



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

State of West Virginia  
**Master Agreement**

Order Date: 2016-09-28

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

<b>Order Number:</b> CMA 0212 0212 SWC0000000003	<b>Procurement Folder:</b> 183215
<b>Document Name:</b> Software-as-a-Service (SaaS) Multi-Factor Authentication	<b>Reason for Modification:</b>
<b>Document Description:</b> Addendum 1 Software-as-a-Service Multi-Factor Authentication	
<b>Procurement Type:</b> Statewide MA (Open End)	
<b>Buyer Name:</b> Stephanie L Gale	
<b>Telephone:</b> (304) 558-8801	
<b>Email:</b> stephanie.l.gale@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2016-09-06
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2018-09-05

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> VS0000009348 CREATIVE BREAKTHROUGHS INC 1260 Woodward Hts  Ferndale MI 48220-1427  US <b>Vendor Contact Phone:</b> (248) 457-5984 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Jimmy Owens <b>Requestor Phone:</b> (304) 957-8154 <b>Requestor Email:</b> jimmy.l.owens@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

<b>Total Order Amount</b>	<b>Open End</b>
---------------------------	-----------------

AGENCY COPY

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> Frank Whittaker <b>DATE:</b> 2016-09-22 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> Robert Rishie <b>DATE:</b> 9/28/16 <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> Melissa H... <b>DATE:</b> OCT 04 2016 <b>ELECTRONIC SIGNATURE ON FILE</b>
---	---	---

10/3/16

**Extended Description:**

The Vendor, Creative Breakthroughs, agrees to enter with the West Virginia Office of Technology, into an open end contract to provide Software as a Service Multi-factor Authentication per the Specifications, Terms and Conditions, Bid Requirements, Addendum #1 dated 3/24/2016 and the Vendor's bid dated 4/19/2016 incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	43233200			EA	\$22.290000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.1.1 Software as a Service Capabilities (SaaS) Account

**Extended Description:**

Pricing shall be per "account" for a two (2) year initial period.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43233200	SYMANTEC		EA	\$11.100000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.1.2.1 Optional Renewal of SaaS (One Year) Year "3"

**Extended Description:**

Pricing shall be per "account" for a one (1) year period.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43233200			EA	\$11.330000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.1.2.2 Optional Renewal of SaaS (One Year) Year "4"

**Extended Description:**

Pricing shall be per "account" for a one (1) year period.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43233200			EA	\$11.830000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** 3.1.2.3 Optional Renewal of SaaS (One Year) Year "5"

**Extended Description:**

Pricing shall be per "account" for a one (1) year period.

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. **"Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on 9/6/2016 and extends for a period of two (2) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. 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 thirty six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

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

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

**6. 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.

**7. 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.

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

**BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

**Commercial General Liability Insurance:** In the amount of \_\_\_\_\_ or more.

**Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

for

\_\_\_\_\_.  
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.

- 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. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 §§ 148-1-6.1.e.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 21. 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.



**22. 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.

**23. 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.

**24. 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.

**25. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. 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.

**27. 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.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

**30. 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.

**31. 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. 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.

**32. 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.

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

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

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

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

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

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

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

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

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

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

**AGREEMENT ADDENDUM FOR SOFTWARE**

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

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

ACCEPTED BY:

**STATE OF WEST VIRGINIA**

Spending Unit: WV Purchasing Division

Signed: [Signature]

Title: Assistant Director

Date: 09/14/16

**VENDOR**

Company Name: CREATIVE BREAKTHROUGHS, INC. (CBI)

Signed: [Signature]

Title: Partner Manager

Date: 8/26/16



# TERMS AND CONDITIONS

This contract is for the sale of goods and/or services between Creative Breakthroughs, Inc. ("CBI"), a Michigan company (the "Seller"), and the Buyer.

The parties agree as follows:

- 1. Sale of Goods and/or Services.** The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the goods and/or services set forth in the quantities and at the prices stated in the CBI quotation. Unless otherwise stated in the quotation, the Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this agreement in addition to the prices set forth on the quotation.
- 2. Invoices; Payment.** Unless otherwise stated in the quotation, payment for the goods and/or services is due within 30 days of the date of the Seller's invoice, which date will not be before the date of the Seller's delivery of the goods and/or services. The Buyer shall pay a delinquency charge of the lesser of (1) 1% per month and (2) the highest rate allowed under applicable law on all overdue amounts until the amounts are paid.
- 3. Delivery; Title; and Risk of Loss.** Unless otherwise stated in Quotation, the Seller shall deliver the goods and/or services FOB, and title to and risk of loss of the goods and/or services will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.
- 4. Disclaimer of Warranty; Due Diligence.** CBI offers no warranty whatsoever on any of the goods and/or services sold. The manufacturer of the goods and/or services being sold may offer a warranty. The Seller disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the goods and/or services and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.
- 5. Limitation of Liability.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific goods and/or services or Services





## TERMS AND CONDITIONS

provided by the Seller giving rise to the claim or cause of action.

**6. Limitation of Actions.** No action arising out of or relating to this agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

**7. Security Interest.** The Buyer hereby grants to the Seller a security interest in the goods and/or services sold to the Buyer under this agreement and any proceeds therefrom (including accounts receivable), until payment in full for the goods and/or services has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests.

**8. Governing Law and Designation of Forum.** (a) The laws of the State of Michigan (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

(b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of Michigan sitting in Oakland County. Each party to this agreement consents to the exclusive jurisdiction of the courts of the State of Michigan sitting in Oakland County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.

**9. Force Majeure.** The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

**10. Assignment; Delegation.** The Buyer may not assign any of its rights under this agreement or delegate any performance under this agreement, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.

**11. Recovery of Expenses.** In any adversarial proceedings between the parties arising out of this agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

**12. Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.



## TERMS AND CONDITIONS

**13. Amendments.** No amendment to this agreement will be effective unless it is in writing and signed by both parties.

*Updated 12/15/2015*

REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a state-wide, open-end contract for a software-as-a-service (SaaS) multi-factor authentication application capable of meeting National Institute for Standards and Technology, NIST, Level 3 standards. The application will require the purchase of subscription services for multi-factor authentication services, configuration and support (purchases will be conducted on a "per account" basis). The estimated number of SaaS accounts, shown on associated documents, is based on sponsoring agency, the West Virginia Office of Technology, estimates of account purchases through this agency only. As a State-wide contract, for a SaaS solution, the service will be made available to over one hundred and fifty five (155) State agencies and organizations.
- 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 "Account"** means a user's individualized SaaS interface provision (as specified under section 3.1.1) and is also the unit of measure for pricing SaaS services.
  - 2.2 "Agency"** means the same thing as a spending unit. This includes any department, bureau, division, office, board, commission, authority, agency, or institution of state government for which an appropriation is requested by the Governor, or to which an appropriation is made by the legislature, unless a specific exemption from West Virginia code 5A-1 is provided.
  - 2.3 "Application"** means a program designed to perform a specific function.
  - 2.4 "Application Program Interface (API)"** means software intermediary that makes it possible for application programs to interact with each other and share data.
  - 2.5 "Authentication"** means a process that ensures and confirms a user's identity.
  - 2.6 "Availability"** means the ability of a user to access information or resources in a specified location and in the correct format.
  - 2.7 "Cloud Service"** means any resource provided over the Internet.
  - 2.8 "Confidentiality"** means a security principle that works to ensure that information is not disclosed to unauthorized subjects.
  - 2.9 "Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

- 2.10 **“Critical Issue Support”** – means assistance when the system is down; business operations or productivity are severely impacted with no available workaround; or there is an urgent security issue.
- 2.11 **“Data-at-rest”** means data stored in persistent storage.
- 2.12 **“Data-in-transit”** means data that is moving across public or “untrusted” networks such as the Internet.
- 2.13 **“High-Availability (HA)”** means systems that are durable and likely to operate continuously without failure for a long time.
- 2.14 **“Integrity”** means a security principle that makes sure that information and systems are not modified maliciously or accidentally.
- 2.15 **“Multi-factor Authentication”** means a security control that requires more than one method of authentication from independent categories of credentials (“something you know, have, or are”) to verify the user's identity for a login or other transaction.
- 2.16 **“Organizational Account”** means a logically separated SaaS account subscription provided to a state organization by the vendor. Organizational accounts will be separately billed to the owning state organization.
- 2.17 **“Passcode”** means a string of characters used as a password.
- 2.18 **“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.
- 2.19 **“Remote Access”** means the ability to get access to a computer or a network from a remote distance.
- 2.20 **“Secure Socket Shell”** means a UNIX-based command interface and protocol for securely getting access to a remote computer.
- 2.21 **“Short Message Service (SMS)”** means a text messaging service component of phone, Web, or mobile communication systems.
- 2.22 **“Software as a Service Capabilities (SaaS)”** means software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

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

2.24 "Virtual Private Network (VPN)" means a method employing encryption to provide secure access to a remote computer over the Internet.

2.25 "Vulnerability" means a weakness which allows an attacker to reduce a system's information assurance.

**3. GENERAL REQUIREMENTS:**

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

**3.1.1 Software as a Service Capabilities (SaaS).** The SaaS must include the following:

**3.1.1.1** Vendor must be listed in Gartner's 2014 Magic Quadrant for User Authentication.

**3.1.1.2** Must be fully integrated with the existing Remote Access: Virtual Private Network (VPN) solution utilized by the State.

**3.1.1.2.1** Solution must adhere to Level 3 specifications of NIST Special Publication 800-63-2, Electronic Authentication Guideline.

**3.1.1.3** Must be configured for high-availability (HA).

**3.1.1.4** Must provide customer data protection through data-at-rest and data-in-transit encryption.

**3.1.1.5** The vendor must provide the State, at minimum annually, third party information security audit(s) and be willing to share results of those audits(s).

REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

- 3.1.1.6 The vendor must provide documentation outlining the use of any third party cloud services used by the vendor for the State.
- 3.1.1.7 The Vendor shall notify the State concerning the discovery of critical vulnerability and security incidents that potentially jeopardize the confidentiality, integrity and availability of the SaaS. Notification shall be implemented and confirmed within twenty-four (24) hours following confirmation of the event.
- 3.1.1.8 **Multi-factor Authentication Support.** Must support multi-factor authentication integration with the following applications & services at no additional charge:
- 3.1.1.8.1 Remote Access/Virtual Private Network (VPN)
- 3.1.1.8.2 Microsoft Outlook, Forefront, Remote Desktop Protocol, Active Directory Federation Services (ADFS) and Office 365
- 3.1.1.8.3 Unix - Secure Socket Shell (SSH)
- 3.1.1.9 **Second Factor Authentication Requirements.** The "something you have" factor must support:
- 3.1.1.9.1 No-cost, vendor-provided mobile phone application compatible with the latest Apple, Android and Windows mobile phone operating systems.
- 3.1.1.9.2 Non-proprietary hardware tokens.
- 3.1.1.9.3 Short Message Service (SMS) passcode authentication.
- 3.1.1.9.4 System-generated backup codes.
- 3.1.1.10 **Account Management Capabilities.** The vendor must include the following capabilities for account management:

REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

3.1.1.10.1 Multi-factor authentication access control for account management console.

3.1.1.10.2 Reporting capability for authentication logging and administrative actions.

3.1.1.10.3 Administrative management console application program interface (API).

**3.1.1.11 Self-service Portal Capabilities.** The vendor must include the following capabilities for user self-service:

3.1.1.11.1 Ability for user self-enrollment.

3.1.1.11.2 Custom branding capability.

**3.1.1.12 Subscription and Services:**

3.1.1.12.1 Enterprise Edition subscription "or Equal".

3.1.1.12.2 Vendor must bill based upon a per user account, per month basis.

3.1.1.12.3 As a Statewide contract, the product must be made available through a separate SaaS Organizational Account linked to a specific State government agency or entity. In addition, each SaaS Organizational Account can have a unique owning government agency or entity, points of contacts and billing information. Finally, each SaaS Organizational Account will leverage the same single bid price (per user, per month rate), irrespective of the number of users per SaaS Organizational Account.

**3.1.1.13 Training:**

Training services shall include vendor supplied digital training materials that cover all administrative and operational functionality of the

REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

service. Vendor shall provide digital training materials that cover all end user functionality. Vendor must provide the state permission to utilize training materials in a learning management system.

**3.1.1.14 Support Services:**

**3.1.1.14.1 Enterprise SaaS Support:** Vendor must provide non-critical support Monday through Friday (9am – 5 pm EST) and critical issues support 24/7, by via email, phone or instant messenger. See definitions for critical issues support clarification.

**3.1.2 Renewal of Software as a Service Capabilities (SaaS):**

**3.1.2.1 Optional Renewal of SaaS (One Year) per Mandatory Contract Requirements (3.1.1) – Year “3”.**

**3.1.2.2 Optional Renewal of SaaS (One Year) per Mandatory Contract Requirements (3.1.1) – Year “4”.**

**3.1.2.3 Optional Renewal of SaaS (One Year) per Mandatory Contract Requirements (3.1.1) – Year “5”.**

**4. CONTRACT AWARD:**

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

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages by completing Exhibit “A”. This shall be accomplished by submitting the unit price and extended unit price for each item listed. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor’s bids being disqualified.

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



REQUEST FOR QUOTATION  
Multi-Factor Authentication (SaaS)

---

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

**6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

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

**7. VENDOR DEFAULT:**

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

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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



Price Quotation No. :

SWV041116-01B

Quotation Date :  
Expiration Date :

symantec  
April 11, 2016  
May 19, 2016

**Customer Information**

Contact Name: Stephanie Gale  
Company: State of West Virginia  
Address: 2019 Washington Street E  
City/State/Zip: Charleston, WV 25305  
Country: USA  
Telephone #: (304) 558-8801  
Fax #:   
Email: [stephanie.l.gale@wv.gov](mailto:stephanie.l.gale@wv.gov)

**CBI Information**

Contact Name: Claudia Tate  
Company: Creative Breakthroughs, Inc. (CBI)  
Address: 1260 Woodward Heights  
City/State/Zip: Ferndale, MI 48220  
Country: USA  
Telephone #: 704-817-0600  
Order Fax #:   
Email: [Ctate@cbihome.com](mailto:Ctate@cbihome.com)

Line Item	Description	SKU	Qty.	MSRP	Total MSRP	Customer Cost	Total Customer Cost
<b>Symantec VIP 5 Year Option</b>							
<b>Symantec VIP Initial 2 Years</b>							
1	SYMC VALIDATION AND ID PROTECTION SERVICE ACCOUNT SETUP GOV BAND S	21274101		\$1,850.00	\$1,850.00	\$0.00	
2	SYMC VALIDATION AND ID PROTECTION AUTHENTICATION SERVICE PER USER HOSTED SUB GOV BAND H GOLD 24 MONTHS	21339252		\$37.40	\$187,000.00	\$18.91	
3	SYMC VALIDATION AND ID PROTECTION SERVICE ENTERPRISE SUPPORT PER USER GOV BAND H PLATINUM 24 MONTHS	21339273		\$4.08	\$20,400.00	\$3.38	
<b>Symantec VIP - Year 3 Support</b>							
4	SYMC VALIDATION AND ID PROTECTION AUTHENTICATION SERVICE PER USER HOSTED SUB GOV BAND H GOLD 12 MONTHS	21339328		\$18.70	\$93,500.00	\$9.41	
5	SYMC VALIDATION AND ID PROTECTION SERVICE ENTERPRISE SUPPORT PER USER GOV BAND H PLATINUM 12 MONTHS	21339278		\$2.04	\$10,200.00	\$1.69	
<b>Symantec VIP - Year 4 Support</b>							
6	SYMC VALIDATION AND ID PROTECTION AUTHENTICATION SERVICE PER USER HOSTED SUB GOV BAND H GOLD 12 MONTHS	21339328		\$18.70	\$93,500.00	\$9.61	
7	SYMC VALIDATION AND ID PROTECTION SERVICE ENTERPRISE SUPPORT PER USER GOV BAND H PLATINUM 12 MONTHS	21339278		\$2.04	\$10,200.00	\$1.72	
<b>Symantec VIP - Year 5 Support</b>							
8	SYMC VALIDATION AND ID PROTECTION AUTHENTICATION SERVICE PER USER HOSTED SUB GOV BAND H GOLD 12 MONTHS	21339328		\$18.70	\$93,500.00	\$10.03	
9	SYMC VALIDATION AND ID PROTECTION SERVICE ENTERPRISE SUPPORT PER USER GOV BAND H PLATINUM 12 MONTHS	21339278		\$2.04	\$10,200.00	\$1.80	

Accepted By: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO: \_\_\_\_\_

Tracking No. 35110

Total Cost*	
Total MSRP	
Discount	

CBI's Standard Terms and Conditions are in effect for this agreement unless a current signed Master Services Agreement is on file. Terms and Conditions can be viewed online at [https://www.cbihome.com/CBI\\_terms\\_and\\_conditions.pdf](https://www.cbihome.com/CBI_terms_and_conditions.pdf)  
A Purchase Order is required for order confirmation and billing purposes.  
Standard Payment Terms: Prepay and COD. Net 30 upon approved credit only. Total Cost does not include tax. Tax rates may apply.  
A service charge of 1.5%/month, 18% per annum will be assessed on past due amounts.