



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 4

List View

**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 315332

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0323

Vendor ID:

SO Doc ID: WWV1700000005

Legal Name: DIAMOND TECHNOLOGIES INC

Published Date: 5/4/17

Alias/DBA:

Close Date: 5/11/17

Total Bid: \$277,500.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 315332  
**Solicitation Description :** Addendum No.01 - Project Management  
**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-05-11 13:30:00	SR 0323 ESR05111700000005524	1

<b>VENDOR</b>
000000192076 DIAMOND TECHNOLOGIES INC

**Solicitation Number:** CRFQ 0323 WWW1700000005

**Total Bid :** \$277,500.00      **Response Date:** 2017-05-11      **Response Time:** 11:58:50

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Project Management				\$277,500.00

Comm Code	Manufacturer	Specification	Model #
80000000			

**Extended Description :** Please see Exhibit A Pricing Page. Vendor must submit pricing page with their submitted bid response.

  
The logo for Diamond Technologies, featuring the word "diamond" in a bold, blue, sans-serif font above the word "technologies" in a smaller, lighter blue, sans-serif font.

221 West 9<sup>th</sup> Street, Suite 200  
Wilmington, De 19801  
tel: 302.656.6050  
fax: 302.656.6058  
[www.diamondtechnologies.com](http://www.diamondtechnologies.com)

To Provide:

Project Manager

WorkForce West Virginia

CRFQ # WWV1700000005

**Presented To:**

West Virginia Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, WV 25305

**By:**

Jim Garrity, Chief Operating Officer  
Diamond Technologies, Inc.  
221 West 9<sup>th</sup> Street, Suite 200  
Wilmington, DE 19801  
W: 302-656-6050  
Fax: 302-656-6058  
[jgarrity@diamondtechnologies.com](mailto:jgarrity@diamondtechnologies.com)

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## 1.0 Diamond Technologies Company Profile

Diamond Technologies is a privately-owned IT consulting firm that has been serving leading Fortune 1000 and public sector organizations since 1996. Our objective is to optimize client business value and return on IT investment by combining innovation and cutting edge expertise enhanced by tailored quality personal service. The company provides services to clients in both the corporate and public sectors throughout the greater Delaware Valley region. Diamond Technologies prides itself in developing long term, mutually beneficial relationships with its clients.

At the heart of the company is a dedicated staff of IT professionals committed to providing service excellence. Unlike many of our competitors, we employ our technical staff on a full-time basis and provide them with a comprehensive benefits package that includes ongoing professional training. We believe that in the long run this approach results in higher quality products and solutions for our clients. Diamond Technologies currently employs a full-time staff of 50 professionals.

Diamond Technologies was named to the Inc 500, Inc. Magazine's list of the 500 fastest growing privately held companies in America. In addition, Diamond Technologies was named to the Philadelphia 100 list of the regions fastest growing privately held companies. In 2001, the company was recognized as Delaware's Small Business of the Year by the United States Small Business Administration; and recognized by Delaware Today magazine as one of the Best Places to Work in Delaware.

Diamond Technologies was founded in 1996, over our 18-year history we have experienced a sea of technology changes and has continually adapted to meet the needs of our clients. Today, we are focused on assisting our clients with state-of-the-art technologies including Outsourced IT Managed Services, Mobility Solutions, Business Intelligence, Web Portals (including Microsoft SharePoint), Cloud Services, Salesforce Implementations, Software Development and Integration, and CIO Guidance. For additional information about our company, services and culture, please visit [www.diamondtechnologies.com](http://www.diamondtechnologies.com).



## 2.0 Background

WorkForce West Virginia (WFWV) has expressed the need for a project manager to lead a project designed to extend the existing WFWV integrated registration and case management system (MACC) to include the sharing of customer information with West Virginia Adult Education programs and the West Virginia Division of Rehabilitation Services. When completed, this project will allow each partner agency to query in real time the information held by all other partners. This resulting information can then be integrated into each partner's system in a manner that is familiar to their internal case managers reducing the need to retrain staff.

The remaining sections of this document describe Diamond Technologies' proposal to provide a seasoned project manager to fulfill the role and requirements as described in this CRFQ. We are confident that our experience and commitment will result in a highly successful solution. We appreciate the opportunity to bid on this CRFQ and look forward to continuing our partnership on this important initiative.



## 3.0 Qualifications

Per Section 3 of the CRFQ, Diamond Technologies has experienced staff that meet or exceed the requested qualifications. For this project, Diamond is proposing to assign Robert Fernatt as the Project Manager. See high level information below and resume included in Attachment A.

### **Robert Fernatt – Project Manager**

Robert has held multiple project management roles in West Virginia state government over the past 15 years and currently provides the same to Diamond Technologies' clients. Robert also has direct experience with the WFWV MACC system and has knowledge of the partner organizations that will be participating in the project. Additionally, he has obtained agile project management certifications for Certified ScrumMaster and Certified Scrum Product Owner.

*3.1 Bachelor's degree and three (3) years of experience with IT related project management or Certified Associate in Project Management (CAPM) certificate and two (2) years of experience with IT related project management or Project Management Professional (PMP) certificate and one (1) year of experience with IT related project management.*

Diamond Technologies' staff meet this requirement based on project management experience and a Master's degree in Technology Management. Please refer to the resume of Robert Fernatt in Attachment A. Although Diamond is proposing Mr. Fernatt for this role, it may become necessary to substitute another individual for this position in the future. If this would become necessary, Diamond would notify the agency in advance and submit candidates for review that also meet the specified criteria as a replacement.

*3.2 ... Vendor should provide a current résumé which includes information regarding the number of years of qualification, professional certificates, experience and training, and relevant professional education for each individual that will be assigned to this project...*

Please refer to the resume and certifications supplied in Attachment A.



## 4.0 General Requirements

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

*4.1.1 The Project Manager shall serve in a leadership capacity throughout the contract. The Project Manager shall collaborate across Project Teams to provide guidance for managing the Project. There are currently two (2) teams, more may be added as needed. The Project Manager will serve as a subject matter expert in project management.*

Staff supplied by Diamond will serve in a leadership capacity throughout the contract and collaborate across the project teams to provide guidance. The project manager will serve as a subject matter expert in project management.

Although it is understood that the project manager will be onsite in Charleston, West Virginia, Diamond would like to explore the opportunity to perform some work remotely using conference calls, video conferencing and other means after project startup. Regular face-to-face meetings are extremely important, but routine work later in the project could be carried out remotely with the agency's agreement.

*4.1.2 The Project Manager shall assist in planning and strategy activities related to the Project. The Project Manager will work with the Project Teams to review the strategic plans developed by each for consistency and compatibility with the Project Management Plan.*

The project manager supplied by Diamond will assist in planning and strategy activities related to the project and will review the strategic plans developed by each project team for consistency and compatibility with the project management plan.

*4.1.3 The Project Manager shall serve as the risk manager and will identify, assess, document and recommend mitigation strategies to reduce project risks.*

The Diamond project manager will serve as the risk manager and will identify, assess, document, and recommend strategies to mitigate project risks.



*4.1.4 The Project Manager shall support preparation of monthly Project Status Reports and conduct monthly project reviews detailing the previous period's achievements and progress on upcoming and existing activities; changes; identified risks and recommendations to mitigate risk, communicate forecasts; and assess project progress. The Project Manager will develop metrics and measurements to demonstrate project progress, evaluating and revising project procedures as necessary.*

Diamond staff will prepare the required reports and conduct monthly reviews detailing achievements, progress, changes, identified risks, recommendations to reduce risk, communicate forecasts, and show project progress. The project manager will also develop metrics and measurements to demonstrate project progress evaluating and revising project procedures as necessary and in coordination with agency staff.

*4.1.5 The Project Manager shall provide administrative project assistance including but not limited to:*

*4.1.5.1 Coordinating meetings by scheduling, preparing agendas, supporting documentation, keeping meeting minutes, and creating summaries*

*4.1.5.2 Drafting, proofreading, and editing materials*

*4.1.5.3 Reviewing of project deliverables*

*4.1.5.4 Researching, collecting, evaluating and refining data necessary to meet project reporting and evaluation requirements*

The Diamond supplied project manager will provide administrative assistance to the project. This would include, at a minimum, coordinating meetings and related meeting activities; drafting, editing, and proofreading materials; reviewing project deliverables; researching, collecting, evaluating and refining data necessary to meet project reporting and evaluation requirements.

*4.1.6 The Project Manager shall not work more than a maximum of 1,850 hours per year. Actual hours worked will vary per week or month. Under no circumstances will Vendor's work hours be allowed or approved to exceed 40 hours per week. Payment will be made for actual number of hours worked per month as shown on vendor's monthly invoice and vendor's submitted weekly Time Sheets.*

Diamond agrees that the project manager will not work more than 40 hours per week or 1,850 hours per year and that all payments will be based upon submitted weekly time sheets.



*4.2 The Project Manager shall adhere to the Timelines and Milestones identified in Exhibit B.*

The Diamond project manager will strive to adhere to the timeline and milestones identified in Exhibit B. However, there are factors beyond the control of Diamond staff that may make it impractical to adhere to the stated timelines and milestones such as project team staffing levels, funding allocations, technical changes during the project, etc. Of course, the project manager would identify these items as risks if they should occur and work toward reducing the impact, but there can still be schedule slippage and other adverse impacts from factors outside of the control of the project manager.

*5 ... Prior to utilizing the services available under this contract, the agency and Vendor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship ....*

Diamond will ensure that the relationship between the supplied project manager and the agency will not be construed as an employee/employer relationship. Regarding the relationship of the proposed individual and the agency, Diamond believes that there may be additional confidentiality and security forms that must be signed and/or a background check performed. These items did not appear to be a part of this CRFQ.

*12.1 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: Jim Garrity, Chief Operating Officer  
Telephone Number: 302-656-6050  
Fax Number: 302-656-6058  
Email Address: jgarrity@diamondtechnologies.com



## 5.0 Cost Proposal and Terms and Conditions

### 5.1 Cost Proposal

Please reference “Exhibit A - Pricing Page for Project Management” attached in the requested Microsoft Excel format.

### 5.2 Terms and Conditions

Unless specifically stated otherwise in this proposal document, the following terms shall apply to the proposed services:

1. Type of Contract – Other than stated charges, services will be delivered on a fixed price basis, at the total cost quoted in the attached proposal. The time and cost provided for the proposed services are based on information provided to Diamond Technologies by the client, and Diamond Technologies’ understanding of the task at hand at the time of proposal preparation. Unless specifically stated otherwise in this proposal, the cost quoted in no way guarantees a fixed schedule for delivery of the proposed services.
2. Payment Terms – Client will be invoiced in accordance with the completion of milestones to be agreed upon by both parties at time of award. Payment terms are net due.
3. Travel - There will be no charge for travel. All travel charges are included in the cost proposal.
4. Non-Solicitation - At all times during the proposal and delivery of the proposed services, and for a period of 1 year beyond the conclusion of delivery of the proposed services, Diamond Technologies and the client agree to refrain from soliciting or employing, directly or indirectly, any employee from the other firm without the express written consent of the other party. In the event that an offer of full time employment is agreed upon by both parties, extended to the Diamond employee, and accepted in writing by the Diamond employee, a fee in the amount of 20% of the employee’s base salary will be payable to Diamond Technologies commensurate with the start date of employment with the client.
5. New projects presented to Diamond Technologies may require new resources and increased support fees. These fees will be discussed and agreed upon by both Client and Diamond Technologies before putting into production.
6. Contract Termination – In the event Client feels Diamond Technologies is not performing in accordance with the service proposed, Client agrees to provide Diamond Technologies with written notification of the non-performance, and Diamond Technologies has 30 days to cure the aforementioned performance issue



or work with the client on a mutually agreeable alternative workaround or resolution. Should Diamond Technologies fail to cure the performance issue within the 30 day timeframe, the Client may terminate the agreement with no additional contractual obligation.



## 6.0 Company References

### **Delaware Department of Labor**

Contact: Heather Comstock  
Project: SIDES (SI, EV, MPC)  
Phone: 302.761.8360  
FAX: 302.761.6637  
E-mail: Heather.Comstock@state.de.us

### **Delaware Department of Education**

Contact: Angeline Rivello  
Project: DEEDS (Teacher Credentialing System)  
Phone: 302.735.4266  
FAX: 302.739.4654  
E-mail: angeline.rivello@doe.k12.de.us

### **Cash Connect**

Contact: Allan Matyger  
Project: Custom Software Development and Support  
Phone: 302.283.4109  
FAX: 302.283.4116  
E-mail: matygera@cash-connect.com



## Attachment A - Resume



**Robert Fernatt**



**Experience**

*Manager, Solution Architecture at Diamond Technologies, Inc.  
December 2015 – Present (1 year 5 months)*

As a solution architect, I design technical solutions for clients. This can involve research, proposal writing, presentations, and other materials/events to help the customer make an informed decision. I also perform IT project management for Diamond clients. As an IT project manager, I have experience with the scrum methodology and scrum tools such as JIRA.

*Director of Information Systems at WorkForce West Virginia  
July 2011 - December 2015 (4 years 5 months)*

As the Director of Information Systems, I was responsible for planning, organizing, and controlling staff, processes, and budget for the agency and working with executive management to formulate and pursue strategies to modernize existing systems, reduce costs, improve processes, and increase security. Additionally, I served as the agency's representative and liaison for all technology matters with other state and federal organizations, including the US Department of Labor, US Department of Commerce, the West Virginia Office of Technology, and the State Privacy Office. An example project that I managed while in this position was the public computer center grant. I wrote a competitive federal grant application for nearly \$2.5 million that was awarded and oversaw the implementation of the program, expenditure of funds, federal reporting, and coordinated closely with other state agencies throughout the effort. In this position, I had oversight for the state's unemployment compensation and employment services information systems including responsibility for approximately 30 operation and development staff members.

*Information Systems Manager at WorkForce West Virginia  
January 2009 - July 2011 (2 years 6 months)*

As an Information Systems Manager 2, I was responsible for planning, organizing, and controlling the activities supporting the agency's employment services system. This system provides individual case management and reporting for three US Department of Labor programs: Wagner-Peyser (WP), Workforce Investment Act (WIA), and the Trade Adjustment Act (TAA). This system is one of the largest state controlled and fully web-based systems supporting thousands of job seekers, employers, and training providers. In this position, I managed the daily operations of the system, including special enhancement projects, organized periodic focus group meetings with users to discuss changes, ensured that federal reporting was completed accurately and timely, and supervised a six member application development and support team. Although it was outside the scope of the position, I also assisted the agency with general technology matters, security and privacy issues, data analysis and presentation, and served as a liaison with the state's Office of Technology.



*Information Systems Manager at West Virginia DHHR  
February 2003 - December 2008 (5 years 10 months)*

As the Information Systems Manager 1 for the West Virginia Electronic Disease Surveillance System (WVEDSS), I managed the project to implement and deploy the system. The WVEDSS system was created to provide secure, Web-based, electronic disease reporting capabilities to all county health departments and private providers. In this position, I was instrumental in creating the original budget, Request for Quotation (RFQ), and subsequent contract modifications for the system procurement. Following the selection of a contract vendor, the ISM 1 served as technical project manager and vendor liaison for the Division of Surveillance and Disease Control (DSDC) and worked closely with both the vendor's technical personnel and DHHR MIS personnel to ensure that all hardware and software components were purchased, installed, secured, and available as needed. In addition to technical oversight, I also participated in programmatic discussion regarding the strategic direction of the system, training and deployment activities, reporting, data analysis, and other issues. As needed, I also represented the state at annual federal conferences serving as both attendee and speaker. Beyond responsibility for WVEDSS, I also served a general technical role for DSDC assisting in technology planning and procurement, authorizing security access to computing resources, working with Division management to solve or minimize procedural problems using technology, and suggesting new technologies to improve efficiency. This position supervised one programmer analyst.

*Director of Technical Services  
January 1999 - September 2002 (3 years 8 months)*

As the Director of Technical Services, I was responsible for planning, organizing, and controlling the information technology operations at Acordia Employers Service (AES). This position included supervisory responsibilities for a network administrator, project management of special projects, budgeting, purchasing, and contracting with external vendors for services. In addition to these director-level duties, I also performed some high-level technical work such as security/authentication enforcement and monitoring, small-scale Web development, programming/scripting, server, switch and router maintenance, etc. Special projects that I managed at AES included the deployment of a new and expanded IP-based LAN, an IP-based WAN to connect four interstate offices, an intranet, and various other productivity enhancing technologies. I also managed the transition from a myriad of different user software packages and hardware brands into one software suite and a single brand of hardware.

**Education**

Master of Science, Technology Management, Marshall University  
Bachelor of Science, Printing Management, West Virginia University Institute of Technology



**Certifications**

  
Transforming the World of Work

**Robert Fernatt**

is awarded the designation Certified ScrumMaster® on this day, October 25, 2016, for completing the prescribed requirements for this certification and is hereby entitled to all privileges and benefits offered by SCRUM ALLIANCE®.



Certificant ID: 000580265 Certification Expires: 25 October 2018

Marcos Garrido  
Certified Scrum Trainer®

  
Chairman of the Board

  
Transforming the World of Work

**Robert Fernatt**

is awarded the designation Certified Scrum Product Owner® on this day, December 14, 2016, for completing the prescribed requirements for this certification and is hereby entitled to all privileges and benefits offered by SCRUM ALLIANCE®.



Certificant ID: 000580265 Certification Expires: 14 December 2018

Marcos Garrido  
Certified Scrum Trainer®

  
Chairman of the Board



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Diamond Technologies, Inc

Authorized Signature: [Signature] Date: 4/21/17

State of Delaware

County of New Castle, to-wit:

Taken, subscribed, and sworn to before me this 21 day of April, 2017.

My Commission expires June 26, 2017.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Perla S. Guerrero

Purchasing Affidavit (Revised 08/01/2015)



PERLA S. GUERRERO  
NOTARY PUBLIC, STATE OF DELAWARE  
MY COMMISSION EXPIRES JUNE 26, 2017

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1. DISPUTES - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. PAYMENT - Any reference to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. INTEREST - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. NO WAIVER - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. FEES OR COSTS - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. CONFIDENTIALITY - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. DELIVERY - All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY: STATE OF WEST VIRGINIA

Spending Unit:
Signed:
Title:
Date:

VENDOR

Company Name: Diamond Technologies, Inc.
Signed: Jim Garrity
Title: Chief Operating Officer
Date: 5/10/2017

**EXHIBIT A- Pricing Page for Project Management**

<b>Item</b>	<b>Spec.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>*Required Hours per Year</b>	<b>Extended Cost</b>
1	4.1	Project Manager Year 1	Per Hour	\$75.00	1850	\$138,750.00
2	4.1	Project Manager Year 2	Per Hour	\$75.00	1850	\$138,750.00
<b>Total Bid Amount</b>						<b>\$277,500.00</b>

\*Required hours: The Project Manager shall not work more than a maximum of 1,850 hours per year. Actual hours worked will vary per week or month