



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 1

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 764852

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000017442

Legal Name: CALIFORNIA CREATIVE SOLUTIONS INC

Alias/DBA: CCS GLOBAL TECH

Total Bid: \$474,750.00

Response Date: 09/16/2020

Response Time: 11:44

Responded By User ID: MBEprogram

First Name: Raminder

Last Name: Singh

Email: mbeprogram@ccsglobait

SO Doc Code: CRFQ

SO Dept: 0210

SO Doc ID: ISC2100000005

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Solicitation Description: Security/Privacy Training (OT21024)

Total of Header Attachments: 1

Total of All Attachments: 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Privacy and Cybersecurity Training Solution	1.00000	EA	114750.000000	114750.00

Comm Code	Manufacturer	Specification	Model #
43232502			

**Commodity Line Comments:** Lump sum of \$114,750 with a unit price of 4.59 for 25,000 users. 365 (1year) delivery days.

**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	118250.000000	118250.00

Comm Code	Manufacturer	Specification	Model #
43232502			

**Commodity Line Comments:** Lump sum of \$118,250 with a unit price of 4.73 for 25,000 users. 365 (1year) delivery days.

**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	120000.000000	120000.00

Comm Code	Manufacturer	Specification	Model #
43232502			

**Commodity Line Comments:** Lump sum of \$120,000 with a unit price of 4.80 for 25,000 users. 365 (1year) delivery days.

**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	121750.000000	121750.00

Comm Code	Manufacturer	Specification	Model #
43232502			

**Commodity Line Comments:** Lump sum of \$121,750 with a unit price of 4.87 for 25,000 users. 365 (1year) delivery days.

**Extended Description:**

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



Bid Proposal  
to  
The West Virginia Purchasing Division, Charleston, WV

**Contract Index No.:** CRFQ\_0210\_ISC2100000005  
**Contract Name:** Security/Privacy Training (OT21024)

Prepared by:  
CCS Learning Academy  
13475 Danielson Street, Suite 220  
Poway, CA 92064  
[sales@ccslearningacademy.com](mailto:sales@ccslearningacademy.com)  
858-435-2505

Table of Contents

Transmittal Letter..... 3

Statement of Qualifications..... 4

Key Personnel Staff ..... 6

Corporate Capabilities ..... 7

About our partner ..... 9

    OhPhish..... 9

    OhPhish LMS..... 11

Quotation Form..... 13

CCS Approach ..... 18

Description of Proposed Service..... 18

    Services offered ..... 18

General Terms and Conditions ..... 23

State of Virginia - Purchasing Affidavit ..... 37

Addendum 1..... 42

Addendum 2..... 47

Addendum 3..... 49

Addendum 4..... 58

## Transmittal Letter

Date: September 1<sup>st</sup>, 2020

Ref: Security/Privacy Training (OT21024)

CCS Learning Academy, a division of CCS Global Tech is pleased to provide this response to The West Virginia Purchasing Division, Charleston, WV for Security/Privacy Training (OT21024). After careful review of this document and its stated scope of work, purpose, and requirements, we have crafted a response that seeks to reflect our clear understanding of your needs by providing the very best enterprise training solution.

We have over 10 years focusing on helping states, local governments, and other public entities improve their IT solutions, infrastructure, and ongoing training to meet federal and state requirements are what sets us apart from the competition. Furthermore, we are a Tier 1 Vendor for the City and County of San Francisco. We have serviced several important Government accounts such as the County of San Mateo in California, Orange County Public Works in California, **Illinois Department of Innovation & Technology** and several other state and local accounts across the country.

As part of our value proposition, our CCS Learning Academy division offers a wide portfolio of course offerings and unique delivery methods, utilizing our partner network to provide a complete training program for the office of budget and management purchasing department for the City of Springfield, IL. This training will be delivered by highly experienced certified instructors. We do provide **customized packages for our training** services, that not only covers this RFP's requirements but also provides additional training on other platforms. We believe in leveraging to provide value that meets and exceeds the requirement needed by The West Virginia Purchasing Division, Charleston, WV.

We have taken a good hard look at this effort and have matched the requirements as defined in this Statement of Work with the solution and price best suited for your success. Our strategy for this effort is to first and foremost provide you with competent and reliable training as mentioned in the solicitation. **CCS Learning Academy's proposal shall remain valid for a period upto 120 calendar days from the Proposal date.**

Thank you for your time and we look forward to build and maintain a successful and long-term partnership with your esteemed organization.

Truly yours,

  
Hitesh Jain  
Head – Finance

## **Statement of Qualifications**

**Legal Name:** California Creative Solutions, Inc.

**Global Head Quarters:** 13475 Danielson Street, Suite 220, Poway, CA 92064

**FEIN:** 330762869

**DUNS:**176550218

**Business License Number:** B20060112971

**Contact Name of Representative:** Kajal Shelat

**Contact Phone:** (858)-435-2505

**Email:** [sales@ccslearningacademy.com](mailto:sales@ccslearningacademy.com)

CCS Global Tech, a Minority Business Enterprise (MBE), is a Microsoft Gold Certified Consulting firm with a global presence of 8 offices throughout the world. As a leading provider of dynamic and innovative business solutions for over **22 years**, we are also an **ISO 9001:2008** Certified Minority Business Enterprise (MBE) who employs over **350+ fulltime** (W2) IT professionals. CCS Global Tech is an approved BPPE (Bureau for Private Postsecondary Education) organization by the California Department of Education. We are a **Microsoft Gold Certified Partner, CompTIA Authorize Partner and Axelos Certified Partner**. Our company possesses over **22 years** of experience in the IT industry focusing on offering IT solutions and services.

We have customized and written courseware to meet any training need as well as providing online learning solutions by leveraging our partner network. Our in-house qualified certified trainers cover a variety of technology trainings. Our expertise in Information Technology training, along with their extensive experience in providing training services in other areas of technology, provide us a great advantage over the competition. When it comes to execution, our experience with helping organizations minimize the job-related skill gaps and increase employee retention by providing relevant, quality trainings have significantly helped us to stand out from the crowd. We have extensive experience in IT Training for Counties and Government entities, and we are completely familiar with the rules and procedures.

As a training company, we have a long-standing relationship with several trainers and vendors that provide quality services. Our expertise in Information Technology training, along with their extensive experience in providing training services in other areas of technology, provide us a great advantage over the competition. When it comes to execution, our experience with helping organizations minimize the job-related skill gaps and increase employee retention by providing relevant, quality trainings have significantly helped us to stand out from the crowd.

Our clients demand a training partner with the experience, resources and infrastructure that will enable them to focus on their core business issues. These relationships are built on vision, integrity and ethics, as well as consistently demonstrating our willingness and ability to work with our clients to meet their business goals and overcome business challenges. We ensure our courses continuously improve, our content team work constantly to ensure our coursework is up to date and is delivered in the best way to help delegates understand. Our Account Managers are in constant communication with our instructors to ensure that courses run smoothly and to instantly

change anything about the course that the client does not like. If the agency is not satisfied with the level of the training provided, a meeting will be arranged to rectify the situation immediately.

We have strong team of certified in-house and partner trainers who specialize in

- Microsoft Training Courses
- Project Management
- Process Management
- Cyber security
- Web development technologies
- Business Intelligence and Database Development
- Networking
- Business Writing

CCS measures our success using industry standards parameter's like:

- Repeat Client Business
- Submission to Selection Criteria
- Client Satisfaction
- Attrition Rate
- Attendee survey results

## **Key Personnel Staff**

### **Authorized person that will be executing the contract for CCS Learning Academy**

Name – Hitesh Jain  
Title – Head – Finance

### **Person(s) who may be contacted regarding the proposal.**

Name – Utkarsh Srivastava(he/him)  
Address – 13475 Danielson Street #220, Poway, CA 92064  
Telephone – 858-435-0063  
Email – [sales@ccslearningacademy.com](mailto:sales@ccslearningacademy.com)

### **Person(s) who may be contacted regarding the delivery of training.**

Name – Kajal Shelat(she/her)  
Address – 13475 Danielson Street #220, Poway, CA 92064  
Telephone – 858-435-2505  
Email – [sales@ccslearningacademy.com](mailto:sales@ccslearningacademy.com)

Name – Uma Sharma(she/her)  
Address – 13475 Danielson Street #220, Poway, CA 92064  
Telephone – 858-435-2505  
Email – [sales@ccslearningacademy.com](mailto:sales@ccslearningacademy.com)

## **Corporate Capabilities**

CCS is a **Microsoft Gold Certified Partner, CompTIA Authorize Partner and Axelos Certified Partner**. Our company possesses over 22 years of experience in the IT industry focusing on offering IT solutions, staffing and consultation. CCS Learning Academy offers comprehensive, expert, hands-on training courses with real-world applications. With almost 23 years of providing training to thousands of students, our training modules enhances the learning abilities of the trainees. With a wide pool of trainers working with us, we have the capability of providing training on all main domains. These trainers are the veterans in their domain and are recognized instructors

CCS Global Tech offers comprehensive, expert, hands-on Microsoft Office training courses. Our aim is to train the attendees about all the different technologies as mentioned in the solicitation.

CCS delivers training solutions and services are designed with the intent of training the learner in the best possible way. Our training module is designed in such a way that the trainees can learn different skillsets about the technologies and provide knowledge that they can utilize in the real time situations. Our blended learning solutions include instructor-led and technology-based training. You provide the students; we provide everything else!

**Addendum Acknowledgement**

CCS Learning Academy, wasn't able to find any Addendum Form as mentioned in this solicitation, but we do acknowledge receipt of the same.

**Contract Term; Renewal; Extension**

CCS Learning Academy, agreed to the Term Contract as mentioned below in RFQ:

**Initial Contract Term:** This contract becomes effective on Upon Award and extends for a period of Two(2) year(s).

**Renewal Term:** This contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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 condition for the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) 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).

**Notice to Proceed**

CCS Learning Academy is ready to begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency.

**Commercial General Liability Insurance**

CCS Learning Academy, agreed to the term Insurance as mentioned in RFQ. CCSLA shall furnish proof of the insurance identified by a checkmark below. The insurance coverage identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expirations of the insurance policies, CCSLA will provide Agency with proof that the insurance mandated herein has been continued. CCSLA will also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in its insurers. The apparent successful CCSLA will 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 Insurance section in this solicitation.

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

**Payment Methods**

CCS Learning Academy, accept payment would be by electronically funds transferred.

### **Acknowledgement for Compliance with Laws**

CCS Learning Academy, will comply with all applicable federal, state, and local laws, regulations and ordinances.

### **Warranty**

CCS Learning Academy, expressly warrants that the goods and/or services covered by this Contract will:

- (a) Conform to the specifications, drawings, samples, or the 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.

### **Privacy, Security, And Confidentiality**

CCS Learning Academy, 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. We also agreed to comply with the Confidentiality Policies and information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>

Security awareness is one of the fastest growing markets, especially for solutions that focus on the delivery of content for end-user security awareness.

By combining testing and learning, OhPhish gives users a learning experience that is fun, interactive, and effective!

### **About our partner**

[OhPhish](#) - Web based portal to test employees' susceptibility to Social Engineering attacks. OhPhish is a Phishing Simulation tool which provides the organization a platform to trigger phishing simulation campaigns on their employees. The platform captures the responses and provided MIS reports and trends (on a real time basis) that can be tracked user department or designation wise.

### **From OhPhish Technologies Private Limited - A Division of **EC Council** International Limited**

'Shield Alliance is the subsidiary of EC-Council, the world's leading cybersecurity certification body. We offer the most comprehensive portfolio of solutions and products specially tailored to your business needs. Our cutting-edge solutions leverage EC-Council's expertise in the cyber space, combining technology, intelligence and services in one package, enabling enterprises to

minimize their exposure to constantly evolving cybersecurity threats and risks. OhPhish is Shield Alliance's flagship solution. It includes phishing, smishing and vishing in a single revolutionary platform, all integrated with e-Learning and Gamification modules in a learning management system (LMS) to help organizations strengthen their most vulnerable asset

- Web based portal to test employees' susceptibility to Social Engineering attacks.
- Current capabilities include fully automated end to end Phishing, Vishing and SMShing Simulation service providing clients platform to trigger campaigns for their employees.
- The platform captures responses and provided detailed reports and trends (on a real time basis) that can be tracked by user department, designation, office, etc.

### Studies show that 90% of cybersecurity breaches are due to human error

Susceptibility to phishing attacks drops almost 20% after a company runs just one phishing simulation. So, people do learn, awareness does rise, and risk exposure reduces with the help from solutions like OhPhish.



### Key Features

- Plug & Play – the Shortest delivery time
- Complete DIY solution with simple and intuitive User interface
- Customized MSSP version with unique features
- More than 2000 pre-existing phishing templates
- Multi templates campaigns and scheduling
- Plethora of Interactives Training Material Free posters for download and / or use as landing pages

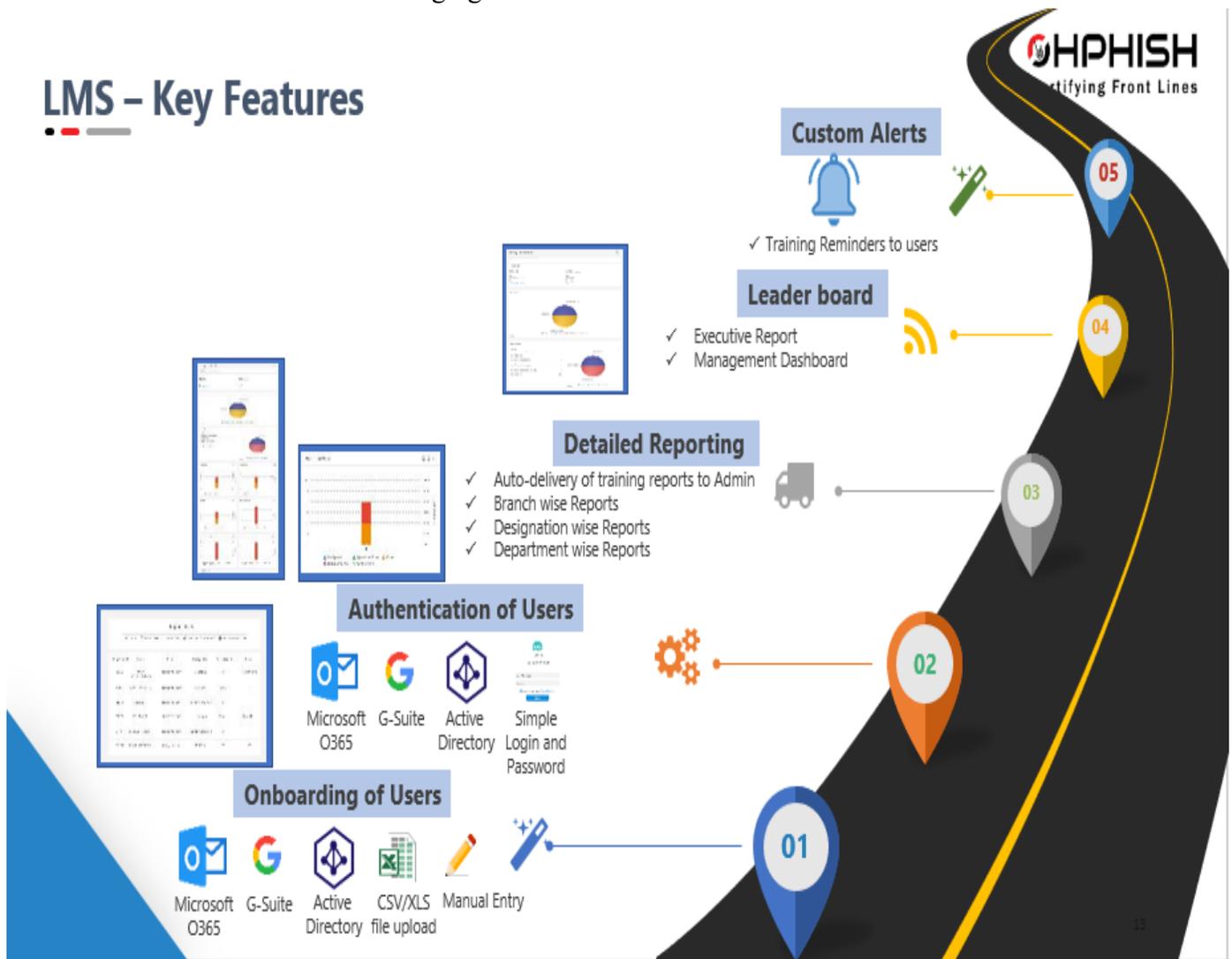
## OhPhish LMS

OhPhish brings organizations a world class platform to provide extraordinary security awareness training content.

**OhPhish LMS** gives organizations access to plethora of videos, interactive cyber security awareness contents and pre-designed modules to select from. These trainings are are:

- interactive and ensures that the learners are enjoy the learning experience
- having multiple themes available to allow the end-customer to select a theme that relevant topics in a manner that suits their internal culture.
- developed in-house by experienced designers leveraging best practices for maximum effectiveness in changing behaviour.

### LMS – Key Features



## Train Them to Think Before They Click

Research shows susceptibility to phishing emails drops almost 20% after a company runs just one failed simulation. Through accurate training, people learn, security awareness rises, and risk is mitigated with an intelligent solution like OhPhish.

### With OhPhish, you can:



**Quotation Form**



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 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:

Vendor Name - California Creative Solutions, Inc. (dba CCS Learning Academy)  
 Address - 13475 Danielson Street #220, Poway, C, 92064  
 Telephone - +1-858-208-4141

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X *Kajal Shelat*

FEIN # 330762869

DATE 09/01/2020

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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Privacy and Cybersecurity Training Solution	1.00000	EA	\$4.59	\$114,750

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Privacy and Cybersecurity Training Solution - Optional YR2	1.00000	EA	\$4.73	\$118,250

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Privacy and Cybersecurity Training Solution - Optional YR3	1.00000	EA	4.80	\$120,000

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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Privacy and Cybersecurity Training Solution - Optional YR4	1.00000	EA	4.87	\$121,750

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

<b>ISC2100000005</b>	<b>Document Phase</b> Final	<b>Document Description</b> Security/Privacy Training (OT21024)	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## CCS Approach

CCS Global Tech offers comprehensive, expert and hands-on training to our clients. Our aim is to provide **Onsite Instructor-Led Computer Training** on an **as-needed basis** to be scheduled by CalOptima. This may include any areas listed below and other similar topics deemed necessary by CalOptima. Our training module is designed in such a way that the trainees can learn different skillsets about the technologies and provide knowledge that they can utilize in the real time situations.

As requested by The West Virginia Purchasing Division, Charleston, WV, CCS proposes Onsite Instructor-Led Computer Training to assist employees improve their Microsoft Office skills and will conduct complete training for the participants.

## Description of Proposed Service

For this RFP, we will be providing customized cyber Security and Privacy Training that is hosted by **OhPhish - vendor-managed Learning Management System (LMS)** on an as-needed basis to be scheduled by West Virginia Office of Technology (WVOT) for an estimated 25,000 end users with an integrated phishing simulator and training. CCS Learning Academy will be providing the best quality trainers to provide high class and efficient training to WVOT. We will provide evaluations to the County's representative to monitor the effectiveness and the quality of the training provided. We are fully capable of delivering training as On-site Instructor Led Training, Virtual Instructor Led Training as well as On-Demand/E-Learning. For the current solicitation, all our services and prices are applicable as required by WVOT.

## Services offered

By providing customized cyber Security and Privacy Training, it will cover below topics as needed/mentioned in solicitation:

- Training Content
  - Cloud security
  - Living Mobile Secure
  - Social Media Practices
  - The Impersonator
  - Social Engineering
  - URL Padding
  - Ransomware
  - Think before you post
  - The Impersonator
  - Strongest Password
  - Smished
  - Cryptojacking
  - Fake Mobile Application

- Mobile Security Awareness
- HIPPA
- FERPA
- PCI-DSS
- Sexual Harassment
- What is Phishing? -
- Spear Phishers
- Backup
- Tailgating
- Mobile Security Awareness
- Business Email Compromise
- Phishing Defense Best Practices
- Fake Wi-Fi
- IoT at Home
- USB Baiting
- Cyber Security Starts at Home
- Evading Fake news
- Physical Security
- Strongest Link
- Module 1.1 - Data Digital Building Blocks (Done)
- Module 1.2 - Importance of data in the Information age
- Module 1.3 - Threats to Data
- Module 1.4 - Data Security
- Module 1.5 - Elements of Security
- Module 1.6 - Implementing Security
- Module 2.1 - Securing Operating System
- Module 2.2 - Guidelines to Secure Windows 10
- Module 2.3 - Guidelines to MAC OS X Security
- Module 3.1 - What is Malware
- Module 3.2 - What is Anti-virus
- Module 3.3 - Kaspersky 3.0
- Module 3.4 - Avast Anti-virus
- Module 4.1 - Understanding web browser concepts
- Module 4.2 - What is Instant Messaging
- Module 4.3 - Child online Safety
- Module 5.1 - Introduction to Social Networking sites
- Module 5.2 - Geotagging
- Module 5.3 - Social media threat to minors
- Module 5.4 - Social Networking Sites Facebook
- Module 5.5 - Social Networking Sites Twitter
- Module 6.1 - Introduction to Email
- Module 6.2 - Email Security.mov
- Module 6.3 - Email Security Procedures

- Module 6.4 - Encryption
  - Module 6.5 - Email Security Tools
  - Module 7.1 - Securing Mobile Devices
  - Module 7.2 - Understanding Mobile Device Threats
  - Module 7.3 - Understanding Various Mobile Security Procedures
  - Module 7.4 - Understanding how to secure IOS Devices
  - Module 7.5 - Understanding how to secure Android Devices
  - Module 7.6 - Understanding how to secure Windows Phone Devices
  - Module 7.7 - Mobile Phone and Bluetooth Security
  - Module 8.1 - The Concept of Cloud
  - Module 8.2 - Threats to Cloud Security
  - Module 8.3 - Cloud Privacy Issues & Choosing service provider
  - Module 9.1 - Understanding Various Networking Concepts
  - Module 9.2 - Understanding Setting Up a Wireless Network
  - Module 9.3 - Understanding Threats to Wireless Network Security and Countermeasures
  - Module 10.1 - Data Backup Concepts
  - Module 10.2 - Types of Data Backup
  - Module 10.3 - Windows 10 Backup and Restore Procedures
  - Module 10.4 - MAC OS X Backup and Restore Procedures
  - Module 10.5 - Understanding Safe Data Destruction
- The Privacy and Cyber Security Training Solution will have editable modules for the following topics, at a minimum:
    1. Understanding Security Threats
    2. Security Responsibilities
    3. Physical Threats
    4. Emergency Preparation
    5. Securing Work Ares and Resources
    6. Access Controls
    7. Safe Computing and Electronic Threats
    8. Social Engineering Threats
    9. Password Guidelines
    10. Safe Remote and Mobile Computing
    11. Acceptable Use
    12. Phishing Identification and Prevention
    13. Physical Security and Emergency Preparation
    14. Responsible Social Networking
    15. Protecting and Handling Data
    16. Records Management and Data Classification
    17. Privacy Awareness and Privacy Principles (PII)
    18. Complying with PCI-DSS
    19. Complying with HIPAA

20. Understanding PII
21. Social Engineering
22. Identity Theft
23. Incident Reporting
24. HIPAA Training, including:
  - 24.1 What is HIPAA?
  - 24.2 Personal Health Identifying Information
  - 24.3 Covered Entities
  - 24.4 HIPAA Privacy Rule
  - 24.5 HIPAA Security Rule?
  - 24.6 HIPAA Enforcement Rule?
  - 24.7 HIPAA Breach Notification Rule?
  - 24.8 The Importance of confidentiality
  - 24.9 The Minimum Necessary Standard
  - 24.10 Business Associate Agreements
  - 24.11 Patient Rights

- CCS Learning Academy will provide Role Based Training with customized curriculum.
- CCSLA will provide support for 25,000 active employees and on-site contractors in this Privacy and Cybersecurity Training Solution.
- This Privacy and Cybersecurity Training Solution by CCSLA will be hosted in an LMS that is compatible with a SCORM 2.0 or higher. It will give organizations access to plethora of videos, interactive cyber security awareness contents and pre-designed modules to select from. These trainings are:
  - interactive and ensures that the learners are enjoy the learning experience
  - having multiple themes available to allow the end-customer to select a theme that relevant topics in a manner that suits their internal culture.
  - developed in-house by experienced designers leveraging best practices for maximum effectiveness in changing behavior.
- LMS will be allowed for additional 3<sup>rd</sup> party SCORM compliant courses to uploaded.
- LMS will be able to integrate with Microsoft Lightweight Directory Access Protocol (LDAP).
- The Privacy and Cybersecurity Training Solution by CCSLA will be branded with the West Virginia State Seal and Office of Technology Logos along with CCSLA logo.
- The Privacy and Cybersecurity Training Solution by CCSLA will be contained appropriate images to the training content and contain West Virginia-specific graphics.
- CCSLA will conduct Classroom group training of various lengths to provide general or topic-based computer training including, but not limited to, Microsoft Office programs such as Excel, Word, Outlook and PowerPoint. We have listed the course in the proposal. Also, please note that CCSLA has a wide pool of instructors who can work on different training requirements, hence we are open to any customized requirement apart from the mentioned courses.
- Personalized small group training for a specific department or project.

- Provide custom training and reference material (minimal use of “off the shelf” training material).
- Provide topic-based, custom curriculum based on either step-by-step direction with ‘real world’ examples of data or using a ‘text book’ such as Using Excel’ by QUE publishers for the ‘step by step’ instructions. The electronic files would be owned by WVOT and copies printed out for the students as needed.
- CCS will conduct skills assessments as needed. Including, but not limited to, use of free online skills assessment’ tests, meet with WVOT department managers to review examples of type of work being performed, company- wide/department-wide skills assessment and brief in-training evaluation.

**Payment Terms:**

CCS Learning Academy agrees with the Payment Methods as well as Payment In Arrears. Though CCS Learning Academy follows Net 30 payment structure

## 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.

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.

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

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

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

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

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

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

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

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

Kajal Shelat, Business Development Manager  
(Name, Title)  
Kajal Shelat, Business Development Manager  
(Printed Name and Title)  
13475, Danileson Street, Ste 220, Poway, CA, 92064  
(Address)  
858-208-4141 / 858-683-2424  
(Phone Number) / (Fax Number)  
sales@ccslearningacademy.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.

California Creative Solutions, Inc. (dba CCS Learning Academy)  
(Company)

*Kajal Shelat* Kajal Shelat, Business Development Manager  
(Authorized Signature) (Representative Name, Title)

Kajal Shelat, Business Development Manager  
(Printed Name and Title of Authorized Representative)

09/01/20  
(Date)

858-208-4141 / 858-683 2424  
(Phone Number) (Fax Number)

**State of Virginia - Purchasing Affidavit**

## 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: California Creative Solutions, Inc.

Authorized Signature: Raminder Singh *(Signature)* Date: 8/19/20  
State of \_\_\_\_\_  
County of \_\_\_\_\_, to-wit: \_\_\_\_\_  
Taken, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_.

*see attached  
jurat*

**AFFIX SEAL HERE**

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

**Purchasing Affidavit (Revised 01/19/2018)**

# California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

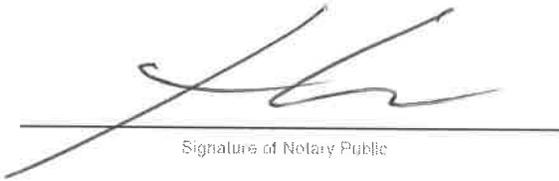
} s.s.

Subscribed and sworn to (or affirmed) before me on this 19<sup>th</sup> day of August,  
Month

2020, by Raminder Singh

proved to me on the basis of satisfactory evidence to be the person(s) who appeared

before me.

  
\_\_\_\_\_  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Purchasing Affidavit

containing 2 pages, and dated 08/19/2020

### Additional Information

#### Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

Affiant(s) Thumbprint(s)  Describe: \_\_\_\_\_





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 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

*Kajal Shelat*  
 Signature X

33-0762869  
 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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Privacy and Cybersecurity Training Solution	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

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

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Privacy and Cybersecurity Training Solution - Optional YR3	1.00000	EA	\$4.59	\$114,750

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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Privacy and Cybersecurity Training Solution - Optional YR4	1.00000	EA	\$4.59	\$114,750

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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.: CRFQ\_0210\_ISC2100000005**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input 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.

California Creative Solutions, Inc. (dba CCS Learning Academy)

\_\_\_\_\_  
Company

*Kajal Shelat*

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

09/08/20

\_\_\_\_\_  
Date

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

**SOLICITATION NUMBER:** CRFQ ISC2100000005

**Addendum Number:** No.02

---

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 to give the agency additional time to address all technical questions received.

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.: CRFQ\_0210\_ISC2100000005**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input 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.

California Creative Solutions, Inc. (dba CCS Learning Academy)

\_\_\_\_\_  
Company

*Kajal Shelat*  
\_\_\_\_\_  
Authorized Signature

09/15/2020  
\_\_\_\_\_  
Date

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



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

State of West Virginia  
 Centralized Request for Quote  
 Info Technology

<b>Proc Folder:</b> 764852		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Security/Privacy Training (OT21024)		Addendum No. 03 is being issued to address all technical questions received.	
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2020-09-03	2020-09-16 13:30	CRFQ 0210 ISC2100000005	4

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**  
**Vendor Name :** CCS Learning Academy  
**Address :** 13475  
**Street :** Danielson Steet Ste#220  
**City :** Poway  
**State :** California **Country :** USA **Zip :** 92064  
**Principal Contact :** Kajal Shelat  
**Vendor Contact Phone:** +1-858-208-4141 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

*Kajal Shelat*

**Vendor Signature X** **33-0762869** **09/15/2020**  
**FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

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

Line	Comm Ln Desc	Qty	Unit Issue
1	Privacy and Cybersecurity Training Solution	1.00000	EA

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

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

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

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

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

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

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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

	Document Phase	Document Description	Page
ISC2100000005	Draft	Security/Privacy Training (OT21024)	4

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:**  
**Addendum Number:**

---

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:**

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

**Terms and Conditions:**

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

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:CRFQ\_0210\_ISC2100000005**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input 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.

California Creative Solutions, Inc. (dba CCS Learning Academy)

Company

*Kajal Shelat*

Authorized Signature

09/15/2020

Date

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

Revised 6/8/2012

## Technical Questions for CRFQ ISC21\*05 – Security Training Tool

1. Will the domain that all the users are on be \*.wv.gov ? Or will there be any different/additional domains?  
98% of domain users use WV.gov, however there are 10 very small agencies that have different domains (less than 1,000 users)
2. Bid opening date 2<sup>nd</sup> September 2020 (Is this date from when we can send proposals till due Date i.e. 9<sup>th</sup> September 2020)  
Bid opening date is the deadline for submission of bids.
3. Can we send the proposal via email? If yes then at which email address.  
Please refer to Bid Submission in the 'Instructions to Vendors Submitting Bids.'
4. By any chance are there possibilities of extending final submission dates.  
The bid opening date will remain as currently published.
5. In the RFQ Section 4.2 Pricing Page (Image 1 Below), it states that the Vendor should complete the "Pricing Page", but it was not included in the documents provided, nor could I locate it on the WV State website under the purchasing forms.  
Pricing Page shall be the pricing entered into wvOASIS.
6. Is this a document that you can forward to me or will our pricing page be sufficient to fulfill this requirement?  
See Response 5.
7. In the General Terms and Conditions Document, Section 8 Insurance (Image 2 Below), the Check Mark indicates that Commercial General Liability Insurance is required. Seeing that the Services we are Providing will be remote via an LMS system and not be onsite, is this still a requirement?  
Yes
8. If it is on-prem then brief about hardware availability for LMS and video streaming servers? Will they be provided by the client?  
N/A. This will not be on prem.
9. The LMS (Learning Management System) deployment would be an on-prem or as a service?  
N/A. This shouldn't be on prem
10. If it is on-prem then brief about hardware availability for LMS and video streaming servers? Will they be provided by the client?  
N/A. This shouldn't be on prem
11. Streaming servers, will they be provided by the client?  
N/A. This shouldn't be on prem
12. Will you also require DDoS protection and a WAF?  
No.
13. Is registration with West Virginia Purchasing Department Mandatory before Award date?  
Please refer to Registration in 'Instructions to Vendors Submitting Bids'

14. Can we Submit proposals electronically via email if yes please help us with the email address.  
**See Response 3**
15. Who is the current incumbent?  
**This is a new solicitation opportunity.**
16. What is the reasoning for the LMS to be compatible with SCORM 2.0?  
**It's a technical standard and a mandatory requirement.**
17. Specifically, how is the LMS supposed to be compatible with SCORM 2.0?  
**Allows for additional 3<sup>rd</sup> party SCORM compliant courses to be uploaded, or other courses to be pulled down and modified as needed.**
18. If it the expectation that the vendor will upload the third-party SCORM courses, or does the State of West Virginia request the ability to upload these courses?  
**Either is acceptable**
19. What is meant by, "The Privacy and Cybersecurity training solution must have editable modules for the following topics?"  
**The ability to make minimal changes to things like titles, URLs, definitions.**
- What is meant by "editable?"  
**The ability to make minimal changes to things like titles, URLs, definitions.**
20. What is budgeted for this contract?  
**The State does not share its budgeted amount.**
21. For the role based training requirement, can the State of West Virginia provide specifically what roles receive what training?  
**High level roles like Administrators, Managers, Financial staff, HR staff.**
22. What is meant by, "The Privacy and Cybersecurity Solution must contain customer-customizable "Resources" section," and specifically, what is this "resources" referring to?  
**The ability to add additional resources for training and courses that can be customizable by the state.**



**Reason for Modification:**

Addendum No. 04 is being issued to address an additional technical question received after the deadline.

No other changes.

<b>ADDITIONAL INFORMATION</b>
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INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Privacy and Cybersecurity Training Solution	1.00000	EA	\$4.59	\$114,750

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 OFFICE OF TECHNOLOGY 13475 Danielson Street 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Privacy and Cybersecurity Training Solution - Optional YR2	1.00000	EA	\$4.73	\$118,250

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Privacy and Cybersecurity Training Solution - Optional YR3	1.00000	EA	\$4.80	\$120,000

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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 OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Privacy and Cybersecurity Training Solution - Optional YR4	1.00000	EA	\$4.87	\$121,750

Comm Code	Manufacturer	Specification	Model #
43232502	OhPhish - EC-Council		

**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.04

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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 address an additional technical question that was received after the deadline.

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.

# ATTACHMENT A

Technical Questions for CRFQ ISC21\*05 – Security Training Tool

1. There is a reference to SCORM 2.0 on both the bid documents and the addendum No. 3 as an technical industry standard. I have verified with multiple sources that the more likely standard is Scorm 1.2 or Scorm 2004

Scorm 2.0 is Scorm 2004; however, the WVOT will accept Scorm 1.2 or higher.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0210 ISC2100000005**

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input 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.

California Creative Solutions, Inc. (dba CCS Learning Academy)

\_\_\_\_\_  
Company

*Kajal Shelat*

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

09/15/2020

\_\_\_\_\_  
Date

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

Revised 6/8/2012