



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

## Header 5

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

## Clarification Request

Procurement Folder: 764852

Procurement Type: Central Contract - Fixed Amt

Vendor ID: 000000230362



Legal Name: MEDIAPRO HOLDINGS LLC

Alias/DBA:

Total Bid: \$358,000.00

Response Date: 08/21/2020



Response Time: 20:09

Responded By User ID:



First Name:

Last Name:

Email:

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2100000005

Published Date: 9/9/20

Close Date: 9/16/20

Close Time: 13:30

Status: Closed

Solicitation Description: Security/Privacy Training  
(OT21024)


Total of Header Attachments: 5

Total of All Attachments: 5



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:** 764852  
**Solicitation Description:** Security/Privacy Training (OT21024)  
**Proc Type:** Central Contract - Fixed Amt

| Solicitation Closes | Solicitation Response        | Version |
|---------------------|------------------------------|---------|
| 2020-09-16 13:30    | SR 0210 ESR08212000000001173 | 1       |

**VENDOR**  
000000230362  
MEDIAPRO HOLDINGS LLC

**Solicitation Number:** CRFQ 0210 ISC2100000005  
**Total Bid:** 358000  
**Response Date:** 2020-08-21  
**Response Time:** 20:09:55  
**Comments:**

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

|                    |              |             |
|--------------------|--------------|-------------|
| <b>Vendor</b>      |              |             |
| <b>Signature X</b> | <b>FEIN#</b> | <b>DATE</b> |

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    | Privacy and Cybersecurity Training Solution | 1.00000 | EA         | 89500.000000 | 89500.00                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Commodity Line Comments:** Additional customizations priced at \$225 per hour

**Extended Description:**

Specification 3.1.1. Vendor must provide a Lump Sum Cost for Year One Contract Services.

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price   | Ln Total Or Contract Amount |
|------|--|---------|------------|--------------|-----------------------------|
| 2    | Privacy and Cybersecurity Training Solution - Optional YR2 | 1.00000 | EA         | 89500.000000 | 89500.00                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Commodity Line Comments:** Additional customizations priced at \$225 per hour

**Extended Description:**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Two Contract Services.

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price   | Ln Total Or Contract Amount |
|------|--|---------|------------|--------------|-----------------------------|
| 3    | Privacy and Cybersecurity Training Solution - Optional YR3 | 1.00000 | EA         | 89500.000000 | 89500.00                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Commodity Line Comments:** Additional customizations priced at \$225 per hour

**Extended Description:**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Three Contract Services.

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price   | Ln Total Or Contract Amount |
|------|--|---------|------------|--------------|-----------------------------|
| 4    | Privacy and Cybersecurity Training Solution - Optional YR4 | 1.00000 | EA         | 89500.000000 | 89500.00                    |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Commodity Line Comments:** Additional customizations priced at \$225 per hour

**Extended Description:**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Four Contract Services.





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

State of West Virginia  
Request for Quotation  
21 – Info Technology

Proc Folder: 764852  
Doc Description: Addendum No. 01-Security/Privacy Training (OT21024)  
Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-08-19  | 2020-09-09<br>13:30:00 | CRFQ 0210 ISC2100000005 | 2       |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

Addendum No. 01

Addendum No. 01 is being issued to extend the bid opening date one week to September 9, 2020 at 1:30 PM (ET)

No other changes.

| INVOICE TO   | SHIP TO   |
|--|---|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |

| Line | Comm Ln Desc                                | Qty     | Unit Issue | Unit Price | Total Price          |
|------|---|---------|------------|------------|----------------------|
| 1    | Privacy and Cybersecurity Training Solution | 1.00000 | EA         |            | See WV bid documents |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.1. Vendor must provide a Lump Sum Cost for Year One Contract Services.

| INVOICE TO   | SHIP TO   |
|--|---|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 2    | Privacy and Cybersecurity Training Solution - Optional YR2 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Two Contract Services.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US |  | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 3    | Privacy and Cybersecurity Training Solution - Optional YR3 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Three Contract Services.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US |  | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price | Total Price |
|------|--|---------|------------|------------|-------------|
| 4    | Privacy and Cybersecurity Training Solution - Optional YR4 | 1.00000 | EA         |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Four Contract Services.

**SCHEDULE OF EVENTS**

| Line | Event                                       | Event Date |
|------|---|------------|
| 1    | Technical Question Deadline at 9:00 AM (ET) | 2020-08-31 |

**SOLICITATION NUMBER:** CRFQ ISC2100000005

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

1. The purpose of this addendum is to extend bid opening date one week.

No additional changes.

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

MediaPro Holdings, LLC

\_\_\_\_\_  
Company

*Trevor Tawney*

\_\_\_\_\_  
Authorized Signature

8/19/2020

\_\_\_\_\_  
Date

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



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

State of West Virginia  
Request for Quotation  
21 – Info Technology

Proc Folder: 764852

Doc Description: Security/Privacy Training (OT21024)

Proc Type: Central Contract - Fixed Amt

| Date Issued | Solicitation Closes    | Solicitation No         | Version |
|-------------|------------------------|-------------------------|---------|
| 2020-08-12  | 2020-09-02<br>13:30:00 | CRFQ 0210 ISC2100000005 | 1       |

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

MediaPro Holdings, LLC  
20021 120th AVE. NE 98011  
(425) 483-4700

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the purchase of customized Cybersecurity and Privacy Training that is hosted in a vendor-managed Learning Management System (LMS). The WVOT is seeking a product that will provide security and privacy training for an estimated 25,000 end users with an integrated phishing simulator and training per the terms and conditions and specifications as attached.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US |  | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc                                | Qty     | Unit Issue | Unit Price | Total Price   |
|------|---|---------|------------|------------|---|
| 1    | Privacy and Cybersecurity Training Solution | 1.00000 | EA         |            | \$89,500.00<br>Additional Customizations priced at \$225 Per hour |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.1. Vendor must provide a Lump Sum Cost for Year One Contract Services.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US |  | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price | Total Price   |
|------|--|---------|------------|------------|---|
| 2    | Privacy and Cybersecurity Training Solution - Optional YR2 | 1.00000 | EA         |            | \$89,500.00<br>Additional Customizations priced at \$225 Per hour |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Two Contract Services.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US |  | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price | Total Price   |
|------|--|---------|------------|------------|---|
| 3    | Privacy and Cybersecurity Training Solution - Optional YR3 | 1.00000 | EA         |            | \$89,500.00<br>Additional Customizations priced at \$225 Per hour |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Three Contract Services.

| INVOICE TO   |  | SHIP TO   |  |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION<br>OFFICE OF TECHNOLOGY<br>1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR<br>CHARLESTON WV25305<br>US |  | WV OFFICE OF TECHNOLOGY<br>BLDG 5, 10TH FLOOR<br>1900 KANAWHA BLVD E<br>CHARLESTON WV 25305<br>US |  |

| Line | Comm Ln Desc   | Qty     | Unit Issue | Unit Price | Total Price   |
|------|--|---------|------------|------------|---|
| 4    | Privacy and Cybersecurity Training Solution - Optional YR4 | 1.00000 | EA         |            | \$89,500.00<br>Additional Customizations priced at \$225 Per hour |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232502  |              |               |         |

**Extended Description :**

Specification 3.1.3. Vendor must provide a Lump Sum Cost for Year Four Contract Services.

**SCHEDULE OF EVENTS**

| Line | Event                                       | Event Date |
|------|---|------------|
| 1    | Technical Question Deadline at 9:00 AM (ET) | 2020-08-31 |



## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

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

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

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

Question Submission Deadline: **August 31, 2020 at 9:00 AM (ET)**

Submit Questions to: **Jessica Chambers**

2019 Washington Street, East

Charleston, WV 25305

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

Email: **Jessica.S.Chambers@wv.gov**

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

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

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

**SEALED BID:**

**BUYER:** Jessica Chambers

**SOLICITATION NO.:** CRFQ ISC2100000005

**BID OPENING DATE:** 09/02/2020

**BID OPENING TIME:** 1:30 PM (ET)

**FAX NUMBER:** (304)558-3970

Revised 01/09/2020

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

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

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

Bid Opening Date and Time: September 2, 2020 at 1:30 PM (ET)

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

**Initial Contract Term:** ~~Initial Contract Term:~~ This Contract becomes effective on Upon Award and extends for a period of One (1) year(s).

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

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

☐ **Other:** See attached.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ 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.

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

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

**10. [Reserved]**

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

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

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

Revised 01/09/2020

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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

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

Trevor Tawney, Account Executive  
(Name, Title)  
Trevor Tawney, Account Executive  
(Printed Name and Title)  
20021 120th Ave NE, Bothell, WA 98011  
(Address)  
(425) 247-4690  
(Phone Number) / (Fax Number)  
Trevor.tawney@mediapro.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

MediaPro Holdings, LLC  
(Company)

*Trevor Tawney* Trevor Tawney, Account Executive  
(Authorized Signature) (Representative Name, Title)

Trevor Tawney, Account Executive  
(Printed Name and Title of Authorized Representative)

August, 18th 2020  
(Date)

(425) 247-4690  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Custom Information Technology Training (OT21024)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a contract for the purchase of customized Cybersecurity and Privacy Training that is hosted in a vendor-managed Learning Management System (LMS). The WVOT is seeking a product that will provide security and privacy training for an estimated 25,000 end users with an integrated phishing simulator and training.
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.
  - 2.3 **“Contract Item”** means a customizable Information Security Training solution for enterprise-wide annual training.
  - 2.4 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.5 **“RFQ”** means the official request for quotation published by the Purchasing Division.
  - 2.6 **“Business Associate”** A person or entity that performs certain functions that involve the use or disclosure of PHI on behalf of or provide services to, a covered entity.
  - 2.7 **“Business Associate Agreement”** A contract between a business associate and a covered entity or between a business associate and its business associate that specifies each party’s responsibility to receive, maintain, transfer and return PHI provided from the covered entity.
  - 2.8 **“Covered Entity”** A health plan, clearinghouse, or health provider, that submit HIPAA-covered transactions electronically and are required to adhere to the requirements of HIPAA.
  - 2.9 **“HIPAA (Health Portability and Accountability Act)”** Refers to the Health Portability and Accountability Act of 1996, the HITECH Act and all the rules promulgated by HHS and incorporated to update HIPAA.
  - 2.10 **“HIPAA Breach Notification Rule”** A regulation created by HHS, under HIPAA, that requires notification to HHS by a covered entity of a breach of unsecured protected health information. It also requires notification to the affected individuals based on the total number of affected individuals.

REQUEST FOR QUOTATION  
Custom Information Technology Training (OT21024)

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- 2.11 **“HIPAA Enforcement Rule”** A regulation created by HHS, under HIPAA, that contains provisions for compliance by covered entities and investigations by the Office of Civil Rights.
- 2.12 **“HIPAA Privacy Rule”** A regulation created by the US Department of Health and Human Service (HHS), under HIPAA, that establishes national standards to protect individuals’ medical records and other health records and applies to covered entities.
- 2.13 **“HIPAA Security Rule”** A regulation created by HHS, under HIPAA, that establishes national security standards to protect individuals’ medical records which are held or transferred in electronic form and other health records and applies to covered entities.
- 2.14 **“Identity Theft”** The deliberate use of someone else’s identity, usually to gain a financial advantage or to obtain credit or other benefits in the person’s name and perhaps to the disadvantage of the person.
- 2.15 **“Incident”** Unauthorized access use or disclosure of personally identifiable information (PII) or personal health information (PHI).
- 2.16 **“Minimum Necessary Standard”** A standard that requires a covered entity and business associates to make reasonable efforts to limit access to PHI to those persons who need access to carry out their duties and to disclose only the amount of PHI that is reasonably necessary to achieve the required purpose.

### 3. GENERAL REQUIREMENTS:

**3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

#### 3.1.1 Custom Privacy and Cybersecurity Training Solution

3.1.1.1 The Privacy and Cybersecurity Training Solution must be an adaptive curriculum for Cybersecurity (Information Security) and Privacy training. The State of West Virginia must be able to customize the training topics.

3.1.1.2 The Privacy and Cybersecurity Training Solution must provide integration with the State’s current Active Directory environment.

3.1.1.3 The Privacy and Cybersecurity Training Solution must have editable modules for the following topics, at a minimum:

3.1.1.3.1 Understanding Security Threats



**REQUEST FOR QUOTATION**  
**Custom Information Technology Training (OT21024)**

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- 3.1.1.3.2 Security Responsibilities**
- 3.1.1.3.3 Physical Threats**
- 3.1.1.3.4 Emergency Preparation**
- 3.1.1.3.5 Securing Work Areas and Resources**
- 3.1.1.3.6 Access Controls**
- 3.1.1.3.7 Safe Computing and Electronic Threats**
- 3.1.1.3.8 Social Engineering Threats**
- 3.1.1.3.9 Password Guidelines**
- 3.1.1.3.10 Safe Remote and Mobile Computing**
- 3.1.1.3.11 Acceptable Use**
- 3.1.1.3.12 Phishing Identification and Prevention**
- 3.1.1.3.13 Physical Security and Emergency Preparation**
- 3.1.1.3.14 Responsible Social Networking**
- 3.1.1.3.15 Protecting and Handling Data**
- 3.1.1.3.16 Records Management and Data Classification**
- 3.1.1.3.17 Privacy Awareness and Privacy Principles (PII)**
- 3.1.1.3.18 Complying with PCI-DSS**
- 3.1.1.3.19 Complying with HIPAA**
- 3.1.1.3.20 Understanding PII**
- 3.1.1.3.21 Social Engineering**
- 3.1.1.3.22 Identity Theft**
- 3.1.1.3.23 Incident Reporting**

**REQUEST FOR QUOTATION**  
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**3.1.1.3.24 HIPAA Training, including:**

**3.1.1.3.24.1 What is HIPAA?**

**3.1.1.3.24.2 Personal Health Identifying Information**

**3.1.1.3.24.3 Covered Entities**

**3.1.1.3.24.4 HIPAA Privacy Rule**

**3.1.1.3.24.5 HIPAA Security Rule?**

**3.1.1.3.24.6 HIPPA Enforcement Rule?**

**3.1.1.3.24.7 HIPAA Breach Notification Rule?**

**3.1.1.3.24.8 The Importance of confidentiality**

**3.1.1.3.24.9 The Minimum Necessary Standard**

**3.1.1.3.24.10 Business Associate Agreements**

**3.1.1.3.24.11 Patient Rights**

**3.1.1.4 The Privacy and Cybersecurity Training Solution must have the option to include Role Based Training.**

**3.1.1.5 The Privacy and Cybersecurity Training Solution must support 25,000 active employees and on-site contractors.**

**3.1.1.6 The Privacy and Cybersecurity Training Solution must be hosted in an LMS that is compatible with a SCORM 2.0 or higher.**

**3.1.1.7 LMS must allow for additional 3<sup>rd</sup> party SCORM compliant courses to be uploaded.**

**3.1.1.8 LMS must be able to integrate with Microsoft Lightweight Directory Access Protocol (LDAP).**

**3.1.1.9 The Privacy and Cybersecurity Training Solution must be branded with the West Virginia State Seal and Office of Technology Logos.**

**3.1.1.10 The Privacy and Cybersecurity Training Solution must contain appropriate images to the training content and contain West Virginia-specific graphics.**



**REQUEST FOR QUOTATION**  
**Custom Information Technology Training (OT21024)**

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- 3.1.1.11** The Privacy and Cybersecurity Training Solution must contain a customer-customizable “Resources” section.
- 3.1.1.12** The Privacy and Cybersecurity Training Solution must generate optional Certificates of Completion
- 3.1.1.13** The Privacy and Cybersecurity Training Solution must provide options for course rollout assistance, specifically:
  - 3.1.1.13.1** Launching an entire course
  - 3.1.1.13.2** Launching sections of a course
  - 3.1.1.13.3** Noting students as “passed” or “failed”
  - 3.1.1.13.4** Pass or failed percentage or score must be customizable.
- 3.1.1.14** The Privacy and Cybersecurity Training Solution must allow knowledge checks and graded assessments
- 3.1.1.15** The Privacy and Cybersecurity Training Solution must have a targeted length of at least 30 minutes, and no more than 45 minutes, of education content.
- 3.1.1.16** The Privacy and Cybersecurity Training Solution must provide a phishing simulator along with training if an end user fails the phishing simulation.
- 3.1.1.17** The Phishing Simulator must have predesigned and editable phishing templates for users conducting the simulation.
  - 3.1.1.17.1** Customization must be included for the email message itself along with; attachments and web address the end user will click on.
  - 3.1.1.17.2** Predesigned templates must mimic current real-world phishing attacks.
- 3.1.1.18** The phishing simulator must support multi-factor authentication for log-in.
- 3.1.1.19** The phishing simulator must integrate with Microsoft Lightweight Directory Access Protocol (LDAP).

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**Custom Information Technology Training (OT21024)**

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- 3.1.1.20** Provide reports, visualizations and graphs showing user interactions.
  - 3.1.1.20.1** Reports must be able to be exported to popular file formats for distribution such as .pdf, .csv, .xlsx, etc.
  - 3.1.1.20.2** Reports must be able to generate reports for specific end-users or specific state.
- 3.1.1.21** The phishing simulator must support automation for creating future tests and automatically launching them on the specified date.
- 3.1.1.22** The phishing simulator must also include a reporting option for the end users to report phishing emails and track the reporting statistics for testing campaigns.
  - 3.1.1.22.1** The reporting option must be able to be utilized for all phishing emails reported to the Office of Technology.
  - 3.1.1.22.2** Be sure to describe and list all tools or processes that can be used to analyze malicious email with the reporting tool.
- 3.1.1.23** The phishing simulator must have the ability to test for user input (i.e. the user clicks on a link and provides requested information to “scammers”)
- 3.1.1.24** The phishing simulator must support attachments.
- 3.1.1.25** The phishing simulator must be able to provide, at a minimum, statistics on: users that clicked links and/or visited sites, provided credentials, opened or forwarded the email, time stamps for interactions, phishing training and test results.
- 3.1.1.26** The phishing simulator must support phishing campaigns up to 5,000 users/email addresses.
- 3.1.1.27** The phishing simulator must have end-user education options in the form of an educational landing page, reply email, or training module.

REQUEST FOR QUOTATION  
Custom Information Technology Training (OT21024)

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- 3.1.2 Vendor should provide documentation with its bid showing how its product meets the specifications contained in this solicitation. This information must be provided prior to award.
- 3.1.3 Vendor should include Optional Annual Renewal Years pricing for Years 2, 3, and 4. Optional Annual Renewals will be initiated by the Agency, agreed to by the Vendor, and executed via formal Change Order processed by the WV Purchasing Division.

**4 CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide a lump sum yearly purchase price for the customized Information Security Training solution. The Contract shall be awarded to the Vendor that provides the customized Information Security Training solution meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by filling in the price for the customized Information Security Training Solution with a one-year license, plus providing hourly rate costs for additional customization and program add-ons. 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.

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

**5 PAYMENT:**

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

**6 DELIVERY AND RETURN:**

REQUEST FOR QUOTATION  
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**6.1 Shipment and Delivery:** Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 90 working days after receiving a purchase order or notice to proceed unless an alternative deadline is agreed to by both parties. Contract Items must be delivered to Agency at 1900 Kanawha Blvd. East, Bldg. 5, 10<sup>th</sup> Floor, Charleston, WV 25302. Attention: Danielle Cox.

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

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

**6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

**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.

REQUEST FOR QUOTATION  
Custom Information Technology Training (OT21024)

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

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

7.1.4 Failure to remedy deficient performance upon request.

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

7.2.1 Immediate cancellation of the Contract.

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

**7.2.3** Any other remedies available in law or equity.

Justification: PURCHASING AFFIDAVIT

Due to the COVID19 Pandemic we are unable to have the "PURCHASING AFFIDAVIT" notarized. Thank you for your understanding in this matter.



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: MediaPro Holdings, LLC

Authorized Signature: K. Olaske Date: Aug 19, 2020

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/14/2020

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 WA#877030 1-206-343-2323<br>AssuredPartners of Washington, LLC<br>AssuredPartners of Wash. Ins. Agency, LLC CA Lic 0K61066<br>1325 Fourth Avenue, Suite 2100<br><br>Seattle, WA 98101 |  | CONTACT NAME:<br>PHONE (A/C, No. Ext):<br>E-MAIL ADDRESS:  | FAX (A/C, No): |
| INSURED<br>MediaPro Holdings, LLC<br><br>20021 120th Ave. N.E.<br><br>Bothell, WA 98011  |  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: TRAVELERS PROP CAS CO OF AMER<br>INSURER B: TRAVELERS IND CO<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |                |
|  |  | NAIC #<br>25674<br>25658   |                |

**COVERAGES**

CERTIFICATE NUMBER: 59041710

REVISION NUMBER:

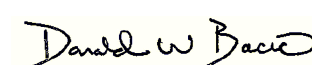
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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  |
|----------|--|---------------------------------|----------|---------------------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |                                 |          | ZPP41M75866               | 04/14/20                | 04/14/21                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |                                 |          | BA4K89457A                | 04/14/20                | 04/14/21                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |                                 |          | CUP0N365248               | 04/14/20                | 04/14/21                | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br><input type="checkbox"/> | N/A      | ZPP41M75866 - WA STOP GAP | 04/14/20                | 04/14/21                | PER STATUTE <input checked="" type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

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

Blanket Additional Insured and Waiver of subrogation applies as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| MediaPro Holdings, LLC<br><br>20021 120th Ave. N.E.<br><br>Bothell, WA 98011<br><br>USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|---|--|

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ACORD 25 (2016/03)

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DaveHammond  
59041710

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**TECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <b>A.</b> Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion | <b>J.</b> Blanket Additional Insured - Lessors Of Leased Equipment   |
| <b>B.</b> Non-Owned Watercraft Less Than 75 Feet  | <b>K.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| <b>C.</b> Aircraft Chartered With Pilot   | <b>L.</b> Blanket Additional Insured - Broad Form Vendors  |
| <b>D.</b> Damage To Premises Rented To You  | <b>M.</b> Who Is An Insured - Unnamed Subsidiaries   |
| <b>E.</b> Increased Supplementary Payments  | <b>N.</b> Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures  |
| <b>F.</b> Who Is An Insured - Employees And Volunteer Workers - First Aid                       | <b>O.</b> Medical Payments - Increased limits  |
| <b>G.</b> Who Is An Insured - Employees - Supervisory Positions                                 | <b>P.</b> Contractual Liability - Railroads  |
| <b>H.</b> Who Is An Insured - Newly Acquired Or Formed Organizations                            | <b>Q.</b> Knowledge And Notice Of Occurrence Or Offense  |
| <b>I.</b> Blanket Additional Insured - Owners, Managers Or Lessors Of Premises                  | <b>R.</b> Unintentional Omission   |
|   | <b>S.</b> Blanket Waiver Of Subrogation  |

**PROVISIONS**

**A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph 2., of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- a. Expected Or Intended Injury Or Damage**  
 "Bodily injury" or "property dam-

age" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**B. NON-OWNED WATERCRAFT LESS THAN 75 FEET**

The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- (2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

**C. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

**D. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.**, **g.** and **h.**, and Paragraphs (1), (3) and (4) of Exclusion **j.**, do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by fire unless Exclusion **f.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section **III - Limits Of Insurance**.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

**E. INCREASED SUPPLEMENTARY PAYMENTS**

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID**

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

**G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

**K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";



(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

#### **M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

#### **N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **Section II - Who Is An Insured**.

#### **O. MEDICAL PAYMENTS - INCREASED LIMITS**

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

#### **P. CONTRACTUAL LIABILITY - RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### **Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of **Section II - Who Is An Insured**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-

ized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

#### **R. UNINTENTIONAL OMISSION**

The following is added to Paragraph 6., **Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

#### **S. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

1. Purpose and Scope:

MediaPRO is pleased to respond to WVOT's RFQ for a product that will provide security and privacy training for an estimated 25,000 end users with an integrated phishing simulator and training.

2. Definitions: 2.3 "Contract Item" through 2.16 "Minimum Necessary Standard" - MediaPRO acknowledges and accepts these definitions.

3.1.1 Custom Privacy and Cybersecurity Training Solution

3.1.1.1 Yes. MediaPRO offers an adaptive curriculum for Cybersecurity (Information Security) and Privacy training solution. The State of West Virginia can customize the training topics included in each training offering.

3.1.1.2 Yes. MediaPRO's Privacy and Cybersecurity Training Solution integrates with the following Active Directory environments: Microsoft ADFS, Azure, Ping, Okta

3.1.1.3 Yes. MediaPRO's Privacy and Cybersecurity Training Solution has over 400 interchangeable topics, here are samples of those requested at a minimum:

3.1.1.3.1 Understanding Security Threats – Yes, Sample below

The screenshot displays the 'Security Awareness TrainingPack' interface. At the top, it says 'Security Awareness TrainingPack' and 'Security at a Glance Topics'. The MediaPRO logo is in the top right corner. The main content area is titled 'Security Threats at a Glance' and contains the following text: 'A security threat is anything that puts our information or resources at risk. Such incidents may result from malicious attempts to steal information or from simple inattention to a security policy or procedure. You encounter countless threats throughout your work day, often without realizing it. However, you have the power to stop most incidents from occurring. Take a moment to learn more about security threats.' Below this text is a mouse cursor icon and the instruction: 'To learn more, click each **BUTTON** and explore the associated threats. When you are ready, click **NEXT**.' There are three circular buttons with light blue borders and red downward arrows at the top. The first button is labeled 'CYBERCRIME' and features a padlock icon. The second button is labeled 'LOSS' and features a magnifying glass over a document icon. The third button is labeled 'THEFT' and features an icon of a person running. The background of the interface is a light blue grid pattern with a large white padlock icon. At the bottom, there is a dark blue navigation bar with the text 'Screen 1 of 11', 'BACK' with a left arrow, 'NEXT' with a right arrow, and 'MENU' with a speaker icon.

## Types of Threats

Your awareness and good security habits are key to stopping the nearly endless threats posed by loss, theft, and cybercrime.

Take a moment to learn more about how these threats may manifest.



To begin, click **START**. Read each scenario and answer the question. To see examples of threats, click **EXAMPLES**. When you are finished, click **NEXT**.

[START](#)

### 3.1.1.3.2 Security Responsibilities – Yes, Sample below

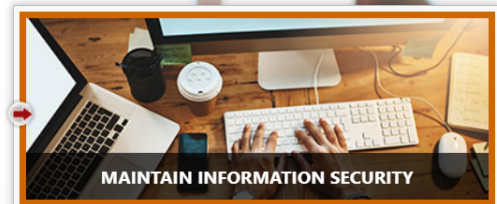
## Your Responsibilities

Many employees don't realize the impact their actions have on the security of our organization and our customers. Whether you password protect your laptop or shred a confidential document, these seemingly minor decisions have a huge impact on information security.

Our number one defense against information theft and loss is you. Everyone is responsible for knowing and following our organization's security policies and procedures. By doing so, you ensure our information and resources remain secure, protect our reputation, and help us avoid costly penalties for violating the law.



To learn more, click each **RESPONSIBILITY**. When you are finished, click **NEXT**.



### 3.1.1.3.3 Physical Threats – Yes, Sample below

Security Awareness TrainingPack

MediaPRO

## Security at a Glance Topics

### Physical Security at a Glance

You are one of the most important defenders of the physical security of our information and property.

Your actions help protect our personnel, resources, and facilities from loss or damage from events such as theft, vandalism, fires, and natural disasters.

Take a few moments to learn about some best practices for protecting us.

 To learn more about physical security best practices, click each **IMAGE**. When you are finished, click **NEXT**.



Screen 2 of 11

BACK < > NEXT

 MENU

### 3.1.1.3.4 Emergency Preparation – Yes, Sample below

Security Awareness TrainingPack


MediaPRO

## Physical Security

### Emergency Preparation

Earthquakes, fires, storms, floods—these kinds of disasters all pose a threat to our physical security. Knowing ahead of time what to do in an emergency can ease stress and keep you safe.

Take a minute to review these tips on how to prepare for emergencies before they happen.


 To review how emergency preparation helps you to safeguard against physical threats, click each **CHECK BOX**. When you are finished, click **NEXT**.

### Emergency Preparation Checklist

- ☐ Know your office layout and evacuation routes.
- ☐ Keep emergency phone numbers handy.
- ☐ Participate in all emergency drills.
- ☐ Verify and update your contact information.

Screen 3 of 8

BACK < > NEXT

 MENU



### 3.1.1.3.5 Securing Work Areas and Resources – Yes, Sample below

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## Physical Security

### Securing Work Areas and Resources

We take for granted that our facilities and resources are secure. As a result, we fall into bad habits. We don't think about how one mistake could compromise sensitive information ... until it's too late.


It's time to start thinking more about security so that you can protect your work area and our important resources throughout your day.

 To learn more, click **START** and decide if each action is a **DO** or **DON'T**. When you are finished, click **NEXT**.

 **START**

Screen 4 of 8

BACK < > NEXT


 MENU

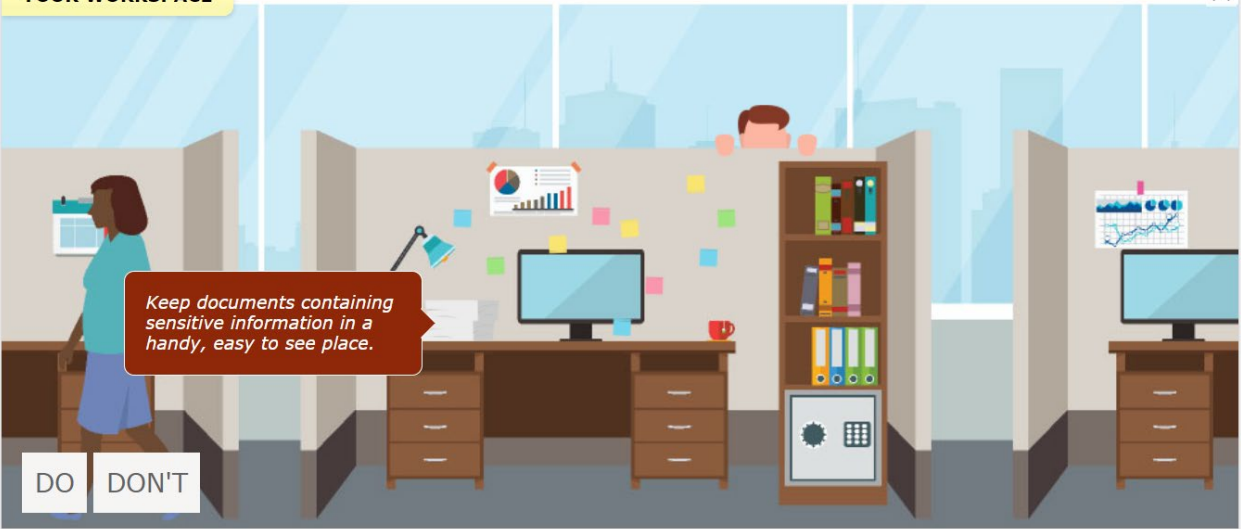
Security Awareness TrainingPack

MediaPRO

## Physical Security

### Securing Work Areas and Resources

**YOUR WORKSPACE** 




DO

DON'T

Screen 4 of 8

BACK < > NEXT

 MENU

Question 1 of 12

### 3.1.1.3.6 Access Controls – Yes, Sample below



## Access Controls

Access controls are designed to prevent unauthorized parties from entering our facilities and also to limit access to confidential information. To ensure our access controls function as intended, you must follow our policies.

Practice implementing access controls by completing the Access Control Challenge.



To prevent unauthorized access to our facility, click each **NUMBER** and decide whether the action is safe or unsafe. When you are finished, click **NEXT**.



Screen 5 of 8

BACK



NEXT



MENU

### 3.1.1.3.7 Safe Computing and Electronic Threats – Yes, Sample below

## Electronic Threats

Electronic threats most often come as malware, which is short for "malicious software." Malware can infect our organization's computers and our network through shared files, e-mail attachments, CD-ROMs, portable drives, hyperlinks, and downloads from the Internet. Always be 100% confident in the source of information you receive or download.

Learn how to recognize the warning signs of malware.



Click **START** to begin. Watch each **ANIMATION** and then identify the warning sign of malware. When you are finished, click **NEXT**.



Screen 2 of 16

BACK



NEXT



MENU

### 3.1.1.3.8 Social Engineering Threats – Yes, Sample below

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MediaPRO

## Safe Computing

### Social Engineering Threats


Social engineering is the clever manipulation of people in order to gain privileged information. People who engage in social engineering use deception and will readily lie to try to get you to help them.


They may attempt to gain access to buildings or try to elicit passwords or other sensitive information from you.

Social engineering occurs:

- On the telephone as a request for information.
- In person as a request for access.
- Via e-mails as a request for information.

Take a moment to experience social engineering in action and see if you can spot what went wrong.

 To learn more, click **START**. When you are finished, click **NEXT**.



Screen 3 of 16

BACK &lt; &gt; NEXT

 MENU


Security Awareness TrainingPack

MediaPRO

## Safe Computing

### Social Engineering Threats

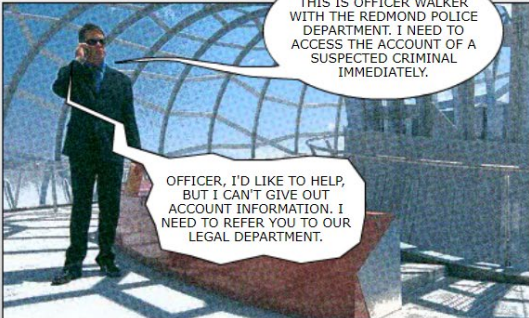
JANE IN TECH SUPPORT JUST RECEIVED A CALL.



THANK YOU FOR CALLING LOCAL POWER. THIS IS JANE, MAY I HAVE YOUR ACCOUNT NUMBER, PLEASE?

THIS IS OFFICER WALKER WITH THE REDMOND POLICE DEPARTMENT. I NEED TO ACCESS THE ACCOUNT OF A SUSPECTED CRIMINAL IMMEDIATELY.

OFFICER, I'D LIKE TO HELP, BUT I CAN'T GIVE OUT ACCOUNT INFORMATION. I NEED TO REFER YOU TO OUR LEGAL DEPARTMENT.



**Read the scenario at left. Did Jane jeopardize security?**

☐ Yes. Jane jeopardized security when she denied information to a police officer.

☐ No. Jane has not jeopardized security.

Question 1 of 5

Screen 3 of 16

BACK &lt; &gt; NEXT

 MENU

### 3.1.1.3.9 Password Guidelines – Yes, Sample below


Security Awareness TrainingPack

MediaPRO

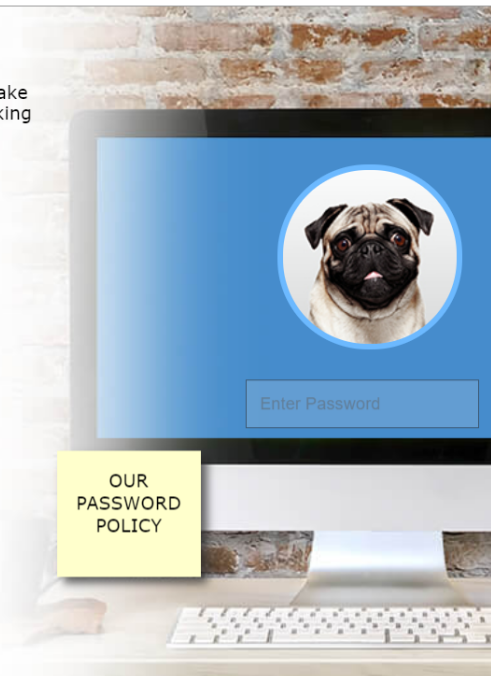
## Safe Computing

### Password Guidelines

Everyone knows how to create strong passwords, right? But be careful not to make assumptions based on outdated standards. Keep your passwords strong by thinking through these Dos and Don'ts.

 For each item in the list, click either **DO** or **DON'T**. When you are finished, click **NEXT**.

|  |                             |   |
|--|-----------------------------|---|
| Create passwords that are highly complex, using a mixture of characters, numbers, and special symbols. | DO <input type="checkbox"/> | DON'T <input checked="" type="checkbox"/> |
| Pick one very strong password and use it for your various accounts.                                    | DO <input type="checkbox"/> | DON'T <input checked="" type="checkbox"/> |
| Check your password against a database of passwords known to have been compromised.                    | DO <input type="checkbox"/> | DON'T <input checked="" type="checkbox"/> |
| Make your passwords at least 8 characters long.  | DO <input type="checkbox"/> | DON'T <input checked="" type="checkbox"/> |



Screen 7 of 16

BACK < > NEXT

MENU

### 3.1.1.3.10 Safe Remote and Mobile Computing – Yes, Sample below

Security Awareness TrainingPack

MediaPRO

## Safe Remote and Mobile Computing



### Introduction

Today's work environment is more connected than ever. Mobile devices and other technologies let us create a virtual office while on the road or when working from home. But this convenience must come with vigilance! Away from the safety of our network, there are a variety of electronic and physical threats.

Simple tasks—like downloading an app, sending an e-mail from home, or logging on to a hotel's Wi-Fi network—could cause a data breach. These actions, and others, must be performed with security in mind. Doing so will protect yourself and our organization.

 To learn more, click **OBJECTIVES**. When you are finished, click **NEXT**.

 **OBJECTIVES**

Screen 1 of 12

BACK < > NEXT

MENU

### 3.1.1.3.11 Acceptable Use – Yes, Sample below

Security Awareness TrainingPack


MediaPRO

## Safe Computing

### Acceptable Use

We provide computers, networks, and other electronic devices and systems to allow employees to work easily and efficiently. You probably know that these resources should be used only for work purposes, but ignoring acceptable use policies also exposes our organization to security threats, such as malware attacks and network security vulnerabilities.

Acceptable use best practices and procedures apply to everyone, and you have a responsibility to know and follow them. Take a moment to learn more about acceptable use.

 To learn more, click each **TOPIC** and decide if each action is a **DO** or **DON'T**. When you are finished, click **NEXT**.

ELECTRONIC COMMUNICATIONS POLICY

INTERNET USE POLICY

ORGANIZATIONAL RESOURCES POLICY

Screen 12 of 16

BACK

NEXT

MENU

### 3.1.1.3.12 Phishing Identification and Prevention – Yes, Sample below

Security Awareness TrainingPack

MediaPRO


## Preventing Phishing

### Introduction

If you or anyone you know has ever been hooked by phishing, you know it's more than just an annoyance that fills our inbox. In fact, it's a criminal activity that defrauds individuals and ruins companies, costing billions of dollars each year.

Put simply: phishing is the most significant risk to our information.

You are the target of this cybercrime—but you're also our best chance at avoiding this risk. If you develop the right attitude and the right skills, you can keep us—and yourself—safe from cybercrime.

 To learn more, click **OBJECTIVES**. When you are finished, click **NEXT**.

OBJECTIVES

Name:

Password:

Screen 2 of 10

BACK

NEXT

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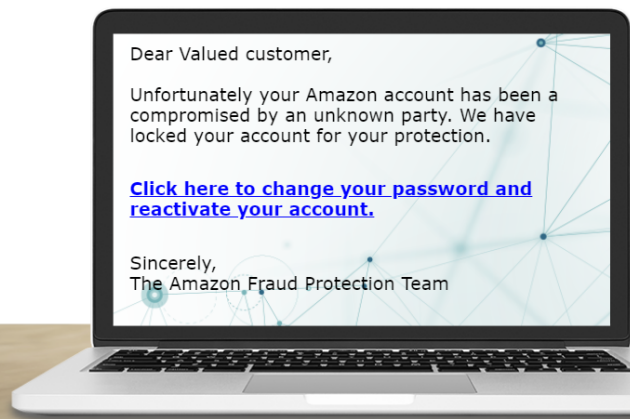


## What's in a URL?

If you're going to get phished, it will likely be with a link or URL trying to seem like something else. That's why you've got to build the skills to know what's in a URL. On most systems, all you need to do is hover your mouse cursor over a hyperlink, [like this one](#). You can view links on your smartphone too, usually by tapping and holding on the link text. But don't be fooled: the craftiest cybercrooks will disguise their links to pass as legitimate URLs on first glance.



To learn more about URLs, investigate the **HYPERLINK** in the message. When you are finished, click **NEXT**.



Dear Valued customer,

Unfortunately your Amazon account has been a compromised by an unknown party. We have locked your account for your protection.

[Click here to change your password and reactivate your account.](#)

Sincerely,  
The Amazon Fraud Protection Team

Where would  
"http://amazone.com/amazon.fraud.protection/login.php"  
take you?

- ☐ amazon.com
- ☐ amazone.com
- ☐ amazon.fraud.protection

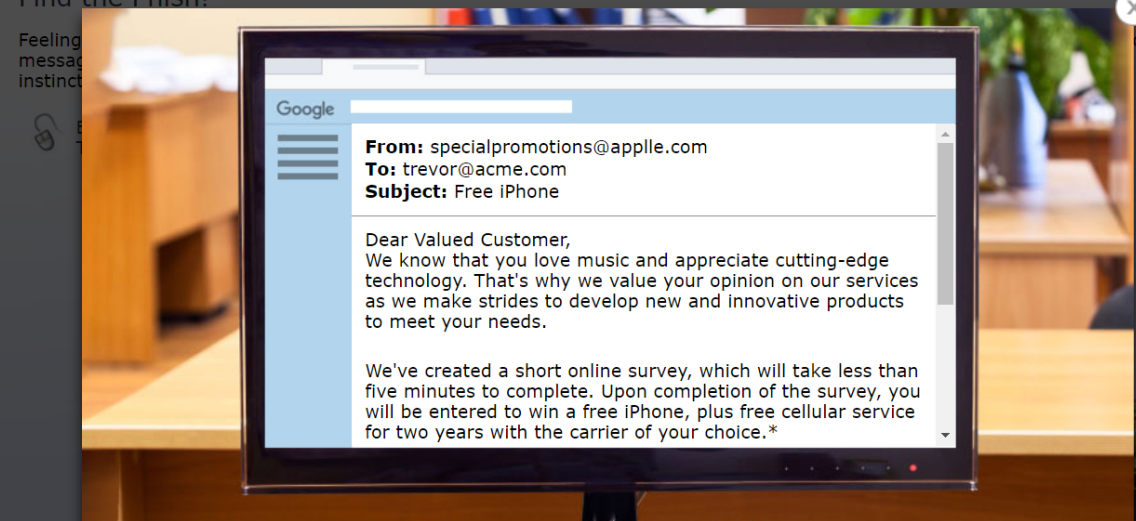
Screen 5 of 10

BACK < > NEXT

MENU

## Find the Phish!

Feeling  
messag  
instinct



Google

**From:** specialpromotions@apple.com  
**To:** trevor@acme.com  
**Subject:** Free iPhone

Dear Valued Customer,  
We know that you love music and appreciate cutting-edge technology. That's why we value your opinion on our services as we make strides to develop new and innovative products to meet your needs.

We've created a short online survey, which will take less than five minutes to complete. Upon completion of the survey, you will be entered to win a free iPhone, plus free cellular service for two years with the carrier of your choice.\*

KEEP [5 icons] DELETE

Screen 10 of 10

BACK < > NEXT

MENU

### 3.1.1.3.13 Physical Security and Emergency Preparation – Yes, Sample below

Security Awareness TrainingPack

MediaPRO

## Physical Security

### Taking on Tailgating

**STRANGER DANGER**  
As you use your credentials to enter the office, a person standing in the lobby puts away his phone and then casually attempts to follow you inside without using his credentials. He doesn't look familiar, but there have been a lot of visitors in the office lately, so maybe he's expected.

How would you respond?

- ☐ Let the person in so that he's not late.
- ☐ Say, "Bummer. I can't let you in." Then, close the door in his face.
- ☐ Ask, "Can I help you with something?"



Oh hey, how's it going?

Question 1 of 4

Screen 6 of 8

BACK < > NEXT

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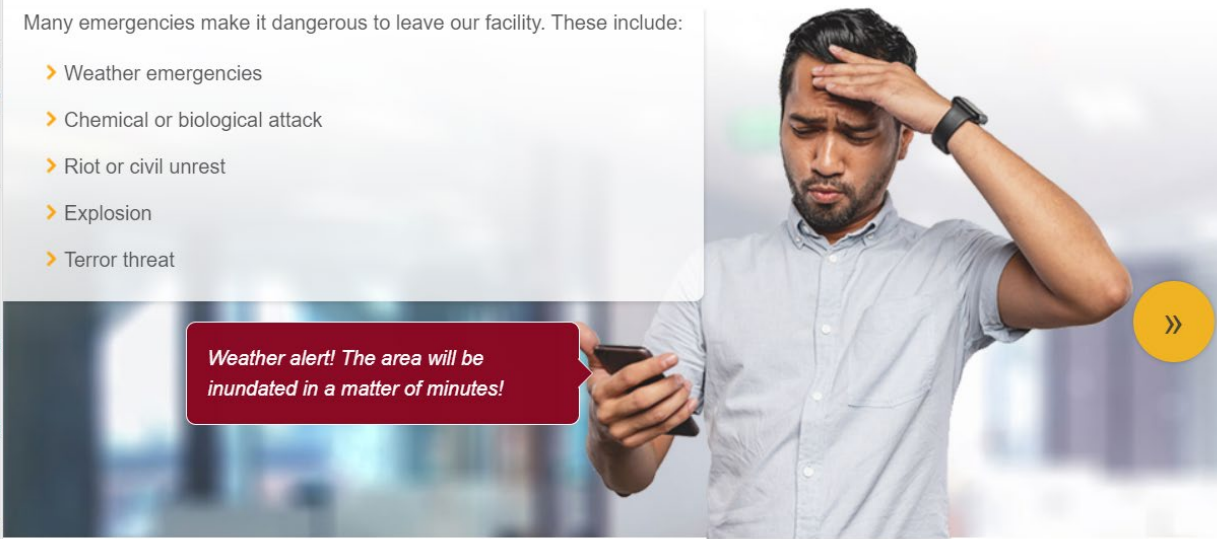
Introduction to Emergency and Crisis Management

## Emergency and Crisis Management

### Shelter in Place

Many emergencies make it dangerous to leave our facility. These include:

- > Weather emergencies
- > Chemical or biological attack
- > Riot or civil unrest
- > Explosion
- > Terror threat



Weather alert! The area will be inundated in a matter of minutes!

To begin, click **START**. Advance the slideshow by clicking the **DOUBLE ARROW** (»). When you are finished, click **> NEXT**.

Screen 3 of 8

BACK < > NEXT

MENU

## Emergency Preparation

Earthquakes, fires, storms, floods—these kinds of disasters all pose a threat to our physical security. Knowing ahead of time what to do in an emergency can ease stress and keep you safe.

Take a minute to review these tips on how to prepare for emergencies before they happen.



To review how emergency preparation helps you to safeguard against physical threats, click each **CHECK BOX**. When you are finished, click **NEXT**.

### *Emergency Preparation Checklist*

- ☐ Know your office layout and evacuation routes.
- ☐ Keep emergency phone numbers handy.
- ☐ Participate in all emergency drills.
- ☐ Verify and update your contact information.



### 3.1.1.3.14 Responsible Social Networking – Yes, Sample below

## Introduction



Meet Crystal and Mike—two great employees with two very different opinions on a topic that continues to divide us: social media.





## Responsible Use of Social Media

### Prudent Posts

Sharing information on social media is convenient, fun, and only takes a second. Unfortunately, it's easy to "overshare" sensitive information, even if your intentions are innocent.

Post with caution to protect others, our organization, and yourself from a social media mishap.

#### PERSONAL DATA

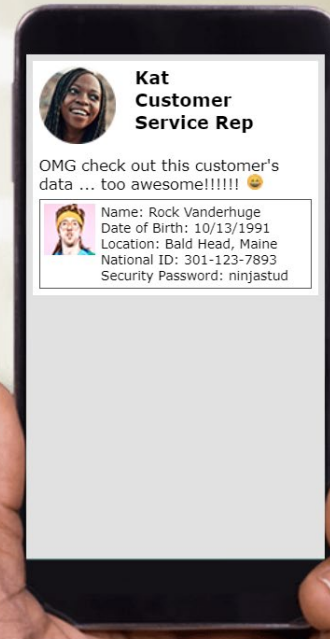
The personal data of individuals in our care should be treated with the utmost care; don't betray that trust.



Review this inappropriate post, then click **PROTECT** to see how the post could be changed to protect sensitive information.



**PROTECT**



Screen 3 of 9

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### 3.1.1.3.15 Protecting and Handling Data – Yes, Sample below

## Protecting and Handling Data

### Introduction

Proprietary information. Confidential e-mails. Customer records. Payroll sheets. Business contracts ... the list is endless. If information like this is mishandled, we could be in major trouble. That's why we need you to properly classify, store, transmit, and back up data, no matter what type of information you handle.



To learn more, click **OBJECTIVES**. When you are finished, click **NEXT**.



**OBJECTIVES**



Screen 1 of 9

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NEXT



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### 3.1.1.3.16 Records Management and Data Classification – Yes, Sample below

Privacy Awareness TrainingPack

MediaPRO


## Records Management

### Benefits of Records Management

We depend on our records. When we control the daily flow of documents, we provide our employees and customers with accurate and usable information.

Take a moment to explore some of the benefits of our records management policies.

To view benefits of our records management policies, click each **IMAGE**. When you are finished, click **NEXT**.



Screen 2 of 14

BACK < > NEXT

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Privacy Awareness TrainingPack

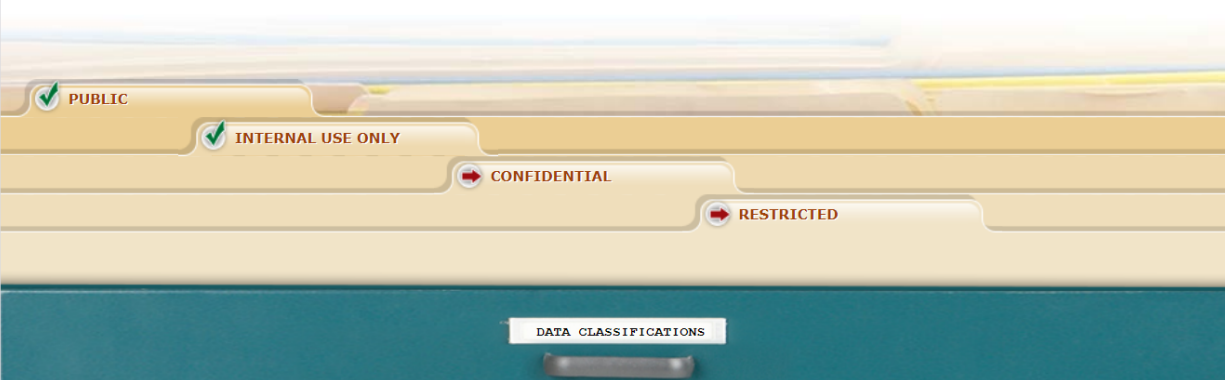
MediaPRO

## Records Management

### Data Classifications

While some records contain information that is public knowledge, others contain information that must be guarded against unauthorized access. Our data classification and protection procedures help you understand what records need to be protected and what is available for public disclosure.

To learn more about our data classifications, click each **FOLDER**. When you are finished, click **NEXT**.



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### 3.1.1.3.17 Privacy Awareness and Privacy Principles (PII) - Yes, Sample below

Privacy Awareness TrainingPack

MediaPRO

## Privacy and Personal Information

### Identifying Personal Information

**COMMON EXAMPLES OF PERSONAL INFORMATION**

- Names
- Addresses
- Dates of birth
- Credit card numbers
- Social Security numbers
- Driver's license numbers
- E-mail addresses
- Account numbers
- Biometric data
- Genetic information
- Location data
- Photos

START

PERSONAL INFORMATION

NON-PERSONAL INFORMATION

Screen 6 of 14

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Privacy Awareness TrainingPack


MediaPRO

## Privacy and Personal Information

### Defining Privacy

In the professional world, privacy means an individual's expectation that we will use their personal information in limited ways and protect it from disclosure to unauthorized parties. However, there's no single definition of what counts as personal data; it varies from nation to nation—and even from industry to industry.

Take a moment to learn more about the different types of personal data and how each applies to an individual's right to privacy.

 To learn more, click each type of **DATA**. When you are finished, click **NEXT**.

PERSONAL DATA

SENSITIVE PERSONAL DATA

GENETIC AND BIOMETRIC DATA

PSEUDONYMOUS DATA

Screen 3 of 14

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MENU



## Privacy at a Glance Topics

### Privacy Principles at a Glance

Our customers expect that we will keep their personal information private by using it in limited ways and protecting it from disclosure to unauthorized parties. When we safeguard customer information, we comply with federal regulations but, more importantly, we show our customers that they can trust us to protect them from identity theft.

Remember: You are responsible for knowing and following our privacy policies and procedures

Take a moment to learn more about private information and how to protect it.



To learn more about privacy, click each **QUESTION**. When you are finished, click **NEXT**.



Screen 1 of 7

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NEXT



MENU

## Privacy and Personal Information

### Privacy Principles

Imagine yourself as a potential customer of our organization. Wouldn't you want to know that we were good stewards of your sensitive data? That we respected your choices and offered you control over your personal information?

We use our privacy principles as guidelines to ensure that we respect the rights and preferences of those whose information we collect, in accordance with the highest standards. Take some time to learn more about the relationship between those privacy rights and principles.



To learn more, advance the **SLIDESHOW** by clicking the **DOUBLE ARROW** (»). When you are finished, click **NEXT**.



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MENU

### 3.1.1.3.18 Complying with PCI DSS – Yes, Sample below





## PCI Security Standards for IT and Back Office

- **PCI Security Standards** — Assessment

- Threats to Cardholder Data
- The PCI Security Standards
- Common Fraudulent Practices
- Payment Card Security Features
- Protecting Cardholder Data at Work
- PCI DSS Requirements
- Retention, Access, and Distribution
- Working with Vendors
- Reporting an Incident
- Knowledge Check
- Summary

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visited

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## PCI Security Standards for Managers

- **PCI Security Standards** — Assessment

- Threats to Cardholder Data
- The PCI Security Standards
- Ensuring PCI Compliance
- Common Fraudulent Practices
- Payment Card Security Features
- Protecting Cardholder Data at the Point of Sale
- Protecting Cardholder Data at Work
- PCI DSS Requirements
- Retention, Access, and Distribution
- Working with Vendors
- Preventing Card Device Tampering
- Reporting an Incident
- Knowledge Check
- Summary

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visited

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## PCI Security Standards on the Phone and Online

- **PCI Security Standards** Assessment

Threats to Cardholder Data  
The PCI Security Standards  
Common Fraudulent Practices  
Payment Card Security Features  
Processing Payment Card Transactions  
Protecting Cardholder Data at Work  
Reporting an Incident  
Knowledge Check  
Summary

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## PCI Security Standards at the Point of Sale

- **PCI Security Standards** Assessment

Threats to Cardholder Data  
The PCI Security Standards  
Common Fraudulent Practices  
Payment Card Security Features  
Processing Payment Card Transactions in Person  
Responding to Payment Card Fraud  
Protecting Cardholder Data at the Point of Sale  
Preventing Card Device Tampering  
Reporting an Incident  
Knowledge Check  
Summary

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### 3.1.1.3.19 Complying with HIPAA – Yes, Sample below





## HIPAA for Covered Entities


- ✓ Introduction
- Using and Disclosing PHI
- Rights of Individuals
- Securing PHI
- Enforcement and Breach Notification

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last page visited

### 3.1.1.3.20 Understanding PII – Yes, Sample below

Privacy Awareness TrainingPack





## Privacy and Personal Information

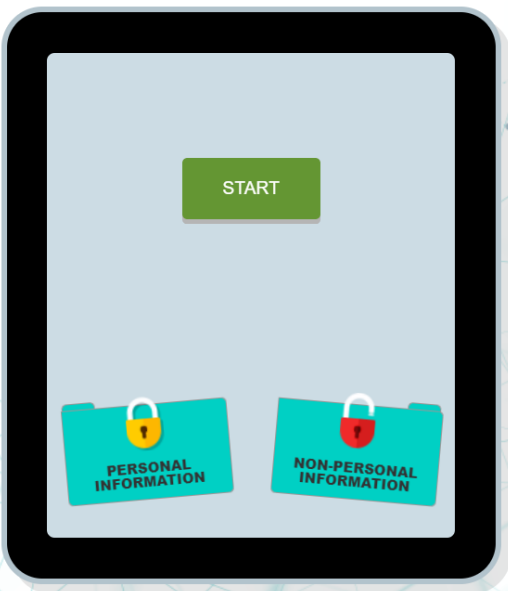
### Identifying Personal Information

Any information used to identify an individual, either directly or indirectly, is personal information and must be safeguarded. Think of it this way: if it's about a person, it's probably personal information. Information that is not linked to an identifiable individual does not require such care.

Take a little time to practice identifying personal information.


 To begin, click **START**. Categorize the information as either personal information or non-personal information by dragging the message to the correct folder. To view examples of personal information, click **HINT**. When you are finished, click **NEXT**.







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### 3.1.1.3.21 Social Engineering – Yes, Sample below

Security Awareness TrainingPack

MediaPRO

## Safe Computing

### Social Engineering Threats


Social engineering is the clever manipulation of people in order to gain privileged information. People who engage in social engineering use deception and will readily lie to try to get you to help them.

They may attempt to gain access to buildings or try to elicit passwords or other sensitive information from you.

Social engineering occurs:

- On the telephone as a request for information.
- In person as a request for access.
- Via e-mails as a request for information.

Take a moment to experience social engineering in action and see if you can spot what went wrong.

 To learn more, click **START**. When you are finished, click **NEXT**.

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MENU

### 3.1.1.3.22 Identity Theft – Yes, Sample below

Privacy Awareness TrainingPack

MediaPRO


## Identity Theft

### Introduction

Do you recycle your junk mail? Do you shred every bank statement? When you receive a call, do you verify the caller's identity before discussing personal details?

Personal information is incredibly easy to obtain, and thieves use this information in a variety of ways—financial gain, criminal evasion, and illegal collection of Social Security and medical benefits, just to name a few.

Armed with stolen personal information, identity thieves can rob us of customer trust and confidence. We have an obligation to our customers and coworkers to protect and safeguard our organization by learning to identify the red flags of identity theft.

 To learn more, click **OBJECTIVES**. When you are finished, click **NEXT**.

OBJECTIVES

#### OBJECTIVES

- Identify the different types of identity theft.
- Define the key terms and concepts related to the Red Flags Rule.
- Recognize some of the ways identity thieves try to deceive their victims.

Screen 2 of 8

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### 3.1.1.3.23 Incident Reporting – Yes, Sample below

Security Awareness TrainingPack


MediaPRO

## Global Topics

### Reporting an Incident

You can never be "too busy" to sound the alarm. Reporting an incident only takes a few moments, but may be one of the most important things you can do to protect our organization.

Not all incidents are obvious. In fact, many can go overlooked if you make assumptions or work around our processes. Trust your intuition. Play it safe. Report even suspected incidents without delay.

 To begin, click **START**. You can click **EXAMPLE SECURITY INCIDENTS** to see some of the most common incidents you might encounter. When you are finished, click **NEXT**.

EXAMPLE SECURITY INCIDENTS

START

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Security Awareness TrainingPack

MediaPRO

## Safe Remote and Mobile Computing

### Remote Incident Reporting

When you're working remotely, you're even more vulnerable than usual to cybercrime. If you notice something unusual or even if you only suspect that an incident has occurred, it's vital that you contact our IT department right away.

 Read each statement and answer the question; then click **NEXT QUESTION**. To see examples of incidents, click **HINT**. When you are finished, click **NEXT**.

*Did I seriously just delete that e-mail? Whose idea was it to make this phone's "delete" icon look like that!*

Should this be reported to IT?

☐ Yes

☐ No

QUESTION 1 of 5

HINT

Screen 11 of 12

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### 3.1.1.3.24 HIPAA Training Including:

#### 3.1.1.3.24.1 What is HIPAA – Yes, Sample below

HIPAA for Business Associates

MediaPRO

## Introduction

### HIPAA Overview

The Health Insurance Portability and Accountability Act (HIPAA) permits providers, insurance companies, other healthcare entities, and business associates to exchange information necessary for treatment, payment, and healthcare business operations.

In this course, you'll learn how to protect health information and adhere to HIPAA regulations. Take a moment to review the course objectives.

### OBJECTIVES

- Recall the negative impacts for businesses and individuals when personal health information isn't protected.
- Identify items that contain protected health information (PHI).
- Recognize your responsibilities for complying with HIPAA regulations.

To continue, click **> NEXT**.

SCREEN 1 of 6

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#### 3.1.1.3.24.2 Personal Health Identifying Information – Yes, Sample below

## Protected Health Information (PHI)

Protected Health Information (PHI) is any health-related information that can be used alone, or in combination with other information, to identify an individual. We are required to protect patient privacy when collecting, using, storing, disclosing, transmitting, and disposing of PHI in verbal, written, or electronic form (including photos and videos).

PHI may be found in healthcare records, demographic information, payment information, insurance claims—the list is endless. See if you can determine if the examples shown contain PHI.

 PHI

1 OF 7  
**Does this contain PHI?**  
 ↓

**PBCH Clinic: Patient Contact Information**  

|                                   |                     |
|-----------------------------------|---------------------|
| Jon Johnson                       | (123) 456-7890      |
| Patient Name                      | Home Phone          |
| 1234 Anywhere Dr, Fargo, ND 58103 | (234) 567-8910      |
| Address, City, State, ZIP Code    | Cell Phone          |
| Jane Johnson                      | j.johnson@email.com |
| Emergency Contact                 | E-mail Address      |

YES

NO

To complete the exercise, determine if each example is PHI and click **YES** or **NO**. If you need help, click the **PHI** button to view examples. When you are finished, click **▶ NEXT** to continue.

SCREEN 3 of 6

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NEXT



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### 3.1.1.3.24.3 Covered Entities – Yes, Sample below



## HIPAA for Covered Entities

- ✓ Introduction
- Using and Disclosing PHI
- Rights of Individuals**
- Securing PHI
- Enforcement and Breach Notification

- Our Principles
- Rights of Individuals
- Notice of Privacy Practices
- Handling Requests
- Review Your Knowledge
- Summary

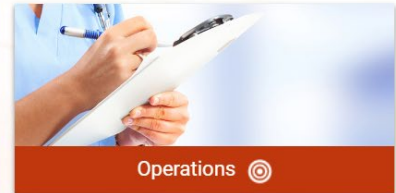
### 3.1.1.3.24.4 HIPAA Privacy Rule – Yes, Sample below

## Using and Disclosing PHI

## HIPAA Privacy Rule

The HIPAA Privacy Rule defines the permitted uses and disclosures of PHI. At its most fundamental, the rule states that we must use only the minimum necessary PHI for treatment, payment, and healthcare operations.

No matter how our organization uses PHI, the first step to help us stay in compliance is to be aware of when HIPAA applies.



To learn more about situations when HIPAA applies, click each **IMAGE**. When you are finished, click **> NEXT**.

SCREEN 2 of 7

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## 3.1.1.3.24.5 HIPAA Security Rule – Yes, Sample below

## Securing PHI

## HIPAA Security Rule

The HIPAA Security Rule defines the standards required for securing electronic PHI (e-PHI).

Anyone who comes into contact with e-PHI must follow our administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of healthcare information.

In general, these safeguards accomplish four requirements.

Ensure the confidentiality, integrity, and availability of all e-PHI in our care.

Protect against reasonably anticipated threats or hazards to e-PHI in our care.

Protect against reasonably anticipated uses or disclosures of e-PHI not permitted or required under the HIPAA Privacy Rule.

Ensure our workforce complies with the HIPAA Security Rule.

To learn more, click each **REQUIREMENT**. When you are finished, click **> NEXT**.

SCREEN 2 of 7

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NEXT



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## 3.1.1.3.24.6 HIPAA Enforcement Rule – Yes, Sample below



### HIPAA Enforcement and Penalties

Any impermissible release, acquisition, use, or disclosure of PHI can bring significant risks to our organization, ranging from fines to criminal penalties. These monetary penalties and legal sanctions exist to discourage incidents from occurring and provide consequences for those who violate HIPAA rules and regulations.

We're legally accountable to HIPAA regulations, but we also follow privacy and security best practices to protect customers and patients. It's the right thing to do.



To learn more, click the IMAGE. To continue, click > NEXT.

SCREEN 2 of 7

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NEXT



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#### 3.1.1.3.24.7 HIPAA Breach Notification Rule – Yes, Sample below

### Enforcement and Breach Notification

When you suspect a breach—no matter how minor it may appear—it must be reported immediately through our incident reporting process. Reporting incidents immediately can help prevent simple mistakes from turning into catastrophic breaches. If the incident is determined to be a breach, we must make certain notifications.



To learn about the steps for reporting a breach, click each IMAGE. When you are finished, click > NEXT.

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NEXT



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#### 3.1.1.3.24.8 The Importance of Confidentiality – Yes, Sample below

## Real People, Real Stories

When you visit a healthcare professional, you trust that your information will remain private. You expect that your medical records will be accessed only by those with a legitimate need to know, even though that information will pass through the hands of dozens of employees, from registration staff to clinical employees to third-party services.

As a service provider to the healthcare industry, we are considered a Business Associate; and whether we handle information in a doctors' office, hospital, insurance company, or in another organization in the health industry, our clients and their patients are trusting us to treat information responsibly. But sometimes carelessness or misguided intentions keep this from happening.

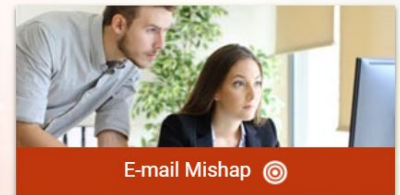
Check out what could happen if private health information isn't protected.



Criminal Snoop ✓



Medical Identity Theft Ⓢ



E-mail Mishap Ⓢ

To learn more, click each IMAGE. When you are finished, click > NEXT.

SCREEN 2 of 6

BACK



NEXT



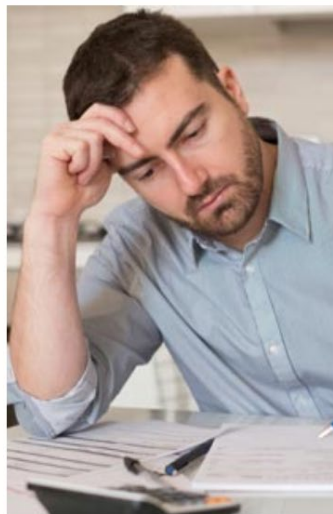
MENU

## Real People, Real Stories

When you  
records  
hands of

As a ser  
informa  
and the  
keep thi

Check o



### Medical Identity Theft

“ Recently, I received an Explanation of Benefits statement containing charges for services I did not receive.

It turns out that someone had accessed my health information and used my insurance to pay for repeated office visits and treatments. It's going to take months to fix this. ”

To learn more, click each IMAGE. When you are finished, click > NEXT.

SCREEN 2 of 6

BACK



NEXT



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### 3.1.1.3.24.9 The Minimum Necessary Standard - Yes, Sample below



Permitted Disclosures ✕

“ We stick to the rules of our BAA, but I'll also need access to PHI if I'm going to manage our organization, right? ”

[Reveal the Answer](#) [Next Scenario](#)

PHI can be disclosed in this circumstance.

We may use PHI if required to help us manage and administer our organization so that we can live up to our BAA. However, even with this in mind, we must always disclose the minimum necessary information.

1/4



### 3.1.1.3.24.10 Business Associate Agreements – Yes, Sample Below

HIPAA for Business Associates

MediaPRO

## Using and Disclosing PHI

### Business Associate Agreements

We sign Business Associate Agreements (BAAs) with our customers, which outline the actions required for us to use and disclose PHI. We are contractually and legally obligated to incorporate appropriate use and disclosure requirements into our business processes.

Likewise, we are also obligated by law to provide similar written agreements to our subcontractors that address their obligations for using, disclosing, and safeguarding PHI.

To continue, click **> NEXT**.

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BACK < > NEXT

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### 3.1.1.3.24.11 Patient Rights- Yes, Sample Below

HIPAA for Covered Entities

MediaPRO

## Rights of Individuals

### Rights of Individuals

HIPAA isn't just about protecting information; it also gives individuals a variety of rights that must be upheld. It's your duty to see that these rights are respected.

Amend their PHI

Inspect and request a copy of their medical records

Obtain a paper copy of the Notice of Privacy Practices

Request confidential communications of their PHI by alternative means

File a complaint regarding the privacy or security of their PHI

To learn more, click each **TILE**. When you are finished, click **> NEXT**.

SCREEN 2 of 6

BACK < > NEXT

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### 3.1.1.4 Yes. MediaPRO's Privacy and Cybersecurity Training Solution includes Role Based Training.

All (33)

Courses (23)

Videos (6)














































Articles (1)

Posters (3)

Games (0)

Sort by

Name - Asc

| NAME  | CONTENT TYPE | LENGTH | ACTIONS   |
|---|--------------|--------|---|
|  PCI Security Standards for IT and Back Office | Course       | 19m    |     |
|  PCI Security Standards for Managers           | Course       | 24m    |     |
|  Personal Information Mini                     | Course       | 6m     |     |
|  Privacy for Call Centers                      | Course       | 26m    |     |
|  Privacy for Human Resources (HR)              | Course       | 28m    |     |
|  Privacy for Information Technology (IT)       | Course       | 28m    |     |
|  Privacy for Legal Professionals               | Course       | 26m    |     |
|  Privacy for Managers                          | Course       | 23m    |     |
|  Privacy for Sales and Marketing Professionals | Course       | 26m    |     |

### 3.1.1.5 Yes. MediaPRO's Privacy and Cybersecurity Training Solution supports 25,000+ active users (employees and on-site contractors).

3.1.1.6 MediaPRO's Privacy and Cybersecurity Training Solution is compatible with multiple tracking standards including SCORM 1.2. The solution is easily hosted in MediaPRO's LMS and any other LMS supporting SCORM 1.2 SCORM 2004 or AICC tracking standards.

### Configure the Course

From here, you may edit the project and course name, as well as add any additional features.

Project Name:

PCI Security Standards for Managers - Copy

Course Name:

PCI Security Standards for Managers

### Features

Tracking:

None

None

Scorm 1.2

Scorm 2004

AICC

☒ Assessment

Passing Score

80

%

☒ Max Questions

10

3.1.1.7 Yes. MediaPRO's Privacy and Cybersecurity Training Solution allows for additional 3<sup>rd</sup> party SCORM compliant courses to be uploaded.

3.1.1.8 Yes. MediaPRO's LMS integrates with Microsoft Active Directory solutions. LDAP integration can be developed using API keys.

3.1.1.9 Yes. MediaPRO's Privacy and Cybersecurity Training Solution is branded with the West Virginia State Seal and Office of Technology Logos.





## PCI Security Standards for Managers

PCI Security Standards





## PCI Security Standards for Managers

PCI Security Standards

3.1.1.10 Yes. MediaPRO's Privacy and Cybersecurity Training Solution contains appropriate imagery and can be customized to contain West Virginia-specific graphics.

3.1.1.11 Yes. MediaPRO's Privacy and Cybersecurity Training Solution contains a customer-customizable Resources section.

---

☒ Resource Page

The resource page allows you to add content that may not be present in the course. For example, contact information or a list of links to your organization's policies.

14▼  
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A

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☰  
☰  
☰

🖼️  
🔗  
📄  
📊  
—  
</>  
↶  
↷

## Links & Documents

Policies and Procedures

<Insert URL>

## Contacts

If you have questions about our organization's policies and procedures, contact:

<Name>

<Title>

<Phone number>

<E-mail address>





3.1.1.12 Yes. MediaPRO's Privacy and Cybersecurity Training Solution generates optional Certificates of Completion.

|   |                          |
|---|--------------------------|
| <h1>Certificate of Completion</h1>  |                          |
| This is to certify that   |                          |
| [FIRST_NAME] [LAST_NAME]  |                          |
| Has successfully completed [COURSE_TITLE]   |                          |
| In the field of Privacy and Information Security                                  |                          |
|  |                          |
| _____   | _____                    |
| CISO  | [FIRST_NAME] [LAST_NAME] |

3.1.1.13 Yes. MediaPRO's Privacy and Cybersecurity Training Solution provides options for course rollout assistance, specifically including:

3.1.1.13.1 Yes. Launching an entire course

The screenshot shows the 'Assemble the Course Content' interface. On the left, under '2 TRAININGPACKS SELECTED', there is a search bar and a list of training packs: Physical Security, Safe Computing, Privacy and Personal Information, Global Privacy Laws and Regulations, Security Awareness for Privileged Users, Identity Theft, PCI Data Security Standards, Preventing Phishing, Protecting and Handling Data, and Records Management. On the right, the 'Preventing Phishing' course is detailed. It includes a 'Reset' button, 'SAVE' and 'SAVE & CONTINUE' buttons, and a 'Course Length: 15 min(s)' indicator. The course content is organized into sections: 'Recognizing the Risk' (Introduction, Your Cluttered Inbox, Spear Phishing, Business E-mail Compromise, What's in a URL?, Suspicious Messages) and 'Refusing the Bait' (Showing Skepticism, What to Do with Phishing Attempts?, Find the Phish!). A note at the bottom states: 'Once you're satisfied with your course, click 'save & continue' to proceed to branding. You may also click 'save' and return at anytime to finish your customization.'

3.1.1.13.2 Yes. Launching sections of a course

The screenshot shows the 'Assemble the Course Content' interface for a shortened version of the course. On the left, the same list of training packs is visible. On the right, the 'Preventing Phishing Shortened Version' is detailed. It includes a 'Reset' button, 'SAVE' and 'SAVE & CONTINUE' buttons, and a 'Course Length: 7 min(s)' indicator. The course content is organized into sections: 'Recognizing the Risk' (Introduction, What's in a URL?, Suspicious Messages) and 'Refusing the Bait' (Find the Phish!). A note at the bottom states: 'Once you're satisfied with your course, click 'save & continue' to proceed to branding. You may also click 'save' and return at anytime to finish your customization.'

3.1.1.13.3 Yes. Noting students as “passed” or “not started” or “in progress”

### 3.1.1.13.4 Yes. Customizable pass or failed percentage and number of assessment questions

☐ Release

☒ Assessment

Passing Score

80 %

☒ Max Questions

10

☒ Audio

☐ Force Linear Navigation


3.1.1.14 Yes. MediaPRO's Privacy and Cybersecurity Training Solution includes knowledge checks and graded assessments.

Security Awareness

Protecting and Handling Data

Knowledge Check

Now it's time to check your knowledge of identity theft. Take a moment to answer the following questions.



Read the questions and then click the best answer from the choices provided. When you are finished, click **NEXT QUESTION**. To continue, click **NEXT**.

Confidential information and Restricted information are synonymous, and receive the same level of protection.

☐ False

☐ True

1 of 11

SCREEN 8 of 9

BACK <

> NEXT

MENU

PCI Security Standards for Managers

Assessment

1 of 10

NEXT QUESTION

Question: 1

Once authorized and granted visitor badges, vendors should be granted access only to areas necessary to perform their work.

☐ True

☐ False

MENU

3.1.1.15 Yes. MediaPRO's Privacy and Cybersecurity Training solution provides training options of varying lengths, including courses targeted between 30 and 45 minutes of educational content.

All (37)

Courses (17)

Videos (10)














































Articles (3)

Posters (5)

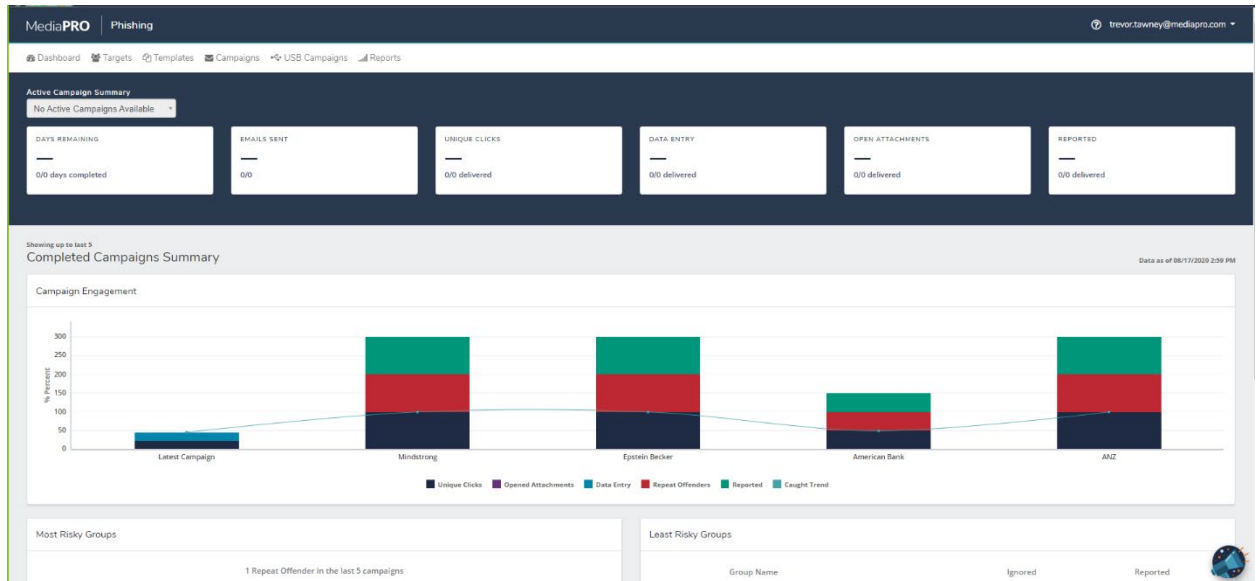
Games (2)

Sort by

Name - Asc

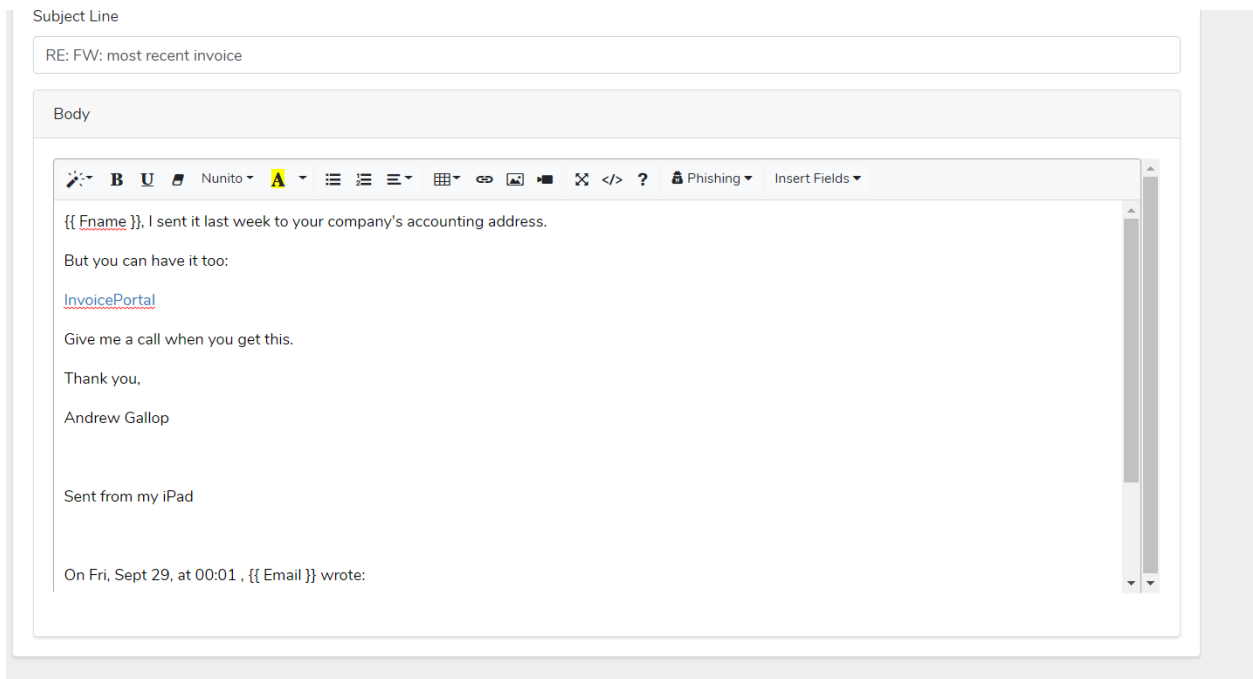
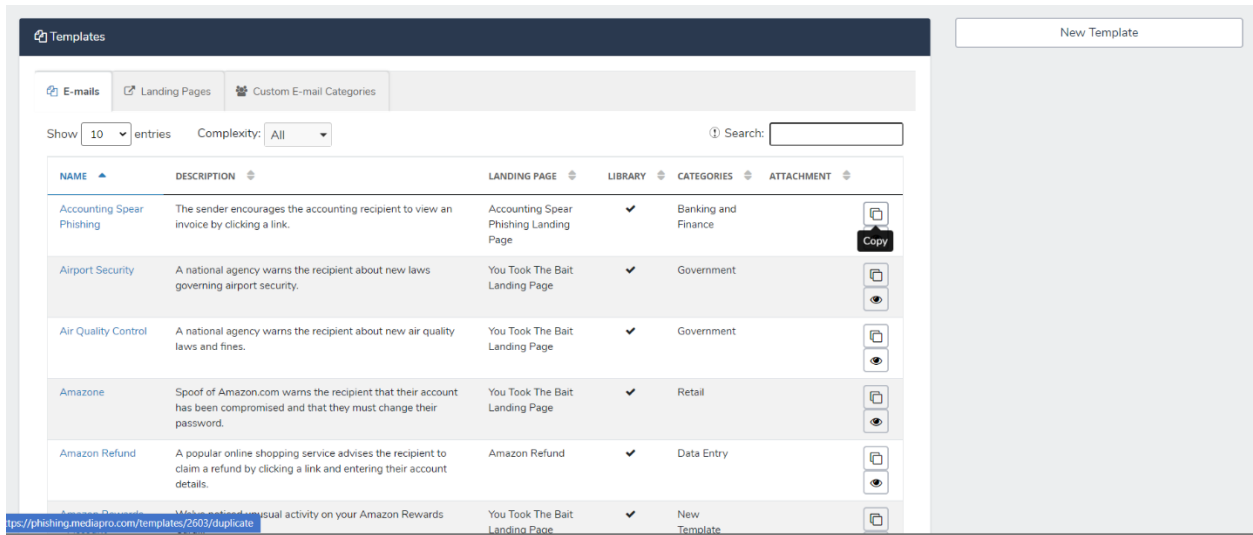
| NAME   | CONTENT TYPE | LENGTH | ACTIONS   |
|--|--------------|--------|---|
|  PCI Security Standards for Managers            | Course       | 24m    |             |
|  PCI Security Standards on the Phone and Online | Course       | 16m    |             |
|  Physical Security Mini                         | Course       | 6m     |             |
|  Security +                                     | Course       | 26m    |             |
|  Security + PCI                                 | Course       | 40m    |             |
|  Security Awareness                             | Course       | 1h     |             |
|  Security Awareness for Privileged Users        | Course       | 16m    |             |
|  Security Basics                                | Course       | 28m    |             |
|  Security Refresher                           | Course       | 11m    |     |

3.1.1.16 Yes. MediaPRO's Privacy and Cybersecurity Training Solution provides a phishing simulator along with training if an end user fails the phishing simulation.





3.1.1.17 Yes. MediaPRO's Phishing Simulator provides predesigned and editable phishing templates for users conducting the simulation.























3.1.1.17.1 Yes. Customization includes all elements of the email message itself, including attachments and the web address the end user may click on.

[illegible]

3.1.17.2 Yes. Predesigned templates mimic current real-world phishing attacks. New templates are released weekly.

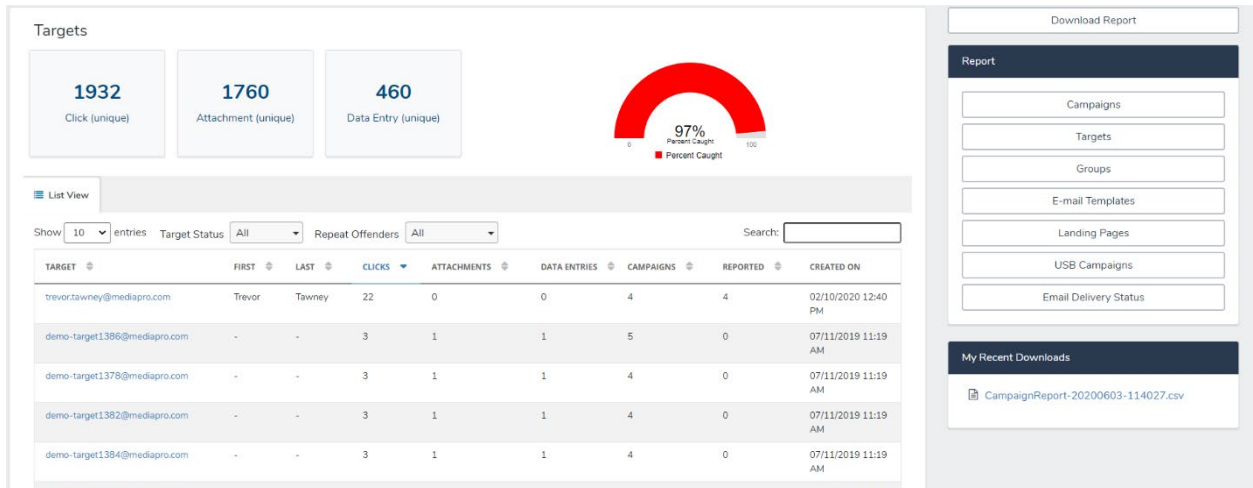
Show 10 entries Complexity: All Search: new template

| NAME                                | DESCRIPTION  | LANDING PAGE  | LIBRARY | CATEGORIES                          | ATTACHMENT   |
|-------------------------------------|--|---|---------|-------------------------------------|--|
| Amazon Rewards - Account Suspended  | We've noticed unusual activity on your Amazon Rewards Card...  | You Took The Bait Landing Page                        | ✓       | New Template                        | <br>     |
| Balsamiq Cloud                      | Verify your Balsamiq Cloud account Target: Users who perform wireframing such as Product Managers or UI/UX designers   | Password Violation Landing Page                       | ✓       | New Template, Privacy               | <br>     |
| Barclays - Technical Services       | Barclay's asks you to download a form and follow instructions for software maintenance Target: Anyone  | Generic Phishing Landing Page                         | ✓       | Banking and Finance, New Template   | <br>     |
| BitBucket - Access Revoked          | Bitbucket access is revoked. Clone this campaign and edit for your own organization. Target: Software Engineering, Product, anyone who accesses bitbucket for development or related purposes. | Don't Be Quick to Click Landing Page                  | ✓       | New Template, Privacy               | <br>     |
| Bitcoin Ransomware - Mature content | A sextortion email claims to know about a users' online habits as well as their password and demands a bitcoin payment. Target: Anyone   | Ransomware Animation Landing Page                     | ✓       | New Template, Social Media and Apps | <br>     |
| Census - Shape your future          | Request to fill out Census information online Target: Anyone   | That's a phishing scam, and you took the bait!        | ✓       | Current Events, New Template        | <br>     |
| Chase - Identity Check              | An email from Chase Bank to check identity. Target: Anyone   | Chase - Identity Check                                | ✓       | Banking and Finance, New Template   | <br>     |
| Cisco Student Internship            | Student internship opportunity from CiscoSystems Target: Students  | Phishing Alert Landing Page                           | ✓       | Education, New Template             | <br>     |
| Costco - Order Confirmation         |  | Don't Be Quick to Click Landing Page                  | ✓       | New Template, Shipping              | <br>   |
| COVID - CDC alert                   | CDC sends out a link of new updated coronavirus reports in your city   | Another Phishy Email (Forward) Animation Landing Page | ✓       | Current Events, New Template        | <br> |

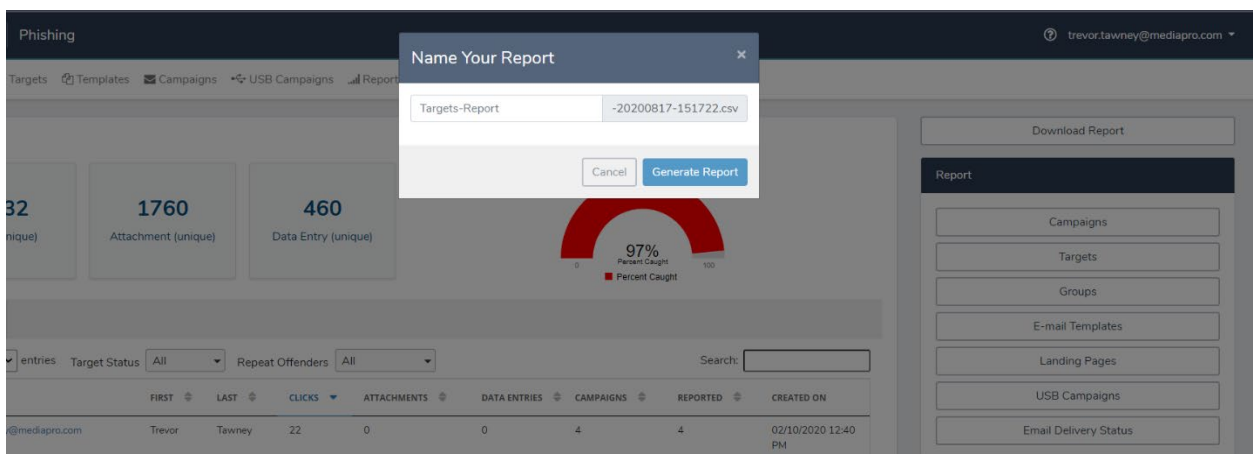
3.1.1.18 The phishing simulator does not support multi-factor authentication for log-in. The solution does support SSO.

3.1.1.19 Yes. The phishing simulator integrates with Microsoft LDAP.

### 3.1.1.20 Yes. The phishing simulator provides reports, visuals and graphs showing user interactions.



#### 3.1.1.20.1 Yes. reports can be exported as .csv



#### 3.1.1.20.2 Yes. Reports can be generated for specific end-users and specific statuses.

The screenshot shows a report for the target user 'demo-target1001@mediapro.com'. It includes a 'List View' button, a 'Show 10 entries' dropdown, and a search bar. The table below shows campaign data for this target.

| CAMPAIGN NAME      | RUNNING | CAUGHT | CLICKS | ATTACHMENTS | DATA ENTRY | REPORTED | LAST CATCH          |
|--------------------|---------|--------|--------|-------------|------------|----------|---------------------|
| American Bank      | YES     |        | 0      | 0           | 0          | NO       | None                |
| First Campaign     | YES     | ✓      | 1      | 1           | 0          | NO       | 01/15/2019 11:56 AM |
| Follow-up Campaign | YES     | ✓      | 1      | 0           | 0          | NO       | 06/12/2019 09:44 AM |
| July               | NO      |        | 0      | 0           | 0          | NO       | None                |
| Latest Campaign    | YES     |        | 0      | 0           | 0          | NO       | None                |

At the bottom, it says 'Showing 1 to 5 of 5 entries' and has 'Previous', '1', and 'Next' navigation buttons.

3.1.1.21 Yes. Phishing simulator supports manually creating future tests and automatically launching them on the specified date.

New Campaign

Details

Targets

Logs

Details

Name

October Campaign

Description

Schedule

Start sending e-mails on

10/01/2020 12:00 am

Stop sending e-mails on

The end date must be after the start date

Turn off links on

The collection date must be on or after the end date

Training

☐ Assign Training in LMS

3.1.1.22 Yes. The Phishing simulator includes a reporting option for the end users to report phishing emails and track the reporting statistics for testing campaigns.

Responses → To Manager  
Team Email → Done  
Reply & Delete → Create New

Move →  
Rules →

Unread/Read  
Assign Policy  
Categorize  
Follow Up

New Group  
Browse Groups

Search People  
Address Book  
Filter Email

Read Aloud  
Speech

Get Add-ins  
Add-ins

My Account  
Account

View  
Salesforce

Open Outreach  
Outreach

Send to OneNote  
OneNote

Insights

Find-a-Phish  
Find-a-Phish

Your receipt from Apps.

IR iTunes Receipt <receipt@chno.net>  
To: Trevor Tawney

Reply Reply All Forward

Wed 8/5/2020 8:01 AM

Apple

APP STORE

TYPE PURCHASED FROM PRICE

In-App Purchase iPhone 11 Pro \$19.99

Mobile Legends: Bang bang, 1,000 Diamonds

Report a problem

Total \$19.99  
Tax \$0.00  
TOTAL \$19.99

Privacy: We use a [Subscriber ID](#) to provide reports to developers.

If you did not authorize this purchase, Please visit [visit iTunes Support](#)

Learn how to manage your password preferences for iTunes, iBooks, and App Store purchases.

If you have any questions about your bill, visit iTunes Support.

Learn how to manage your password preferences for iTunes, iBooks, and App Store purchases.

Apple ID Summary Terms of Sale Privacy Policy

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Find-a-Phish

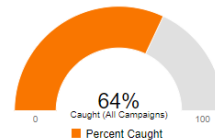
Would you like to report this e-mail as a phishing attempt?

REPORT E-MAIL

## Campaigns

0  
Running

9  
Done



List View

Show 10 entries

Search:

| NAME               | END DATE            | RUNNING | DONE | TARGETS | DELIVERED | REPORTED | CAUGHT | CAUGHT % |
|--------------------|---------------------|---------|------|---------|-----------|----------|--------|----------|
| ANZ                | 08/08/2020 12:00 AM |         | ✓    | 1       | 1         | 1        | 1      | 100%     |
| American Bank      | 08/02/2020 12:00 AM |         | ✓    | 2001    | 1         | 1        | 1      | 100%     |
| Epstein Becker     | 08/01/2020 12:00 AM |         | ✓    | 1       | 1         | 1        | 1      | 100%     |
| Mindstrong         | 07/09/2020 12:00 AM |         | ✓    | 1       | 1         | 1        | 1      | 100%     |
| Latest Campaign    | 08/10/2019 11:20 AM |         | ✓    | 2000    | 2000      | 0        | 460    | 23%      |
| Follow-up Campaign | 08/10/2019 11:19 AM |         | ✓    | 2000    | 2000      | 0        | 1400   | 70%      |
| First Campaign     | 03/11/2019 11:19 AM |         | ✓    | 2000    | 2000      | 0        | 1760   | 88%      |
| Baseline Campaign  | 01/11/2019 11:19 AM |         | ✓    | 200     | 200       | 0        | 148    | 74%      |
| Pilot Campaign     | 11/11/2018 11:19 AM |         | ✓    | 60      | 60        | 0        | 32     | 53%      |
| July               |                     |         |      | 269     | 0         | 0        | 0      | 0%       |

Showing 1 to 10 of 11 entries

Previous 1 2 Next

[Phishing simulator report to campaigns.html](#)



3.1.1.22.1 Yes. The reporting option can be used for sending all reported phishing emails to the Office of Technology.

3.1.1.22.2 MediaPRO does not analyze malicious email with the reporting tool.

3.1.1.23 Yes. The phishing simulator provides ability to test for user input e.g. data entry of username, password, etc.

Microsoft

Enter your phone number and we'll send you a security code

We'll send a verification code in a text message. This helps us eliminate spam – we won't give out your number. The code will expire in about 10 minutes.

Please go to your recent activity page to let us know whether or not this was you. If this wasn't you, we'll help you secure your account. If this was you, we'll trust similar activity in the future.

Select Country Code: USA (+1)

Phone Number

**Send code**

Thanks,  
The Microsoft account team

3.1.1.24 Yes. The phishing simulator supports attachments.

Landing Page

Accounting Spear Phishing Landing Page

Select Landing Page

Attachments

No attachments.

+ Add

Note: Attachments can be easily blocked. Verify before sending.

E-mail From

E-mail Disclau From

3.1.1.25 Yes. The phishing simulator provides statistics on: users that click on links, provide credentials, time stamps for interactions. Training results include user performance on phishing training.

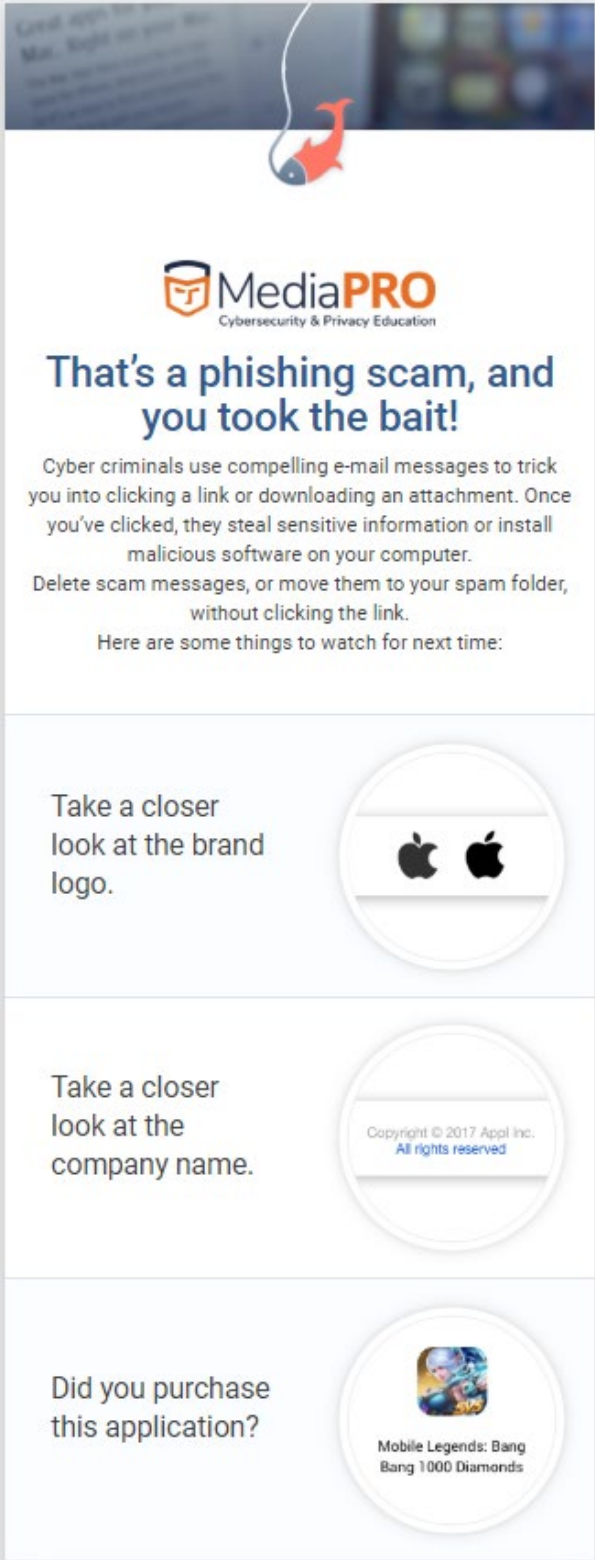
| CAMPAIGN NAME      | RUNNING | CAUGHT | CLICKS | ATTACHMENTS | DATA ENTRY | REPORTED | LAST CATCH          |
|--------------------|---------|--------|--------|-------------|------------|----------|---------------------|
| American Bank      | YES     |        | 0      | 0           | 0          | NO       | None                |
| August             | NO      |        | 0      | 0           | 0          | NO       | None                |
| First Campaign     | YES     | ✓      | 1      | 1           | 0          | NO       | 01/19/2019 04:28 AM |
| Follow-up Campaign | YES     | ✓      | 1      | 0           | 0          | NO       | 06/07/2019 09:38 PM |
| Latest Campaign    | YES     |        | 0      | 0           | 0          | NO       | None                |

Showing 1 to 5 of 5 entries

Previous **1** Next

3.1.1.26 Yes. The phishing simulator supports phishing campaigns of 5,000 or more users/email addresses.

3.1.1.27 Yes. The phishing simulator provides end-user education options in the form of educational landing pages and training modules.



The image shows a phishing simulator landing page. At the top, there is a header with a blurred background of a smartphone screen and a red fish icon. Below the header is the MediaPRO logo, which consists of an orange shield icon with a white 'M' and the text 'MediaPRO' in orange, with 'Cybersecurity & Privacy Education' in smaller black text below it. The main heading is 'That's a phishing scam, and you took the bait!' in blue. Below this is a paragraph explaining that cyber criminals use e-mail messages to trick users into clicking links or downloading attachments, and that they steal sensitive information or install malicious software. It then advises users to delete scam messages or move them to their spam folder without clicking the link. Below this is a section titled 'Here are some things to watch for next time:' which contains three items, each with a circular icon and a text description. The first item is 'Take a closer look at the brand logo.' with an icon showing two Apple logos. The second item is 'Take a closer look at the company name.' with an icon showing the text 'Copyright © 2017 Appl Inc. All rights reserved'. The third item is 'Did you purchase this application?' with an icon showing the 'Mobile Legends: Bang Bang' app icon and the text 'Mobile Legends: Bang Bang 1000 Diamonds'.

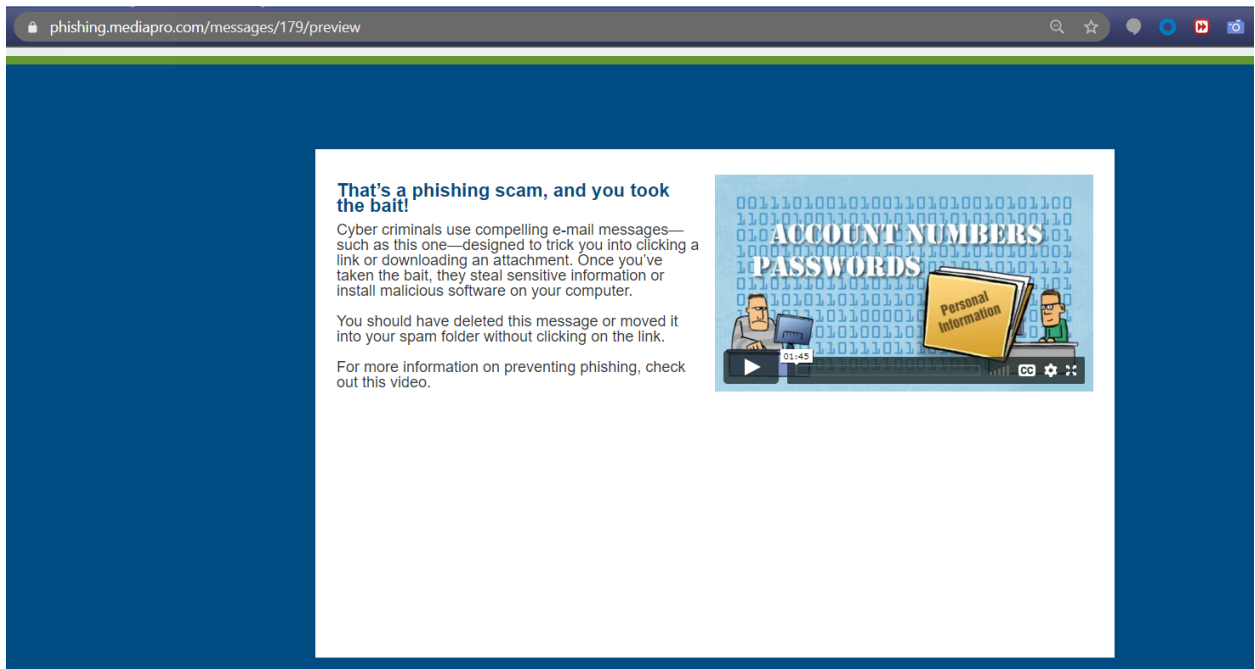
That's a phishing scam, and you took the bait!

Cyber criminals use compelling e-mail messages to trick you into clicking a link or downloading an attachment. Once you've clicked, they steal sensitive information or install malicious software on your computer.

Delete scam messages, or move them to your spam folder, without clicking the link.

Here are some things to watch for next time:

- Take a closer look at the brand logo.
- Take a closer look at the company name.
- Did you purchase this application?



3.1.2 Supporting documentation shared in line with responses.

3.1.3 Renewal options included on pages 1-4 of bid documents and in below pricing proposal.



## 1 Year with Option to Renew

| Subscription Services                  | Authorized Users | Term (Months) | Total Fee   |
|--|------------------|---------------|-------------|
| Enterprise TrainingPack                | 25,000           | 12            | \$54,765.00 |
| Phishing Simulation Tool               | 25,000           | 12            | \$9,735.00  |
| Learning Management System (LMS)       | 25,000           | 12            | \$25,000.00 |
| Professional Services (Customizations) | \$225 per hour   |               |             |

Investment Summary: \$89,500.00

| Description of Your Products and Services   |
|---|
| <p>Enterprise Training Pack includes:</p> <ul style="list-style-type: none"> <li>• Access to a designated TrainingCenter site to manage your TrainingPack contents and Authorized Users</li> <li>• All training courses from our Security and Privacy Awareness TrainingPacks (includes full length, role-based, microlearning, and specialty courses)</li> <li>• Security- and Privacy-themed reinforcement library of videos, posters, articles, and games</li> <li>• Ability to brand, configure, and build-your-own courses</li> <li>• Customer Success and Support via e-mail, phone, and Online Support Center</li> </ul> |
| <p>Phishing Simulation Tool includes:</p> <ul style="list-style-type: none"> <li>• Access to a unique phishing site for the duration of the Term</li> <li>• Unlimited access to pre-built phishing campaigns, email templates, and landing pages</li> <li>• Ability to create your own campaigns and phishing e-mail templates</li> <li>• Unlimited use of USB Campaigns</li> <li>• Unlimited use of Find-a-Phish reporting tool</li> <li>• Dashboard for campaign activity and most and least risky targets by group</li> </ul>  |
| <p>Learning Management System (LMS) includes:</p> <ul style="list-style-type: none"> <li>• Access to a unique LMS site for the duration of the Term</li> <li>• Set-up and configuration/branding of the LMS</li> <li>• Load of initial Authorized Users and unlimited proof of completion reporting for all Authorized Users</li> <li>• Ongoing support for the deployment of MediaPRO licensed content only</li> <li>• Unless otherwise defined within a separate Managed Services Agreement, Customer will self-administer the LMS Subscription</li> </ul>  |