



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 [List View](#)**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#) [Clarification Request](#)**Procurement Folder:** 840904**Procurement Type:** Central Master Agreement**Vendor ID:** **Legal Name:** MYTHICS INC**Alias/DBA:****Total Bid:** \$832,670.00**Response Date:** **Response Time:** **Responded By User ID:** **First Name:** **Last Name:** **Email:** **Phone:** **SO Doc Code:** CRFQ**SO Dept:** 0210**SO Doc ID:** ISC2100000018**Published Date:** 5/11/21**Close Date:** 5/27/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:** **Total of Header Attachments:** 6**Total of All Attachments:** 6

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1 Production Environment	12.00000	MO	33440.000000	401280.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: - Consumption based billing model - Funding Allocation Model (FAM)
 - Refer to Production Environment Tab within the WV TAX OCI Environment BOM
 Total Overall Funding Allocation Value is \$333,345

Extended Description:

3.1.1 Production Environment

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.1.2 Testing Environment	12.00000	MO	32725.000000	392700.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: - Consumption based billing model - Funding Allocation Model (FAM)
 - Refer to Testing Environment Tab within the WV TAX OCI Environment BOM
 Total Overall Funding Allocation Value is \$392,700

Extended Description:

3.1.2 Testing Environment

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.1.3 Backup Environment	12.00000	MO	1171.000000	14052.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: - Consumption based billing model - Funding Allocation Model (FAM)
 - Refer to Legacy DR Environment Tab within the WV TAX OCI Environment BOM
 Total Overall Funding Allocation Value is \$14,052

Extended Description:

3.1.3 Backup Environment

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.3 Professional Services	100.00000	HOUR	230.000000	23000.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: This is the cost for 100 consulting services hours. We are offering our commercial Senior Principal Consultant at the Rate of \$230.00 per hour. The total cost for 100 hours will be \$23,000.00
 This is a time and materials estimate only. Mathco will accomplish as many tasks as possible for the block of 100

Extended Description:

3.3 Professional Services

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.5.1 Scalability per 50GB	100.00000	EA	1.590000	159.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: - Consumption based billing model - Funding Allocation Model (FAM)
 - Refer to 3.5.1 Scalability per 50GB Tab within the WV TAX OCI Environment BOM
 Total Overall Funding Allocation Value is \$200,045

Extended Description:

3.5.1 Scalability per 50GB

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.5.2 Scalability per 1 CPU	100.00000	EA	13.950000	1395.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: - Consumption based billing model - Funding Allocation Model (FAM)
 - Refer to 3.5.1 Scalability per 1 CPU Tab within the WV TAX OCI Environment BOM
 Total Overall Funding Allocation Value is \$200,045

Extended Description:

3.5.2 Scalability per 1 CPU

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.5.3 Scalability per 1GB	100.00000	EA	0.840000	84.00

Comm Code	Manufacturer	Specification	Model #
71151106			

Commodity Line Comments: - Consumption based billing model - Funding Allocation Model (FAM)
 - Refer to 3.5.1 Scalability per 1 GB Tab within the WV TAX OCI Environment BOM
 Total Overall Funding Allocation Value is \$200,045

Extended Description:

3.5.3 Scalability per 1GB

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISC2100000018

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Mythics, Inc.

Company



Authorized Signature

5/27/2021

Date

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



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 840904			Reason for Modification:
Doc Description: Tax Infrastructure RFQ (OT21093)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-26	2021-03-16 13:30	CRFQ 0210 ISC2100000018	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Mythics, Inc.

Address : 4525 Main Street

Street : Suite 1500

City : Virginia Beach

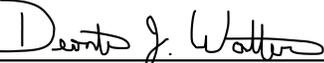
State : VA **Country :** USA **Zip :** 30253

Principal Contact : Ben Landis - Account Representative

Vendor Contact Phone: 757-431-7568 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

*Note: Mythics response includes the "Mythics Exceptions & Clarifications" document attached hereto.

Vendor Signature X  **FEIN#** 54-1987871 **DATE** 5/26/2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for a hosted cloud services environment and the required professional services for a new Integrated Tax Assessment System for the West Virginia State Tax Department. Recently, the State of West Virginia awarded Tyler Technologies a contract for a Valuation and Assessment Administration System (CMA TAX2000000004). This system will provide property tax management and tools to all 55 counties of the State, as well as the Property Tax Division. Additionally, the system will be used by the public per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 Production Environment	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.1.1 Production Environment

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 Testing Environment	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.1.2 Testing Environment

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 Backup Environment	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.1.3 Backup Environment

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.3 Professional Services	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.3 Professional Services

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.5.1 Scalability per 50GB	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.5.1 Scalability per 50GB

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.5.2 Scalability per 1 CPU	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.5.2 Scalability per 1 CPU

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.5.3 Scalability per 1GB	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.5.3 Scalability per 1GB

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE	2021-03-08

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/10/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **March 8, 2021 at 9:00 AM (ET)**

Submit Questions to: **Jessica Chambers**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.: CRFQ ISC2100000018

BID OPENING DATE: 3/16/2021

BID OPENING TIME: 1:30 PM (ET)

FAX NUMBER: (304)558-3970

Revised 02/10/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **March 16, 2021 at 1:30 PM (ET)**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on Upon Award and the initial contract term extends until (1) One Year.

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 (3) Three 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached _____

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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not 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: \$10,000,000 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 02/10/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

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

(Name, Title)

Deonte J. Watters, CCMAP - Vice President, Contracts
(Printed Name and Title)

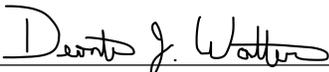
4525 Main Street, Suite 1500, Virginia Beach, VA 23462
(Address)

757-412-4362
(Phone Number) / (Fax Number)

dwatters@mythics.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Mythics, Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

Deonte J. Watters, CCMAP - Vice President, Contracts
(Printed Name and Title of Authorized Representative)

5/26/2021
(Date)

757-412-4362
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
WV State Tax Department Assessment System Cloud Hosting

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for a hosted cloud services environment and the required professional services for a new Integrated Tax Assessment System for the West Virginia State Tax Department. Recently, the State of West Virginia awarded Tyler Technologies a contract for a Valuation and Assessment Administration System (CMA TAX20000000004). This system will provide property tax management and tools to all 55 counties of the State, as well as the Property Tax Division. Additionally, the system will be used by the public.

The resulting contract from this solicitation will be for cloud hosting for this awarded system and will include both a production site and a testing site in different cloud fault zones to reduce the likelihood that both systems would fail together. This will also provide a potential disaster recovery site, if needed. The system requirements needed to run the application provided by Tyler Technologies are outlined below.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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

2.4 “Bastion Host” means a server whose purpose is to provide access to a private network and to which extra security and auditing are applied.

2.5 “GHz” is an abbreviation for gigahertz. One GHz represents 1 billion cycles per second.

2.6 “CPU” means Central Processing Unit.

REQUEST FOR QUOTATION
WV State Tax Department Assessment System Cloud Hosting

2.7 “SSH” means Secure Shell.

2.8 “RAM” means Random Access Memory.

2.9 “RDP” means Remote Desktop Protocol.

2.10 “RAID” means Redundant Array of Inexpensive Disks; RAID0 is striping, RAID1 is mirroring, and RAID10 is a striped mirror.

2.11 “SSD” means Solid State Drive.

2.12 “DMZ” means network demilitarized zone on the perimeter of the network.

2.13 “VPN” means virtual private network and is used to extend a private network across a public network.

2.14 “VLAN” means a Virtual Local Area Network and is used to isolate broadcast traffic within a network.

2.15 Cloud Specific Definitions:

2.15.1 “Region” means a geographic region that contains multiple availability domains.

2.15.2 “Availability Domain” means an isolated, fault-tolerant zone within a region.

2.15.3 “Fault Domain” means a grouping of hardware and systems within an availability domain.

2.15.4 “IaaS” means Infrastructure-as-a-Service.

2.15.5 “PaaS” means Platform-as-a-Service.

2.15.6 “SaaS” means Software-as-a-Service.

3 GENERAL REQUIREMENTS:

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

REQUEST FOR QUOTATION
WV State Tax Department Assessment System Cloud Hosting

3.1.1 Production System: Vendor must provide an IaaS, PaaS, SaaS, or hybrid solution – including any required licenses, maintenance, and support for the term of the contract – as follows:

3.1.1.1 Application Servers: 7 virtual machines with the following minimum specifications:

- 3.1.1.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.1.2** Minimum of 32 Gigabytes of RAM
- 3.1.1.1.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.1.4** Microsoft Windows Server 2019 operating system.

3.1.1.2 Report Servers: 2 virtual machines with the following minimum specifications:

- 3.1.1.2.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.2.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.2.3** Minimum of 600 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.2.4** Microsoft Windows Server 2019 operating system.

3.1.1.3 Workflow Database Server: 1 virtual machine with the following minimum specifications:

- 3.1.1.3.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.3.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.3.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.3.4** Microsoft Windows Server 2019 operating system.
- 3.1.1.3.5** Microsoft SQL Server 2019 Standard Edition (Production Licensed).

3.1.1.4 Oracle Database Servers: Cluster of 2 Hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specification:

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- 3.1.1.4.1 Minimum of 20 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5 GHz.
- 3.1.1.4.2 Minimum of 256 Gigabytes of RAM on each cluster node.
- 3.1.1.4.3 Minimum of 256 Gigabytes of SSD RAID 1 Storage on each cluster node for boot, operating system, and software installation.
- 3.1.1.4.4 Minimum of 5 Terabytes of SSD RAID 10 Storage or better shared between the cluster nodes for database storage.
- 3.1.1.4.5 Oracle Linux version 8 operating system.
- 3.1.1.4.6 Oracle 19c Enterprise Edition with the following minimum set of features enabled:
 - 3.1.1.4.6.1 Advanced Security.
 - 3.1.1.4.6.2 Partitioning.
 - 3.1.1.4.6.3 Transparent Data Encryption.
 - 3.1.1.4.6.4 Real Application Cluster.

3.1.1.5 Working Server: 1 virtual machine with the following minimum specifications:

- 3.1.1.5.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.5.2 Minimum of 32 Gigabytes of RAM.
- 3.1.1.5.3 Minimum of 2 Terabytes of storage (note that this storage does not require SSD or RAID, but neither is it precluded)
- 3.1.1.5.4 Oracle Linux 8 operating system.

3.1.1.6 Geographic Information System (GIS) Servers: The project requires an ArcGIS installation including a database server that hosts ArcGIS Server, an application server, and associated software. The minimum requirements are as follows:

- 3.1.1.6.1 **Oracle Database Server:** Cluster of 2 hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specifications:

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3.1.1.6.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5GHz.

3.1.1.6.1.2 Minimum of 128 Gigabytes of RAM.

3.1.1.6.1.3 Minimum of 2 Terabytes of SSD Raid 1 Storage for data drive.

3.1.1.6.2 Oracle 19c Enterprise Edition with the following minimum set of features enabled:

3.1.1.6.2.1 Advanced Security.

3.1.1.6.2.2 Partitioning.

3.1.1.6.2.3 Transparent Data Encryption.

3.1.1.6.2.4 Real Application Cluster

3.1.1.7 Geographic Information System (GIS) Application Server: One (1) virtual machine with the following minimum specifications.

3.1.1.7.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz

3.1.1.7.2 Minimum of 128 Gigabytes of RAM.

3.1.1.7.3 Minimum of 146 Gigabytes of SSD RAID 1 Storage for boot drive.

3.1.1.7.4 Minimum of 3 Terabytes of SSD RAID 1 storage for imagery data.

3.1.1.7.5 Microsoft Windows Server 2019 Standard Edition

3.1.1.8 ArcGIS Server Software: Must be included for servers listed in specifications 3.1.1.6.

3.1.1.8.1 Version 10.8 or latest release.

3.1.1.8.2 ArcGIS Enterprise Advanced for 4 CPU cores.

3.1.1.8.3 ArcGIS Image server for 4 CPU cores.

3.1.1.8.4 Must be licensed for Production.

3.1.1.9 Active Directory: This system requires Microsoft Active Directory which will allow the State to create an Active Directory Domain and associated users, groups, group policies, and machine accounts. This domain must be separate from any others and must exclusively contain entities created for/by the State. The minimum requirements are as follows:

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3.1.1.9.1 Two Domain Controllers: Provide 2 virtual machines with the following minimum configuration.

3.1.1.9.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.

3.1.1.9.1.2 32 gigabytes of RAM.

3.1.1.9.1.3 146 gigabytes of SSD RAID 1 storage.

3.1.1.9.1.4 Windows Server 2019 operating system.

3.1.1.10 General Networking: Vendor must provide network connections for the servers listed above with the following minimum requirements:

3.1.1.10.1 Internal network traffic between servers must be isolated from other vendor customers.

3.1.1.10.2 Ability to create multiple VLANs for servers to further isolate traffic between application layers.

3.1.1.10.3 Ability for VLANs to be Demilitarized Zones (DMZ) that isolate traffic between public networks and internal VLANs.

3.1.1.10.4 Five public IP addresses to be used for the following:

3.1.1.10.4.1 Public IP for system user interface to system.

3.1.1.10.4.2 Public IP for public access to system.

3.1.1.10.4.3 Public IP for VPN service (see below).

3.1.1.10.4.4 Public IP for bastion service (see below).

3.1.1.10.4.5 Public IP for the GIS Application Server.

3.1.1.11 Firewall Service: Vendor must provide a firewall service with the following minimum requirements:

3.1.1.11.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.11.2 Protect multiple VLANs as noted above in General Networking.

3.1.1.11.3 Incorporate threat intelligence to filter out known malicious IP addresses and Internet domains.

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3.1.1.11.4 Allow the State to create custom filtering rules for TCP/IP and UDP/IP traffic.

3.1.1.11.5 Provide application traffic filtering both inbound and outbound.

3.1.1.11.6 Log threats and firewall related events to allow the State to review those events. Threat events should be forwarded to agency designees in real time.

3.1.1.12 Load Balancer Service: Vendor must provide a load balancer service with the following minimum requirements:

3.1.1.12.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.12.2 Support for both internal (server to server) and external (Internet to server) load balancing scenarios.

3.1.1.12.3 Probe load balanced systems to detect impaired/degraded health.

3.1.1.12.4 Direct traffic around impaired/degraded systems.

3.1.1.12.5 Log events to allow the State to review and audit those events.

3.1.1.13 Virtual Private Network Service: Vendor must provide a virtual private network gateway with the following minimum requirements:

3.1.1.13.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.13.2 Support for encrypted point-to-site tunnels from Agency computers to cloud hosted VLANs across the public Internet.

3.1.1.13.3 Support for encrypted site-to-site tunnels from Agency facilities to cloud host VLANs across the public Internet.

3.1.1.13.4 Support for multi-factor authentication for VPN users.

3.1.1.13.5 Log events to allow the State to review and audit those events.

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3.1.1.14 Outbound Email Service: The system requires an outbound email service which will be bound to an email domain to be provided later. Email service must meet the following minimum requirements:

3.1.1.14.1 Can transmit emails from any Agency server in the environment to recipients on the public Internet.

3.1.1.14.2 Can use an Agency provided domain name.

3.1.1.14.3 Implements/conforms to Sender Policy Framework (SPF).

3.1.1.14.4 Implements/conforms to domain keys identified mail (DKIM).

3.1.1.14.5 Implements/conforms to Domain-based Message Authentication, Reporting, and Conformance (DMARC).

3.1.1.15 Bastion Host: The system requires a Bastion Host which will reside in its own secured VLAN and which will allow access to the internal servers via an encrypted SSH or other similar mechanism. The minimum requirements are as follows:

3.1.1.15.1 Provide encrypted tunneling for secure RDP and SSH portal to access virtual machines.

3.1.1.15.2 Use SSH keys to create a public/private key pair mechanism and secure external access to the Bastion Host.

3.1.1.16 Network Bandwidth: Vendor must include Internet bandwidth for the system with the following minimum requirements.

3.1.1.16.1 Inbound: 10 Terabytes of inbound bandwidth from the public Internet.

3.1.1.16.2 Outbound: 10 Terabytes of outbound bandwidth to the public internet.

3.1.1.17 Backup Service: Vendor will provide data backup services for the system with the following requirements.

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3.1.1.17.1 Virtual Machine Backup: Vendor must backup all virtual machines and associated data storage with the following requirements.

3.1.1.17.1.1 Ability to backup entire virtual machines with a preference for application consistent backups.

3.1.1.17.1.2 Ability to perform/schedule backups as needed.

3.1.1.17.1.3 Ability to restore backups as needed.

3.1.1.17.1.4 Ability to control backup ageing and retention to a minimum of 60 days.

3.1.1.17.1.5 SQL Server will be included with other virtual machine backups.

3.1.1.18 Oracle Database Server Backup: The database must be backed on a regular basis and Vendor database administrators must be able to manage these backups and perform/schedule them at several levels. These requirements include the following:

3.1.1.18.1 Ability to perform/schedule hourly transaction log backups.

3.1.1.18.2 Ability to perform/schedule daily differential backups.

3.1.1.18.3 Ability to perform/schedule weekly full backups.

3.1.1.18.4 Ability to restore backups as needed.

3.1.1.18.5 Ability to control backup ageing and retention to a minimum of 60 days.

3.1.1.19 Full Site Backup: Vendor must provide for a full site backup that includes all servers and data that can be managed by Vendor.

3.1.2 Testing System: The system requires a second, mostly identical system to be used for test and staging purposes. As the project progresses, this environment may be (a) transitioned into a reduced testing environment, (b) kept as a full-sized replica environment, or (c) used as a disaster recovery target for the production environment. Vendor must provide an

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IaaS, PaaS, SaaS, or hybrid solution – including any required licenses, maintenance, and support for the term of the contract – as follows:

3.1.2.1 Application Servers: 7 virtual machines with the following minimum specifications:

- 3.1.2.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.2.1.2** Minimum of 32 Gigabytes of RAM.
- 3.1.2.1.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.2.1.4** Microsoft Windows Server 2019 operating system

3.1.1.1 Report Servers: 2 virtual machines with the following minimum specifications:

- 3.1.1.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.1.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.1.3** Minimum of 600 Gigabytes of SSD RAID 1 Storage or better.
- 3.1.1.1.4** Microsoft Windows Server 2019 operating system.

3.1.1.2 Workflow Database Server: 1 virtual machine with the following minimum specifications:

- 3.1.1.2.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.2.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.2.3** Minimum of 600 Gigabytes of SSD RAID 1 Storage or better.
- 3.1.1.2.4** Microsoft Windows Server 2019 operating system.
- 3.1.1.2.5** Microsoft SQL Server 2019 Standard Edition (Test Licensed).

3.1.1.3 Oracle Database Servers: Cluster of 2 Hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specification:

- 3.1.1.3.1** Minimum of 20 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5 GHz.

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- 3.1.1.3.2 Minimum of 256 Gigabytes of RAM on each cluster node.
- 3.1.1.3.3 Minimum of 146 Gigabytes of SSD RAID 1 Storage on each cluster node for boot, operating system, and software installation.
- 3.1.1.3.4 Minimum of 5 Terabytes of SSD RAID 10 Storage or better shared between the cluster nodes for database storage.
- 3.1.1.3.5 Oracle Linux version 8 operating system.
- 3.1.1.3.6 Oracle 19c Enterprise Edition with the following minimum set of features enabled:
 - 3.1.1.3.6.1 Advanced Security.
 - 3.1.1.3.6.2 Partitioning.
 - 3.1.1.3.6.3 Transparent Data Encryption.
 - 3.1.1.3.6.4 Real Application Cluster.

3.1.1.4 Working Server: One virtual machine with the following minimum specifications:

- 3.1.1.4.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor.
- 3.1.1.4.2 Minimum of 32 Gigabytes of RAM.
- 3.1.1.4.3 Minimum of 2 Terabytes of storage (note that this storage does not require SSD or RAID, but neither is it precluded).
- 3.1.1.4.4 Oracle Linux 8 operating system.

3.1.1.5 Geographic Information System (GIS) Servers: The project requires an ArcGIS installation including a database server that hosts ArcGIS Server, an application server, and associated software. The minimum requirements are as follows:

- 3.1.1.5.1 **Oracle Database Server:** Cluster of 2 hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specifications:
 - 3.1.1.5.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5GHz.
 - 3.1.1.5.1.2 Minimum of 128 Gigabytes of RAM.

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3.1.1.5.1.3 Minimum of 2 Terabytes of SSD Raid 1 Storage for data drive.

3.1.1.5.1.4 Oracle 19c Enterprise Edition with the following minimum set of features enabled:

3.1.1.5.1.4.1 Advanced Security.

3.1.1.5.1.4.2 Partitioning.

3.1.1.5.1.4.3 Transparent Data Encryption.

3.1.1.5.1.4.4 Real Application Cluster

3.1.1.6 Geographic Information System (GIS) Application Server: One (1) virtual machine with the following minimum specifications.

3.1.1.6.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz/

3.1.1.6.2 Minimum of 128 Gigabytes of RAM.

3.1.1.6.3 Minimum of 146 Gigabytes of SSD RAID 1 Storage for boot drive.

3.1.1.6.4 Minimum of 3 Terabytes of SSD RAID 1 storage for imagery data.

3.1.1.6.5 Microsoft Windows Server 2019 Standard Edition

3.1.1.7 ArcGIS Server Software: Must be included for servers listed in specifications 3.1.2.6.

3.1.1.7.1 Version 10.8 or latest release.

3.1.1.7.2 ArcGIS Enterprise Advanced for 4 CPU cores.

3.1.1.7.3 ArcGIS Image server for 4 CPU cores.

3.1.1.7.4 Must be licensed for Testing.

3.1.1.8 Active Directory: This system requires Microsoft Active Directory which will allow the agency to create an Active Directory Domain and associated users, groups, group policies, and machine accounts. This domain must be separate from any others and must exclusively contain entities created for/by the Agency. The minimum requirements are as follows:

3.1.1.8.1 Two Domain Controllers: Provide 2 virtual machines with the following minimum configuration.

3.1.1.8.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.

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3.1.1.8.1.2 32 gigabytes of RAM.

3.1.1.8.1.3 146 gigabytes of SSD RAID 1 storage.

3.1.1.8.1.4 Windows Server 2019 operating system.

3.1.1.9 General Networking: Vendor must provide network connections for the servers listed above with the following minimum requirements:

3.1.1.9.1 Internal network traffic between servers must be isolated from other vendor customers.

3.1.1.9.2 Vendor must create multiple VLANs for servers to further isolate traffic between application layers.

3.1.1.9.3 Ability for VLANs to be Demilitarized Zones (DMZ) that isolate traffic between public networks and internal VLANs.

3.1.1.9.4 Five public IP addresses to be used for the following:

3.1.1.9.4.1 Public IP for system user interface to system.

3.1.1.9.4.2 Public IP for public access to system.

3.1.1.9.4.3 Public IP for VPN service (see below).

3.1.1.9.4.4 Public IP for Bastion service (see below).

3.1.1.9.4.5 Public IP for the GIS Application server.

3.1.1.10 Firewall Service: Vendor must provide a firewall service with the following minimum requirements:

3.1.1.10.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.10.2 Protect multiple VLANs as noted above in General Networking.

3.1.1.10.3 Incorporate threat intelligence to filter out known malicious IP addresses and Internet domains.

3.1.1.10.4 Allow the State to create custom filtering rules for TCP/IP and UDP/IP traffic.

3.1.1.10.5 Provide application traffic filtering both inbound and outbound.

3.1.2.1.5 Log threats and firewall related events to allow Agency staff to review those events. Threat events should be forwarded to agency designees in real time.

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3.1.1.11 Load Balancer Service: Vendor must provide a load balancer service with the following minimum requirements:

3.1.1.11.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.11.2 Support for both internal (server to server) and external (Internet to server) load balancing scenarios.

3.1.1.11.3 Probe load balanced systems to detect impaired/degraded health.

3.1.1.11.4 Direct traffic around impaired/degraded systems.

3.1.1.11.5 Log events to allow Agency staff to review those events.

3.1.1.12 Virtual Private Network Service: Vendor must provide a virtual private network gateway with the following minimum requirements:

3.1.1.12.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.12.2 Support for encrypted point-to-site tunnels from Agency computers to cloud hosted VLANs across the public Internet.

3.1.1.12.3 Support for encrypted site-to-site tunnels from Agency facilities to cloud host VLANs across the public Internet.

3.1.1.12.4 Support for multi-factor authentication for VPN users.

3.1.1.13 Outbound Email Service: The system requires an outbound email service which will be bound to an email domain to be provided later. Email service must meet the following minimum requirements:

3.1.1.13.1 Can transmit emails from any Agency server in the environment to recipients on the public Internet.

3.1.1.13.2 Can use an Agency provided domain name.

3.1.1.13.3 Implements/conforms to Sender Policy Framework (SPF).

3.1.1.13.4 Implements/conforms to domain keys identified mail (DKIM).

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3.1.1.13.5 Implements/conforms to Domain-based Message Authentication, Reporting, and Conformance (DMARC).

3.1.1.14 Bastion Host: The system requires a Bastion Host which will reside in its own secured VLAN and which will allow access to the internal servers via an encrypted SSH or other similar mechanism. The minimum requirements are as follows:

3.1.1.14.1 Provide encrypted tunneling for secure RDP and SSH portal to access virtual machines.

3.1.1.14.2 Use SSH keys to create a public/private key pair mechanism and secure external access to the Bastion Host.

3.1.1.15 Network Bandwidth: Vendor must include Internet bandwidth for the system with the following minimum requirements:

3.1.1.15.1 Inbound: 10 Terabytes of inbound bandwidth from the public Internet.

3.1.1.15.2 Outbound: 10 Terabytes of outbound bandwidth to the public Internet.

3.1.2 Backup Service: Vendor will provide data backup services for the system with the following minimum requirements:

3.1.2.1 Virtual Machine Backup: Vendor must backup all virtual machines and associated data storage with the following requirements:

3.1.2.1.1 Ability to backup entire virtual machines with a preference for application consistent backups.

3.1.2.1.2 Ability to perform/schedule backups as needed.

3.1.2.1.3 Ability to restore backups as needed.

3.1.2.1.4 Ability to control backup ageing and retention to a minimum of 60 days.

3.1.2.1.5 SQL Server will be included with other virtual machine backups.

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3.1.2.2 Oracle Database Server Backup: The database must be backed up on a regular basis and Vendor must manage these backups and perform/schedule them at several levels. The requirements including the following:

- 3.1.2.2.1** Ability to perform/schedule hourly transaction log backups.
- 3.1.2.2.2** Ability to perform/schedule daily differential backups.
- 3.1.2.2.3** Ability to perform/schedule weekly full backups.
- 3.1.2.2.4** Ability to restore backups as needed.
- 3.1.2.2.5** Ability to control backup ageing and retention to a minimum of 60 days.

3.1.2.3 Full Site Backup: Vendor must provide and manage a full site backup that includes all servers and data

3.1.2.4 Legacy Disaster Recovery System: Part of this project is to protect legacy information assets for the current system while the Production and Testing Systems listed above are implemented and stabilized. The current system is an Oracle 12c Enterprise Edition version 12.1 database server. Note that this is a disaster recovery for the current on-premise system and **not** for the two systems listed in sections above. This solution should be housed in the same facility / fault-zone as the Testing system, above, to reduce service duplication. The Vendor must provide an IaaS, PaaS, SaaS, or hybrid solution meeting the requirements for this subproject are as follows:

3.1.2.4.1 Oracle 12c Enterprise Edition version 12.1 hosted database server with minimum requirements:

3.1.2.4.1.1 Eight (8) cores of fully licensed Oracle Database Server Enterprise Edition 12c version 12.1 or Equal. Note that the legacy system will not work with newer versions of the Oracle Database Server.

3.1.2.4.1.2 Four (4) terabytes of storage for database objects including tablespaces, indexes, transaction logs, etc. This is sufficient space to

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contain the existing legacy database and does not include any storage that may be required for other requirements such as replication or backups.

3.1.2.4.2 Vendor will work with the State in setting up, configuring, and testing Oracle Data Guard from the current legacy on-premise system to the DR. The current system has not been configured for Data Guard and any required software or tools above the Oracle 12c Enterprise Edition version 12.1 currently running on the legacy system will need to be part of this bid.

3.1.2.4.3 This system will be housed with the Testing System and will share services listed in the Testing System above including Bastion Host, Email, Firewall, and VPN.

3.1.2.5 Geographic Zone: This system will service users in or near West Virginia and the agency goal is to limit the latency experienced by users as much as possible. Vendor must provide documentation demonstrating that the Production and Testing systems will be housed in data centers east of the Mississippi River in the continental United States.

3.1.2.6 Fault Tolerance and Resilience: The goal of the agency is to build a fault tolerant and resilient system. As such, the Agency prefers that the production and testing systems be housed in different availability zones, however, the vendor must, at a minimum, house the two systems in separate fault domains.

3.2 General Requirements for All Systems and Components

3.2.1 FedRAMP Authorized Facility: All components, services, and data must be hosted in a FedRAMP authorized facility with High Baseline Controls. The State will independently verify a Vendor's FedRAMP authorization at the following address: <https://marketplace.fedramp.gov>

3.2.2 Encrypted at Rest: All virtual machines, associated storage, and data will be stored in an encrypted at rest manner such that any theft or

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accidental loss of storage media will not compromise the security of the system. Vendor must use FIPS-200 encryption.

3.2.3 Service Level Agreement: Vendor will have service level guarantees for all components and services of the system that include at a minimum:

3.2.3.1 Uptime of 99.5% of the time calculated on a per month basis.

3.2.3.2 An escalation matrix with response times based on severity of issues with:

3.2.3.2.1 Critical issue response of less than 1 hour: Those issues which prevent work from continuing and/or require immediate attention.

3.2.3.2.2 Moderate issue response of less than 4 hours: Those issues which degrade or impair service but allow work to continue.

3.2.3.2.3 Minor issue response of less than 8 hours: Those issues with minimal effect of business operation

3.2.3.3 24 hours per day / 7 days per week access to support by phone or email.

3.2.3.4 Must provide service credits for breaching service level targets or for any downtime the State experiences due to the Vendor's issue.

3.3 Professional Services: Vendor will perform professional services in both the Production and Testing environments as follows:

3.3.1 Windows Operating System: Vendor will provision all virtual machines and any subsequent scalability and/or modifications noted as running Microsoft Windows Server 2019 including:

3.3.1.1 Create the virtual machine.

3.3.1.2 Install the operating system

3.3.1.3 Patch the operating system to the current level.

3.3.1.4 Install antivirus software.

3.3.1.5 Provide on-going support, updates, and maintenance as required

3.3.2 SQL Server: Vendor will provision all SQL Server 2019 systems and any subsequent scalability and/or modifications noted above including:

3.3.2.1 Provisioning the Windows virtual machine hosting the database software.

3.3.2.2 Installing the SQL Server 2019 software.

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3.3.2.3 Patching SQL Server to the current patch level.

3.3.2.4 Vendor will create the required databases after the install.

3.3.2.5 Provide on-going support, updates, and maintenance as required

3.3.2.6 Oracle Linux Operating System: Vendor will provision all virtual machines and any subsequent scalability and/or modifications noted as running Oracle Linux 8 including:

3.3.2.6.1 Create the virtual machine.

3.3.2.6.2 Install the operating system.

3.3.2.6.3 Patch the operating system to the current level.

3.3.2.6.4 Provide on-going support, updates, and maintenance as required

3.3.2.7 Oracle Database Server: Vendor will provision all Oracle 19c Enterprise Edition systems and any subsequent scalability and/or modifications as follows:

3.3.2.7.1 Provision the Oracle Linux virtual machine hosting the database software.

3.3.2.7.2 Install the Oracle 19c Enterprise Edition software.

3.3.2.7.3 Install/create the Oracle Real Application Clusters.

3.3.2.7.4 Patch the database software to the current patch level.

3.3.2.7.5 Provide on-going support, updates, and maintenance as required

3.3.2.8 ArcGIS Servers: Vendor will provision ArcGIS Enterprise and any subsequent scalability and/or modifications as follows:

3.3.2.8.1 Provision the virtual machines designated for ArcGIS Enterprise

3.3.2.8.2 Install ArcGIS data components on the Database.

3.3.2.8.3 Install other ArcGIS components on the Application Server.

3.3.2.8.4 Provide on-going support, updates, and maintenance as required

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3.3.2.9 Active Directory: Vendor will provision the Active Directory and any subsequent scalability and/or modifications as follows:

3.3.2.9.1 Create the domain.

3.3.2.9.2 Join Windows Server 2019 machines to the domain.

3.3.2.9.3 Provide on-going support, updates, and maintenance as required

3.3.2.10 General Networking: Vendor will perform and maintain network setup as follows:

3.3.2.10.1 Create initial VLANs including a DMZ with initial routing and access control lists per Agency needs.

3.3.2.10.2 Provision virtual machines on VLANs.

3.3.2.10.3 Establish network address translations between public IP addresses and DMZ hosts.

3.3.2.10.4 Provide on-going support, updates, and maintenance as required

3.3.2.11 Firewall Service: Vendor will perform initial firewall setup as follows:

3.3.2.11.1 Setup firewall with threat intelligence and malicious IP/domain filtering.

3.3.2.11.2 Setup event logging.

3.3.2.11.3 Create initial filtering rules based on Agency needs.

3.3.2.11.4 Provide on-going support, updates, and maintenance as required

3.3.2.12 Load Balancing Service: Vendor will perform initial load balancer setup as follows:

3.3.2.12.1 Setup initial load balancing for externally facing presentation servers.

3.3.2.12.2 Setup initial load balancing for internal server-to-server connections.

3.3.2.12.3 Setup health probes for initial scenarios.

3.3.2.12.4 Setup event logging.

3.3.2.12.5 Provide on-going support, updates, and maintenance as required

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3.3.2.13 Backup Service: Vendor will perform initial configuration of the backup services for all systems listed above including:

3.3.2.13.1 Setup any backup software or agents required for performing backups.

3.3.2.13.2 Create an initial schedule for automatic backups per the State's needs.

3.3.2.13.3 Provide on-going support, updates, and maintenance as required

3.4 Security: Vendors must agree to terms and conditions provided in State of West Virginia Software as a Service Cloud Addendum, attached to this solicitation.

3.5 Scalability: The Agency requires a scalable solution that will accommodate any increased growth in storage and/or compute power.

3.5.1 The Agency must have the ability to acquire additional storage to support the above solutions per fifty (50) Gigabytes unit.

3.5.2 The Agency must have the ability to acquire additional computer to support the above solutions per one (1) CPU unit.

3.5.3 The Agency must have the ability to acquire additional RAM to support the above solutions per one (1) Gigabyte unit.

3.6 Licenses: The Agency will not bring any licenses from current systems to this project. Any software or licenses required will need to be provided by the vendor for this project as part of its bid.

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a monthly cost for the infrastructure, a unit cost for scalability, and an hourly rate for professional services. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.S.Chambers@wv.gov

5. ORDERING AND PAYMENT:

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

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within ten (10) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard

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order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

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

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Deonte J. Watters, CCMAP
Telephone Number: 757-412-4362
Fax Number: 757-412-1060
Email Address: dwatters@mythics.com

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Termination and Suspension of Service:

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

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

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

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

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

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

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

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

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

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

14. Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

Name of Agency: _____

Name of Vendor: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: _____

Name of Agency: West Virginia Office of Technology

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes
No
5. Provide name and email address for the Department privacy officer:
Name: Jennelle Jones
Email address: Jennelle.H.Jones@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: _____
Email address: _____
Phone Number: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceed 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: (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, 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: Mythics, Inc.

Authorized Signature: *Dennis J. Walker* Date: 5/26/2021

State of Virginia

County of Virginia Beach, to-wit:

Taken, subscribed, and sworn to before me this 26th day of May, 2021.

My Commission expires SEPTEMBER 30, 2023

AFFIX SEAL HERE



NOTARY PUBLIC *Mekessia Talonda Brown*

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Mythics, Inc. Address: 4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Name of Authorized Agent: Deonte J. Watters, CCMAP Address: 4525 Main Street, Suite 1500, Virginia Beach, VA 23462

Contract Number: TBD Contract Description: Tax Infrastructure

Governmental agency awarding contract: Department of Administration, Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Deonte J. Watters Date Signed: 5/26/2021

Notary Verification

State of VIRGINIA, County of VIRGINIA BEACH:

I, DEONTE J. WATTERS, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 26 day of MAY, 2021

Mekessia Talonda Brown
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____





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MYTHICS EXCEPTIONS & CLARIFICATIONS

Mythics is submitting this response in accordance with and conditioned upon the terms and conditions of the (1) Oracle Public Sector Cloud Services Agreement Terms (MCSA) and (2) Mythics Professional Services Commercial Terms and Conditions which shall all be incorporated into the final Contract. A copy of these documents are attached for your review.

Mythics is contractually obligated by the manufacturer, Oracle America, Inc., to ensure all orders are subject to an approved End User Agreement to govern the applicable Oracle cloud offering. Mythics has a limited ability to negotiate the terms of any Oracle Agreement, which requires express Oracle approval before modifying any terms specific to such Agreements. The MCSA shall be the prevailing terms governing the Oracle cloud offerings. Below Mythics has identified the specific language or sections it proposes to revise and/or negotiate by taking necessary exceptions.

A. Mythics Exceptions

RFP Section	Basis of Exception	Proposed Alternative Language
28. Warranty	Mythics and Oracle’s standard commercial warranty shall govern.	Mythics proposes to delete this provision from any resulting contract in favor of the cloud services warranty delineated in the MCSA and the Mythics professional warranty outlined in the Mythics Professional Services Commercial Terms and Conditions.
30. Privacy, Security, and Confidentiality	Mythics cannot agree to the security terms provided. Mythics will address any specific requirements applicable to the software and services at the task order level. In general, Oracle’s security practices are outlined the MCSA.	Mythics proposes to delete this requirement from any resulting contract in favor of the security terms delineated by Oracle in the MCSA, specifically the documents below. <ol style="list-style-type: none"> Oracle’s corporate security practices: Support Policies Support Services Oracle Contracts The Data Processing Agreement for Oracle Cloud Services: Contracts Cloud Services Oracle Contracts Cloud Hosting and Delivery Policies: Hosting and Delivery Policies Cloud Services Oracle Contracts Oracle’s privacy policies: Oracle Privacy Policy Oracle
36. Indemnification	Mythic proposes standard indemnification language.	Mythics proposes to replace the indemnification language to align with our standard Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees,



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RFP Section	Basis of Exception	Proposed Alternative Language
		and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.
3.4 Security	Mythics cannot agree to the security terms provided. Mythics will address any specific requirements applicable to the software and services at the task order level. In general, Oracle's security practices are outlined the MCSA.	Mythics proposes to delete this requirement from any resulting contract in favor of the security terms delineated by Oracle in the MCSA, specifically the documents below. <ol style="list-style-type: none"> 5. Oracle's corporate security practices: Support Policies Support Services Oracle Contracts 6. The Data Processing Agreement for Oracle Cloud Services: Contracts Cloud Services Oracle Contracts 7. Cloud Hosting and Delivery Policies: Hosting and Delivery Policies Cloud Services Oracle Contracts 8. Oracle's privacy policies: Oracle Privacy Policy Oracle
Software as a Service Addendum	The MCSA shall be the only terms that govern the Oracle Cloud Service.	Mythics cannot agree to the additive terms to govern the Oracle Cloud Services. Mythics expressly takes exception the WV SaaS Addendum.

B. Mythics Clarifications

3.2.3 Service Level Agreement: Oracle's Service Level Agreement is delineated in Section 3 of the Oracle Cloud Hosting and Delivery Policies which is incorporated in the MCSA. The Oracle SLA shall govern.

3.3 Professional Services: Mythics is providing the professional services on a Time and Materials basis. Mythics anticipates that the work will require more than 100 hours to complete project tasks. Any additional hours required will be added via a contract modification or change order.



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Attachment A:
Mythics Professional Services Commercial Terms and Conditions



MYTHICS

PROFESSIONAL SERVICES COMMERCIAL TERMS AND CONDITIONS

Warranty – Mythics warrants that services will be provided in a professional manner consistent with industry standards. Client must notify Mythics of any warranty deficiencies within ninety (90) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CLIENT’S EXCLUSIVE REMEDY, AND MYTHICS’ ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES.

Standard of Conduct - In rendering services under this Agreement, Mythics shall conform to the highest professional standards of work and business ethics. Mythics shall not use time, materials, or equipment of the Client without the prior written consent of the Client.

Indemnification - Mythics covenants to fully indemnify, save and hold harmless Client, its officers, employees, and agents ("Indemnitees") against all liability, damage, loss, claims, demands and actions of any kind on account of personal injuries (including, without limiting the foregoing, workers' compensation and death claims), or property loss or damage of any kind, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with services or products provided by Mythics under this agreement which may be attributed to negligence by Mythics.

Intellectual Property Rights - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Client by Mythics in connection with the services rendered under this Agreement shall belong exclusively to the Client and shall be deemed to be works made for hire (the “Deliverable Items”). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Mythics hereby assigns to the Client the ownership of copyright or mask work in the Deliverable Items, and the Mythics shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Mythics agrees to give the Client or its designees all assistance reasonably required to perfect such rights.

Notwithstanding the foregoing, Client acknowledges that, as part of performing the Services, Mythics may utilize proprietary software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Mythics or that have



been purchased by or licensed to Mythics (collectively, the “Mythics’ Proprietary Materials”), including enhancements, modifications or additions that have been developed while Mythics has been performing the Services under this Agreement. Mythics grants the Client a perpetual, non-exclusive, worldwide, non-transferable license to use Mythics’ Proprietary Materials in connection with the Deliverables or the Services. Client agrees that Mythics shall retain sole and exclusive right, title and interest in and to Mythics’ Proprietary Materials.

IP Indemnification - If a third party makes a claim against you (“Recipient”), that any information, design, specification, instruction, software, data, or material (“Material”) furnished by Mythics (“Provider”), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

- Notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice the claim, (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid for the license. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Mythics will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Mythics. Mythics will not indemnify you for infringement caused by your actions against any third party if the program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third-party intellectual property rights. Mythics will not indemnify you for any claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.



Limitation of Liability - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, DATA, USE, OR SAVINGS) INCURRED BY EITHER PARTY, OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MYTHICS' TOTAL LIABILITY UNDER THIS AGREEMENT, FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FROM WHICH SUCH LIABILITY ARISES.

Confidential Information - In performing consulting services under this Agreement, Mythics may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Mythics agrees that Mythics will not and Mythics' employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Client, or disclose such Confidential Information without the written authorization of the President of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

"Confidential Information" means information, not generally known, and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, client and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Mythics acquires or becomes acquainted with during the period of this Agreement, whether developed by Mythics or by others, which Mythics has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.

Non-Solicitation - It is expressly agreed that neither Party will directly solicit, hire, consult, or otherwise contract with any employee(s) of the other Party who are associated with the investigation / marketing efforts and subsequent proposals, and/or contract/subcontract efforts called for under this Agreement during the course of this Agreement for a period of one (1) year thereafter without prior written consent of the other Party. This shall not prohibit one Party from hiring any employee of the other Party who responds to (i) routine employment solicitations, or open house or job fair events, or (ii) widely distributed announcements of job openings.



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Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

Force Majeure - Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery; power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; or other causes which do not result from the fault or negligence of such party.



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Attachment B:
Oracle Public Sector Cloud Services Agreement Terms

**ORACLE PUBLIC SECTOR CLOUD SERVICES AGREEMENT TERMS**

THESE ORACLE CLOUD SERVICES AGREEMENT TERMS APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER. THESE ORACLE CLOUD SERVICES AGREEMENT TERMS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ANY ORDERING DOCUMENTATION.

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the “Services”) available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or the order (the “Services Period”), solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, Oracle may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the Services; or (c) perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration tests of the Services (the “Acceptable Use Policy”). In addition to other rights that Oracle has in this Agreement and Your order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. OWNERSHIP RIGHTS AND RESTRICTIONS

2.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.

2.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

2.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

2.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.



3. NONDISCLOSURE

3.1 By virtue of this Agreement, the parties may disclose information that is confidential (“Confidential Information”). To the extent permitted by law, Confidential Information shall be limited to Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

3.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

3.3 Subject to applicable law, each party agrees not to disclose the other party’s Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party’s disclosure of the Confidential Information to the receiving party; however, Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party’s Confidential Information in any legal proceeding or to a governmental entity as required by law. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records law. Should you receive a request under such law for Oracle’s Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle’s Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

4. PROTECTION OF YOUR CONTENT

4.1 In performing the Services, Oracle will comply with the Oracle privacy policy applicable to the Services ordered. Oracle privacy policies are available at <http://www.oracle.com/us/legal/privacy/overview/index.html>.

4.2 Oracle’s *Data Processing Agreement for Oracle Cloud Services* (the “Data Processing Agreement”), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes how Oracle will process Personal Data that You provide to us as part of Oracle’s provision of the Services, unless stated otherwise in Your order. You agree to provide any notices and obtain any consents related to Your use of, and Oracle’s provision of, the Services.

4.3 Oracle will protect Your Content as described in the Service Specifications, which define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services and describe other aspects of system management applicable to the Services. Oracle and its affiliates may perform certain aspects of the Services (e.g., administration, maintenance, support, disaster recovery, data processing, etc.) from locations and/or through use of subcontractors, worldwide.

4.4 You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, or from Your use of the Services in a manner that is inconsistent with the terms of this Agreement. You may disclose or transfer, or instruct us to disclose or transfer in writing, Your Content to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

4.5 Unless otherwise specified in Your order (including in the Service Specifications), You may not provide us access to health, payment card or similarly sensitive personal information that imposes specific data security



obligations on the processing of such data greater than those specified in the Service Specifications. If available, You may purchase services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address particular data protection requirements applicable to Your business or Your Content.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. Oracle warrants that during the Services Period, Oracle will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

5.2 ORACLE DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

5.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO MYTHICS, INC., AND MYTHICS, INC. WILL IN TURN REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

5.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

6.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES NOR ORACLE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS, DATA, OR DATA USE, SALES, GOODWILL, OR REPUTATION.

6.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND ORACLE'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED UNDER SUCH ORDER.

7. INDEMNIFICATION

7.1 Subject to the terms of this Section 7 (Indemnification), if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by



the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- d. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- e. gives the Provider sole control of the defense and any settlement negotiations, to the extent not prohibited by law; and
- f. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

7.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to Mythics, Inc., and Mythics, Inc. will in turn refund to You any unused, prepaid fees for such Services.

7.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

7.4 This Section 7 provides the parties' exclusive remedy for any infringement claims or damages.

8. TERM AND TERMINATION

8.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order. If You order Cloud Services that are designated in the Service Specifications or Your order as Services that will be automatically extended, such Services will not automatically be extended for an additional Services Period of the same duration. In order to extend the Services, You must provide Mythics, Inc. with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew such Cloud Services and You execute a contract modification (or a new contract) evidencing such extension. The preceding sentence shall not apply if Mythics, Inc. provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew or extend such Cloud Services.

8.2 Oracle may suspend Your or Your Users' access to, or use of, the Services if Oracle believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, Oracle will provide You with advance notice of any such suspension. Oracle will use reasonable efforts to re-establish the Services promptly after Oracle determines that the issue causing the suspension has been resolved. During any suspension period, Oracle will make Your Content (as it existed on the suspension date) available to You. Any suspension under this paragraph shall not excuse You from Your obligation to make payments under this Agreement.

8.3 If either of us breaches a material term of this Agreement or the order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party



may terminate the order under which the breach occurred. If Mythics, Inc. terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

8.4 You may terminate this Agreement at any time without cause by giving us 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Agreement.

8.5 For a period of no less than 60 days after the end of the Services Period of an order, Oracle will make Your Content (as it existed at the end of the Services Period) available for retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services.

8.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

9. THIRD-PARTY CONTENT, SERVICES AND WEB SITES

9.1 The Services may enable You to link to, transmit Your Content to, or otherwise access third parties' websites, platforms, content, products, services, and information. Oracle does not control and are not responsible for such third parties' websites, platforms, content, products, services, and information.

9.2 Any Third Party Content Oracle makes accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Oracle is not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. Oracle disclaims all liabilities arising from or related to Third Party Content.

9.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs). Oracle may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

10. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

10.1 Oracle continuously monitors the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.



10.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

10.3 Oracle may provide You with online access to download certain Oracle Software for use with the Services. If Oracle licenses Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order, solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use Oracle Software will terminate upon the earlier of Oracle’s notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. If Oracle Software is licensed to You under separate third party terms, then Your use of such software is governed by the separate third party terms.

11. EXPORT

11.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and Oracle each agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

12. FORCE MAJEURE

Neither of us, nor Oracle, shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

13. NOTICE

13.1 Any notice required under this Agreement shall be provided to the other party, and Oracle, in writing. If You have a legal dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.



13.2 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

14. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

15. OTHER

15.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between Oracle, Mythics, Inc., and You. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration agreement or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement. This Agreement is entered exclusively between You and Mythics, Inc. While Oracle has no contractual relationship with You, Oracle is a third party beneficiary of this Agreement.

15.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

15.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

15.4 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

15.5 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.

16. ENTIRE AGREEMENT

16.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

16.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence;



however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. Except as set forth in Section 15.1, no third party beneficiary relationships are created by this Agreement.

17. AGREEMENT DEFINITIONS

- 17.1. **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.
- 17.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 17.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement, available at www.oracle.com/contracts; (b) Oracle's privacy policy, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Cloud Hosting and Delivery Policies, Program Documentation, and the Data Processing Agreement. The following do not apply to any Oracle Software that is provided by Oracle as part of the Services and governed by the terms of this Agreement: the Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.
- 17.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data.
- 17.5. **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.
- 17.6. **"Your Content"** means all software, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in this Agreement), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content"



19. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____ (DATE TO BE COMPLETED BY MYTHICS, INC.).

MYTHICS, INC.

Company Name: _____

By: _____

(Signature)

By: _____

(Signature)

(Printed Name and Title)

(Printed Name and Title)

Date: _____

Date: _____



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

State of West Virginia
 Centralized Request for Quote
 Info Technology

Proc Folder: 840904			Reason for Modification:
Doc Description: Tax Infrastructure RFQ (OT21093)			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-02-26	2021-03-16 13:30	CRFQ 0210 ISC2100000018	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Mythics, Inc.

Address : 4525 Main Street

Street : Suite 1500

City : Virginia Beach

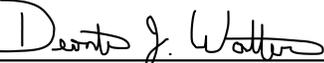
State : VA **Country :** USA **Zip :** 30253

Principal Contact : Ben Landis - Account Representative

Vendor Contact Phone: 757-431-7568 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

*Note: Mythics response includes the "Mythics Exceptions & Clarifications" document attached hereto.

Vendor Signature X  **FEIN#** 54-1987871 **DATE** 5/26/2021

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for a hosted cloud services environment and the required professional services for a new Integrated Tax Assessment System for the West Virginia State Tax Department. Recently, the State of West Virginia awarded Tyler Technologies a contract for a Valuation and Assessment Administration System (CMA TAX2000000004). This system will provide property tax management and tools to all 55 counties of the State, as well as the Property Tax Division. Additionally, the system will be used by the public per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.1 Production Environment	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.1.1 Production Environment

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.2 Testing Environment	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.1.2 Testing Environment

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.3 Backup Environment	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.1.3 Backup Environment

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.3 Professional Services	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.3 Professional Services

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.5.1 Scalability per 50GB	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.5.1 Scalability per 50GB

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.5.2 Scalability per 1 CPU	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.5.2 Scalability per 1 CPU

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.5.3 Scalability per 1GB	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71151106			

Extended Description:
3.5.3 Scalability per 1GB

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	TECHNICAL QUESTION DEADLINE	2021-03-08

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/10/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **March 8, 2021 at 9:00 AM (ET)**

Submit Questions to: **Jessica Chambers**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.: CRFQ ISC2100000018

BID OPENING DATE: 3/16/2021

BID OPENING TIME: 1:30 PM (ET)

FAX NUMBER: (304)558-3970

Revised 02/10/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal (“RFP”) Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: **March 16, 2021 at 1:30 PM (ET)**

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: This Contract becomes effective on Upon Award and the initial contract term extends until (1) One Year.

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 (3) Three 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

Other: See attached _____

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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

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

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not 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: \$10,000,000 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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 with regard to all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 02/10/2021

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

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

(Name, Title)

Deonte J. Watters, CCMAP - Vice President, Contracts
(Printed Name and Title)

4525 Main Street, Suite 1500, Virginia Beach, VA 23462
(Address)

757-412-4362
(Phone Number) / (Fax Number)

dwatters@mythics.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Mythics, Inc.
(Company)


(Authorized Signature) (Representative Name, Title)

Deonte J. Watters, CCMAP - Vice President, Contracts
(Printed Name and Title of Authorized Representative)

5/26/2021
(Date)

757-412-4362
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
WV State Tax Department Assessment System Cloud Hosting

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for a hosted cloud services environment and the required professional services for a new Integrated Tax Assessment System for the West Virginia State Tax Department. Recently, the State of West Virginia awarded Tyler Technologies a contract for a Valuation and Assessment Administration System (CMA TAX20000000004). This system will provide property tax management and tools to all 55 counties of the State, as well as the Property Tax Division. Additionally, the system will be used by the public.

The resulting contract from this solicitation will be for cloud hosting for this awarded system and will include both a production site and a testing site in different cloud fault zones to reduce the likelihood that both systems would fail together. This will also provide a potential disaster recovery site, if needed. The system requirements needed to run the application provided by Tyler Technologies are outlined below.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

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

2.4 “Bastion Host” means a server whose purpose is to provide access to a private network and to which extra security and auditing are applied.

2.5 “GHz” is an abbreviation for gigahertz. One GHz represents 1 billion cycles per second.

2.6 “CPU” means Central Processing Unit.

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2.7 “SSH” means Secure Shell.

2.8 “RAM” means Random Access Memory.

2.9 “RDP” means Remote Desktop Protocol.

2.10 “RAID” means Redundant Array of Inexpensive Disks; RAID0 is striping, RAID1 is mirroring, and RAID10 is a striped mirror.

2.11 “SSD” means Solid State Drive.

2.12 “DMZ” means network demilitarized zone on the perimeter of the network.

2.13 “VPN” means virtual private network and is used to extend a private network across a public network.

2.14 “VLAN” means a Virtual Local Area Network and is used to isolate broadcast traffic within a network.

2.15 Cloud Specific Definitions:

2.15.1 “Region” means a geographic region that contains multiple availability domains.

2.15.2 “Availability Domain” means an isolated, fault-tolerant zone within a region.

2.15.3 “Fault Domain” means a grouping of hardware and systems within an availability domain.

2.15.4 “IaaS” means Infrastructure-as-a-Service.

2.15.5 “PaaS” means Platform-as-a-Service.

2.15.6 “SaaS” means Software-as-a-Service.

3 GENERAL REQUIREMENTS:

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

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3.1.1 Production System: Vendor must provide an IaaS, PaaS, SaaS, or hybrid solution – including any required licenses, maintenance, and support for the term of the contract – as follows:

3.1.1.1 Application Servers: 7 virtual machines with the following minimum specifications:

- 3.1.1.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.1.2** Minimum of 32 Gigabytes of RAM
- 3.1.1.1.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.1.4** Microsoft Windows Server 2019 operating system.

3.1.1.2 Report Servers: 2 virtual machines with the following minimum specifications:

- 3.1.1.2.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.2.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.2.3** Minimum of 600 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.2.4** Microsoft Windows Server 2019 operating system.

3.1.1.3 Workflow Database Server: 1 virtual machine with the following minimum specifications:

- 3.1.1.3.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.3.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.3.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.1.3.4** Microsoft Windows Server 2019 operating system.
- 3.1.1.3.5** Microsoft SQL Server 2019 Standard Edition (Production Licensed).

3.1.1.4 Oracle Database Servers: Cluster of 2 Hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specification:

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- 3.1.1.4.1 Minimum of 20 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5 GHz.
- 3.1.1.4.2 Minimum of 256 Gigabytes of RAM on each cluster node.
- 3.1.1.4.3 Minimum of 256 Gigabytes of SSD RAID 1 Storage on each cluster node for boot, operating system, and software installation.
- 3.1.1.4.4 Minimum of 5 Terabytes of SSD RAID 10 Storage or better shared between the cluster nodes for database storage.
- 3.1.1.4.5 Oracle Linux version 8 operating system.
- 3.1.1.4.6 Oracle 19c Enterprise Edition with the following minimum set of features enabled:
 - 3.1.1.4.6.1 Advanced Security.
 - 3.1.1.4.6.2 Partitioning.
 - 3.1.1.4.6.3 Transparent Data Encryption.
 - 3.1.1.4.6.4 Real Application Cluster.

3.1.1.5 Working Server: 1 virtual machine with the following minimum specifications:

- 3.1.1.5.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.5.2 Minimum of 32 Gigabytes of RAM.
- 3.1.1.5.3 Minimum of 2 Terabytes of storage (note that this storage does not require SSD or RAID, but neither is it precluded)
- 3.1.1.5.4 Oracle Linux 8 operating system.

3.1.1.6 Geographic Information System (GIS) Servers: The project requires an ArcGIS installation including a database server that hosts ArcGIS Server, an application server, and associated software. The minimum requirements are as follows:

- 3.1.1.6.1 **Oracle Database Server:** Cluster of 2 hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specifications:

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3.1.1.6.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5GHz.

3.1.1.6.1.2 Minimum of 128 Gigabytes of RAM.

3.1.1.6.1.3 Minimum of 2 Terabytes of SSD Raid 1 Storage for data drive.

3.1.1.6.2 Oracle 19c Enterprise Edition with the following minimum set of features enabled:

3.1.1.6.2.1 Advanced Security.

3.1.1.6.2.2 Partitioning.

3.1.1.6.2.3 Transparent Data Encryption.

3.1.1.6.2.4 Real Application Cluster

3.1.1.7 Geographic Information System (GIS) Application Server: One (1) virtual machine with the following minimum specifications.

3.1.1.7.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz

3.1.1.7.2 Minimum of 128 Gigabytes of RAM.

3.1.1.7.3 Minimum of 146 Gigabytes of SSD RAID 1 Storage for boot drive.

3.1.1.7.4 Minimum of 3 Terabytes of SSD RAID 1 storage for imagery data.

3.1.1.7.5 Microsoft Windows Server 2019 Standard Edition

3.1.1.8 ArcGIS Server Software: Must be included for servers listed in specifications 3.1.1.6.

3.1.1.8.1 Version 10.8 or latest release.

3.1.1.8.2 ArcGIS Enterprise Advanced for 4 CPU cores.

3.1.1.8.3 ArcGIS Image server for 4 CPU cores.

3.1.1.8.4 Must be licensed for Production.

3.1.1.9 Active Directory: This system requires Microsoft Active Directory which will allow the State to create an Active Directory Domain and associated users, groups, group policies, and machine accounts. This domain must be separate from any others and must exclusively contain entities created for/by the State. The minimum requirements are as follows:

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3.1.1.9.1 Two Domain Controllers: Provide 2 virtual machines with the following minimum configuration.

3.1.1.9.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.

3.1.1.9.1.2 32 gigabytes of RAM.

3.1.1.9.1.3 146 gigabytes of SSD RAID 1 storage.

3.1.1.9.1.4 Windows Server 2019 operating system.

3.1.1.10 General Networking: Vendor must provide network connections for the servers listed above with the following minimum requirements:

3.1.1.10.1 Internal network traffic between servers must be isolated from other vendor customers.

3.1.1.10.2 Ability to create multiple VLANs for servers to further isolate traffic between application layers.

3.1.1.10.3 Ability for VLANs to be Demilitarized Zones (DMZ) that isolate traffic between public networks and internal VLANs.

3.1.1.10.4 Five public IP addresses to be used for the following:

3.1.1.10.4.1 Public IP for system user interface to system.

3.1.1.10.4.2 Public IP for public access to system.

3.1.1.10.4.3 Public IP for VPN service (see below).

3.1.1.10.4.4 Public IP for bastion service (see below).

3.1.1.10.4.5 Public IP for the GIS Application Server.

3.1.1.11 Firewall Service: Vendor must provide a firewall service with the following minimum requirements:

3.1.1.11.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.11.2 Protect multiple VLANs as noted above in General Networking.

3.1.1.11.3 Incorporate threat intelligence to filter out known malicious IP addresses and Internet domains.

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3.1.1.11.4 Allow the State to create custom filtering rules for TCP/IP and UDP/IP traffic.

3.1.1.11.5 Provide application traffic filtering both inbound and outbound.

3.1.1.11.6 Log threats and firewall related events to allow the State to review those events. Threat events should be forwarded to agency designees in real time.

3.1.1.12 Load Balancer Service: Vendor must provide a load balancer service with the following minimum requirements:

3.1.1.12.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.12.2 Support for both internal (server to server) and external (Internet to server) load balancing scenarios.

3.1.1.12.3 Probe load balanced systems to detect impaired/degraded health.

3.1.1.12.4 Direct traffic around impaired/degraded systems.

3.1.1.12.5 Log events to allow the State to review and audit those events.

3.1.1.13 Virtual Private Network Service: Vendor must provide a virtual private network gateway with the following minimum requirements:

3.1.1.13.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.13.2 Support for encrypted point-to-site tunnels from Agency computers to cloud hosted VLANs across the public Internet.

3.1.1.13.3 Support for encrypted site-to-site tunnels from Agency facilities to cloud host VLANs across the public Internet.

3.1.1.13.4 Support for multi-factor authentication for VPN users.

3.1.1.13.5 Log events to allow the State to review and audit those events.

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3.1.1.14 Outbound Email Service: The system requires an outbound email service which will be bound to an email domain to be provided later. Email service must meet the following minimum requirements:

3.1.1.14.1 Can transmit emails from any Agency server in the environment to recipients on the public Internet.

3.1.1.14.2 Can use an Agency provided domain name.

3.1.1.14.3 Implements/conforms to Sender Policy Framework (SPF).

3.1.1.14.4 Implements/conforms to domain keys identified mail (DKIM).

3.1.1.14.5 Implements/conforms to Domain-based Message Authentication, Reporting, and Conformance (DMARC).

3.1.1.15 Bastion Host: The system requires a Bastion Host which will reside in its own secured VLAN and which will allow access to the internal servers via an encrypted SSH or other similar mechanism. The minimum requirements are as follows:

3.1.1.15.1 Provide encrypted tunneling for secure RDP and SSH portal to access virtual machines.

3.1.1.15.2 Use SSH keys to create a public/private key pair mechanism and secure external access to the Bastion Host.

3.1.1.16 Network Bandwidth: Vendor must include Internet bandwidth for the system with the following minimum requirements.

3.1.1.16.1 Inbound: 10 Terabytes of inbound bandwidth from the public Internet.

3.1.1.16.2 Outbound: 10 Terabytes of outbound bandwidth to the public internet.

3.1.1.17 Backup Service: Vendor will provide data backup services for the system with the following requirements.

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3.1.1.17.1 Virtual Machine Backup: Vendor must backup all virtual machines and associated data storage with the following requirements.

3.1.1.17.1.1 Ability to backup entire virtual machines with a preference for application consistent backups.

3.1.1.17.1.2 Ability to perform/schedule backups as needed.

3.1.1.17.1.3 Ability to restore backups as needed.

3.1.1.17.1.4 Ability to control backup ageing and retention to a minimum of 60 days.

3.1.1.17.1.5 SQL Server will be included with other virtual machine backups.

3.1.1.18 Oracle Database Server Backup: The database must be backed on a regular basis and Vendor database administrators must be able to manage these backups and perform/schedule them at several levels. These requirements include the following:

3.1.1.18.1 Ability to perform/schedule hourly transaction log backups.

3.1.1.18.2 Ability to perform/schedule daily differential backups.

3.1.1.18.3 Ability to perform/schedule weekly full backups.

3.1.1.18.4 Ability to restore backups as needed.

3.1.1.18.5 Ability to control backup ageing and retention to a minimum of 60 days.

3.1.1.19 Full Site Backup: Vendor must provide for a full site backup that includes all servers and data that can be managed by Vendor.

3.1.2 Testing System: The system requires a second, mostly identical system to be used for test and staging purposes. As the project progresses, this environment may be (a) transitioned into a reduced testing environment, (b) kept as a full-sized replica environment, or (c) used as a disaster recovery target for the production environment. Vendor must provide an

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IaaS, PaaS, SaaS, or hybrid solution – including any required licenses, maintenance, and support for the term of the contract – as follows:

3.1.2.1 Application Servers: 7 virtual machines with the following minimum specifications:

- 3.1.2.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.2.1.2** Minimum of 32 Gigabytes of RAM.
- 3.1.2.1.3** Minimum of 146 Gigabytes of SSD RAID 1 storage or better.
- 3.1.2.1.4** Microsoft Windows Server 2019 operating system

3.1.1.1 Report Servers: 2 virtual machines with the following minimum specifications:

- 3.1.1.1.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.1.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.1.3** Minimum of 600 Gigabytes of SSD RAID 1 Storage or better.
- 3.1.1.1.4** Microsoft Windows Server 2019 operating system.

3.1.1.2 Workflow Database Server: 1 virtual machine with the following minimum specifications:

- 3.1.1.2.1** Minimum of 10 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.
- 3.1.1.2.2** Minimum of 32 Gigabytes of RAM.
- 3.1.1.2.3** Minimum of 600 Gigabytes of SSD RAID 1 Storage or better.
- 3.1.1.2.4** Microsoft Windows Server 2019 operating system.
- 3.1.1.2.5** Microsoft SQL Server 2019 Standard Edition (Test Licensed).

3.1.1.3 Oracle Database Servers: Cluster of 2 Hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specification:

- 3.1.1.3.1** Minimum of 20 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5 GHz.

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- 3.1.1.3.2 Minimum of 256 Gigabytes of RAM on each cluster node.
- 3.1.1.3.3 Minimum of 146 Gigabytes of SSD RAID 1 Storage on each cluster node for boot, operating system, and software installation.
- 3.1.1.3.4 Minimum of 5 Terabytes of SSD RAID 10 Storage or better shared between the cluster nodes for database storage.
- 3.1.1.3.5 Oracle Linux version 8 operating system.
- 3.1.1.3.6 Oracle 19c Enterprise Edition with the following minimum set of features enabled:
 - 3.1.1.3.6.1 Advanced Security.
 - 3.1.1.3.6.2 Partitioning.
 - 3.1.1.3.6.3 Transparent Data Encryption.
 - 3.1.1.3.6.4 Real Application Cluster.

3.1.1.4 Working Server: One virtual machine with the following minimum specifications:

- 3.1.1.4.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor.
- 3.1.1.4.2 Minimum of 32 Gigabytes of RAM.
- 3.1.1.4.3 Minimum of 2 Terabytes of storage (note that this storage does not require SSD or RAID, but neither is it precluded).
- 3.1.1.4.4 Oracle Linux 8 operating system.

3.1.1.5 Geographic Information System (GIS) Servers: The project requires an ArcGIS installation including a database server that hosts ArcGIS Server, an application server, and associated software. The minimum requirements are as follows:

- 3.1.1.5.1 **Oracle Database Server:** Cluster of 2 hosted Oracle servers in an active-active pair (Real Application Cluster) with the following minimum specifications:
 - 3.1.1.5.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor on each cluster node. Minimum clock speed of 2.5GHz.
 - 3.1.1.5.1.2 Minimum of 128 Gigabytes of RAM.

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3.1.1.5.1.3 Minimum of 2 Terabytes of SSD Raid 1 Storage for data drive.

3.1.1.5.1.4 Oracle 19c Enterprise Edition with the following minimum set of features enabled:

3.1.1.5.1.4.1 Advanced Security.

3.1.1.5.1.4.2 Partitioning.

3.1.1.5.1.4.3 Transparent Data Encryption.

3.1.1.5.1.4.4 Real Application Cluster

3.1.1.6 Geographic Information System (GIS) Application Server: One (1) virtual machine with the following minimum specifications.

3.1.1.6.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz/

3.1.1.6.2 Minimum of 128 Gigabytes of RAM.

3.1.1.6.3 Minimum of 146 Gigabytes of SSD RAID 1 Storage for boot drive.

3.1.1.6.4 Minimum of 3 Terabytes of SSD RAID 1 storage for imagery data.

3.1.1.6.5 Microsoft Windows Server 2019 Standard Edition

3.1.1.7 ArcGIS Server Software: Must be included for servers listed in specifications 3.1.2.6.

3.1.1.7.1 Version 10.8 or latest release.

3.1.1.7.2 ArcGIS Enterprise Advanced for 4 CPU cores.

3.1.1.7.3 ArcGIS Image server for 4 CPU cores.

3.1.1.7.4 Must be licensed for Testing.

3.1.1.8 Active Directory: This system requires Microsoft Active Directory which will allow the agency to create an Active Directory Domain and associated users, groups, group policies, and machine accounts. This domain must be separate from any others and must exclusively contain entities created for/by the Agency. The minimum requirements are as follows:

3.1.1.8.1 Two Domain Controllers: Provide 2 virtual machines with the following minimum configuration.

3.1.1.8.1.1 Minimum of 4 CPU Cores of Intel/AMD x64 processor. Minimum clock speed of 2.5 GHz.

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3.1.1.8.1.2 32 gigabytes of RAM.

3.1.1.8.1.3 146 gigabytes of SSD RAID 1 storage.

3.1.1.8.1.4 Windows Server 2019 operating system.

3.1.1.9 General Networking: Vendor must provide network connections for the servers listed above with the following minimum requirements:

3.1.1.9.1 Internal network traffic between servers must be isolated from other vendor customers.

3.1.1.9.2 Vendor must create multiple VLANs for servers to further isolate traffic between application layers.

3.1.1.9.3 Ability for VLANs to be Demilitarized Zones (DMZ) that isolate traffic between public networks and internal VLANs.

3.1.1.9.4 Five public IP addresses to be used for the following:

3.1.1.9.4.1 Public IP for system user interface to system.

3.1.1.9.4.2 Public IP for public access to system.

3.1.1.9.4.3 Public IP for VPN service (see below).

3.1.1.9.4.4 Public IP for Bastion service (see below).

3.1.1.9.4.5 Public IP for the GIS Application server.

3.1.1.10 Firewall Service: Vendor must provide a firewall service with the following minimum requirements:

3.1.1.10.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.10.2 Protect multiple VLANs as noted above in General Networking.

3.1.1.10.3 Incorporate threat intelligence to filter out known malicious IP addresses and Internet domains.

3.1.1.10.4 Allow the State to create custom filtering rules for TCP/IP and UDP/IP traffic.

3.1.1.10.5 Provide application traffic filtering both inbound and outbound.

3.1.2.1.5 Log threats and firewall related events to allow Agency staff to review those events. Threat events should be forwarded to agency designees in real time.

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3.1.1.11 Load Balancer Service: Vendor must provide a load balancer service with the following minimum requirements:

3.1.1.11.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.11.2 Support for both internal (server to server) and external (Internet to server) load balancing scenarios.

3.1.1.11.3 Probe load balanced systems to detect impaired/degraded health.

3.1.1.11.4 Direct traffic around impaired/degraded systems.

3.1.1.11.5 Log events to allow Agency staff to review those events.

3.1.1.12 Virtual Private Network Service: Vendor must provide a virtual private network gateway with the following minimum requirements:

3.1.1.12.1 Provide high availability with a minimum of 99.5% uptime.

3.1.1.12.2 Support for encrypted point-to-site tunnels from Agency computers to cloud hosted VLANs across the public Internet.

3.1.1.12.3 Support for encrypted site-to-site tunnels from Agency facilities to cloud host VLANs across the public Internet.

3.1.1.12.4 Support for multi-factor authentication for VPN users.

3.1.1.13 Outbound Email Service: The system requires an outbound email service which will be bound to an email domain to be provided later. Email service must meet the following minimum requirements:

3.1.1.13.1 Can transmit emails from any Agency server in the environment to recipients on the public Internet.

3.1.1.13.2 Can use an Agency provided domain name.

3.1.1.13.3 Implements/conforms to Sender Policy Framework (SPF).

3.1.1.13.4 Implements/conforms to domain keys identified mail (DKIM).

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3.1.1.13.5 Implements/conforms to Domain-based Message Authentication, Reporting, and Conformance (DMARC).

3.1.1.14 Bastion Host: The system requires a Bastion Host which will reside in its own secured VLAN and which will allow access to the internal servers via an encrypted SSH or other similar mechanism. The minimum requirements are as follows:

3.1.1.14.1 Provide encrypted tunneling for secure RDP and SSH portal to access virtual machines.

3.1.1.14.2 Use SSH keys to create a public/private key pair mechanism and secure external access to the Bastion Host.

3.1.1.15 Network Bandwidth: Vendor must include Internet bandwidth for the system with the following minimum requirements:

3.1.1.15.1 Inbound: 10 Terabytes of inbound bandwidth from the public Internet.

3.1.1.15.2 Outbound: 10 Terabytes of outbound bandwidth to the public Internet.

3.1.2 Backup Service: Vendor will provide data backup services for the system with the following minimum requirements:

3.1.2.1 Virtual Machine Backup: Vendor must backup all virtual machines and associated data storage with the following requirements:

3.1.2.1.1 Ability to backup entire virtual machines with a preference for application consistent backups.

3.1.2.1.2 Ability to perform/schedule backups as needed.

3.1.2.1.3 Ability to restore backups as needed.

3.1.2.1.4 Ability to control backup ageing and retention to a minimum of 60 days.

3.1.2.1.5 SQL Server will be included with other virtual machine backups.

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3.1.2.2 Oracle Database Server Backup: The database must be backed up on a regular basis and Vendor must manage these backups and perform/schedule them at several levels. The requirements including the following:

- 3.1.2.2.1** Ability to perform/schedule hourly transaction log backups.
- 3.1.2.2.2** Ability to perform/schedule daily differential backups.
- 3.1.2.2.3** Ability to perform/schedule weekly full backups.
- 3.1.2.2.4** Ability to restore backups as needed.
- 3.1.2.2.5** Ability to control backup ageing and retention to a minimum of 60 days.

3.1.2.3 Full Site Backup: Vendor must provide and manage a full site backup that includes all servers and data

3.1.2.4 Legacy Disaster Recovery System: Part of this project is to protect legacy information assets for the current system while the Production and Testing Systems listed above are implemented and stabilized. The current system is an Oracle 12c Enterprise Edition version 12.1 database server. Note that this is a disaster recovery for the current on-premise system and **not** for the two systems listed in sections above. This solution should be housed in the same facility / fault-zone as the Testing system, above, to reduce service duplication. The Vendor must provide an IaaS, PaaS, SaaS, or hybrid solution meeting the requirements for this subproject are as follows:

3.1.2.4.1 Oracle 12c Enterprise Edition version 12.1 hosted database server with minimum requirements:

3.1.2.4.1.1 Eight (8) cores of fully licensed Oracle Database Server Enterprise Edition 12c version 12.1 or Equal. Note that the legacy system will not work with newer versions of the Oracle Database Server.

3.1.2.4.1.2 Four (4) terabytes of storage for database objects including tablespaces, indexes, transaction logs, etc. This is sufficient space to

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contain the existing legacy database and does not include any storage that may be required for other requirements such as replication or backups.

3.1.2.4.2 Vendor will work with the State in setting up, configuring, and testing Oracle Data Guard from the current legacy on-premise system to the DR. The current system has not been configured for Data Guard and any required software or tools above the Oracle 12c Enterprise Edition version 12.1 currently running on the legacy system will need to be part of this bid.

3.1.2.4.3 This system will be housed with the Testing System and will share services listed in the Testing System above including Bastion Host, Email, Firewall, and VPN.

3.1.2.5 Geographic Zone: This system will service users in or near West Virginia and the agency goal is to limit the latency experienced by users as much as possible. Vendor must provide documentation demonstrating that the Production and Testing systems will be housed in data centers east of the Mississippi River in the continental United States.

3.1.2.6 Fault Tolerance and Resilience: The goal of the agency is to build a fault tolerant and resilient system. As such, the Agency prefers that the production and testing systems be housed in different availability zones, however, the vendor must, at a minimum, house the two systems in separate fault domains.

3.2 General Requirements for All Systems and Components

3.2.1 FedRAMP Authorized Facility: All components, services, and data must be hosted in a FedRAMP authorized facility with High Baseline Controls. The State will independently verify a Vendor's FedRAMP authorization at the following address: <https://marketplace.fedramp.gov>

3.2.2 Encrypted at Rest: All virtual machines, associated storage, and data will be stored in an encrypted at rest manner such that any theft or

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accidental loss of storage media will not compromise the security of the system. Vendor must use FIPS-200 encryption.

3.2.3 Service Level Agreement: Vendor will have service level guarantees for all components and services of the system that include at a minimum:

3.2.3.1 Uptime of 99.5% of the time calculated on a per month basis.

3.2.3.2 An escalation matrix with response times based on severity of issues with:

3.2.3.2.1 Critical issue response of less than 1 hour: Those issues which prevent work from continuing and/or require immediate attention.

3.2.3.2.2 Moderate issue response of less than 4 hours: Those issues which degrade or impair service but allow work to continue.

3.2.3.2.3 Minor issue response of less than 8 hours: Those issues with minimal effect of business operation

3.2.3.3 24 hours per day / 7 days per week access to support by phone or email.

3.2.3.4 Must provide service credits for breaching service level targets or for any downtime the State experiences due to the Vendor's issue.

3.3 Professional Services: Vendor will perform professional services in both the Production and Testing environments as follows:

3.3.1 Windows Operating System: Vendor will provision all virtual machines and any subsequent scalability and/or modifications noted as running Microsoft Windows Server 2019 including:

3.3.1.1 Create the virtual machine.

3.3.1.2 Install the operating system

3.3.1.3 Patch the operating system to the current level.

3.3.1.4 Install antivirus software.

3.3.1.5 Provide on-going support, updates, and maintenance as required

3.3.2 SQL Server: Vendor will provision all SQL Server 2019 systems and any subsequent scalability and/or modifications noted above including:

3.3.2.1 Provisioning the Windows virtual machine hosting the database software.

3.3.2.2 Installing the SQL Server 2019 software.

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3.3.2.3 Patching SQL Server to the current patch level.

3.3.2.4 Vendor will create the required databases after the install.

3.3.2.5 Provide on-going support, updates, and maintenance as required

3.3.2.6 Oracle Linux Operating System: Vendor will provision all virtual machines and any subsequent scalability and/or modifications noted as running Oracle Linux 8 including:

3.3.2.6.1 Create the virtual machine.

3.3.2.6.2 Install the operating system.

3.3.2.6.3 Patch the operating system to the current level.

3.3.2.6.4 Provide on-going support, updates, and maintenance as required

3.3.2.7 Oracle Database Server: Vendor will provision all Oracle 19c Enterprise Edition systems and any subsequent scalability and/or modifications as follows:

3.3.2.7.1 Provision the Oracle Linux virtual machine hosting the database software.

3.3.2.7.2 Install the Oracle 19c Enterprise Edition software.

3.3.2.7.3 Install/create the Oracle Real Application Clusters.

3.3.2.7.4 Patch the database software to the current patch level.

3.3.2.7.5 Provide on-going support, updates, and maintenance as required

3.3.2.8 ArcGIS Servers: Vendor will provision ArcGIS Enterprise and any subsequent scalability and/or modifications as follows:

3.3.2.8.1 Provision the virtual machines designated for ArcGIS Enterprise

3.3.2.8.2 Install ArcGIS data components on the Database.

3.3.2.8.3 Install other ArcGIS components on the Application Server.

3.3.2.8.4 Provide on-going support, updates, and maintenance as required

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3.3.2.9 Active Directory: Vendor will provision the Active Directory and any subsequent scalability and/or modifications as follows:

3.3.2.9.1 Create the domain.

3.3.2.9.2 Join Windows Server 2019 machines to the domain.

3.3.2.9.3 Provide on-going support, updates, and maintenance as required

3.3.2.10 General Networking: Vendor will perform and maintain network setup as follows:

3.3.2.10.1 Create initial VLANs including a DMZ with initial routing and access control lists per Agency needs.

3.3.2.10.2 Provision virtual machines on VLANs.

3.3.2.10.3 Establish network address translations between public IP addresses and DMZ hosts.

3.3.2.10.4 Provide on-going support, updates, and maintenance as required

3.3.2.11 Firewall Service: Vendor will perform initial firewall setup as follows:

3.3.2.11.1 Setup firewall with threat intelligence and malicious IP/domain filtering.

3.3.2.11.2 Setup event logging.

3.3.2.11.3 Create initial filtering rules based on Agency needs.

3.3.2.11.4 Provide on-going support, updates, and maintenance as required

3.3.2.12 Load Balancing Service: Vendor will perform initial load balancer setup as follows:

3.3.2.12.1 Setup initial load balancing for externally facing presentation servers.

3.3.2.12.2 Setup initial load balancing for internal server-to-server connections.

3.3.2.12.3 Setup health probes for initial scenarios.

3.3.2.12.4 Setup event logging.

3.3.2.12.5 Provide on-going support, updates, and maintenance as required

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3.3.2.13 Backup Service: Vendor will perform initial configuration of the backup services for all systems listed above including:

3.3.2.13.1 Setup any backup software or agents required for performing backups.

3.3.2.13.2 Create an initial schedule for automatic backups per the State's needs.

3.3.2.13.3 Provide on-going support, updates, and maintenance as required

3.4 Security: Vendors must agree to terms and conditions provided in State of West Virginia Software as a Service Cloud Addendum, attached to this solicitation.

3.5 Scalability: The Agency requires a scalable solution that will accommodate any increased growth in storage and/or compute power.

3.5.1 The Agency must have the ability to acquire additional storage to support the above solutions per fifty (50) Gigabytes unit.

3.5.2 The Agency must have the ability to acquire additional computer to support the above solutions per one (1) CPU unit.

3.5.3 The Agency must have the ability to acquire additional RAM to support the above solutions per one (1) Gigabyte unit.

3.6 Licenses: The Agency will not bring any licenses from current systems to this project. Any software or licenses required will need to be provided by the vendor for this project as part of its bid.

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a monthly cost for the infrastructure, a unit cost for scalability, and an hourly rate for professional services. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.S.Chambers@wv.gov

5. ORDERING AND PAYMENT:

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

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within fifteen (15) working days after orders are received. Vendor shall deliver emergency orders within ten (10) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard

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order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

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

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

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

7.2.1 Immediate cancellation of the Contract.

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

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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

Contract Manager: Deonte J. Watters, CCMAP
Telephone Number: 757-412-4362
Fax Number: 757-412-1060
Email Address: dwatters@mythics.com

Software as a Service Addendum

1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Termination and Suspension of Service:

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

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

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

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

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

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

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

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

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

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

14. Security:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

Name of Agency: _____

Name of Vendor: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: _____

Name of Agency: West Virginia Office of Technology

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes
No
2. If yes to #1, does the restricted information include personal data?
Yes
No
3. If yes to #1, does the restricted information include non-public data?
Yes
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes
No
5. Provide name and email address for the Department privacy officer:
Name: Jennelle Jones
Email address: Jennelle.H.Jones@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: _____
Email address: _____
Phone Number: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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 exceed 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: (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, 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: Mythics, Inc.

Authorized Signature: *Dennis J. Walker* Date: 5/26/2021

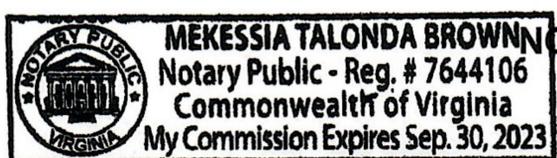
State of Virginia

County of Virginia Beach, to-wit:

Taken, subscribed, and sworn to before me this 26th day of May, 2021.

My Commission expires SEPTEMBER 30, 2023

AFFIX SEAL HERE



NOTARY PUBLIC *Mekessia Talonda Brown*

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Mythics, Inc. Address: 4525 Main Street, Suite 1500
Virginia Beach, VA 23462

Name of Authorized Agent: Deonte J. Watters, CCMAP Address: 4525 Main Street, Suite 1500, Virginia Beach, VA 23462

Contract Number: TBD Contract Description: Tax Infrastructure

Governmental agency awarding contract: Department of Administration, Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Deonte J. Watters Date Signed: 5/26/2021

Notary Verification

State of VIRGINIA, County of VIRGINIA BEACH:

I, DEONTE J. WATTERS, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 26 day of MAY, 2021

Mekessia Talonda Brown
Notary Public's Signature

To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



4525 Main St., Suite 1500 Virginia
 Beach, VA 23462 Ben Landis
 Phone: 757-298-1723
 Fax: 757.412.1060
 Email: blandis@mythics.com

Company Name: West Virginia State Tax Department
 Contact: David Lawson
 E-mail Address: David.B.Lawson@wv.gov

CS-WVTAX-0521-OCI
 5/27/2021
 8/31/2021

LICENSES AND SUPPORT

Mythics Cloud Services Agreement

Data Center Region: North America					
Item Nbr	Oracle Product Description	Service Term-Months	Service Metric	Service Quantity	Funded Allocation Value
1	Oracle PaaS & IaaS Universal Credits - # B88206	12 months	Monthly Universal Cloud Credits	1046729	\$808,045.00

TOTAL: YEARLY CLOUD SERVICES CONSUMPTION \$808,045.00

BUFFER PERCENTAGE TO BE APPLIED 0%

REQUIRED YEARLY UNIVERSAL CREDIT QUANTITY \$808,045.00

Applicable State taxes will be added unless an exemption is provided

TOTAL \$808,045.00

Additional Information:

This quotation is an invitation for you to offer to purchase products and services from Mythics. Your order is subject to Mythics' acceptance.

Mythics DUNS#: 013358002
 Mythics Fed Tax ID# 54-1987871
 CAGE CODE: 1TA34

NAIC: 423430

Support services are provided under Oracle's then current Cloud Hosting and Delivery Policies located at: <http://www.oracle.com/us/corporate/contracts/ocloud-hosting-delivery-policies-3089853.pdf>

*** Upon notice of the award, Mythics will work to ensure all latest Funded Allocation Model Terms and Conditions will be incorporated below.**

In reliance on your order, Mythics will issue a non-cancellable order with its supplier for the Cloud Services ordered. Therefore all orders are non-cancellable.

By confirming, referencing or placing an order based on this quote, you are agreeing that the Cloud Services being purchased requires no transfer of tangible property.

No Auto-Renewal:

Notwithstanding any statement to the contrary in the Service Specifications, You expressly agree that the Services acquired under this order will not auto-renew.

Funded Allocation Model and Additional Fees for Any Increased Usage/Capacity

a. Funded Allocation Model

Under the "Funded Allocation Model", Oracle allows You the flexibility to fund for an annual amount (the "Funded Allocation Value") specified in Your order with Mythics, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order with Mythics or as seen in the Cloud Portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. Mythics will invoice You monthly in arrears based on Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

b. Additional Fees for Any Increased Usage/Capacity.

As described in the Oracle PaaS and IaaS Universal Credits - Service Descriptions document available at <http://www.oracle.com/contracts>, You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If You have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. You must pay for such excess usage of the Oracle IaaS and PaaS Cloud Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

c. Additional Services.

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

d. Replenishment of Account at End of Services Period.

If You are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle IaaS and PaaS Cloud Services, You will be charged for the actual usage of all Cloud Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at https://cloud.oracle.com/en_US/pricing. Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order (or modification of Your existing order), You will receive the Cloud Services category discounts specified in the rate card attached to Your new order (or modification of Your existing order) or as seen in the Cloud Portal.

Data Center Region Availability for UCM: Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS)

Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>.

Purchasing Instructions:

Please reference Mythics Estimate Number CS-WVTAX-0521-OCI and include the following statements in your order:

1. This order is placed pursuant to the terms and conditions of :

MCSA-PS v0118

2. Payment Terms:

Cloud Services: Quarterly in arrears

Fax order to 757-412-1060 or email to blandis@mythics.com

OCI IaaS/PaaS Sizing

Product Description	Metric	Part # / SKU#	Data Center Region (Select an option from drop-down list)	Quantity	Multiplier*	Monthly Quantity (Monthly Capacity)	Term (Months)	Unit Price	Discount	Net Price	Net FAM Value
Oracle Cloud Infrastructure - Compute - Standard - E4	OCPU/Hr	B93113	US Government	120	744	89,280	12	0.0250	25%	\$0.01875	\$20,088.00
Oracle Cloud Infrastructure - Compute - Standard - E4 - Memory	GB/Hr	B93114	US Government	1320	744	982,080	12	0.0015	25%	\$0.00113	\$13,258.08
Oracle Cloud Infrastructure - Compute - Windows OS	OCPU/Hr	B88318	US Government	112	744	83,328	12	0.0920	0%	\$0.09200	\$91,994.11
Oracle Cloud Infrastructure - FastConnect 1 Gbps	Port Hr	B88325	US Government	2	744	1,488	12	0.2125	25%	\$0.15938	\$2,845.80
Oracle Cloud Infrastructure - Load Balancer Base	Loadbalancer/Hr	B93030	US Government	5	744	3,720	12	0.0113	25%	\$0.00848	\$378.32
Oracle Cloud Infrastructure - Load Balancer Bandwidth	MBPS/Hr	B93031	US Government	1500	744	1,116,000	12	0.0001	25%	\$0.00008	\$1,004.40
Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition	OCPU/Hr	B90570	US Government	4	744	2,976	12	0.4301	25%	\$0.32258	\$11,519.80
Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition Extreme Performance	OCPU/Hr	B90572	US Government	64	744	47,616	12	1.3441	25%	\$1.00808	\$576,005.99
Oracle Cloud Infrastructure - Compute - Microsoft SQL Standard	OCPU/Hr	B91373	US Government	10	744	7,440	12	0.3700	25%	\$0.27750	\$24,775.20
Oracle Cloud Infrastructure - File Storage Volume	Gigabyte Storage Capacity Per Month	B89057	US Government	2048	1	2,048	12	0.3000	25%	\$0.22500	\$5,529.60
Oracle Cloud Infrastructure - Block Volume Storage - Government	Gigabyte Storage Capacity Per Month	B91961	US Government	38096	1	38,096	12	0.0255	25%	\$0.01913	\$8,743.03
Oracle Cloud Infrastructure - Block Volume Performance Units - Government	Performance Units Per Gigabyte Per Month	B91962	US Government	380960	1	380,960	12	0.0017	25%	\$0.00128	\$5,828.69
Oracle Cloud Infrastructure - Object Storage - Storage	Gigabyte Storage Capacity Per Month	B91628	US Government	190480	1	190,480	12	0.0255	25%	\$0.01913	\$43,715.16
Oracle Cloud Infrastructure - Object Storage - Requests	10,000 Requests per Month	B91627	US Government	3810	1	3,810	12	0.0034	25%	\$0.00255	\$116.59
Oracle Cloud Infrastructure - Outbound Data Transfer	Gigabyte Outbound Data Transfer per month	B88327	US Government	5120	1	5,120	12	0.0085	25%	\$0.00638	\$391.68
Oracle Cloud Infrastructure - Logging - Storage	Gigabyte Log Storage/Month	B92593	US Government	4096	1	4,096	12	0.0500	25%	\$0.03750	\$1,843.20
Oracle Cloud Infrastructure Service - Email Delivery	1000 Emails sent	B88523	US Government	10	1	10	12	0.0850	25%	\$0.06375	\$7.65
PaaS/IaaS Base Term Total											\$808,045.30

Note:

*Quantity entered for Services with a "Per Hour" usage metric will be converted using the "Per Month" multiplier. Oracle considers 744 hours to be in a month. The published price list values should be multiplied.