor's system.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	42171909	0.00000		0.000000	\$0.00
Service From	Service To	Manufacturer		Model No	
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 4 - Per Section 4.12.1.4

Extended Description:

Year 1 - Deliverable 4 - Per Section 4.12.1.4

By the end of Week three (3) of the contract start date, Vendor will complete "dry run" performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. The system will be initialized and placed in-service. A vendor presence will be required in Charleston WV during the performance test and initiation of the system.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	42171909	0.00000		0.000000	\$0.00
Service From	Service To	Manufacturer		Model No	
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 5 - Per Section 4.12.1.5

Extended Description:

Year 1 - Deliverable 5 - Per Section 4.12.1.5

By the end of Week three (3) of the contract start date, Vendor will develop and conduct four (4) initial onsite, in-person user training as outlined in Section 4.11.4. A reproducible copy of all training material must be provided to CTP.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
6	42171909	0.00000		0.000000	\$895.00
Service From	Service To	Manufacturer		Model No	
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 6 - Per Section 4.12.1.6

Extended Description:

Year 1 - Deliverable 6 - Per Section 4.12.1.6

By the end of the thirty (30) calendar days of the contract start date, Vendor will develop and conduct one web-based initial user training (off-site delivery is acceptable), at least one hour in length, as outlined in Section 4.11.5. A recorded copy of the webinars must be provided to CTP.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
7	42171909	0.00000		0.000000	\$895.00
Service From	Service To	Manufacturer		Model No	
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 7 - Per Section 4.12.1.7

Extended Description:

Year 1 - Deliverable 7 - Per Section 4.12.1.7

By the end of the one-hundred eighty (180) calendar days of the contract start date, Vendor must provide one training on new system updates/changes, via web-based delivery or reproducible DVD.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	42171909	0.00000		0.000000	\$60,000.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 8 - Per Section 4.12.1.8

Extended Description:

Year 1 - Deliverable 8 - Per Section 4.12.1.8

From sixty (60) calendar days of the contract start date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity to ensure constant availability of system. The vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

. Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first 4 weeks are development costs and not included in this amount.

The vendor will invoice, and the Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
9	42171909	0.00000		0.000000	\$29,250.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 9- Per Section 4.12.1.9

Extended Description:

Year 1 - Deliverable 9- Per Section 4.12.1.9

From sixty (60) calendar days of the contract start date through the end of the contract, technical assistance will be performed as needed upon contact by State or Local staff. Maximum of thirty (30) hours of technical assistance for the first month and a maximum of fifteen (15) hours of technical assistance per month thereafter.

. Please provide a monthly and total yearly (11 month) cost for this deliverable after the initiation date up to the end of the contract period. The first 30 calendar days (month) are development costs and not included in this amount.

The vendor will invoice, and the Agency will pay the monthly cost of this Deliverable in arrears upon acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
10	42171909	0.00000		0.000000	\$20,000.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 1 - Deliverable 10 - Per Section 4.12.1.10

Extended Description:

Year 1 - Deliverable 10 - Per Section 4.12.1.10

By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, one WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
16	42171909	0.00000		0.000000	\$20,000.00
Service From	Service To	Manufacturer	Model No		
2025-07-01	2026-06-30				

Commodity Line Description: Year 2 - Deliverable 6 - Per Section 4.12.2.6

Extended Description:

Year 2 - Deliverable 6 - Per Section 4.12.2.6

By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements

Vendor will invoice and Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
22	42171909	0.00000		0.000000	\$20,000.00
Service From	Service To	Manufacturer		Model No	
2025-07-01	2026-06-30				

Commodity Line Description: Year 3 - Deliverable 6 - Per Section 4.12.3.6

Extended Description:

Year 3 - Deliverable 6 - Per Section 4.12.3.6

By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, One WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
28	42171909	0.00000		0.000000	\$20,000.00
Service From	Service To	Manufacturer		Model No	
2025-07-01	2026-06-30				

Commodity Line Description: Year 4 - Deliverable 6 - Per Section 4.12.4.6

Extended Description:

Year 4 - Deliverable 6 - Per Section 4.12.4.6

By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

The vendor will invoice, and the Agency will pay the total cost for this Deliverable in arrears upon completion and acceptance by Agency.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of 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.

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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: \$1,000,000.00 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: \$2,000,000.00 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.

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.

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) Ann Marie Brown, Director, Client Success Public Health & Healthcare

(Address) 211 Perimeter Center Parkway NE, Suite 700, Atlanta, GA 30346

(Phone Number) / (Fax Number) 336-689-5060

(email address) annmarie.brown@juvare.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

Juvaré

Signed by:
(Company)
Rajib Roy

(Signature of Authorized Representative)
Rajib Roy

President and CEO

May 19, 2025 | 12:05:23 EDT

(Printed Name and Title of Authorized Representative) (Date)
866-200-0165

(Phone Number) (Fax Number)
legal@juvare.com

(Email Address)

Emergency Credentialing System

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health (WVDH), Bureau for Public Health (BPH), Center for Threat Preparedness (CTP) to establish a contract for on-going service of a web-based, electronic system for the advance registration, credentialing, deployment, and mission management of public health and medical volunteer emergency incident responders. This emergency credentialing and volunteer management system will be accessed and operated by various DH Offices and each of the fifty-five (55) local health departments (LHD) in the State during emergency incidents and exercises. The system must be capable of meeting all federal technical and programmatic requirements of the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) Program, linking the West Virginia (WV) System with that of each State in the United States (US). The successful bidder's system must have sufficient capacity to provide service 24 hours-a-day, 7 days-a-week, 365 days-a-year, including holidays, (24/7/365) management of the service with minimal interruption.

Background:

One of the critical capacity requirements of the US Department of Health and Human Services (DHHS) (as outlined in federal legislation – Pandemic and All Hazards Preparedness Reauthorization Act, PAHPRA) is for each State to provide a method to register and credential public health and medical responders in support of disaster response at the national, state, and local level. The type of emergency will determine the type of responder needed, both professionally licensed and non-professional responders. Because hundreds of personnel could potentially be needed or involved in any incident, automation technology must be used to: pre-register and credential responders, select who will be notified (mustered), deploy personnel, and support the mission. This will ensure that the appropriate personnel are prepared to optimally respond in a timely and efficient manner. WV has been using an emergency credentialing and volunteer management system for over ten (10) years.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1 - “Federal Funds Addendum.”

NOTE: The WVDH has developed an EEOP Utilization Report, and it is available at: <http://www.wvdhhr.org/PDFS/H1.5%20UTILIZATION%20REPORT%20AND%20EEO%20POLICY.PDF>

- 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 Services” means a web-based, electronic system for the advance registration, credentialing, deployment, and mission management of public health and

Emergency Credentialing System

medical volunteer emergency incident responders throughout the State as more fully described by these specifications.

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

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

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

3.1. The successful Vendor must have three (3) years minimum experience as an incident management software business as evidenced by website information, business license, and/or other proof. Documentation demonstrating the Vendor meets this experience should be submitted with bid but must be provided prior to award.

3.2. The vendor must have three (3) years minimum experience in developing and supporting an ESAR-VHP compliant emergency credentialing and volunteer management software of similar scope as evidenced by website information, business license, verifiable references and/or other proof. Documentation demonstrating the Vendor meets this experience should be submitted with bid but must be provided prior to award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 The system must support the registration of volunteer health and medical professionals (as well as non-professional administrative and support personnel).

4.1.2 The system must verify license information provided by health professionals through integrated links with various licensure agencies. System must complete the verification automatically and report findings to the system administrator.

Emergency Credentialing System

- 4.1.3** The system must allow the assignment of emergency credentialing levels (per federal ESAR-VHP guidelines).
- 4.1.4** The Vendor's system must fulfill all federal ESAR-VHP technical guidelines and compliance requirements at the present time, i.e. it must be currently fully functional, presently able to be utilized in an emergency, commercially available at this time, and compliant with all requirements of the ESAR-VHP technical guidelines.
- 4.1.5** The Vendor will keep abreast of, and adapt their system to federal, state and local regulatory changes within any required effective dates, such as the capacity to add Emergency Credential Levels (ECL)'s of additional medical professionals. These changes must be included in yearly maintenance as part of the system upgrades at no additional cost.
- 4.1.6** The system must be able to alert; muster; deploy; and mission manage individuals or groups.
- 4.1.7** The system must be available via the internet and must provide secure access for volunteers and system administrators to utilize the system from any computer with internet access.
- 4.1.8** The system must be comprised of two distinct operating platforms:
 - 4.1.8.1** Training Environment
 - 4.1.8.2** Actual Production Environment

4.2 System Tools/Features

- 4.2.1** The system must collect volunteer credential elements, as defined by the ESAR-VHP program, including but not limited to:
 - 4.2.1.1.1** Adverse actions.
 - 4.2.1.1.2** Restrictions.
 - 4.2.1.1.3** Expiration dates.
- 4.2.2** The system must allow for configuration, including the addition of custom registrant questions, with allowance of text/drop-down/radio

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button/checkbox controls (selections that a user can choose from) to be configured to work with the above data elements.

- 4.2.3** The system must identify and select volunteers based on employer and group affiliations (e.g., all physicians who are Medical Reserve Corp members, Health Department employees, or specific medical center employees, ECL).
- 4.2.4** The system must search for and select volunteers by searching on multiple criteria, utilizing data elements collected from volunteers (e.g., administrators should be able to search for registered nurses in Kanawha County who have Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced Life Support (PALS), and fluency in spoken Spanish).
- 4.2.5** The system must provide for the immediate verification of volunteer information at all emergency staging check-in areas (e.g., ID, current credentials).
- 4.2.6** The system must have the ability to invite volunteers (individually and/or as a group) to register via a solicitation email with a website link.
- 4.2.7** Volunteers must be able to accept or reject missions online.
- 4.2.8** The system must allow volunteers to indicate deployment preferences, geographic limits and time commitments.
- 4.2.9** The system must have the capability to electronically request (via electronic data sharing link) identification cards to be printed through the WV Department of Motor Vehicles (DMV) for use by the state at disaster sites.
 - 4.2.9.1** Cost of this integration must be assumed by the successful Vendor
- 4.2.10** The system must provide web access and perform all system functions from any electronic platform with proper authentication. This includes but is not limited to the following: desktop computers, laptop computers, and iPad and Android devices.

Emergency Credentialing System

4.2.11 The system must have the ability to assign emergency credentialing levels (maximum of four, Levels 1, 2, 3, and 4) for the following occupations listed below and the ability to add occupations as desired:

- 4.2.11.1** Physicians (Allopathic and Osteopathic)
- 4.2.11.2** Registered Nurses
- 4.2.11.3** Advanced Practice Registered Nurses (APRNs) including Nurse Practitioners, Certified Nurse Anesthetists, Certified Nurse Midwives, and Clinical Nurse Specialists
- 4.2.11.4** Pharmacists
- 4.2.11.5** Psychologists
- 4.2.11.6** Clinical Social Workers
- 4.2.11.7** Mental Health Counselors
- 4.2.11.8** Radiologic Technologists and Technicians
- 4.2.11.9** Respiratory Therapists
- 4.2.11.10** Medical and Clinical Laboratory Technologists
- 4.2.11.11** Medical and Clinical Laboratory Technicians
- 4.2.11.12** Licensed Practical Nurses and Licensed Vocational Nurses
- 4.2.11.13** Dentists
- 4.2.11.14** Marriage and Family Therapists
- 4.2.11.15** Physician Assistants
- 4.2.11.16** Veterinarians
- 4.2.11.17** Cardiovascular Technologists and Technicians
- 4.2.11.18** Diagnostic Medical Sonographers
- 4.2.11.19** Emergency Medical Technicians and Paramedics
- 4.2.11.20** Medical Records and Health Information Technicians

4.2.12 The system must provide for the registration process to be specific for each occupation type. That is, physicians should see registration questions regarding specialty, subspecialty, admitting status, Drug Enforcement Agency (DEA) number, etc., but Marriage and Family Therapists should not see the same questions.

4.2.13 The system must user configurable. Data fields and types may be added or removed and permit the setting of a field as “required” as needed. For example, relevant registration should include personal information, emergency contact information, current professional and employment information, national credentialing and certification information, specialty and sub-specialty information, active hospital privileges and current practice information, DEA registration for physicians, and inspector general status. If a state or federal inspector general has placed some action against the applicant’s professional license, the system’s registration process for a volunteer should provide a

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method for that information, which is supplied by the applicant, to be captured, along with the other items listed.

- 4.2.14** The system must provide a means of collecting a variety of configurable information beyond the basic registration information, such as would be necessary to support resource typing and selecting appropriate professionals for a given mission. Such information should include but not be limited to: the volunteer's level of proficiency in other languages, including American Sign Language; medical and non-medical skills of the health professional that may be beneficial to a disaster response, e.g., search and rescue; medical history information as vaccinations, immunizations, and relevant disease testing; and special needs or disabilities.
- 4.2.15** The system must be able to add web-based links to features such as Frequently Asked Questions (FAQs) and program materials as needed and/or anything applicable to the mission.
- 4.2.16** The system must be able to register actively practicing health professionals, retired health professionals, and non-medical volunteers.
- 4.2.17** The system must provide a consent mechanism for registering health professionals to indicate that they are giving permission for their professional credentials to be verified by the appropriate agency.
- 4.2.18** The system must provide for electronic verification of a health professional's license status by using interfaces or data transfer mechanisms to external databases as listed in 4.2.19.
 - 4.2.18.1** Electronic verification must be performed when:
 - 4.2.18.1.1** Registrant initially submits an application for acceptance.
 - 4.2.18.1.2** The state or local controlling authority deems necessary.
 - 4.2.18.1.3** The receiving entity deems necessary.
 - 4.2.18.1.4** Weekly as an automatic feature of the credentialing system.
 - 4.2.18.2** If variations to full/unrestricted licenses are discovered, this information must be "flagged" by the system immediately.
- 4.2.19** In order to meet the requirement listed in 4.2.18, the successful Vendor must provide, at no cost to the State of WV, integration links with the following list of professional databases. All costs associated with the links and/or technical linking resources between the system and the databases, including

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any associated expense incurred by the WV Office of Technology or other third-party IT entity, must be assumed by the Vendor. Links to the following databases will be provided by the Agency to the successful vendor after award.

- 4.2.19.1** Drug Enforcement Agency (DEA) – Federal
- 4.2.19.2** Office of the Inspector General – Federal
- 4.2.19.3** Board of Social Work Examiners – West Virginia
- 4.2.19.4** Office of Emergency Medical Services – West Virginia
- 4.2.19.5** Board of License Practical Nurses – West Virginia
- 4.2.19.6** Board of Registered Professional Nurses – RN's and Nurse Practitioners – West Virginia
- 4.2.19.7** Board of Medicine – Physicians and Physician Assistants – West Virginia
- 4.2.19.8** Board of Pharmacy – West Virginia
- 4.2.19.9** Board of Clinical Labs – Technicians and Technologists – West Virginia
- 4.2.19.10** Board of Psychologists – West Virginia
- 4.2.19.11** Board of Radiology – Radiology Technicians and Technologists – West Virginia.

- 4.2.20** The system must allow manual updating of volunteer's credential information.
- 4.2.21** The system must be able to generate and export an electronic data file in a secure format.
- 4.2.22** The system must allow the successful registrant to select affiliation with the applicable health and medical volunteer response team in their WV County of employment or their WV County of residence.
- 4.2.23** The system must have the capability to provide volunteer information to other entities (e.g., other states or the federal government) under the control and authorization of the system administrator and only in accordance with preferences indicated by the volunteer registrant.
- 4.2.24** The system must be able to perform the following mission management element of tracking volunteer activity and movement via data entry and time stamp.
- 4.2.25** The system must create report data and query results must be easily exportable to Comma-separated values (CSV) and Portable Document Format (PDF).

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- 4.2.26** The system must generate ad hoc and standard queries and reports, including but not limited to volunteers registered by city, county, region, license type, and by credential level/status.
- 4.2.27** The system must allow volunteers to print travel orders, deployment information, and other personal information stored in the system

4.3 User Interface, Ease of Use

- 4.3.1** The system must clearly show user data entry errors on a per-page basis.
- 4.3.2** Each volunteer must be able to self-register, enter their own user ID, password and other profile information, and update or change their information 24/7/365 once their registration is approved.
- 4.3.3** The system must be user customizable (logo's screen colors, etc.) to meet the needs of the State.
- 4.3.4** The system must provide a method to reset user passwords without system administrator intervention.

4.4 Administration

- 4.4.1** The system must allow for the assignment of administrators to individual organizations.
 - 4.4.1.1** The system should restrict organization administrators to their assigned organization, without restricting state system administrators control over all organizations.
- 4.4.2** The system must have the ability to provide a summary of users contacted via the alerting/messaging system and must allow for the dissemination of deployment orders to those volunteers contacted and affirming a willingness to deploy for a given mission/emergency.
- 4.4.3** The system must allow the creation, use, and administration of groups within the overall system. For example, volunteers may be grouped by city, county, region, hospital, license type, Medical Reserve Corp (MRC), or other factors.

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- 4.4.4** The system must have the capacity for delegated administration to other users for their own jurisdictional purposes.
- 4.4.5** The system must allow access to and verification of a volunteer's credential information in an emergency situation.
- 4.4.6** The system must allow multiple levels of access for administrators and staff based on role, allowing a user to access all components of the system allowed under the user's security designation.
- 4.4.7** The system must support the administrative tracking of deployed volunteers, including specific mission, deployment status, and service hours.
- 4.4.8** The system must allow Administrators to enable and configure proactive email reminders that are automatically sent to users who have not modified or completed their profile information within a designated period of time. This time period will be project or incident dependent and will be determined by the administrators.
- 4.4.9** The system must have a publicly accessible landing/log in/registration page branded to recognize WV DH and the WV ESAR-VHP system.

4.5 Capacity and Performance

- 4.5.1** The proposed software/hardware combination must be accessible 7 days per week, 24 hours per day, and 365 days per year with the exception of scheduled maintenance.
- 4.5.2** The Vendor must support minimum browser requirements for Internet Explorer 9 or Equal, Firefox 3.5 or Equal, Chrome 16.0 or Equal, and/or Safari 5.0 or Equal.
- 4.5.3** The Vendor must provide a minimum of 5+ megabits per second (mbps) guaranteed internet bandwidth.
- 4.5.4** The system must be capable of real-time priority messaging, tracking and confirmation providing automated external notifications and tracking of results

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of these notifications using at least the following: phones (e.g., text-to-speech Interactive Voice Response (IVR) system), fax, email, and Short Message Service (SMS). Minimum capacity must support a minimum of 3,000 outbound phone messages and 50,000 e-mails/Short Message Service (SMS) messages delivered per hour.

- 4.5.5** The system must support the previewing or testing of outbound messages prior to actually sending those messages.
- 4.5.6** The notification engine must allow for two-way communication between the State and the volunteer.
- 4.5.7** The system must be able to register a minimum of 200 volunteers simultaneously.
- 4.5.8** The system administrator must be able to purge (delete) users from the system.
- 4.5.9** The Vendor must implement and host the West Virginia ESAR-VHP system in such a way as to guarantee that, in the event of a multi-state disaster or emergency, the West Virginia system suffers no degradation in performance (including, but not limited to, system capacity, bandwidth, notification service, support, or any other program component) due to contractor obligations to non-West Virginia clients, products, or services.
- 4.5.10** The system must be expandable to meet the future needs of the State, .i.e. the integration of new/additional licensure databases.
- 4.5.11** The system must have the ability to allow other organizations' websites to link to the state's ESAR-VHP system so as to facilitate collaborative volunteer solicitation and registration. All costs related to these links will be covered by the "entity" requesting to be linked.
- 4.5.12** The system must allow for the electronic completion, storage, and encryption of personal health information forms. The service selected must meet the following criteria:
 - 4.5.12.1** Must comply with all applicable Public Health Information Network (PHIN) certification requirements as articulated in the

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CDD Partner Communication and Alerting (PCA) Guide. The PCA Guide can be found at:

<http://cdc.gov/phn/resources/guides.html>

- 4.5.13** The system must have ability to rapidly provide temporary capacity and maintain performance rate during a large-scale emergency.

4.6 Backup and Recovery

- 4.6.1** The Vendor must perform a daily backup of the data and systems either disk-based or tape media
 - 4.6.1.1** Vendor must maintain 60 days of data backups
 - 4.6.1.2** One (1) weekly copy of the data and systems backups must be maintained off site.
 - 4.6.1.3** Daily backup reports of all successful/failed systems backups/archives must be provided to the Agency upon request
- 4.6.2** 30 days upon award, vendor must provide information on how the system will be recovered in the event of a system failure. This information should include Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).
- 4.6.3** The RTO and RPO should be less than 12 hours and 4 hours respectively.
- 4.6.4** An alternative disaster recovery off-site function for all server components and replicated data must be provided. The off-site redundant system must be housed at a separate geographical location (> 100 miles) of the physical location of the primary servers and related equipment in case of a catastrophic event.

4.7 Security and Audit

- 4.7.1** The system must allow for the State of West Virginia to customize Terms of Service, Privacy Information, and other information for registering volunteers.

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- 4.7.2** The Vendor must provide and maintain a security plan that must include, but is not limited to:
 - 4.7.2.1** Integrated firewalls with active packet scrubbing.
 - 4.7.2.2** Private database network.
 - 4.7.2.3** Private backup network.
 - 4.7.2.4** Intrusion detection systems (including adequate anti-virus/anti-spyware/anti-malware).
 - 4.7.2.5** Protection against automatic password generation systems.
- 4.7.3** The system must maintain an audit trail of all database transactions (add, change, delete) identifying the individual performing the transaction, the date and the time, and the original data in instances where changes are made and provide access to that data by the Agency.
- 4.7.4** The Vendor must report any security breach incidents (regardless of severity or loss of actual data) to the Agency within four (4) hours of discovery.
- 4.7.5** The Vendor must ensure confidentiality of Agency data and have policies and procedures, and processes in place to ensure confidentiality of data. Vendor must make these documents available to the Agency upon request.
- 4.7.6** Through the Service Level Agreement (SLA), the Vendor must identify measures it takes to assure the confidentiality of Personally Identifiable Information (PII) within thirty (30) calendar days of Contract start date. PII includes the following: Individually identifiable information from or about an individual customer including, (a) a first and last name or first initial and last name; (b) a home or other physical address, which includes at least street name and name of city or town; (c) an email address; (d) a telephone

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number; (e) a Social Security number; (f) date of birth; (g) a driver's license number; (h) photo, or (i) any other information from or about an individual customer that is combined with (a) through (i) above.

4.7.7 The system must allow volunteers to accept or decline terms and conditions that have been customized for the State of West Virginia.

4.7.8 The system must preserve interrupted registration processes but must prevent saving personal information on a local computer beyond the current session

4.8 Vendor Hosting and Services

4.8.1 The software system must be a turnkey application service provider (ASP) system requiring no additional or external databases, software, hardware, or equipment. The system must be fully implemented and operational within 21 calendar days of award.

4.8.2 The facility where the system is hosted must be a Tier III equivalent facility with N+ 1 capability for all heating, ventilation, and air conditioning HVAC, electrical, uninterruptible power supply UPS and generator facilities. Facility must have dual instances for power and network /Internet connectivity.

4.8.3 All server system components hosting the system must be redundant / clustered with redundant Storage Area Network (SAN) connectivity and data replication. An off-site redundancy for the server components and replicated data must be provided.

4.8.4 The Vendor must maintain and support the system through an off-site hosting service. Upon Award, the Vendor must provide the Agency with a comprehensive service-level agreement SLA that fully describes the level of performance and down time associated with the hosting service.

4.8.5 The Vendor must provide 99.99% service availability of the hosted system measured in five (5) minute intervals 24/7/365, subject to credits or refunds for service availability of less than the guaranteed

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99.99%. In the event that the WV DH is unable to achieve the 99.99% system availability for a given month, Vendor will face potential loss of contract with WVDH.

4.8.6 NOTICE: Due to the emergency use of this system, routine maintenance, system upgrades or repairs for system degradation or failure must be managed as quickly as possible.

4.8.6.1 Routine maintenance and system upgrades must be done outside the hours of 6:00 am through 6:00 pm EST Monday through Friday (unless system maintenance can be completed in a phased approach without loss of system integrity).

4.8.6.2 Department of Health and Human Resources/Bureau for Public Health/Center for Threat Preparedness DH/BPH/CTP must be notified within seven (7) calendar days prior to the routine maintenance and system upgrades to pre-identified contact.

4.8.6.3 Emergency interventions must be initiated by phone to a pre-identified contact immediately (within one hour) upon discovery of a problem. and every effort must be made to complete repairs or provide appropriate temporary system-wide solutions until permanent repairs can be completed, as quickly as possible with a minimum of system disruption/downtime. Problem resolution must be applied when the resolution/solution is determined.

4.8.7 Vendor must provide a two (2) hour response time, seven (7) days a week, 365 days a year. Immediately Upon Award, Vendor must provide documentation describing their policy and procedure for 24/7/365 provision of technical support, including response times, communication methods, and escalation procedures.

4.8.8 All software installations and upgrades will be the responsibility of the Vendor. The Agency must be notified thirty (30) calendar days prior to all future upgrades and modifications to the system by phone to the pre-identified contact.

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- 4.8.9** Vendor must provide 24/7/365 technical support.
- 4.8.10** System Help Desk support must be available during 8:00 am -5:00 pm EST Monday – Friday (regular business hours) and 24/7/365 in the event of a disaster (determined by the State of WV), to assist with problem analysis and provide instructions for troubleshooting problems.
- 4.8.11** Immediately Upon award, the System Help Desk must provide a published escalation policy for problems that cannot be resolved by first-line Help Desk personnel

4.9 Transfer/Migration Ownership and of Data

- 4.9.1** An authorized remote User must be able to download all data to which they have been granted access into a spreadsheet, database, and/or statistical software on the User's local computer.
- 4.9.2** Vendor must agree that the State of West Virginia is the owner of all data maintained on these systems by submitting a bid.
- 4.9.3** The Vendor must return all data maintained in the hosted environment back to the Agency in an exportable tabular format with a data dictionary within five (5) calendar days of completing or termination of contract.
- 4.9.4** Within twenty-four (24) hours of transfer of data back to Agency and/or migration of data to a new or replacement system, Vendor must clear the State's data that resides on its computer hardware or software by erasing or wiping/sanitizing in a manner that prevents retrieval of electronically stored information. The following method must be used to accomplish the clearing of data: (i) overwriting the previously stored data on a drive or a disk at least 10 times and (ii) certifying in writing that the overwriting process has been completed by the predetermined agency contact and providing the following information: (1) the serial number of the computer or other surplus electronic data processing equipment; (2) the name of the overwriting software used; and (3) the name, date, and signature of the person performing the overwriting process. If the method above will not prevent retrieval of the electronically stored information, a method such as

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burning in a pyrolytic furnace or other incinerator or incendiary device, destroying in a dry pulverizing system, shredding, grinding, milling, knurling, disintegration, or degaussing is appropriate and Vendor will be required to certify in writing the method used including the date and time of data destruction within 24 hours to the predetermined Agency contact.

4.9.5 To support continuation of the WV ESAR-VHP program in the event of business failure, contractor bankruptcy, or other circumstances that render the system inoperable, contractor must provide to the predetermined Agency contact comprehensive detailed technical documentation necessary to implement the system in a new hosting setting. This detailed document must be submitted within 10 calendar days of the contract start date and include the following:

4.9.5.1 Comprehensive technical operations documentation, including hosting environment requirements.

4.9.5.2 Configuration documentation.

4.9.5.3 Installation instructions.

4.9.5.4 Implementation plan.

4.9.5.5 Startup/shutdown procedures.

4.9.5.6 Backup, recovery and restoration of system and server data and files (includes operational recovery).

4.9.5.7 Server hardware and software technical specifications and configuration.

4.9.5.8 Patch management.

4.9.5.9 Batch processing details.

4.9.5.10 Security administration.

4.9.5.11 Backup and recovery scripts and procedures.

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4.9.5.12 Detailed procedures to perform incremental, differential, and full back-up recovery operations to ensure project and business continuity.

4.9.5.13 Help desk triage and troubleshooting documentation.

4.9.5.14 Error messages and error correction procedures.

4.9.5.15 Troubleshooting documentation.

4.9.5.16 Steps required to migrate software from test to production environments.

4.9.5.17 Logical and physical data model.

4.10 Implementation and Transition

4.10.1 The Vendor must ensure that the proposed system is fully operational and performing properly upon implementation; including any system software or services that will be required to facilitate the implementation and management of the proposed system.

4.10.2 The Vendor must provide on-site technical staff during the installation and implementation of the system to provide technical staff to provide assistance in demonstrating the functions of the system.

4.10.3 The Vendor must provide a complete and detailed project plan within seven (7) calendar days of contract start date. The project plan will include dates, roles, and deliverables. The project plan will also include tasks such as information gathering, project analysis, system deployment, testing, acceptance, training, and other tasks normally performed by the Vendor during the deployment of systems. This project plan must clearly identify roles and responsibilities of Vendor supplied personnel, roles and responsibilities that the Vendor requires WV DH personnel to assume in conjunction with the project, estimated milestone completion dates, and estimated time requirements

4.11 Training and Exercises

4.11.1 The Vendor must provide to the pre-determined Agency Contact a training plan within seven (7) calendar days of contract start date. The plan must

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include general approach, curriculum outlines, types of course materials, and a list of objectives and outcomes for each type of training.

- 4.11.2** All training offerings must include detailed, on-line and printable training materials which are reproducible. The State of WV must have authority to reproduce or modify materials for training purposes. Training materials will become the property of the State to copy at will for additional users.
- 4.11.3** The system must have the ability to integrate with commercial learning management systems (i.e. Blackboard, TRAIN, etc.) to track the training of selected volunteers.
- 4.11.4** The Vendor must provide four (4) initial, in-person, classroom style, on site, training offerings, each to accommodate a maximum of 25 students. This training must be completed within three (3) weeks of notice to proceed. Training facilities with computers will be provided by the State in or near 100 miles from Charleston, WV 25301.
- 4.11.5** In addition to the initial onsite training, the Vendor must develop and conduct two (2) (off-site allowable), recordable, web-based trainings, each one hour in length, within one hundred eighty (180) calendar days of the contract start date.
- 4.11.6** The Vendor must develop and conduct one (1) on-site, classroom style training and two recordable, web-based (off-site allowable) offerings for optional year two (2) and each succeeding year of the contract.
- 4.11.7** The Vendor must provide for added users to obtain initial training-by recordable web training or via a training CD.
- 4.11.8** The Vendor must provide training when updates or changes are made to the system within seven (7) calendars days when those changes mandate new ways to operate the systems. This training must be provided via recordable web training or CD.
- 4.11.9** Within the contract year, the Vendor must facilitate one (1) Homeland Security Exercise Evaluation Program (HSEEP) – compliant, WV-specific, functional exercise of the credentialing system, using the Vendor’s product, in order to satisfy federal ESAR-VHP requirements. Date will be determined in collaboration with the agency contact

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4.12 Deliverables, Scope of Work and Timeframe

4.12.1 YEAR 1

4.12.1.1 Deliverable 1: By the end of Day two (2) of the contract start date, Vendor will meet with CTP to develop basic concepts of credential system, implementation strategy and training plan. This deliverable can be accomplished by a telephone conference call or “web ex” type presentation.

4.12.1.2 Deliverable 2: By the end of Week one (1) of the contract start date, Vendor will meet with Notification System Workgroup (State developed) to finalize implementation strategy and training plan. This meeting must be conducted in Charleston, WV 25301 with State staff. The implementation strategy must include comprehensive technical documentation necessary that defines the implementation of the system in a new hosting setting.

4.12.1.3 Deliverable 3: By the end of Week two (2) of the contract start date, Vendor will develop/implement State and Local Health components of Notification System. This will include integration of the system to applicable web-based databases and IT systems (e.g. state and federal professional licensure agencies, WV Department of Motor Vehicles, National ESAR-VHP) using vendor supplied integration tools. Also included is the completion of the transfer (or re-build) of currently housed group and individual registrant data from the incumbent Vendor’s system to the new Vendor’s system.

4.12.1.4 Deliverable 4: By the end of Week three (3) of the contract start date, Vendor will complete “dry run” performance tests and correct any residual issues. This will be executed and evaluated on site in Charleston, WV. System will be initialized and placed in-service. Vendor presence will be required in Charleston, WV during the performance test and initiation of the system.

4.12.1.5 Deliverable 5: By the end of Week three (3) of the contract start date, Vendor will develop and conduct four initial onsite, in-person user trainings as outlined in Section 4.11.4. A reproducible copy of all training material must be provided to CTP.

4.12.1.6 Deliverable 6: By the end of thirty (30) calendar days and ninety (90) calendar days of the contract start date, the Vendor will

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develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one (1) hour in length, as outlined in Section 4.11.5. A recorded copy of the webinars must be provided to CTP.

4.12.1.7 Deliverable 7: By the end of one hundred eighty (180) calendar days of the contract start date, Vendor must be prepared to provide training on new system updates/changes, via web-based delivery or reproducible DVD.

4.12.1.8 Deliverable 8: From sixty (60) calendar days of the contract start date through the end of the contract, Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

4.12.1.9 Deliverable 9: From sixty (60) calendar days of the contract start date through the end of the contract, technical assistance will be performed as needed upon contact by State or Local staff. Thirty (30) hours of technical assistance for the first month and fifteen (15) hours of technical assistance per month thereafter.

4.12.1.10 Deliverable 10: By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor’s product, in order to satisfy federal ESAR-VHP requirements

4.12.2 Optional Renewal YEAR 2

4.12.2.1 Deliverable 1: From Week one (1) of the contract renewal date through the end of the contract, Vendor will maintain system in “ready” state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

4.12.2.2 Deliverable 2: From Week one (1) of the contract start date through the end of the contract, technical assistance will be performed as

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needed upon contact by State or Local staff. Fifteen (15) hours of technical assistance per month.

4.12.2.3 Deliverable 3: By the end of thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. A reproducible copy of all training material must be provided to CTP.

4.12.2.4 Deliverable 4: By the end of one-hundred twenty (120) calendar days and two-hundred forty (240) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.

4.12.2.5 Deliverable 5: By the end of Week one (1) of the contract start date, Vendor must be prepared to provide training on system updates/changes, via web-based delivery or reproducible DVD.

4.12.2.6 Deliverable 6: By the end of two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

4.12.3 Optional Renewal YEAR 3

4.12.3.1 Deliverable 1: From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

4.12.3.2 Deliverable 2: From Week one (1) of the contract start date through the end of the contract, technical assistance will be performed as needed upon contact by State or Local staff. 15 hours of technical assistance per month.

4.12.3.3 Deliverable 3: By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-

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person user training as outlined in Section 4.11.6. A reproducible copy of all training material must be provided to CTP.

4.12.3.4 Deliverable 4: By the end of Thirty (30) calendar days and sixty (60) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.

4.12.3.5 Deliverable 5: By the end of Week one (1) of the contract start date, Vendor must be prepared to provide training on system updates/changes, via web-based delivery or reproducible DVD.

4.12.3.6 Deliverable 6: By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements.

4.12.4 Optional Renewal YEAR 4

4.12.4.1 Deliverable 1: From Week one (1) of the contract start date through the end of the contract, Vendor will maintain system in "ready" state, constantly monitoring for any operational irregularity and be prepared to respond to ensure constant availability of system. Vendor will support its use during actual missions and exercises and provide system upgrades and maintenance as required.

4.12.4.2 Deliverable 2: From Week one (1) of the contract start date through the end of the contract, technical assistance will be performed as needed upon contact by State or Local staff. 15 hours of technical assistance per month.

4.12.4.3 Deliverable 3: By the end of Thirty (30) calendar days of the contract start date, Vendor will develop and conduct one onsite, in-person user training as outlined in Section 4.11.6. A reproducible copy of all training material must be provided to CTP.

4.12.4.4 Deliverable 4: By the end of Thirty (30) calendar days and sixty (60) calendar days of the contract start date, Vendor will develop and conduct two web-based initial user trainings (off-site delivery is

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acceptable), each at least one hour in length, as outlined in Section 4.11.6. A recorded copy of the webinars must be provided to CTP.

4.12.4.5 Deliverable 5: By the end of Week one (1) of the contract start date, Vendor must be prepared to provide training on system updates/changes, via web-based delivery or reproducible DVD.

4.12.4.6 Deliverable 6: By the end of Two-hundred forty (240) calendar days of the contract start date, Vendor must facilitate one Homeland Security Exercise Evaluation Program (HSEEP) - compliant, WV-specific, functional exercise of the state credentialing system, using the Vendor's product, in order to satisfy federal ESAR-VHP requirements

4.13 WVDH's Contribution to Contract

4.13.1 The CTP will collaborate with the Vendor and will serve as the point of contact. Additionally, they will contribute the following to the contract:

- 4.13.1.1** Meet immediately with the vendor to develop project plan.
- 4.13.1.2** Provide Vendor with contact person/address/phone number for each local health department and other agency that has volunteer (or other) teams to be loaded into system (or built).
- 4.13.1.3** Provide location for training, with computers for use.
- 4.13.1.4** Meet quarterly with Vendor to discuss project status, receive updates on technological or contract upgrades/revisions.
- 4.13.1.5** Provide drills/exercises to test system's performance.

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page in WVOASIS. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay monthly, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

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:

- Access and use the service for its business purposes;
- For SaaS, use underlying software as embodied or used in the service; and
- 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.

Version 11-1--19

AGREED:


WV Office of
Name of Agency: Shared Administration

Signature: Heather White

Title: Procurement Specialist, Senior

Date: 6/30/2025

Name of Vendor: Juware

Signed by:
Signature: 
03854DED775042F...

Title: President and CEO

Date: June 26, 2025 | 20:24:49 EDT

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: Collaborative Fusion, Inc.

Name of Agency: WV DHHR

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: Virginia Payne

Email address: Virginia.M.Payne@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: Bryan Kaplan

Email address: bryan.kaplan@juvare.com

Phone Number: 412-519-5517

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 6/30/2025

Vendor Name: Juvare

Signed by:
By: 
00054DED775042F...

Printed Name: Rajib Roy

Title: President and CEO

Date: June 26, 2025 | 20:24:49 EDT

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

☐ – Not Applicable Because Contract Not for Construction

☐ – Federal Prevailing Wage Determination on Next Page

[illegible]

800-R-STS-1	Training Center - Specialized Training Services - Custom Year 1 - Deliverable 1 -5 Line 1	\$3,790.00	1	\$3,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 1 - Deliverable 6 Line 6	\$895.00	1	\$895.00
800-R-WBT-1	Training Center - Web-Based Training Year 1 - Deliverable 7 Line 7	\$895.00	1	\$895.00
800-R-WBT-1	Training Center - Web-Based Training Year 1 - Deliverable 8 Line 8	\$895.00	1	\$895.00
300-S-RMS-1	CORES Responder Management System (RMS) Year 1 Deliverable 9 Line 9	\$65,100.00	1	\$65,100.00
700-P-SCP-1	Professional Services - Service Credit Hours Year 1 Deliverable 10 Line 10	\$139.00	180	\$25,020.00
700-P-SSP-2	Professional Services - Solutions Services Project - Other/MultiProduct Year 1 Deliverable 11 Line 11	\$20,000.00	1	\$20,000.00
300-S-RMS-1	CORES Responder Management System (RMS) Year 2 Deliverable 1 Line 12	\$65,100.00	1	\$65,100.00
700-P-SCP-1	Professional Services - Service Credit Hours Year 2 Deliverable 2 Line 13	\$139.00	180	\$25,020.00
800-R-STS-1	Training Center - Specialized Training Services - Custom Year 2 - Deliverable 3 Line 14	\$2,000.00	1	\$2,000.00
800-R-WBT-1	Training Center - Web-Based Training Year 2 - Deliverable 4 Line 15	\$895.00	2	\$1,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 2 - Deliverable 5 Line 16	\$895.00	2	\$1,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 2 - Deliverable 6 Line 17	\$895.00	1	\$895.00
700-P-SSP-2	Professional Services - Solutions Services Project - Other/MultiProduct Year 2 Deliverable 7 Line 18	\$20,000.00	1	\$20,000.00
300-S-RMS-1	CORES Responder Management System (RMS) Year 3 Deliverable 1 Line 19	\$65,100.00	1	\$65,100.00
700-P-SCP-1	Professional Services - Service Credit Hours Year 3 Deliverable 2 Line 20	\$139.00	180	\$25,020.00
800-R-STS-1	Training Center - Specialized Training Services - Custom Year 3 - Deliverable 3 Line 21	\$2,000.00	1	\$2,000.00
800-R-WBT-1	Training Center - Web-Based Training Year 3 - Deliverable 4 Line 22	\$895.00	2	\$1,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 3 - Deliverable 5 Line 23	\$895.00	2	\$1,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 3 - Deliverable 6 Line 24	\$895.00	1	\$895.00
700-P-SSP-2	Professional Services - Solutions Services Project - Other/MultiProduct Year 3 Deliverable 7 Line 25	\$20,000.00	1	\$20,000.00
300-S-RMS-1	CORES Responder Management System (RMS) Year 4 Deliverable 1 Line 26	\$65,100.00	1	\$65,100.00
700-P-SCP-1	Professional Services - Service Credit Hours Year 4 Deliverable 27	\$139.00	180	\$25,020.00
800-R-STS-1	Training Center - Specialized Training Services - Custom Year 4 - Deliverable 3 Line 28	\$2,000.00	1	\$2,000.00
800-R-WBT-1	Training Center - Web-Based Training Year 4 - Deliverable 4 Line 29	\$895.00	2	\$1,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 4 - Deliverable 5 Line 30	\$895.00	2	\$1,790.00
800-R-WBT-1	Training Center - Web-Based Training Year 4 - Deliverable 6 Line 31	\$895.00	1	\$895.00
700-P-SSP-2	Professional Services - Solutions Services Project - Other/MultiProduct Year 4 Deliverable 7 Line 32	\$20,000.00	1	\$20,000.00