



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 8

List View

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

Procurement Folder: 744476

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0702

Vendor ID: VS0000018125

SO Doc ID: TAX2000000017

Legal Name: AHEAD LLC

Published Date: 7/9/20

Alias/DBA:

Close Date: 7/23/20

Total Bid: \$16,922.29

Close Time: 13:30

Response Date: 07/23/2020

Status: Closed

Response Time: 13:01

Solicitation Description: Addendum
Cloud Infrastructure

Total of Header Attachments: 8

Total of All Attachments: 8



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 744476
Solicitation Description : Addendum
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-23 13:30:00	SR 0702 ESR07232000000000365	1

VENDOR
VS0000018125 AHEAD LLC

Solicitation Number: CRFQ 0702 TAX2000000017

Total Bid : \$16,922.29 **Response Date:** 2020-07-23 **Response Time:** 13:01:04

Comments:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cloud Infrastructure	1.00000	LS	\$16,922.290000	\$16,922.29

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description : Please see attached specifications
 Cloud Infrastructure per the attached Exhibit A Pricing Page
 Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in

Comments: Please see attached Exhibit A Pricing Page and included documentation

Exhibit A - Pricing Page
Cloud Infrastructure

Item Spec #	Part Number	Item Description	Service Term	Bid item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est. Quantity	Unit Cost	Extended Cost
3.1.1.1.7		Database Cloud Service - Enterprise Edition	12 Months	AWS RDS Oracle Instance - db.m5.16xlarge (64 vCPUs, 256 GB, 20 Gbps) NOTE: Instance Only; Oracle EE Requires Bring Your Own License (BYOL)	OCPU Per Hour	8	\$6.560	\$4,788.80
3.1.1.1.15		Compute - Virtual Machine Standard	12 Months	AWS Database Migration Service runs on an EC2 instance, in continous replication mode, to keep the backup Oracle instance up-to-date. The proposed solution is: 1 x dms.r4.4xlarge (16 vCPUs, 122 GB Memory) and 100 GB of SSD	OCPU Per Hour	2	\$1.790	\$1,306.70
3.1.1.1.15.5		Compute - Windows OS	12 Months	AWS EC2 Instance with Windows Licensing Included - r5large (2 vCPUs, 16 GB RAM, 10 Gpbs	OCPU Per Hour	2	\$7.287	\$5,319.17
3.1.1.1.8		Block Volume	12 Months	AWS Standard EBS Volume - An Amazon EBS volume is a durable, block-level storage device that you can attach to one instance or to multiple instances at the same time. You can use EBS volumes as primary storage for data that requires frequent updates, such as the system drive for an instance or storage for a database application.	Gigabyte Storage Capacity per Month	4096	\$0.120	\$491.52
3.1.1.1.4		Outbound Data Transfer - First 10 terabytes per month	12 Months	AWS Standard Data Transfer Rates for traffic destined "to the Internet" - 0 - 10 TBs priced at \$0.155/GB	Gigabyte Outbound Data Transfer Per Month	1024	\$0.155	\$158.72
3.1.1.1.6.1		Outbound Data Transfer - Over 10 terabytes per month	12 Months	AWS Standard Data Transfer Rates for traffic destined "to the Internet" - 10+ TBs up to 40 TBs	Gigabyte Outbound Data Transfer Per Month	1024	\$0.155	\$117.76
3.1.1.1.9		Object Storage	12 Months	AWS S3 Standard "Object Storage"	Gigabyte Storage Capacity Per Month	6144	\$0.039	\$239.62
3.1.1.1.10		Object Storage Requests	12 Months	Requests to "Object Storage" do not have a direct cost as these costs are part of "Data Transfer"	10,000 Requests Per Month	1,000	\$0.000	\$0.00
3.1.1.1.17		Training		AHEAD Documentation and Training Video covering the Database Migration Service (DMS) replication capabilities	Lump Sum	1	\$4,500.000	\$4,500.00
							Total Bid Amount	\$16,922.29

The Pricing Page 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 guaraanteed or implied.



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 744476

Doc Description: Cloud Infrastructure

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-25	2020-07-16 13:30:00	CRFQ 0702 TAX2000000017	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

AHEAD
 401 N Michigan Avenue, 34th floor
 Chicago, IL 60611
 (312) 924-4492

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Signature X

FEIN # 20-8476250

DATE 23 July 2020

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service per the terms and conditions and specifications as attached

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud Infrastructure	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Please see attached specifications

Cloud Infrastructure per the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

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 01/09/2020

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: July 7, 2020 at 9:00 PM (EDT)

Submit Questions to: Joseph Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Joseph.E.HagerIII@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: Joseph Hager
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME: 1:30 PM (EDT)
FAX NUMBER: (304)558-3970

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 an Expression or Interest or 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: July 16, 2020 at 1:30 PM (EDT)

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 extends for a period of One (1) year(s).

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

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that 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. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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: \$1,000,000.00 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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.requisitions@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.

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)
 Mike Armbrust, Managing Director

 (Printed Name and Title)
 5181 Natorp Blvd, Suite 110, Mason, OH 45040

 (Address)
 330-338-5216

 (Phone Number) / (Fax Number)
 Mike.Armbrust@thinkahead.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.

AHEAD

 (Company)



 (Authorized Signature) (Representative Name, Title)

 Mike Armbrust, Managing Director

 (Printed Name and Title of Authorized Representative)

 23 July 2020

 (Date)

 330-338-5216

 (Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

AHEAD

Company _____



Authorized Signature _____

23 July 2020

Date _____

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service.

The Tax Division currently operates its Integrated Assessment System application on Oracle Enterprise Edition 12c version 12.1. Tax is seeking to enter into a contract with a Cloud Service Provider to acquire a disaster recovery target site in the cloud. A replication tool will be needed to synchronize data from the Agency production system to the cloud system and restore the data to the on-premise system after a disaster event. The cloud-based system should be capable of supporting the assessment application after a fail-over and until the on-premise system is returned to production.

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 “**FedRAMP**” means Federal Risk and Authorization Management Program which is a standardized approach to security, authorization, and continuous monitoring for cloud products and services.
 - 2.5 “**EXPDP**” stands for Data Pump Export which is a utility for unloading data and metadata into a set of operating system files called a dump file set.
 - 2.6 “**IMPDP**” stands for Data Pump Import which is a utility for loading an export dump file set into a target system.
 - 2.7 “**RMAN**” is a backup a recovery manager supplied for Oracle databases that provides database backup, restore, and recovery capabilities addressing high availability and disaster recovery concerns.

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Cloud Infrastructure for Disaster Recovery

- 2.8 “FAIL-OVER” is promoting the disaster recovery system to be the production master during a disaster event at the on-premise production site.
- 2.9 “FAIL-BACK” is the returning of the production master state back to the on-premise system at the conclusion of a disaster event.

3. GENERAL REQUIREMENTS:

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

3.1.1 Cloud Infrastructure Service

- 3.1.1.1 All components must be hosted in a FedRAMP certified data center.
- 3.1.1.2 All components must be isolated from other customers.
- 3.1.1.3 Must support secure VPN access to all components included on bid from the Agency network.
- 3.1.1.4 Must include a minimum of ten (10) terabytes of outbound data transfer per month
- 3.1.1.5 Must include unlimited inbound data transfer
- 3.1.1.6 Must include a summary of potential charges for variable use items such as:
- 3.1.1.6.1 Outbound data transfer
 - 3.1.1.6.2 Extra storage
 - 3.1.1.6.3 Storage access
 - 3.1.1.6.4 Additional virtual machines
- 3.1.1.7 Service must include eight (8) cores of fully licensed Oracle Database Server Enterprise Edition 12c version 12.1 or Equal.

REQUEST FOR QUOTATION
Cloud Infrastructure for Disaster Recovery

- 3.1.1.8 Must have a minimum of four (4) terabytes of disk space for storage of database objects, tablespaces, indexes, transaction logs, etc.
- 3.1.1.9 Must have a minimum of six (6) terabytes of disk space for other object storage.
- 3.1.1.10 Must provide pricing for object storage requests if applicable.
- 3.1.1.11 Must have Transparent Data Encryption and data encryption at rest.
- 3.1.1.12 Must have vendor provided means for replicating between the cloud and on-premise database systems with the following features.
 - 3.1.1.12.1 Ability to synchronize the on-premise production database with the cloud-based standby database without interrupting the production system. This function should include the initial replication, continuous synchronization, and recovery from communications outages.
 - 3.1.1.12.2 Ability to promote the cloud-hosted database to be the production system in case of failure of the on-premise system, i.e. fail-over.
 - 3.1.1.12.3 Ability to replicate the cloud-hosted database back to the on-premise system after a disaster recovery, i.e. fail-back.
 - 3.1.1.12.4 Ability to run standard Oracle 12c tools such as RMAN, IMPDP, and EXPDP against the cloud-hosted database when it has been promoted to production.
- 3.1.1.13 All patches and upgrades of database software must be included and to be completed by the Vendor.
- 3.1.1.14 Vendor must perform weekly full backups of the cloud-hosted database and a minimum of nightly incremental backups.

REQUEST FOR QUOTATION
Cloud Infrastructure for Disaster Recovery

- 3.1.1.15 In addition to the database server, vendor must provide one (1) virtual machine.
 - 3.1.1.15.1 Virtual machine must be industry standard 64-bit architecture (x64).
 - 3.1.1.15.2 Must have a minimum of two (2) CPUs.
 - 3.1.1.15.3 Must have a minimum of sixteen (16)GB of RAM.
 - 3.1.1.15.4 Must have a minimum of one (1) TB of disk storage.
 - 3.1.1.15.5 Must support agency provided disk image for operating system install.
- 3.1.1.16 Any tools required for the current on-premise system to participate in the required replication to and from the standby cloud system must be provided by the vendor as part of this bid.
- 3.1.1.17 Must provide training and support to perform the following tasks:
 - 3.1.1.17.1 Perform any required software upgrade or additional software installation on the current Agency owned Oracle 12c version 12.1 Enterprise Edition Production server to participate in the synchronization and replication.
 - 3.1.1.17.2 Maintaining the synchronization/replication connection between the two systems and performing required tasks such as startup, shutdown, fail-over, and fail-back.
 - 3.1.1.17.3 Training materials should be electronic and openable using standard Microsoft Office 365 tools or Adobe Acrobat Reader.
 - 3.1.1.17.4 Support may be provided via electronic means such as phone, email, screen-share, or web-chat.

3.1.1.18 Alternative 'Or Equal' Submission

3.1.1.18.1 Contract item if bidding an “or Equal” product will not require the purchase of any additional software or hardware for implementation. If Vendor is submitting an or Equal product this information must be provided at the time of submitting bid response. Any documentation supporting such should be submitted with bid response.

3.1.1.19 Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

3.1.2 Interconnectivity with Other Cloud Platforms

3.1.2.1 Cloud hosting solution proposed must have at least 1 interconnection agreement with another cloud hosting provider such that workloads can be distributed between the providers based on technologies used.

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 completing Exhibit A. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

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

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. If Vendor is submitting bid online Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

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 7 calendar days after orders are received. Vendor shall deliver emergency orders within 1 calendar day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the

Agency's discretion.

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

7. VENDOR DEFAULT:

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

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

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

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

REQUEST FOR QUOTATION
Cloud Infrastructure for Disaster Recovery

- 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: Mike Armbrust, Managing Director
Telephone Number: 330-338-5216
Fax Number: 800-294-5141
Email Address: Mike.Armbrust@thinkahead.com

**Exhibit A - Pricing Page
Cloud Infrastructure**

Item Spec #	Part Number	Item Description	Service Term	Bid Item Description and Product Number for Or Equal Product Submission	Service Metric/ Unit of Measure	Est.Quantity	Unit Cost	Extended Cost
3.1.1.7		Database Cloud Service - Enterprise Edition	12 Months		OCPU Per Hour	8		
3.1.1.15		Compute - Virtual Machine Standard	12 Months		OCPU Per Hour	2		
3.1.1.15.5		Compute - Windows OS	12 Months		OCPU Per Hour	2		
3.1.1.8		Block Volume	12 Months		Gigabyte Storage Capacity per Month	4096		
3.1.1.4		Outbound Data Transfer - First 10 terabytes per month	12 Months		Gigabyte Outbound Data Transfer Per Month	1024		
3.1.1.6.1		Outbound Data Transfer - Over 10 terabytes per month	12 Months		Gigabyte Outbound Data Transfer Per Month	1024		
3.1.1.9		Object Storage	12 Months		Gigabyte Storage Capacity Per Month	6144		
3.1.1.10		Object Storage Requests	12 Months		10,000 Requests Per Month	1,000		
3.1.1.17		Training			Lump Sum	1		
							Total Bid Amount	



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: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

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: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, 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 _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 744476

Doc Description: Cloud Infrastructure

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-25	2020-07-16 13:30:00	CRFQ 0702 TAX2000000017	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 AHEAD
 401 N Michigan Avenue, 34th floor
 Chicago, IL 60611
 (312) 924-4492

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Signature X  FEIN # 20-8476250 DATE 23 July 2020

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

ADDITIONAL INFORMATION:

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service per the terms and conditions and specifications as attached

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud Infrastructure	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Please see attached specifications

Cloud Infrastructure per the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

TAX2000000017	Document Phase Final	Document Description Cloud Infrastructure	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 744476

Doc Description: Addendum

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-09	2020-07-23 13:30:00	CRFQ 0702 TAX2000000017	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:
 AHEAD
 401 N Michigan Avenue, 34th floor
 Chicago, IL 60611
 (312) 924-4492

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Signature X  FEIN # 20-8476250 DATE 23 July 2020

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

ADDITIONAL INFORMATION:

Addendum

Addendum #1 Issued to publish and distribute the attached information to the vendor community

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service per the terms and conditions and specifications as attached

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud Infrastructure	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Please see attached specifications

Cloud Infrastructure per the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

TAX200000017	Document Phase Final	Document Description Addendum Cloud Infrastructure	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

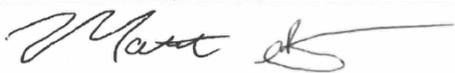
Proc Folder: 744476
 Doc Description: Addendum
 Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-09	2020-07-23 13:30:00	CRFQ 0702 TAX2000000017	2

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

VENDOR
 Vendor Name, Address and Telephone Number:
 AHEAD
 401 N Michigan Avenue, 34th floor
 Chicago, IL 60611
 (312) 924-4492

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Signature X  FEIN # 20-8476250 DATE 23 July 2020

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

ADDITIONAL INFORMATION:

Addendum

Addendum #1 Issued to publish and distribute the attached information to the vendor community

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the Tax Division to establish an open-end contract for Cloud Infrastructure service per the terms and conditions and specifications as attached

INVOICE TO		SHIP TO	
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748		INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M	
CHARLESTON	WV25339-1748	CHARLESTON	WV 25301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cloud Infrastructure	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
43212200			

Extended Description :

Please see attached specifications

Cloud Infrastructure per the attached Exhibit A Pricing Page

Please note: Vendor must provide Exhibit A Pricing Page with their submitted bid response. Failure to do so will result in disqualification of your bid.

Quantities listed on the Exhibit A pricing page are estimates only. Actual quantities may differ.

SOLICITATION NUMBER: CRFQ 0702 TAX2000000017

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Publishing Agency responses to vendor questions
2. Modify Bid Opening Date: Original Date & Time: 07/16/2020 @ 1:30 PM
 New Date & Time: 07/23/2020 @ 1:30 PM

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

Terms and Conditions:

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

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ TAX20000000'

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

AHEAD

Company



Authorized Signature

23 July 2020

Date

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

RFI: Questions from vendors for TAX20*17 Cloud Infrastructure

Question 1

What environment are you currently running Oracle?

Oracle 12c version 12.1 Enterprise Edition

Oracle Enterprise Linux 7

Single Virtual Server running on VMWare ESXi 6.5

4x2 CPU cores, 3.2 GHz

384 Gigabytes RAM

128 GB Boot drive

256 GB Oracle Install

1 TB Data

1 TB Index

1 TB Workspace

Question 2

Is it a virtualized environment or a physical server environment?

Virtual

Question 3

If it is a virtualized environment, what software is used? Can you provide details on the current environment?

VMWare ESXi 6.5

Question 4

Will the State of WV be extending the due date passed July 16th?

Yes. New Bid Closing Date will be July 23rd, 2020 @ 1:30 PM

Question 5

Do you have any existing AWS infrastructure within the WV State Tax Dept? If Yes, could you please provide details.

No

Question 6

Does WV Tax Dept want AWS certification course training included in the proposal? Our standard certification suggestion is AWS Solution Architect courses that can be delivered remotely, on demand or in classroom.

Yes

Question 7

Would you like FED RAMP high or moderate? (3.1.1.1)

High

Question 8

Are you okay with us making assumption's around potential charges such as Outbound data transfer, Extra Storage, Storage Access and Virtual machines? (3.1.1.6.1 through 3.1.1.6.4)

Yes, but these assumptions must be documented.

Question 9

Are you currently leveraging any legacy hardware into the BCDR (*business continuity and disaster recovery*) Solution? Or would WV Tax Dept like a native AWS BCDR Solution? (3.1.1.12)

No we are not.

We will use the system specified here as a DR target for our database server thus it should be able to host our database and, be connected to by our clients if needed.

Question 10

Would you like managed services provided by the awarded vendor? (3.1.1.13)

We are open to some level of managed systems. Our vision is that state DBAs and SysOps will be involved in maintaining this system as an extension to our on-premise system.

Question 11

There are several BCDR strategies customers can take based on RPO and RTO times. What is an acceptable RPO and RTO time?

We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system.

As such, we would like an RPO of 1 hour and an RTO of 8 hours.

Question 12

We have built BCDR solutions using a few different scenarios including Backup and Restore, Pilot Light, Cool Standby and Hot Standby. Could the WV Tax Dept expand on the type of scenario they are looking for?

We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.

Question 13

What is the FedRAMP certification requirement, FedRAMP moderate or FedRAMP high?

FedRAMP High

Question 14

What is the specification of the current on-premises production environment for Oracle 12c version 12.1 Enterprise Edition, i.e. RAC, Physical or Virtual, CPU/RAM/Storage, OS version?

Oracle 12c version 12.1 Enterprise Edition

Oracle Enterprise Linux 7

Single Virtual Server running on VMWare ESXi 6.5

4x2 CPU cores, 3.2 GHz

384 Gigabytes RAM

128 GB Boot drive

256 GB Oracle Install

1 TB Data

1 TB Index

1 TB Workspace

Question 15

What is the dependency and/or ancillary service associated with this production Oracle environment, i.e. Identity Management (AD/Domain Controller service), Web/App front end, transaction etc.?

The production system is an Oracle Database Server, a print server, and cluster of communications servers. We do not plan to replicate the print server or communications servers at this time.

Question 16

What is the current backup/restore/HA tool used for the on-premises production environment?

Backups are taken using two methods:

Method 1)

Daily RMAN full backups

Hourly RMAN archive logs

Method 2)

Daily EXPDP dumps

Both methods are targeted to NFS mount points.

Question 17

What is the current network topology and Internet bandwidth of the on-premises production location?

The production system is uplinked to the state data center network via a 1 Gbps link. The state data center provides firewalling/routing/Internet connectivity.

Question 18

For DR site hosted in the cloud platform, is it required to have access to OS level of the database server?

Not necessarily, however, our staff must be able (a) to manage backups and restores on the remote system, (b) to start and stop replication from the production system, (c) restore the production system from the remote system, and (d) promote the remote system to production in case of a complete disaster.

Question 19

What is the RTO/RPO requirement for the production Oracle environment?

We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.

Question 20

For 'Interconnectivity with other Cloud Platforms', if a DR site (primary) is set up in one cloud platform, is it required to have another site (secondary) set up in a different cloud platform for the same workload? What would be the purpose of this approach?

The current vision is a single DR site that replicates the database from our on-premise production system. However, the production system may be moved, at some point, to the cloud and then would need good connectivity to the DR site.

Question 21

Would this (secondary) site be required to replicate with the on-premises production environment and/or the (primary) DR site with the same RTO/RPO?

When/if we move the production system to the cloud, we can revisit RTO/RPO requirements.

Question 22

Can you define amount of the data change every day?

4.0 - 6.5 Gigabytes per day which is based on the size of transaction logs across a 24 hour period over the past two weeks.

Question 23

How much amount of data growth is expected in daily, weekly and annually?

This system is relatively static and does not have a high growth rate. Historically, it has grown < 100 GB per year.

Question 24

Are there any other third party applications hosted on current infrastructure?

No.

Question 25

Can state provide the current Oracle environmental architecture diagram and DB workflow.

No such diagram exists. There is a single Oracle server which hosts a single database. All connections are local to our data center.

Question 26

What would be the current breakdown of DB size, Transaction logs, indexes, archive log file.

Data: 670 GB

Index: 200 GB

Archive Log: 6.5 GB / day

Question 27

What are the max and min throttled data transfer expected during core business and after hours

Best estimate is the size of the transaction logs:

Business hours: 200MB – 1,500MB per hour

After hours: 10MB - 200 MB per hour

Question 28

Are there any plans for upgrading the DB software as extended support for current version is expiring in July 2021

No, we are limited by the application.

Question 29

Can you provide details on the current data encryption at rest and in transit (e.g., are you leveraging native Oracle DB encryption, what method of in transit encryption is employed?)?

The on-premise system and clients are clustered together, and no encryption is used in transit. Data is encrypted at rest by the SAN.

Question 30

Can you please define RTO and RPO requirement for expected DR Solution

We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.

Question 31

Do you expect to host any other Application system at DR location other than single VM requirement?

Not at the moment.

Question 32

Please elaborate on VPN connectivity requirements for both primary and DR sites.

There is only a single site involved, the DR site. We will need a means to do both site-to-site connections (in case of failover) and point-to-site (for DBA/SysOps) connections. VPN connection should support multi-factor authentication, allow our SysOps to create and delete users/accounts.

Question 33

Is there a dedicated direct connectivity requirement from primary location to DR location & Is there existing infrastructure in place for that today.

No requirements for direct connection. All communications will be across the Public Internet and must be encrypted.

Question 34

Are there any other compliance and Regulatory requirements (FCC/HIPPA/FCI) etc other than FEDRamp.

No.

Question 35

What will be the expected growth rate for transnational/incremental growth per day?

The system database growth has historically been < 100 GB per year.

Question 36

FedRAMP compliance can be moderate and High. Can State please clarify if FedRAMO moderate compliance will be sufficient or a FedRAMP high compliance is required

The nature of our data requires FedRAMP high.

Question 37

Can State please clarify and define what it means by "Component" with an example of a component? Most cloud infrastructures do not have physical devices/components available to tenants. Cloud components are defined by services.

We are seeking Infrastructure components hosted in the cloud, i.e. Infrastructure as a Service. Components would be virtual machines, storage LUNs, and services such as VPN.

Question 38

Can State clarify the meaning of "isolation". Does that mean State is requiring a dedicated instance or a private cloud or is the intent here different?

Our data must not be comingled with other vendor customers. Other vendor customers must not be able to access any of our data or virtual machines. We are not seeking a private cloud and we recognize that our virtual machines will be hosted in a larger environment.

Question 39

Is State requiring Site to Site Secure VPN or Remote VON capability?

Yes. We will need a means to do both site-to-site connections (in case of failover) and point-to-site (for DBA/SysOps) connections. VPN connection should support multi-factor authentication, allow our SysOps to create and delete users/accounts.

Question 40

State has not required any Cloud Security Control Services such as WAF or Scanning Services. Is State expecting Contractor to provide this as a SaaS solution that encompasses all security controls? If that is the intent then please clarify how contractor will provide and include price that fully includes all security controls?

These services are not required.

Question 41

Can State please provide maximum bandwidth it can provide to support replication and backups for uploads and at least 10TB download per month?

The Oracle system is linked to the state data center at 1 Gbps which will be the limiting factor.

Question 42

Current Oracle version supported by CSPs is Oracle Enterprise 12.1 and 12.2 minimum. Will State accept 12.2 version of Oracle Enterprise?

No.

Question 43

Will State accept Managed Oracle Database , normally referred to as RDS, as an acceptable option or is Oracle BYOL installed on a Virtual instance a requirement.

A managed Oracle instance is acceptable with these caveats:

- 1) Our data must not be comingled with other vendor customers.**
- 2) We must be able to schedule backups/restores and failover/failback.**

Question 44

Can state provide encryption requirements, type, and strength?

FIPS 140-2 encryption compliance is our standard.

Question 45

Can State clarify if 3rd party replication tool is required or does states intent is to use Oracle RMAN tool for backups and replication?

We currently use RMAN for our backups and prefer solutions built around such Oracle standard tools. There is no requirement for third-party (non-Oracle) tools.

Question 46

Can State please clarify if current on premise system uses any replication tool> If so then please provide name of the tool, and if that will be replaced by contractor tool or contractors tool will compliant it

We have/use no such third-party tools.

Question 47

Please provide all dependencies as well as connectivities of all systems that feed data to Oracle Database so that when running from cloud, it continue to inject data.

The only clients / feeds of this system are in the state data center.

Question 48

Please clarify how users and dependent application will connect database while rning from Cloud

In the case of a failover to the DR system, all connections will be database level connections from the state data center across a site-to-site VPN to the DR system.

Question 49

Please clarify who will be responsible for replicating the cloud DB to on-premise after disaster recovery? If Vendor then please clarify if State will provide full access to on-premise Oracle DB to vendor?

There are two scenarios involved here.

- 1) Minor incident – on premise system needs synced with DR: We envision that the software solution used to synchronize the two systems will handle this situation. State staff will trigger this re-sync.**
- 2) Major incident – on premise system needs rebuilt from backups. We envision drawing off a backup of the DR system and transferring it on premise to do the restore. State staff will perform the restore but may need help in re-installing any software introduced by this project to reestablish synchronization.**

Question 50

Can State provide RTO, RPO, and retention period for each daily and weekly backups?

We envision a system that uses some form of transaction log shipping to update the remote database server to within 1 hour of the production system. The remote system should be able to function as a production replacement if needed. Traffic from our datacenter would need to be routed via a point-to-point link to the remote system.

We prefer a 60 day retention period.

Question 51

Please provide information on State provided Image that contractor will use for launching virtual instance. Will that be a VMWare VDK or a different Image. Please also provide OS type and version

We will not be providing any image or software for this project.

Question 52

Please clarify if this requirement is to (a) contractor's ability to offer a second Cloud hosting service in future on a different CSP that can connect to on-premise Oracle through VPN (b) ability to provide a second Cloud hosting service in future that can connect to first/existing cloud hosted Oracle (c) a fully configured second cloud that has full Oracle 12.1 or 12.2 installed and syncing with on-premise?

The requirement for this project is a single DR site that will host a replica of our on-premise Oracle system. We are interested in what connectivity options are available should we choose to move the on-premise system to cloud as well.

Question 53

Is States intent for contractor to manage Cloud hosted Oracle and responsible for daily operation or will the State be managing that

We are open to both solutions, however, we will not be bringing any licenses or software to the project. Also, vendor must provide aid in setting up the replication / fail-over tools.

Question 54

Will state be providing and managing the Oracle DB on cloud or state expects contractor to have DBs available? If so then can State guide where to price management, resorption, monitoring, and DB management services in the Pricing?

We are open to both solutions, however, we will not be bringing any licenses or software to the project. Also, vendor must provide aid in setting up the replication / fail-over tools.

Question 55

Will the Contract be deploying, configuring and performing data migration setup and Oracle on-prem to cloud replication, synchronisation and backup setup along with failover and failback rules and configuration or will the state perform this setup? If contractor will be responsible for it then please identify where contractor will price this in the "Exhibit A

We will need help making any changes to our on-premise system to support the replication. State staff can migrate data to the DR system as needed.

Question 56

Can the state extend submission date to July 20th 9PM?

New Bid Closing Date will be July 23rd, 2020 @ 1:30 PM



CRFQ TAX200000017

Cloud Infrastructure

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July 23, 2020

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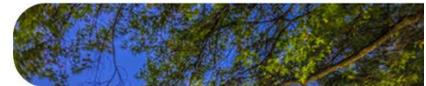


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[--Document Title--]

1. Executive Summary

West Virginia State Tax Division is headquartered in Charleston, West Virginia with regional offices across the state in Beckley, Clarksburg, Martinsburg, Parkersburg and Wheeling. The Tax Division provides customer service to both individual and business taxpayers as well as professionals who prepare taxes on behalf of their clients. The department administers more than 25 state and local taxes and fees, including more than \$25 million in local coal severance taxes, more than \$20 million in local general sales tax and more than \$10 million in local liquor sales tax. Regarding property taxes, the department oversees the administration of more than \$1.6 billion annually and works directly with 55 local county assessors. At the Tax Division, they strive to act with integrity and fairness in the administration of the tax laws of West Virginia. The Tax Division's primary mission is to diligently collect and accurately assess taxes due to the State of West Virginia in support of State services and programs.

The Tax Division is interested in soliciting a bid to establish an open-end contract for a cloud Infrastructure service. The Tax Division currently operated its Integrated Assessment Sem on Oracle Enterprise Edition 12c 12.1. Tax is seeking to enter a contract with a Cloud Service Provider to acquire a disaster recovery target site in the cloud. A replication tool will be needed to replicate data from the Agency production system to the cloud system.

AHEAD has prepared a submission leveraging a FedRAMP compliant solution from AWS based upon the requirements specified within CRFQ TAX00017 for Cloud Infrastructure.

2. Why AHEAD for West Virginia Tax

2.1. About AHEAD

AHEAD Inc. is a limited liability corporation established in 2007 and incorporated in Illinois. AHEAD currently employs 600 professionals and continues to grow rapidly.

AHEAD has hubs in Chicago, IL; Atlanta, GA; and Nashville, TN. Other locations include Birmingham, AL; Norcross, GA; Oak Brook, IL; Indianapolis, IN; Boston, MA; Detroit, MI; Minneapolis, MN; New York, NY; Charlotte, NC; Raleigh, NC; Cincinnati, OH; Columbus, OH; Memphis, TN; Dallas, TX; Madison, WI; Milwaukee, WI.

AHEAD builds platforms for digital businesses. By stitching together advances in cloud infrastructure, software delivery, automation and analytics, we help large enterprises deliver on the promise of digital transformation.

AHEAD is a current solution provider to the West Virginia Tax Department, specific to Data Center Infrastructure. AHEAD also provides IT services to several other State agencies, universities, and healthcare facilities within West Virginia.

2.2. What We Do

We build platforms for digital business.

A lot of organizations are stuck when it comes to transformation, because they haven't put the right foundation in place to support change. We aim to propel your transformation forward by doing the following things exceptionally well.

We Engineer Enterprise Cloud Infrastructure

We modernize infrastructure – helping architect, migrate, and deploy workloads across public clouds, data centers, and edge locations to meet the digital business needs of our clients. Our approach incorporates a range of technical, operational, and financial capabilities designed to enable our clients to operate with maximum efficiency, security, and reliability.

We Deliver Modern Applications

We deliver better software faster – creating cloud-native applications that drive customer-centric outcomes. Our approach combines culture, tools, and process to continuously deliver software innovation while reducing complexity, and when combined with our Intelligent Operations and Enterprise Cloud capabilities, provides end-to-end solutions for clients.

We Create Intelligent Operations

We help technology organizations run smarter – integrating leading service management, monitoring, and analytics platforms to provide preemptive controls, visibility, and automated remediation. Our approach ultimately delivers material improvements in system performance, user experience, and security across the enterprise cloud.

2.3. How We Do It

AHEAD offers a full complement of services to create and sustain your platform for digital business. From education and strategy development, to complex deployments and ongoing operational management, we've got you covered.

At every stage, we help you:

- Strike a balance between innovation and operational excellence
- Blend technological, operational, and organizational perspectives
- Take a holistic view across your IT infrastructure

Education and Enablement Services

AHEAD offers more than 70 different executive and technical briefings. Your team can use our space to explore new technologies and interact with industry experts, or we can come to your offices. Either way, you stay current on the latest enterprise cloud trends and learn the potential they hold for your business. Our briefing experience typically includes some combination of these experiences:

- Accelerated evaluation process
- Hands-on experience with emerging technologies
- Personalized sandbox environment
- Side-by-side technology comparisons
- Lab demonstrations
- Facilitated discussion of your challenges, requirements, and objectives

Strategy and Roadmap Services

When organizations look to adopt cloud solutions but lack a guiding strategy, delivery suffers and results stall. But with a proper strategy in place, you can drive alignment and achieve success.

Using a workshop-based approach, AHEAD's Strategy and Roadmap offering teaches, unites, and delivers decision makers an actionable strategy and roadmap that incorporates the following:

- Objectives and critical success factors
- Cloud-readiness assessment
- Use case and workload analysis
- Organizational alignment
- Operational models
- Economic analysis
- Billing, including chargeback or showback
- Technology alternatives
- Reference architectures
- Security, governance, and compliance
- Application profiling and rationalization
- Service and business process management

Design and Plan Services

Successful cloud service design is more complex than choosing between technology providers and product features. Architecting the services, you want to deliver with an understanding of the corresponding impact is critical.

AHEAD's Design and Plan offering leverages a collaborative, workshop-based approach to rapidly develop the business, technology, and operational processes required to deliver enterprise cloud services. This includes making key decisions around:

- Application and infrastructure architectures
- Cloud management platform
- Lifecycle management
- DevOps approach
- Blueprints and workflows
- Automation, orchestration, and configuration management
- Service catalog
- Capacity and performance management
- Investment analysis
- Data protection and disaster recovery
- Deployment planning
- Application migration planning

Deployment and Management Services

Whether you are looking to extend or get out of your data center, moving to the cloud will have a significant impact on your business. As with any IT initiative, follow-through and management beyond the initial deployment will help you ensure the success of your cloud platforms.

AHEAD's Deploy and Manage offerings accelerate your adoption of the cloud by leveraging our cloud reference architectures, pre-built IP, best practices, and the deep experience of our experts. We can help you with:

- Service management integration
- Cloud management platform deployment
- Infrastructure deployment
- Configuration management
- Blueprint and workflow development
- Automation and orchestration
- Continuous integration and delivery
- Application migration factory
- Third-party integrations
- Monitoring and log management
- "Day 2" operations
- Ongoing management and optimization
- Training
- Documentation

2.4. How We Think

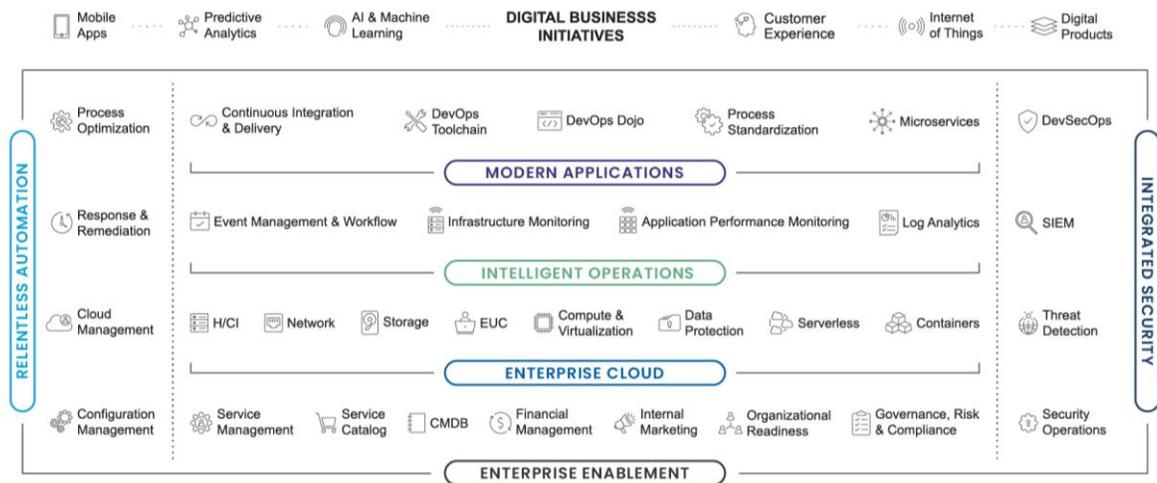
Digital business involves much more than pilots in mobility, artificial intelligence, or IoT. It involves fundamental changes in culture, communications, performance measurement, and

how work gets done. Without a foundation in place to enable all of that change, your digital efforts will stall.

AHEAD Digital Delivery Platform

We created the digital delivery platform to propel your transformation forward. It represents the components required for transformation to take hold in your business and includes a mix of technologies and practices. Consider it a reference architecture to make your own.

AHEAD Digital Delivery Platform[©]



The Five Digital Imperatives

A platform for digital business is comprised of five pillars – we call them imperatives because they’re “must have” not “nice to have.”

Relentless Automation

If you can’t automate it, ask yourself why? Always automate where it makes sense for the business, which in most cases are those hi-frequency, mundane tasks that pull resources away from more impactful work.

Intelligent Operations

Digital requires a whole new level of insights and controls. AIOps may be the ultimate end goal, but there’s a lot of progress to be made today in stitching together monitoring with log analytics, connected to event management and workflow.

Scaled DevOps

A digital business demands better software, faster – but now done at enterprise scale. And where ‘better’ includes more secure software as well.

Integrated Security

Security should be included in every conversation and project – not as roadblocks, but as guardrails that safely allow the business to move faster.

Enterprise Cloud

The IT industry is filled with competing terms – public cloud, private cloud, multi cloud, hybrid cloud, and on. But in reality, there’s only your cloud – your enterprise cloud. And for the foreseeable future, that enterprise cloud must be a mixture of on-premises and off-premises tailored to your business.

2.5. Workshops, Briefings, and Lab Access

Our clients want to explore the art of the possible, but they lack the time required to stay current on the latest digital infrastructure technologies and trends. That’s why AHEAD has invested so heavily in our briefings center and lab facilities.

Each year we host more than 300 clients to our offices for educational briefings, visioning workshops, and access to our state-of-the-art labs, to explore the possible across all facets of the digital delivery platform, from cloud strategy, to enterprise monitoring and analytics, to security operations, and the latest in data center modernization.

Visioning Workshops

These accelerated assessment and roadmap development sessions are facilitated by AHEAD principal consultants and tailored completely to your requirements. Using AHEAD frameworks as guides, we create a vision realization plan which includes a baseline assessment, high level roadmap, risk mitigation strategies, and critical success factors.

Briefings

Briefings come in two forms: Executive Briefings and Technical Briefings.

In executive briefings, we take an emerging trend and explore how its latest developments stand to affect your company, and more importantly, how you should respond. Our facilitators are experienced practitioners; not academics. They guide the discussion, outline different solution options; and share best practices.

In technical briefings, we provide a deeper examination into one of the many digital technologies that we design and implement with clients; including some of the most cutting-edge technologies just hitting the market. Our engineers review and refine your technology roadmaps and evaluate different technology choices in light of your company’s objectives.

Lab Access

Our labs serve as home to the latest digital technologies, so that you can explore their capabilities alongside our certified engineers and architects. Our labs are located in Chicago (at both our HQ and at Equinix), Nashville, and Atlanta. Lab access is designed to meet the following needs:

- New Product Demonstrations, where you get to see certain technologies in action.
- Personal Sandboxes, for deeper exploration and hands-on access for your team.
- Configurations and Upgrades, where we test either processes with you in a safe environment.
- Proof of Concepts, where we actually mimic your workloads.



2.6. Partners, Awards, and Recognition

Selective Partner Program

AHEAD sells, implements, and supports the offerings of more than sixty providers of digital platform technologies, across datacenter infrastructure, public cloud, automation, operations, security, and DevOps.

Strategic Partnerships

- AWS
- Azure
- Cisco
- DellEMC
- ServiceNow
- VMware

Core Partnerships

- AppDynamics
- Arista
- BigPanda
- Bluemedora
- Box
- Carbon Black
- Chef
- Citrix
- CloudBees
- Cloud Checkr
- Cohesity
- Commvault
- Ctera
- Cybereason
- Datadog
- Docker
- Dome9
- DUO
- Equinix
- Expanse
- F5
- GitHub
- HashiCorp
- Hitachi
- Imperva
- Infoblox
- Liquidware
- Nasuni
- NetApp
- Nutanix
- Nvidia
- Okta
- Paloalto Networks
- Proofpoint
- Puppet
- Pure Storage
- Redhat
- Riverbed
- Rubrik
- Splunk
- Sumologic
- Symantec
- Turbonomic
- Varonis
- Vast
- Veeam
- Veritas
- Zerto

Recent Awards and Recognition

2020 VMware Americas Partner of the Year Award for Service Excellence

Recognized for extraordinary performance and notable achievements in driving client success with VMware solutions.

2019 Dell Technologies Global Titanium Partner President's Circle Award

Recognized for outstanding achievements based on financial performance over the course of the fiscal year, including revenue growth, storage and services revenue.

2019 Dell Technologies Go Big – Win Big Partner of the Year (Data Center)

Recognized for overall growth of services, storage, new business and marketing excellence.

2018 Puppet Partner Solution of the Year

Recognized for contributions made to drive customer success with automation.

2018 Dell EMC Extraordinary Partner of the Year

Recognized as a top North American partner at Dell Technologies World

2017 Puppet Partner MVP, Americas

Recognized for exemplary performance in innovation/implementation and the contributions made in helping customers accelerate their journey to pervasive automation.

2016 Puppet Platinum Partner of the Year

Recognized for attaining Service Delivery Partnership status, Gold Partner Solution status, and have made automation (via Puppet Enterprise) a core component of their go-to-market strategies for delivering world class solutions.

2016 Puppet Momentum Partner of the Year

Recognized for investing in building a long-term, sustainable offering around Puppet Enterprise through multiple levels of the organization

2015 EMC US Partner of the Year

Recognized for exceeding growth expectations and demonstrating a commitment to excellence through innovation and thought leadership to support joint business goals.

2015 EMC Americas Converged Infrastructure Partner of the Year

Recognized for providing customers with the most modernized and comprehensive data center management solutions, comprised of blocks, racks, appliances, and solutions.

2015 VMware Americas Solution Provider Partner of the Year

Awarded for delivering innovative Virtualization and Cloud technologies.

2015 Cisco Architectural Excellence – Data Center Partner of the Year

Recognized for innovation in creating and delivering data center solutions.

2015 VCE Global Partner of the Year

Acknowledged for excellence in driving IT transformation with VCE converged infrastructure.

2.7. Our Mission

To Learn, Grow, and Achieve

Most companies write a mission statement to explain their reason for being.

We put a different twist on a mission statement. To us, it's why we love what we do. We love learning together, growing together, and achieving results together. This means professionally and personally, and doing so together with our peers, our partners, and our customers.

We believe in the concept so much that we made it our tagline.

2.8. Our Commitment to Clients

To Be Easy To Do Business With

Our team members are empowered to make decisions, and don't have to navigate layers of red tape in order to help clients succeed. We'll continue to grow, but we won't act like a big company.

To Provide the Top Problem Solvers

Our engineers are experienced practitioners, providing the frameworks and IP that accelerate timelines and help realize successful outcomes. And if we align with a technology provider, we'll be in their top tier of partners.

To Deliver Memorable Experiences

Expertise may set us apart, but passion puts us ahead. We aim to deliver value beyond what's specified in the contract, and to always bring energy and creativity to the table. It never hurts to have fun along the way.

Cloud Infrastructure Services Response

1. FedRAMP Certified Data Center

AWS offers the following FedRAMP compliant systems that have been granted authorizations:

AWS GovCloud (US), which has been granted a JAB P-ATO and multiple ATOs for high impact level. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the [AWS Services in Scope by Compliance Program](#).

AWS US East/West, which has been granted a JAB P-ATO and multiple ATOs for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at moderate baseline security categorization can be found within the [AWS Services in Scope by Compliance Program](#).

For the purposes of this response, the AWS and AHEAD team assume high baseline security categorization, and have priced the solution as such.

2. Isolation from Other Customers

AWS Cloud services and features that provide logical separation are enough to meet most security requirements, despite legacy requirements for physical separation. Amazon VPC, for example, allows you to define and provision your own logically isolated section of the AWS Cloud. Amazon VPC provides a networking layer for Amazon EC2, a service that provides compute capacity within the AWS Cloud. Your VPC is logically separated from other virtual networks on the AWS Cloud, and it allows you to launch your resources into an IP address range that you determine.

Within your VPC, you can create subnets, each with an associated route table. You can configure these route tables to control network traffic. You can attach an internet gateway to your VPC, allowing your Amazon EC2 instances to communicate with the public internet. You can also create private subnets that only allow your Amazon EC2 instances to communicate with each other. [Our Amazon VPC User Guide](#) provides several example scenarios for building both public and private subnets.

In addition, AWS offers services like [VPC Peering](#), [AWS Transit Gateway](#), and [AWS PrivateLink](#), which allow your VPCs to communicate with each other and with your other services on the AWS Cloud both securely and privately.

3. Secure VPN Access Support

The Amazon VPC VPN endpoints in the AWS GovCloud (US) Regions operate using FIPS 140-2 validated cryptographic modules. If you require use of FIPS 140-2 validated cryptographic modules when accessing AWS US East/West or AWS GovCloud (US) through use of the CLI or programmatically by using the APIs, the list of available FIPS endpoints by AWS Region can be found on our [FIPS Publication 140-2](#) page.

When protecting your data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common best practice. AWS Cloud services provide HTTPS endpoints using TLS for communication, thus providing encryption in transit when communicating with the AWS APIs. You have full control over your computing resources to implement encryption in transit across your services. Additionally, the [AWS Certificate Manager \(ACM\)](#) service provides you the ability to manage and deploy public and private certificates for your workloads. You can also leverage virtual private network (VPN) connectivity into your VPC or across your VPCs to facilitate encryption of traffic.

4. Outbound Data Transfer Per Month

Outbound Data Transfer is billed as a variable rate based on monthly consumption. For this example, 10 Terebytes per month transferred from AWS GovCloud to the Internet is \$912.51. Here is the calculation:

10 Teabytes (10,239 GBs) x \$0.09 USD per GB = \$921.51

5. Unlimited Inbound Data Transfer

There are no charges for “Inbound Data Transfer”

6. Summary of Potential Charges for Variable Use Items

All of AWS' services are metered rates, so clients only pay for what they use. There are also multiple configurations available, so for demonstration purposes, the most common configuration has been used to demonstrate possible variable charges (see below).

6.1. Outbound Data Transfer

\$0.15 per GB

Variable rate for Outbound Data Transfer, to the Internet, starts at \$0.15 per Gigabyte in the US-East GovCloud Region

6.2. Extra Storage

\$0.04 per GB for S3 or \$0.12 per GB gp2 EBS-volumes, which are attached to EC2 instances

Standard S3 Storage starts at \$0.04 per Gigabyte

Standard EBS Storage starts at \$0.12 per Gigabyte

6.3. Storage Access

There are no charges or fees associated with accessing storage. Charges are only incurred when storage is moved or transferred.

6.4. Additional Virtual Machines

AWS RDS Configuration Name	Configuration Options (vCPU, RAM, Network)	Hourly Rate for Instance (No Oracle Licensing)	Monthly Rate (730 Hours per Month)
db.m5.16xlarge	64 vCPUs, 256 GB, 20 Gbps	\$ 6.560000	\$ 4,788.80
db.m5.24xlarge	96 vCPUs, 384 GB, 25 Gbps	\$ 9.840000	\$ 7,183.20
db.r5.16xlarge	64 vCPUs, 512 GB, 20 Gbps	\$ 8.976000	\$ 6,552.48
db.r5.24xlarge	96 vCPUs, 768 GB, 25 Gbps	\$13.464000	\$ 9,828.72
db.x1.16xlarge	64 vCPUs, 976 GB, 10 Gbps	\$ 13.445000	\$ 9,814.85
db.x1.32xlarge	128 vCPUs, 1952 GB, 25 Gbps	\$ 26.890100	\$19,629.77
db.x1e.16xlarge	64 vCPUs, 1952 GB, 10 Gbps	\$ 26.880000	\$19,622.40
db.x1e.32xlarge	128 vCPUs, 3904 GB, 25 Gbps	\$ 53.760000	\$39,244.80

There are numerous configuration options available on the AWS platform.

7. Oracle Database Server Enterprise

AWS Relational Database Service ("RDS") is available in many different configurations with Enterprise 12c and a minimum of eight (8) cores. Here are the specific configurations:

NOTE: This table only includes instances with a minimum of eight (8) cores, supports Oracle EE 12c or equal via BYOL (bring your own license), and available as On-Demand, hourly. Additional options are available, including "AWS included Oracle licensing", based on Reserved Instances (commitment of 12-months or 36-months which includes infrastructure and Oracle EE licensing).

8. Database Instances Support

AWS's RDS services is very flexible and can accommodate many configurations. If needed, a single instance, or Engine, can run multiple databases. Further, if multiple engines are desired, then two separate RDS engines can be configured.

9. Disk Space

AWS's DRS service can easily accommodate four (4) terabytes of disk space as well as additional Provisioned IOPS to match the use case that is needed.

10. Object Storage Disk Space

AWS provides S3 storage, or “object storage”, with enough capacity to accommodate these needs. A single S3 bucket has a maximum capacity of 5 Terabytes, so it's best practice to divide the workload up into multiple S3 buckets, based on each unique use case desired. S3 Standard offers high durability, availability, and performance object storage for frequently accessed data. Because it delivers low latency and high throughput, S3 Standard is appropriate for a wide variety of use cases, including cloud applications, dynamic websites, content distribution, mobile and gaming applications, and big data analytics. S3 Storage Classes can be configured at the object level and a single bucket can contain objects stored across S3 Standard, S3 Intelligent-Tiering, S3 Standard-IA, and S3 One Zone-IA. You can also use S3 Lifecycle policies to automatically transition objects between storage classes without any application changes.

Key Features:

- Low latency and high throughput performance
- Designed for durability of 99.999999999% of objects across multiple Availability Zones
- Resilient against events that impact an entire Availability Zone
- Designed for 99.99% availability over a given year
- Backed with the [Amazon S3 Service Level Agreement](#) for availability
- Supports SSL for data in transit and encryption of data at rest
- S3 Lifecycle management for automatic migration of objects to other S3 Storage Classes

11. Pricing for Object Storage Requests

For Object Storage, it is recommended to leverage AWS' “S3 Standard” tier, which is used for frequently accessed data, resilient because copies are replicated to multiple Availability Zones, and designed for 99.99% availability. Pricing for S3 Standard is \$0.039 per GB for the first 50 Terabytes. In the example above, where 6 Terabytes is required, the monthly price is: \$ 239.62.

12. Transparent Data Encryption

AWS's RDS service for Oracle includes TDE and full encryption at rest.

13. Vendor Provided Means for Replication

AWS Database Migration Service helps you migrate databases to AWS easily and securely at a low cost. You only pay for the compute resources used during the migration process and any additional

log storage. Each database migration instance includes storage sufficient for swap space, replication logs, and data cache for most replications and inbound data transfer is free.

AWS Database Migration Service currently supports the T2, T3, C4, R4 and R5 instance classes (R4, T3 and R5 in limited regions). T2/T3 instances are low-cost standard instances designed to provide a baseline level of CPU performance with the ability to burst above the baseline. They are suitable for developing, configuring and testing your database migration process, and for periodic data migration tasks that can benefit from the CPU burst capability. C4, R4 and R5 instances are designed to deliver the highest level of processor performance and achieve significantly higher packet per second (PPS) performance, lower network jitter, and lower network latency. You should use C4 or R4/R5 instances if you are migrating large databases and are looking to minimize the migration time.

For this project, AHEAD is recommended the dms.r4.4xlarge (16 vCPUs, 122 GB Memory) and 100 GB of SSD locally attached. The r4 instance type delivers the highest level of processing as well as large, in-memory capabilities to keep the overall data between the primary Oracle Database and disaster recovery database synchronized.

13.1. On-Premise Production Database Synchronization

AWS' DMS solution is designed to synchronize with the on-premise production database with minimal overhead.

13.2. Offload Read-Only Workloads

Assuming that the appropriate Oracle license is leveraged, since the AWS solution for RDS requires the client to provide Oracle Enterprise Edition licensing, there are no issues with leveraging the standby instance as a read replica.

13.3. Standby Database Replication

AWS' DMS solution provides replication capabilities in either direction, as needed, so after an event, data will be replicated from the standby to the on-premise production system.

13.4. Oracle 12c Tools

AWS' RDS for Oracle services provides access to many, standard Oracle tools. Tools such as RMAN, MPDP, EXPDP, and IMPDP. In short, Oracle Data Pump options are readily available with the RDS for Oracle service. A full breakdown of commands available can be referenced here:

<https://docs.aws.amazon.com/AmazonRDS/latest/UserGuide/Appendix.Oracle.CommonDBATasks.Database.html>

14. Patching and Upgrades

All Major and Minor patches and updates are scheduled through the AWS RDS for Oracle "Maintenance" configuration tab. Client has the flexibility to choose when patches are applied to their environment. Additional details are available here:

https://docs.aws.amazon.com/AmazonRDS/latest/UserGuide/USER_UpgradeDBInstance.Maintenance.html

15. Weekly Full Database Backups

AWS' RDS for Oracle service includes flexible backup options. The solution proposed includes weekly, full backups and nightly incremental backups. Additional backups can be performed, as needed, via "Oracle DB Snapshots", which are available in the AWS Console. The first snapshot of a DB instance contains the data for the full DB instance. Subsequent snapshots of the same DB instance are incremental, which means that only the data that has changed after your most recent snapshot is saved. Additional details are outlined here:

https://docs.aws.amazon.com/AmazonRDS/latest/UserGuide/USER_WorkingWithAutomatedBackups.html

16. Virtual Machine

For this solution, AHEAD has recommended the following configuration:
1 x r5large (2 vCPUs, 16 GB RAM, 10 Gbps Network, 1,024 EBS-attached SSD Storage)

17. Replication Tools

AWS DMS Pricing has been included in the solution, referenced as "dms.r4.4xlarge".

18. Training

AHEAD will provide written documentation, for training purposes, to provide guidance on how DMS has been configured. A training video, walking through the AWS Console, will be included as well, so that additional resources can quickly come up-to-speed on how to properly use the environment.

18.1. Software Upgrade and Software Installation Training

AHEAD will work with the State of West Virginia as a time & material engagement for any software upgrades or installations needed for the database instance running on-premise.

18.2. Synchronization / Replication Connection Maintenance Training

Training will be provided via documentation and all artifacts, in PDF form, as well as a training video for operating the infrastructure. AHEAD will work with the State of West Virginia as a time & material engagement for any synchronization / replication connectivity setup needed.

19. Submission

The only notable callout is that the State of West Virginia must provide the Oracle Enterprise Edition license (B90559). Oracle SE1 and SE2 are available as licensed versions through AWS as On-Demand, or hourly, but EE licensing requires the client to provide. All other items of the solution are priced accordingly.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: AHEAD, LLC Address: 401 N Michigan Avenue, 34th floor Chicago, IL 60611

Name of Authorized Agent: Matt Athey, Client Director Address: 5181 Natorp Blvd, Suite 110, Mason, OH 45040

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: West Virginia Tax 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

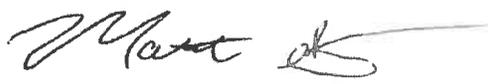
Check here if none, otherwise list entity/individual names below.

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:  Date Signed: 29 Aug 2019

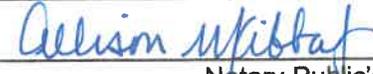
Notary Verification

State of Illinois, County of Cook:

I, Allison M. Kibbat, 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 29 day of August, 2019.

Official Seal
Allison Marie Kibbat
Notary Public State of Illinois
My Commission Expires 11/01/2021


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (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: AHEAD, LLC

Authorized Signature: [Signature] Date: 15 Jul 2019

State of Illinois

County of Cook, to-wit:

Taken, subscribed, and sworn to before me this 15 day of July, 2019.

My Commission expires November 1, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature: Allison Marie Kibbat]

Purchasing Affidavit (Revised 01/19/2018)