



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.

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Welcome, Alisha S Pettit

[Procurement](#)[Budgeting](#)[Accounts Receivable](#)[Accounts Payable](#)**Solicitation Response(SR)**

Dept: 0705

ID: ESR03282400000005541

Ver.: 1

Function: New

Phase: Final

Modified by batch , 03/28/2024

Header 1

[List View](#)**General Information**[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 1369290

Procurement Type: Central Master Agreement

Vendor ID: VS0000020783

Legal Name: PRESIDIO NETWORKED SOLUTIONS LLC

Alias/DBA:

Total Bid: \$771,496.00

Response Date: 03/28/2024

Response Time: 12:12

Responded By User ID: dvietmeier

First Name: Dan

Last Name: Vietmeier

Email: dvietmeier@presidio.com

Phone: 4127205196

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT2400000009

Published Date: 3/21/24

Close Date: 3/28/24

Close Time: 13:30

Status: Closed

Solicitation Description: Network Penetration Testing and Cybersecurity Assessments

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1369290
Solicitation Description: Network Penetration Testing and Cybersecurity Assessments
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-03-28 13:30	SR 0705 ESR03282400000005541	1

VENDOR
VS0000020783
PRESIDIO NETWORKED SOLUTIONS LLC

Solicitation Number: CRFQ 0705 LOT2400000009
Total Bid: 771496
Response Date: 2024-03-28
Response Time: 12:12:00
Comments:

FOR INFORMATION CONTACT THE BUYER
Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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	External Network Penetration Testing				140272.00

Comm Code	Manufacturer	Specification	Model #
81111801			

Commodity Line Comments: This is over all 8 locations total. Divide by 8 to get per location cost

Extended Description:

See Attached Specifications and
Exhibit - A Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Website Penetration Testing				315612.00

Comm Code	Manufacturer	Specification	Model #
81111801			

Commodity Line Comments: This is over all 8 locations total. Divide by 8 to get per location cost

Extended Description:

See Attached Specifications and
Exhibit - A Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Internal/Client-Side Network Penetration Testing				140272.00

Comm Code	Manufacturer	Specification	Model #
81111801			

Commodity Line Comments: This is over all 8 locations total. Divide by 8 to get per location cost

Extended Description:

See Attached Specifications and
Exhibit - A Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Wireless Penetration Testing				175340.00

Comm Code	Manufacturer	Specification	Model #
81111801			

Commodity Line Comments: This is over all 8 locations total. Divide by 8 to get per location cost

Extended Description:

See Attached Specifications and
Exhibit - A Pricing Page



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1369290			Reason for Modification:
Doc Description: Network Penetration Testing and Cybersecurity Assessments			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-08	2024-03-28 13:30	CRFQ 0705 LOT2400000009	1

BID RECEIVING LOCATION


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

VENDOR

Vendor Customer Code: 68968
Vendor Name : Presidio Networked Solutions LLC
Address : Presidio Networked Solutions LLC
Street : 1 Penn Center West, Suite 210
City : Pittsburgh
State : PA **Country :** United States **Zip :** 15276
Principal Contact : Daniel Vietmeier
Vendor Contact Phone: 412-720-5196 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor
Signature X  **FEIN#** 58-1667655

DATE 3/21/2024

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

ADDITIONAL INFORMATION
The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery to establish a contract for Network Penetration Testing and Cybersecurity Assessments per the terms and conditions, Exhibit A Pricing Page and Exhibit B NDA, and specifications as attached.

INVOICE TO	SHIP TO
LOTTERY PO BOX 2067 CHARLESTON WV US	LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	External Network Penetration Testing				

Comm Code	Manufacturer	Specification	Model #
81111801			

Extended Description:
See Attached Specifications and
Exhibit - A Pricing Page

INVOICE TO	SHIP TO
LOTTERY PO BOX 2067 CHARLESTON WV US	LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Website Penetration Testing				

Comm Code	Manufacturer	Specification	Model #
81111801			

Extended Description:
See Attached Specifications and
Exhibit - A Pricing Page

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Internal/Client-Side Network Penetration Testing				

Comm Code	Manufacturer	Specification	Model #
81111801			

Extended Description:
 See Attached Specifications and
 Exhibit - A Pricing Page

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Wireless Penetration Testing				

Comm Code	Manufacturer	Specification	Model #
81111801			

Extended Description:
 See Attached Specifications and
 Exhibit - A Pricing Page

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 10:00am ET	2024-03-21

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: March 21, 2024 at 10:00am ET

Submit Questions to: West Virginia Purchasing Division c/o Brandon Barr, Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Brandon.L.Barr@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME: Presidio Networked Solutions LLC

BUYER: Brandon L. Barr

SOLICITATION NO.: CRFQ LOT2400000009

BID OPENING DATE: March 28th, 2024

BID OPENING TIME: 1:30pm EDT

FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: March 28th, 2024 @ 1:30pm ET

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

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

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

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

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

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

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

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

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

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

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ See Section 3. QUALIFICATIONS of the Specifications

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 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.

☐☐☐☐

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

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

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

(Printed Name and Title) Haymanot Cummings

(Address) 303 W. Broad St., Richmond, VA 23220

(Phone Number) / (Fax Number) 804-767-3274

(email address) hcummings@presidio.com

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

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

Presidio Networked Solutions LLC

(Company) _____


Erik Hayko (Mar 25, 2024 10:02 CDT)

(Signature of Authorized Representative) _____
Erik Hayko, Senior Contracts Manager

(Printed Name and Title of Authorized Representative) (Date) _____
608-371-6750

(Phone Number) (Fax Number) _____
ehayko@presidio.com

(Email Address) _____

REQUEST FOR QUOTATION
West Virginia Lottery
Network Penetration Testing and Cybersecurity Assessments

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery (Lottery) to establish a contract to perform and deliver information technology cybersecurity assessments, including external network, website, wireless, and internal/client-side penetration testing assessments. These assessments must follow the Center for Internet Security methodology and employ techniques and guidelines from the Open Web Application Security Project (OWASP) Top 10 Project and the NIST SP 800-115 Information Security Testing and Assessment technical guide. The services provided must thoroughly assess and evaluate the Lottery infrastructure to identify areas that present an exploitable vulnerability available to attackers using a combination of automated tools and manual techniques.

BACKGROUND INFORMATION:

- The Lottery expects to consume at least one of each service annually.
- Physical instruction and Text Smishing are not in scope for these services.
- Source code will not be provided.
- A password analysis is not required.
- Retesting after vulnerabilities are remediated is out of scope. Each assessment stands alone.
- Sampling approaches are prohibited.
- Written information security policies are not in scope.

EXISTING TECHNOLOGY ENVIRONMENT: The following is a listing of the Lottery's current technology environment:

- The Lottery operates technology assets in eight (8) locations:
 - Main Office – 900 Pennsylvania Ave, Charleston, WV 25302
 - Bridgeport – 64 Sterling Drive, Bridgeport, WV 26330
 - Weirton – 100 Municipal Plaza Bldg. 34, Weirton, WV 26330
 - Greenbrier – 101 W. Main Street, White Sulphur Springs, WV 24986
 - Hollywood – 750 Hollywood Drive, Charles Town, WV 25414
 - Mardi Gras – 1 Greyhound Drive, Cross Lanes, WV 25313
 - Mountaineer – 1420 Mountaineer Circle, New Cumberland, WV 26047
 - Wheeling Island – 1 Stone Street, Wheeling, WV 26003
- One (1) externally accessible website hosted by a third party
- One (1) Active Directory domain
- Two (2) external IP address blocks, 15 external IP addresses (approximate)
- 27 internal IP address blocks, 500 internal IP addresses (approximate)
- 200 active users (approximate)

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- Cisco network devices (approximate)
 - 10 Firewall appliances
 - 15 Routers
 - 35 Switches
 - 4 VPN appliances
- 250 Windows operating system endpoints, various versions
- 120 Voice over IP (VOIP) phones
- 40 Windows servers, various versions
 - These are replicated to redundant servers at the hot site
- Two (2) Linux storage appliances
- 30 Networked Printers with onboard operating systems and storage

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 Items” means the information technology cybersecurity assessments as more fully described in these specifications in Section 3.1 below and on the Pricing Page.

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 published by the Purchasing Division.

2.4 “Holidays” means days designated by WV State Code CSR 2-2-1 as legal holidays.

2.5 “NDA” means Non-Disclosure Agreement, attached hereto as Exhibit B, to ensure the confidentiality of the information exposed and proprietary tools and techniques used during these assessments.

2.6 “Reconnaissance” means passively gathering as much information about the Lottery infrastructure as possible to build attack profiles. During this phase, efforts are made to map identifying information about the infrastructure.

2.7 “Mapping” means activities that facilitate an understanding of the lottery's business logic, flow, and organization.

REQUEST FOR QUOTATION
West Virginia Lottery
Network Penetration Testing and Cybersecurity Assessments

- 2.8 “Discovery”** means actively probing the Lottery to identify vulnerabilities at various operational layers.
- 2.9 “Exploitation”** means the Culmination of the information gathered in the previous phases to verify and confirm any identified vulnerabilities.
- 2.10 “External Network Penetration Test”** means an iterative, four-phased assessment employing techniques and guidelines from the NIST SP 800-115 Information Security Testing and Assessment technical guide. It comprises activities to identify vulnerabilities of externally available hosts accessible from the Internet. Testing during this type of assessment represents an uninformed, anonymous threat targeting the Lottery's external infrastructure.
- 2.11 “Website Penetration Testing”** means an iterative, four-phased assessment employing techniques and guidelines from the Open Web Application Security Project (OWASP) Top 10 Project to verify the Lottery website security status independently. This assessment determines whether websites present an exploitable risk to the organization. Testing during this type of assessment represents an uninformed, anonymous threat targeting the Lottery's external infrastructure.
- 2.12 “Internal/Client Side Network Penetration Testing”** means an iterative, four-phased assessment employing techniques and guidelines from the NIST SP 800-115 Information Security Testing and Assessment technical guide, comprising activities to identify vulnerabilities at each operational layer of the target network. This includes two-part testing to assess the security of all networked assets, including but not limited to servers, desktops, firewalls, other network devices, and network monitoring & management. Part one simulates an attack by an untrusted outsider or an unauthenticated user without working knowledge of the Lottery's network. Part two will be performed with the low-level credentials of an authenticated user.
- 2.13 “Wireless Network Penetration Testing”** means an iterative, four-phased assessment employing techniques and guidelines from the NIST SP 800-115 Information Security Testing and Assessment technical guide. It comprises activities to identify vulnerabilities at each target wireless network operational layer.
- 2.14 “DoS”** means Denial of Service, an attack that occurs when legitimate users are unable to access information systems, devices, or other network resources due to the actions of a malicious cyber threat actor.
- 2.15 “SAN”** means Storage Area Network is a specialized, high-speed network that provides block-level network access to storage.

REQUEST FOR QUOTATION
West Virginia Lottery
Network Penetration Testing and Cybersecurity Assessments

- 2.16 “PTES”** means Penetration Testing Execution Standard and consists of the initial communication and reasoning behind a pen test, through the intelligence gathering and threat modeling phases where testers are working behind the scenes in order to get a better understanding of the tested organization, through vulnerability research, exploitation and post exploitation, where the technical security expertise of the testers come to play and combine with the business understanding of the engagement, and finally to the reporting, which captures the entire process, in a manner that makes sense to the customer and provides the most value to it
- 2.17 “CISSP”** means Certified Information Systems Security Professional certification granted by the International Information System Security Certification Consortium.
- 2.18 “GPEN”** means GIAC Penetration Tester certification validates a practitioner's ability to properly conduct a penetration test using best-practice techniques.
- 2.19 “OSCP”** means Offensive Security Certified Professional hands-on penetration testing certification, requiring holders to successfully attack and penetrate various live machines in a safe lab environment.
- 2.20 “CEH”** means Certified Ethical Hacker is a qualification given obtained by demonstrating knowledge of assessing the security of computer systems.
- 2.21 “CPTE”** means Certified Penetration Testing Engineer presents information based on the 5 Key Elements of Pen Testing; Information Gathering, Scanning, Enumeration, Exploitation and Reporting.
- 2.22 “CEPT”** means Certified Expert Penetration Tester, has deep knowledge of web hacking techniques and methodologies.
- 2.23 “CRTOP”** means Certified Red Team Operations Professional uses tactics, techniques, and procedures that threat actors use to infiltrate IT systems and stay under the detection radar.
- 2.24 “ECSA”** means Certified Security Analyst an advanced security certification that complements the Certified Ethical Hacker (CEH) certification by validating the analytical phase of ethical hacking.
- 2.25 “CPPT”** means Certified Professional Penetration Tester utilizes a variety of methodologies to conduct a thorough penetration test, and write a complete report as part of the evaluation.
- 2.26 “CWSP”** means Certified Wireless Security Professional an advanced level certification that measures the ability to secure any wireless network.

REQUEST FOR QUOTATION
West Virginia Lottery
Network Penetration Testing and Cybersecurity Assessments

2.27 “CMWAPT” means Certified Mobile and Web Application Penetration Tester certification using pen testing methodologies and tools to conduct tests on Web and mobile apps and asses their security.

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

3.1 The vendor must have been in business for at least fifteen (15) years, performing and delivering information technology cybersecurity assessments.

3.1.1 Vendor should provide, with their bid, a general company overview that must include information regarding the professional services offered and the number of dedicated security staff resources.

3.2 Vendor should provide, with their bid, a minimum of three (3) references for projects of similar or greater size and scope of the assessments to be performed for the Lottery.

3.2.1 References shall include contact information and brief details of the services performed for each reference.

3.3 Vendor should provide, with their bid, an overview of the project team and documentation of qualifications for each project team member assigned to Lottery cybersecurity assessments.

3.3.1 Documentation shall consist of information regarding the prior security assessments completed, resumes, and documentation of certifications, which should be provided as stated below in section 3.4.

3.4 Vendor staff performing information technology cybersecurity assessments must hold a current certification from a source of accreditation and should provide the certification credentials with their bid response. Allowable certifications include:

3.4.1 Certified Information Systems Security Professional (CISSP)

3.4.2 GIAC Penetration Tester (GPEN)

3.4.3 Offensive Security Certified Professional (OSCP)

3.4.4 Certified Ethical Hacker (CEH)

3.4.5 Certified Penetration Testing Engineer (CPTE)

3.4.6 Certified Expert Penetration Tester (CEPT)

3.4.7 Certified Red Team Operations Professional (CRTOP)

3.4.8 Certified Security Analyst (ECSA)

3.4.9 Certified Professional Penetration Tester (CPPT)

3.4.10 Certified Wireless Security Professional (CWSP)

3.4.10.1 This certification is only applicable to Wireless Penetration Testing Services

3.4.11 Certified Mobile and Web Application Penetration Tester (CMWAPT)

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3.4.11.1 This certification is only applicable to Website Penetration Services

3.5 Vendor must comply with the Center for Internet Security methodology and employ techniques and guidelines from the Open Web Application Security Project (OWASP) Top 10 Project and the NIST SP 800-115 Information Security Testing and Assessment technical guide.

3.6 Background Checks: Prior to award and upon request, the Vendor must provide names, addresses, and fingerprint information for a law enforcement background check for any Vendor staff working on the Lottery project team.

3.7 Non-Disclosure Agreement (NDA): Prior to award both parties, the Vendor and Lottery must sign a mutual Non-Disclosure Agreement (NDA), attached as Exhibit – B, to ensure the confidentiality of the information exposed and proprietary tools and techniques used during these assessments.

4. MANDATORY REQUIREMENTS:

4.1. External Network Penetration Testing

4.1.1. External Network Penetration Testing may be performed remotely.

4.1.2. Timeframes, testing schedule, target completion dates and exclusions will be determined in conjunction with the successful vendor.

4.1.3. Must provide a four-phased structure methodology, including reconnaissance, mapping, discovery, and exploitation.

4.1.3.1. Reconnaissance should include:

4.1.3.1.1. Perform WHOIS, ARIN, and DNS (public server) lookups

4.1.3.1.2. OSINT - Public Searches/Dorks

4.1.3.1.3. Build custom password lists

4.1.3.1.4. DNS lookups (entities server)

4.1.3.1.5. Gather information from entities network resources

4.1.3.1.6. Analyze metadata

4.1.3.2. Mapping should include:

4.1.3.2.1. Network Discovery (ICMP sweeps, traceroutes, bypass firewall restrictions, etc.)

4.1.3.2.2. Port/Protocol Scanning (Scan for accepted IP protocols, open TCP/UDP ports)

4.1.3.2.3. OS/Version Scanning (Identify underlying OS and software and their versions)

4.1.3.3. Discovery should include:

4.1.3.3.1. Vulnerability Scanning (Identify vulnerabilities. Open source tools as well as Commercial: Nessus – network vulnerability scanner, Burp Suite – web application scanner)

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- 4.1.11. Upon conclusion of the assessment the Vendor must provide a Technical Report. This report details each vulnerability type discovered along with a critical, high, medium, or low risk rating.
- 4.1.12. Reports must include specific details for each vulnerability found, including:
 - 4.1.12.1. How the vulnerability was discovered
 - 4.1.12.2. The potential impact of its exploitation.
 - 4.1.12.3. Recommendations for remediation.
 - 4.1.12.4. Vulnerability references
 - 4.1.12.5. The vendor shall provide a sample of the technical report with their bid response.
 - 4.1.12.6. The report must be submitted to the Lottery electronically for review.
- 4.1.13. Upon conclusion of the assessment, the Vendor must provide a Findings Presentation to the Lottery management team. This presentation shall provide an overview of strengths, weaknesses, and vulnerabilities identified throughout the assessment.
 - 4.1.13.1 The findings presentation shall be presented to Lottery in person or via a conference call presentation, to be determined by Lottery upon competition of the project.

4.2. Website Penetration Testing

- 4.2.1. Website Penetration Testing may be performed remotely.
- 4.2.2. Timeframes, testing schedule, target completion dates and exclusions will be determined in conjunction with the successful vendor.
- 4.2.3. The successful vendor must determine static and dynamic page counts.
- 4.2.4. Any environment, such as production, development, quality assurance, etc., may be tested. Each environment will be assessed separately.
- 4.2.5. Must provide a four-phased structure methodology, including reconnaissance, mapping, discovery, and exploitation.
 - 4.2.5.1. Reconnaissance should include:**
 - 4.2.5.1.1. Perform WHOIS, ARIN, and DNS (public server) lookups
 - 4.2.5.1.2. OSINT - Public Searches/Dorks
 - 4.2.5.1.3. Build custom password lists
 - 4.2.5.1.4. DNS lookups (entities server)
 - 4.2.5.1.5. Gather information from entities web applications
 - 4.2.5.1.6. Analyze metadata
 - 4.2.5.2. Mapping should include:**
 - 4.2.5.2.1. SSL/TLS Analysis (Identify accepted SSL/TLS ciphers)
 - 4.2.5.2.2. Virtual Hosting & Load Balancer Analysis

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- 4.2.5.2.3. Software Configuration Discovery (Identify HTTP version, web services, scripting languages, third-party web applications, etc.)
- 4.2.5.2.4. HTTP Options Discovery (Identify accepted HTTP methods)
- 4.2.5.2.5. Web Application Spidering (gather/follow all links)
- 4.2.5.2.6. Directory Browsing (Identify web directory listings, brute force common web directory names)
- 4.2.5.2.7. Web Application Flow (Identify the business logic, flow, organization, and functionalities of the app)
- 4.2.5.2.8. Session Analysis (Identify locations where session cookies are set and analyze predictability)

4.2.5.3. Discovery should include:

- 4.2.5.3.1. Vulnerability Scanning (Identify vulnerabilities. Open source tools as well as Commercial: Nessus – network vulnerability scanner, Burp Suite – web application scanner)
- 4.2.5.3.2. Username/Email Enumeration (Validate and guess usernames/emails using login forms, network services, etc.)
- 4.2.5.3.3. Identify Web Application Specific/Web Service Specific Vulnerabilities (Command/XML/XXE/SQL Injection, File Inclusion, Directory Traversal, File Upload, XSS, CSRF, etc.)
- 4.2.5.3.4. Identify Authentication/Authorization Issues/Bypasses (Weak access control, weak password policy, session management, etc.)

4.2.5.4. Exploitation should include:

- 4.2.5.4.1. Brute Force Logins (Using discovered username/email addresses, gain additional access through brute force)
- 4.2.5.4.2. Exploitation (Using discovered vulnerability information, exploit vulnerabilities to gain additional access/disclose information)
- 4.2.5.4.3. Post-Exploitation and Pivot (Pillage the system to disclose information and additional vulnerabilities. Repeat the pentest steps to attempt to gain privileged access. Use the compromised systems as a pivot point to attack other systems that are in scope).

- 4.2.6. Must provide identification of prioritized remediation needs, requirements, and associated risks.

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- 4.2.7.** Testing shall determine if website vulnerabilities exist by testing each website, including server operating systems, application platforms, and databases.
- 4.2.8.** Denial of Service (DoS) attacks are required for Website Penetration Testing and require notification to the Lottery and Lottery approval before the attack commences.
- 4.2.9.** Heavy load brute force or automated attacks will only be performed with prior Lottery approval.
- 4.2.10.** Upon conclusion of the assessment, the Vendor must provide an Executive Summary Report. This report is an overview of all testing results, including a summary report of the scope and approach, findings, key points of strength in the assessed infrastructure, and recommendations directed at senior management.
 - 4.2.10.1.** The vendor shall provide a sample of the executive summary report with their bid response.
 - 4.2.10.2.** The report must be submitted to the Lottery electronically for review.
- 4.2.11.** Upon conclusion of the assessment, the Vendor must provide a Technical Report. This report details each vulnerability type discovered along with a critical, high, medium, or low risk rating.
- 4.2.12.** Reports must include specific details for each vulnerability found, including:
 - 4.2.12.1.** How the vulnerability was discovered
 - 4.2.12.2.** The potential impact of its exploitation.
 - 4.2.12.3.** Recommendations for remediation.
 - 4.2.12.4.** Vulnerability references
 - 4.2.12.5.** The vendor shall provide a sample of the technical report with their bid response.
 - 4.2.12.6.** The report must be submitted to the Lottery electronically for review.
- 4.2.13.** Upon conclusion of the assessment, the Vendor must provide a Findings Presentation to the Lottery management team. This presentation shall provide an overview of strengths, weaknesses, and vulnerabilities identified throughout the assessment.
 - 4.2.13.1.** The findings presentation shall be presented to Lottery in person or via a conference call presentation, to be determined by Lottery upon competition of the project.

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4.3. Internal/Client-Side Network Penetration Testing

4.3.1. Internal/Client Side Network Penetration Testing must be performed onsite at all Lottery locations. Assessing locations remotely or from one central location is prohibited.

4.3.2. Timeframes, testing schedule, target completion dates and exclusions will be determined in conjunction with the successful vendor.

4.3.3. Must provide a four-phased structure methodology, including reconnaissance, mapping, discovery, and exploitation.

4.3.3.1. Reconnaissance should include:

4.3.3.1.1. Identify software versions along with potentially useful software configurations or settings

4.3.3.1.2. Identify any anti-malware, firewall, and IDS products on the system

4.3.3.1.3. Gather information about the network (i.e., domain user/group information, domain computers, password policy)

4.3.3.1.4. Verify the ability to execute scripts or third-party programs

4.3.3.2. Mapping and Discovery should include:

4.3.3.2.1. Identify possible vulnerabilities affecting the provided host

4.3.3.2.2. Determine the possibility of receiving and executing various malicious payloads

4.3.3.3. Exploitation should include:

4.3.3.3.1. Attempt to bypass anti-malware solutions and security restrictions, escape restricted environments, and escalate privileges

4.3.3.3.2. Exploitation (Using discovered vulnerability information, exploit vulnerabilities to gain additional access/disclose information)

4.3.4. Must identify prioritized remediation needs, requirements, and associated risks.

4.3.5. Testing shall assess the security of all networked assets, including but not limited to servers, endpoints, firewalls, network devices, and network monitoring and management.

4.3.6. Upon conclusion of the assessment, the Vendor must provide an Executive Summary Report. This report is an overview of all testing results, including a summary report of the scope and approach, findings, key points of strength in the assessed infrastructure, and recommendations directed at senior management.

4.3.6.1. Vendor shall provide a sample of the executive summary report with their bid response.

4.3.6.2. Report must be submitted to Lottery electronically for review.

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- 4.3.7. Upon conclusion of the assessment, the Vendor must provide a Technical Report. This report details each vulnerability type discovered along with a critical, high, medium, or low risk rating.
- 4.3.8. Reports must include specific details for each vulnerability found, including:
 - 4.3.8.1. How the vulnerability was discovered.
 - 4.3.8.2. The potential impact of its exploitation.
 - 4.3.8.3. Recommendations for remediation.
 - 4.3.8.4. Vulnerability references.
 - 4.3.8.5. The vendor shall provide a sample of the technical report with their bid response.
 - 4.3.8.6. The report must be submitted to the Lottery electronically for review.
- 4.3.9. Upon conclusion of the assessment, the Vendor must provide a Findings Presentation to the Lottery management team. This presentation shall provide an overview of strengths, weaknesses, and vulnerabilities identified throughout the assessment.
 - 4.3.9.1. The findings presentation shall be presented to Lottery in person or via a conference call presentation, to be determined by Lottery upon competition of the project.

4.4. Wireless Penetration Testing

- 4.4.1. Wireless Penetration Testing must be performed onsite at all Lottery locations. Assessing locations remotely or from one central location is prohibited.
- 4.4.2. Timeframes, testing schedule, target completion dates and exclusions will be determined in conjunction with the successful vendor.
- 4.4.3. Must provide a four-phased structure methodology, including reconnaissance, mapping, discovery, and exploitation.
 - 4.4.3.1. **Reconnaissance should include:**
 - 4.4.3.1.1. Perform WHOIS, ARIN, and DNS (public server) lookups
 - 4.4.3.1.2. OSINT - Public Searches/Dorks
 - 4.4.3.1.3. Build custom password lists
 - 4.4.3.1.4. DNS lookups (entities server)
 - 4.4.3.1.5. Gather information from entities web applications
 - 4.4.3.1.6. Analyze metadata
 - 4.4.3.2. **Mapping should include:**
 - 4.4.3.2.1. Sniffing (establish a baseline of traffic, sniff Wi-Fi, Bluetooth, Zigbee, and other RF)
 - 4.4.3.2.2. War Walk (map location of access points and their coverage, identify leakage)
 - 4.4.3.2.3. Identify Rogue Access Points* (Friendly, malicious, or unintended access points)

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- 4.4.3.2.4. Full access to the buildings will be granted to the testing team
- 4.4.3.3. **Discovery should include:**
 - 4.4.3.3.1. Identify Points of Attack (Identify WEP networks, capture WPA/WPA2 PSK key exchanges, identify clients for evil-twin and MiTM attacks)
 - 4.4.3.3.2. Enumerating Services (Connect and interact with services on APs, Bluetooth Devices, and other RF devices to disclose misconfigurations)
 - 4.4.3.3.3. Vulnerability Scanning (Identify vulnerabilities)
- 4.4.3.4. **Exploitation should include:**
 - 4.4.3.4.1. AP Attacks (Exploit hotspots, perform MiTM attacks, crack WEP, crack WPA/WPA2 PSK, etc.)
 - 4.4.3.4.2. Client Attacks (Perform Evil-Twin attacks, perform rogue AP attacks, MiTM, etc.)
 - 4.4.3.4.3. Denial of Service where applicable and with prior Lottery approval
 - 4.4.3.4.4. Bluetooth/Zigbee/SDR Attacks where applicable and with prior Lottery approval
- 4.4.4. Must identify prioritized remediation needs, requirements, and associated risks.
- 4.4.5. Testing shall assess the security of all wireless assets.
- 4.4.6. Upon conclusion of the assessment, the Vendor must provide an Executive Summary Report. This report is an overview of all testing results, including a summary report of the scope and approach, findings, key points of strength in the assessed infrastructure, and recommendations directed at senior management.
 - 4.4.6.1. Vendor shall provide a sample of the executive summary report with their bid response.
 - 4.4.6.2. Report must be submitted to Lottery electronically for review.
- 4.4.7. Upon completing the assessment, the Vendor must provide a Technical Report. This report details each vulnerability type discovered and assigns a critical, high, medium, or low risk rating.
- 4.4.8. Reports must include specific details for each vulnerability found, including:
 - 4.4.8.1. How the vulnerability was discovered.
 - 4.4.8.2. The potential impact of its exploitation.
 - 4.4.8.3. Recommendations for remediation.
 - 4.4.8.4. Vulnerability references.
 - 4.4.8.5. The vendor shall provide a sample of the technical report with their bid response.
 - 4.4.8.6. The report must be submitted to the Lottery electronically for review.

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4.4.9. Upon the conclusion of the assessment, the Vendor must present a Findings Presentation to the Lottery management team. This presentation shall provide an overview of the strengths, weaknesses, and vulnerabilities identified throughout the assessment.

4.4.9.1. The findings presentation shall be presented to Lottery in person or via a conference call presentation, to be determined by Lottery upon competition of the project.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Network Penetration Testing and Cybersecurity Assessments meeting the required specifications for the lowest total bid amount as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by entering the unit cost per assessment and reports as a fixed amount for all penetration testing, vulnerability assessments, reports and findings presentation to calculate the extended amount. Then add all extended amount line items together to get the total bid amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Page contains an estimated number for assessments. The estimates represent an amount that will be utilized for evaluation purposes 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 Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: brandon.l.barr@wv.gov

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

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7. **PAYMENT:** Agency shall pay the hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.
10. **VENDOR DEFAULT:**
 - 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Haymanot Cummings
Telephone Number: 804-767-3274
Fax Number: _____
Email Address: hcummings@presidio.com

EXHIBIT A - Pricing Page

Item #	Section	Description of Service	*Estimated Number of Assesments*	Unit Cost per Assesment & Reports	Extended Amount
1	4.1	External Network Penetration Testing	8	\$ 17,534.00 -	\$ 140,272.00 -
2	4.2	Website Penetration Testing	8	\$ 39,451.52 -	\$ 315,612.00 -
3	4.3	Internal/Client-Side Network Penetration Testing	8	\$ 17,534.00 -	\$ 140,272.00 -
4	4.4	Wireless Penetration Testing	8	\$ 21,917.50 -	\$ 175,340.00 -
TOTAL BID AMOUNT					\$ 771,496.00 -

Please note the following information is being captured for auditing purposes and is an estimate for evaluation only

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

Any product or service not on the Agency provided Pricing Page will not be allowable.

The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page could lead to disqualification of vendors bid.

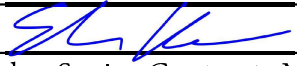
Vendor Name:	Presidio Networked Solutions LLC
Vendor Address:	1 Penn Center West, Suite 210, Pittsburgh, PA 15276
Email Address:	dvietmeier@presidio.com
Phone Number:	412-720-5196
Fax Number:	
Signature and Date:	
Erik Hayko, Senior Contracts Manager	
3/28/2024	

EXHIBIT B
NON-DISCLOSURE AGREEMENT (NDA)

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“Agreement”) is entered into by and between the West Virginia Lottery, with its principal offices located at 900 Pennsylvania Avenue Charleston, WV 25302 (“Lottery”), and Presidio Networked Solutions LLC, with its principal offices located at 1 Penn Plaza, Suite 2501, New York, NY 10119 (“Party of the second part”), with an Effective Date of _____. Lottery and Party of the second party also are referred to herein individually as a “party”, or collectively as the “parties”.

WHEREAS, the parties to this Agreement may wish to exchange certain information related to the provision of certain information or communication technology services by one party of interest to the other party; and

WHEREAS, the parties agree that improper disclosure of either party’s Confidential Information, as defined below, by the other party could cause material harm to the party whose Confidential Information was improperly disclosed;

NOW THEREFORE, in order to protect certain Confidential Information that may be disclosed between the parties, Lottery and Alpha agree to maintain the confidentiality of the Confidential Information as follows:

I. Definition of Confidential Information. The "Confidential Information" disclosed under this Agreement is defined as follows:

Any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, intellectual property, and trade secrets; (v) solicitation for proposals, responses to proposals, bids, or information disclosed in connection with such solicitation, response, or bid; (vi) any other information that should reasonably be recognized as confidential information of the disclosing party.

II. Disclosure Period and Term. This Agreement protects against the disclosure of Confidential Information which is disclosed between the parties during each party’s performance of its obligations associated with that certain CRFQ Agreement executed between the parties on _____ (the “Effective Date”) and 3 year(s) after the termination of such Agreement (“Disclosure Period”). Therefore, the duty of a recipient of Confidential Information to protect such Confidential Information disclosed under this Agreement begins on the Effective Date and expires 3 year(s) after the end of Disclosure

EXHIBIT B
NON-DISCLOSURE AGREEMENT (NDA)

Period. Upon termination of this Agreement or upon the disclosing party's request, the recipient shall cease use of Confidential Information and return or destroy it.

- III. Use of Confidential Information.** A party hereunder receiving Confidential Information shall use such Confidential Information solely for the purposes of, as applicable to the recipient, understanding current business activities of a party, soliciting a proposal for certain information technology services, responding to such proposal solicitation, reviewing solicitation responses, tendering a bid, or discussions or negotiations related to such solicitation, proposal, or bid.
- IV. Protection of Confidential Information.** Each party shall not disclose the Confidential Information of the other party to any third party. The recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the recipient uses to protect its own confidential information of a like nature. A recipient shall restrict disclosure of Confidential Information to its employees, provided that such employees (i) have a need to know, and (ii) are bound by obligations of confidentiality equally as restrictive as the terms of this Agreement.
- V. Exclusions.** This Agreement imposes no obligation upon the recipient with respect to Confidential Information which: (a) was in the recipient's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed by the recipient with the disclosing party's prior written approval.
- VI. Miscellaneous.** Neither party to this Agreement shall acquire any intellectual property rights nor any other rights under this Agreement except the limited right to use as set forth in this Agreement. This Agreement does not prevent either Party from competing with one another for work or clients unless the parties specifically agree otherwise, in writing, as to a specific client. Each disclosing party warrants and represents that the Confidential Information and other information provided which is necessary to the purposes described hereunder, are true and correct to the best of the disclosing party's knowledge and belief. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any software or other material that is developed without reference to the Confidential Information.
- VII. Export Administration.** Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States and other countries to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such laws.
- VIII. No Obligation to Purchase or Offer Products or Services.** Neither party has an obligation under this Agreement to purchase or otherwise acquire any service or item from

EXHIBIT B
NON-DISCLOSURE AGREEMENT (NDA)

the other party. Neither party has an obligation under this Agreement to commercially offer any products using or incorporating the Confidential Information. The disclosing party may, at its sole discretion, offer such products commercially and may modify them or discontinue such offerings at any time.

- IX. General.** The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of West Virginia. The parties agree that the information provided as allowed by this Agreement will not contain any proprietary technical or confidential contractual information, or any financial information related to the relationship between Alpha and its partners. As a result, damages will not be included as a remedy.

The undersigned authorized representatives of each party have agreed to be legally bound by the terms of this Agreement as of the Effective Date shown above.

WEST VIRGINIA LOTTERY

By: _____

Name: _____

Title: _____

Presidio Networked Solutions LLC **(VENDOR)**

By:  _____
Jay Staples (Mar 20, 2024 08:13 EDT)

Name: Jay Staples

Title: Assistant General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 150 S. Warner Road Suite 460 King Of Prussia PA 19406-2639	CONTACT NAME: Christine Richardson PHONE (A/C, No. Ext): 610-279-8550 E-MAIL ADDRESS: crichardson@mcgriff.com		FAX (A/C, No): 610-279-8543
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190	INSURER A: Federal Insurance Company		20281
	INSURER B: Great Northern Insurance Company		20303
	INSURER C: Chubb Custom Insurance Company		38989
	INSURER D: American Zurich Insurance Company		40142
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1960087625

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			35852422BAL	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			73543321	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79857023	10/1/2023	10/1/2024	EACH OCCURRENCE	\$ 25,000,000
							AGGREGATE	\$ 25,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	WC980925910	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Prof/E&O, Cyber			D95452796	10/1/2023	10/1/2024	Per claim/Agg	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:
BCEC-Port Holdings (Delaware) LP
Port Holdo Inc.
Port Midco, LLC
Presidio, Inc.
Presidio Holdings Inc.
Presidio IS LLC
Presidio LLC
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

BCEC-Port Holdings (Delaware) LP
Presidio Inc.
12100 Sunset Hills Road
Suite 300
Reston VA 20190

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY McGriff Insurance Services		NAMED INSURED BCEC-Port Holdings (Delaware) LP Presidio Inc. 12100 Sunset Hills Road - Suite 300 Reston VA 20190
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Presidio Capital Funding LLC
Presidio Networked Solutions LLC
Presidio Technology Capital, LLC
Presidio Government Solutions LLC
Presidio Networked Solutions Group, LLC
3rd Ave. Creative Marketing & Branding LLC
Rove, LLC
CloudiX, Inc.

Evidence of coverage for 8161 Maple Lawn Blvd. Suite 150, Fulton, MD 20759