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.

Welcome, Robert M Ross

Procurement | Budgeting | Accounts Receivable | Accounts Payable

Solicitation Response(SR) | Dept: 0323 | ID: ESR05122200000007099 | Ver.: 1 | Function: New | Phase: Final | Modified by batch , 05/12/2022

Jump to: PRCUID | Go | Home | Personalize | Accessibility | App Help | About

Header 2

List View

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

Procurement Folder: 1033818

Procurement Type: Central Master Agreement

Vendor ID: 000000192076

Legal Name: DIAMOND TECHNOLOGIES INC

Alias/DBA:

Total Bid: $1,163,145.00

Response Date: 05/12/2022

Response Time: 9:37

Responded By User ID: DiamondTech2015

First Name: Jason

Last Name: Ballance

Email: jballance@diamondtechr

Phone: 302-485-1841

SO Doc Code: CRFQ

SO Dept: 0323

SO Doc ID: WWV2200000009

Published Date: 4/22/22

Close Date: 5/12/22

Close Time: 13:30

Status: Closed

Solicitation Description: IVR/IWR System Maintenance & Support.

Total of Header Attachments: 2

Total of All Attachments: 2

Proc Folder:	1033818
Solicitation Description:	IVR/IWR System Maintenance & Support.
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-05-12 13:30	SR 0323 ESR05122200000007099	1

VENDOR
000000192076 DIAMOND TECHNOLOGIES INC

Solicitation Number:	CRFQ 0323 WWV2200000009				
Total Bid:	1163145	**Response Date:**	2022-05-12	**Response Time:**	09:37:33
Comments:					

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	IVR/IWR System Maintenance and support Services				1163145.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Support/maintenance of Agency's IWR, IVR, and Disaster Recovery System per the specifications attached herein.
Vendors must submit Exhibit A in its entirety with their bid. Vendors should enter the grand total from Exhibit A into the Contract amount here.

Cost Sheet for Maintenance and Support Services
for the a Three Tiered System Encompassing an Interactive Web Response (IWR) System, Interactive Voice Response (IVR) System, and Predictive Dialer/Auto System

Revised   5/13/2022 8:53

Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
ITEMS INVOLVED IN THE MAINTENANCE AND SUPPORT FOR THE SYSTEM				
NOTE: Qualifications under 3 in the RFQ apply to Maintenance & Support, Secondary System, and Custom Programming.				
Maintenance & Support for the System - Reference the RFQ Sections 3.1.5, 3.1.7				
Maintenance & Support - Year 1	each	1	$ 382,904.00	$ 382,904.00
Maintenance & Support - Year 2		1	$ 128,789.00	$ 128,789.00
Maintenance & Support - Year 3		1	$ 128,789.00	$ 128,789.00
Maintenance & Support - Year 4		1	$ 133,889.00	$ 133,889.00
		Subtotal for A. Maintenance & Support for Production System	$	774,371.00
Disaster Plan (Secondary System) - Reference the RFQ Sections 3.3				
Maintenance & Support - Year 1	each	1	$ 160,104.00	$ 160,104.00
Maintenance & Support - Year 2		1	$ 18,520.00	$ 18,520.00
Maintenance & Support - Year 3		1	$ 18,530.00	$ 18,530.00
Maintenance & Support - Year 4		1	$ 23,620.00	$ 23,620.00
		Subtotal for B. Maintenance & Support for Secondary System	$	220,774.00
Professional services pertains to development work, additional training, or other work on an annual basis. - Reference the RFQ Section 3.4.2				
Professional services - Year 1	hours	300 (estimated)	$ 140.00	$ 42,000.00
Professional services - Year 2		300 (estimated)	$ 140.00	$ 42,000.00
Professional services - Year 3		300 (estimated)	$ 140.00	$ 42,000.00
Professional services - Year 4		300 (estimated)	$ 140.00	$ 42,000.00
		Subtotal for C. Custom Programming	$	168,000.00
GRAND TOTAL FOR ALL AREAS OF MAINTENANCE & SUPPORT			**$**	**1,163,145.00**

Instructions for completing the above Cost Sheet. The excel spreadsheet has been formatted to automatically provide the Subtotals and Grand Total. You will enter the cost associated with each Section as well as each year (1-4). Please make sure you have entered costs in each line.

Professional service hours are estimated hours for evaluation purposes only. No other fees will be allowed that are not included on Exhibit A.

Do not alter this cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so may result in disqualification of your bid.

4001 Miller Road, Suite 3
Wilmington, De 19802
phone: 302.656.6050
fax: 302.656.6058
www.diamondtechnologies.com

Proposal For

IVR/IWR System Maintenance and Support

WorkForce West Virginia

CRFQ # 0323 WWV2200000009-1

Presented To:

Department of Administration
Purchasing Division
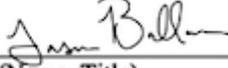2019 Washington Street East
Charleston, WV 25305

By:

Jason Ballance, Director of Sales
Diamond Technologies, Inc.
4001 Miller Road, Suite 3
Wilmington, DE 19802
jballance@diamondtechnologies.com

Date: May 12, 2022

Designated Contact & Certification and Signature Page

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.

_____ Director of Sales
(Name, Title)
 Jason Ballance, Director of Sales
(Printed Name and Title)
 4001 Miller Road Suite 3 Wilmington DE 19802
(Address)
 302-359-3640   302-656-6058
(Phone Number) / (Fax Number)
 jballance@diamondtechnologies.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
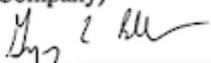
 Diamond Technologies Inc.
(Company)
_____ Gregory L. Ballance, President & CEO
(Authorized Signature) (Representative Name, Title)

 Gregory Ballance, President & CEO
(Printed Name and Title of Authorized Representative)

 4/5/2022
(Date)
 302-656-6050   302-656-6058
(Phone Number) (Fax Number)

Revised 02/08/2022

Table of Contents

1.0   Background

WorkForce West Virginia (WFWV) has expressed the desire to acquire four years of maintenance, support, and enhancement of the Agency's existing Integrated Voice Response (IVR) and Interactive Web Response (IWR) System. Diamond Technologies, Inc. (Diamond) is uniquely qualified to fill this need with extensive IWR/IVR experience and having supported WFWV's solution since it's been in production, more than eight years ago.

In 2013, the State of West Virginia was using an unemployment system with limited functionality and little automation. With a 7% state unemployment rate and an average of 1.1 million inquiries per year, the state recognized that a high functioning IVR/IWR was imperative. Given Diamond's experience and expertise in providing similar solutions, Diamond was awarded the opportunity to develop, configure, and implement a new IVR/IWR system for WFWV. The goal for Diamond was to provide WFWV with a complete turnkey, unified system and solution, streamlining the filing process, while automating weekly unemployment benefits payments. Additionally, this system allows a citizen to file interstate claims, inquire about the status of unemployment benefit claims, and obtain general unemployment information. Furthermore, Diamond constructed a predictive dialer/auto dialer system built upon the IVR/IWR system to handle the collection of overpayment and delinquent taxes. Once implemented, Diamond provided on-going 24/7/365 production support and maintenance through our Diamond Edge Service offering. This IVR/IWR System has been in production and supported by Diamond since 2013.

With WFWV seeking an extension of ongoing support for this IWR/IVR solution, Diamond feels uniquely positioned to provide this service to WFWV based on our technology understanding of this solution and our partnership with WFWV. The remaining sections of this document describe Diamond Technologies' proposal to WFWV to continue enhancing, supporting, and maintaining the current IVR/IWR solution for WFWV. We appreciate the opportunity to bid on this RFQ and look forward to continuing our partnership on this important initiative.

2.0 Purpose & Scope

WFWV's Unemployment Compensation Division utilizes the IWR/IVR system to interact with claimants 24 hours per day, 7 days per week, 365 days per year. The purpose of the IWR/IVR system is to provide services for individuals who apply for unemployment benefits through the state of West Virginia. These services provide the following:

- Provide the ability for West Virginia residents to file an initial claim for unemployment benefits by utilizing the Web application.

- Provide the ability for out-of-state residents to file an initial claim for unemployment benefits by utilizing the Web application. These claimants can also file an initial claim with an agent using the telephone application.

- Provide the ability for individuals with active claims to re-open or file an additional claim for benefits during their respective benefit year.

- Provide the ability for claimants to file their weekly certifications for benefits either through the Web application or phone application.

- Provide the ability for claimants to obtain claims data or general information through the web or phone application.

- Provide the ability to link employers to the WFWV website so they can obtain general information relating to starting a new business, filling wage reports, making contributions and delinquent payments, etc.

West Virginia's Purchasing department is requesting bids on behalf of WFWV to establish a maintenance/support contract for WFWV's IWR/IVR system. This system is a three-tiered system encompassing an IWR component, IVR component, and a Predictive Auto/Dialer component. This service contract will involve supporting both customized software, commercial hardware, and software, as well as providing maintenance and support of a Disaster Recovery site for the overall system. This system is architected with a multi-tiered approach using Microsoft (IIS), VOXEO (CXP and Prophecy), and Presence Technologies. To lessen the impact of change to any one part of the system, the architecture supports loose coupling among the programming components to allow reuse of the common objects.

The IWR/IVR system has an administrative console that provides the ability to control system security by managing user accounts, view data that is housed on the system, change or make potential modifications to broadcast messages relayed by the system, and produce statistical reports.

There is a Disaster Recovery system that provides the necessary infrastructure to support a recovery time objective of eight hours. A site-to-site VPN is in place between the primary and secondary systems. This VPN facilitates the Barracuda backup and SQL Server Log shipping traffic as well as any management traffic needed.

Backups are performed by the Barracuda Networks backup device. The device has enough local storage to hold the latest version of all data that must be backed up. This includes file level backups as well as SQL Server full, incremental, and transaction backups. If a restore is necessary within the primary system, in can occur very quickly from the local backup. In addition to local backup, the data is backed up to the system's secondary facility in a private cloud arrangement, over the site-to-site VPN. The set of two backups at the secondary facility serves two purposes. One purpose is to serve as an offsite backup for the primary and the second is to, in an event of a disaster, allow the data to be quickly restored at the secondary site to meet the recovery time objective.

3.0 Mandatory Requirements

Diamond Technologies has been responsible for supporting and maintaining the West Virginia IWR/IVR implementation since its inception. In that time, Diamond Technologies has assisted the agency in responding to system issues, upgrading software (as needed), and monitoring the system to ensure that it performs reliably. The Diamond team, responsible for building and supporting WFWV's IWR/IVR system, will continue to handle all ongoing support and maintenance responsibilities. We look forward to continuing this track record of reliable support and maintenance.

The remainder of this section addresses each of the specific requirements outlined in the CRFQ, IVR/IWR System Maintenance and Support, Section 3 General Requirements section.

> *3.1.1 The vendor must provide individuals with the following technical experience to provide the Contract Services requested.*

Diamond's Technologies' existing support team has been supporting WFWV's IVR/IWR system since 2013. It is our plan to continue to have our support team members provide application and infrastructure support throughout this engagement. For reference, please refer to Section 4.0 Our Capabilities for a description of our team responsible for supporting and maintaining of WFWV's IWR/IVR system.

> *3.1.2 The vendor must provide at least two (2) individuals with a minimum of two (2) years of experience in multi-tiered systems developed for the sole purpose of administering the unemployment compensation program by utilization of both an Interactive Voice and Web Response System as well as a Predictive/ Auto Dialer System. Proof of experience may be requested prior to award.*

Diamond's Technologies' staff exceed this requirement based on their experience supporting the existing IVR/IWR implementation in West Virginia and additional experience with other projects. Please refer to Section 4.0 Our Capabilities for a description of our team responsible for supporting and maintaining of WFWV's IWR/IVR system.

> *3.1.3 The vendor must be able to support, repair, and/or modify the entire system including hardware, commercial software and customized software in a manner that ensures the system maintains its full operational capacity and that the system functions at an optimal performance level.*

As reflected over the past 7+ years, the Diamond team will continue to support, repair, and/or modify the commercial & customized software in a manner that ensures the system maintains its full operational capacity and performs at an optimal performance level.

Several Key Observations to note

1) To further improve the overall performance and operational efficiency, Diamond is recommending an archiving of data prior to 2018. WFWV has experienced a dramatic increase in unemployment insurance claims since March 2020. An effective archiving strategy will increase application efficiency and response time, increase security, and improve the overall user experience. Archiving data will also reduce backup size and eliminate the need to restore unnecessary files. Diamond recommends reviewing archiving strategies with WFWV to agree upon an approach and execution plan.

2) Due to failing hardware within the infrastructure, Diamond has spec'd out the necessary hardware/software to update the infrastructure environment to support the requirements throughout the duration of this engagement. Refer to Section 6.1 Cost Proposal for a description of the cost impact of this change.

> *3.1.4 The vendor must be able to recommend replacements and assist WorkForce staff for the existing hardware and software infrastructure that is located in the West Virginia's Office of Technology Data Center, 1900 Kanawha Blvd East, Charleston, WV 25305. This may require either onsite or remote support via secure VPN connection at the Vendor's preference or ability.*

Diamond will continue to provide ongoing support (whether it's remote or onsite support) for this WFWV solution. Today, the Diamond team provides most of the WFWV support through the Diamond Edge Managed Support Center. Our technical team VPNs into the WFWV environment, providing remote support and application enhancements as needed. From time to time, Diamond has been asked to come onsite to provide technical support for the environment. Diamond is available to come onsite to resolve issues or implement changes that cannot be implemented via VPN. Diamond will depend on the

Agency for physical access to the West Virginia Office of Technology (WVOT) Data Center as needed (and approved), and Diamond will be responsible for onsite support functions following the granting of access.

> *3.1.5 The vendor must patch and/or upgrade all commercial software and firmware that comprises the system per each manufacturers' recommendations within 14 calendar days of patch release, unless prior written approval is received from WorkForce West Virginia. Software/firmware patches that are considered critical for the security of the system's components must be completed within seven (7) calendar days of the release by respective manufacturers. Patches for zero-day exploits must have an immediate plan submitted to WorkForce West Virginia to discuss mitigation and final patching.*

Diamond agrees to patch commercial software and firmware that comprises the system every 14 calendar days, upon approval of WFWV and WVOT. Updates that have not been approved by WFWV and WVOT will be placed on the schedule for the next change management window. Diamond believes that any major software enhancements to Voxeo Software will need to be planned and may require more than 14 calendar days to execute. Diamond will coordinate this upgrade closely with WFWV to ensure its successful implementation. The extra planning and testing windows are necessary to confirm that the service offering to WV constituents does not experience downtime or degraded performance.

Diamond will work to provide critical software or firmware patching is completed within 7 days of the public release of critical patches by respective manufacturers.

Diamond understands and agrees that any zero-day exploits will require submission of an immediate plan to WFWV to discuss mitigation and patching requirements.

> *3.1.6 The vendor must ensure that the system and its components are compliant with NIST SP 800-123 (July 2008 edition) and 800-44 (Version 2 September 2007 edition) standards. Please reference http://csrc.nist.gov/publications/PubsSPs.html for more information. This precludes any section of these standards that reference items beyond the Vendor's reasonable control (e.g. physical or network security of the state data center).*

Diamond will ensure that the system and its components are compliant with NIST SP 200-123 and SP 800-44.

> *3.1.7 The vendor must be responsible for any costs to maintain the commercial software and hardware throughout the supported life of the software and hardware of the complete three-tiered system.*

Diamond will continue to provide ongoing support to WFWV's IWR/IVR solution, including working with the commercial software vendor to keep their software up to date. Diamond further acknowledges the costs associated with keeping the commercial software up to date are included in our ongoing support cost.

> *3.1.8 The vendor will work cooperatively with the West Virginia Office of Technology (WVOT) to maintain the complete Unemployment Compensation website and abide by the WVOT Contractor Management Policy (PO1012) and its attachments. Note: This policy and its attachments have been included with this document. See Exhibit B.*

Diamond Technologies agrees to work cooperatively with West Virginia Office of Technology (WVOT) to maintain the complete Unemployment Compensation website and abide by the WVOT Contractor Management Policy (PO1012) and its attachments. Please refer to Appendix E: Contract Employment Confirmation Form for a completed form.

> *3.1.9 The vendor will work cooperatively with the Agency and WVOT to implement audit log functionality ensuring integrity of system logs through appropriate system security mechanisms or log by shipping to a server within the state's control.*

Diamond agrees to work cooperatively with the Agency and WVOT to implement audit log functionality ensuring integrity of system logs through appropriate system security mechanisms or log by shipping to a server within the state's control. If needed, Diamond will work with WVOT to log ship all log information to a system(s) designated by WVOT.

> *3.1.10 The vendor must submit a proposed maintenance schedule to the Agency every six (6) months detailing when routine maintenance of the primary systems and secondary systems will occur.*

Diamond agrees to submit a proposed maintenance schedule to the Agency every six (6) months detailing when routine maintenance of the primary system and secondary systems will occur.

3.1.11 The vendor shall test and apply all changes, updates, and patches for any system components to both the primary and secondary systems, starting with the secondary system, in accordance with the Agency's approved maintenance schedule.

Diamond will continue to test and apply all changes, updates, and patches for any system components to both the primary and secondary systems, starting with the secondary system, in accordance with the Agency's approved maintenance schedule.

3.1.12 The vendor will keep all system documentation current during the life of the contract. This documentation will reflect all changes that may occur to the system whether initiated by the vendor or WFWV or any entity with a relationship to this system (e.g., the US Department of Labor, commercial software providers, etc.) This includes, but is not limited to, interface design documents, automated processes, system diagrams, etc.

Diamond will continue to keep all system documentation current during the life of the contract. This documentation will reflect all changes that may occur to the system whether initiated by the vendor or WFWV or any entity with a relationship to this system. This includes, but is not limited to, interface design documents, automated processes, system diagrams, etc.

3.1.13 All materials including, but not limited to, system documentation, training materials, or any other deliverables will be provided to WFWV electronically in an editable Microsoft application format such as Word, Excel, PowerPoint or Visio.

Diamond will continue providing all materials to WFWV electronically and in an editable format such as Microsoft Word, Excel, PowerPoint or Visio.

> *3.1.14 The successful vendor will be responsible for all costs associated with a transition from the previous vendor and must be prepared to continue operations by April 1, 2022.*

Diamond will be responsible for all costs associated with transitioning to this new support contract.

> *3.2 Support*
>
> *3.2.1 For the life of this contract, the vendor must provide a single point of contact and/or help desk that is available 24/7/365. Due to the time sensitivity nature of this system and the fact that most activity occurs between late Saturday night and 5:00 p.m. EST Sunday, it is necessary that the Agency has continuous support. This support can be a remote operation but should include technical support including hardware/infrastructure, application, and Chief Information Officer Guidance.*

Diamond Edge Support service provides the day-to-day IT support required to keep our client's business operating as needed. The Diamond Edge Support Team is comprised of customer focused, IT industry professionals with a diverse skill set, resulting in day-to-day service delivered with confidence knowing that no matter what the issue is, Diamond can resolve it.

Level I Team

The Diamond Edge Level I team provides the first line of defense and initial contact point for our customers. These team members possess outstanding communication and troubleshooting skills and provide the initial intake and triage for all client issues. It is the Level I representative's job to quickly diagnose/fix/resolve the issue, or to quickly escalate the issue to the Diamond Edge Level II team. As a general guideline, Level I targets no more than 10-15 minutes for either issue resolution or escalation to Level II. As a metric for Diamond 70% of the issues logged are resolved by our Level 1 team.

Level II Team

The Diamond Edge Level II team consists of experienced System, Network, Storage, and Virtualization Engineers, with an average of 15 years of industry experience across the team. Our Level II team members are equipped to handle all issues escalated from Level I either remotely or can be deployed

onsite when needed. Diamond has invested in multiple support tools that allow for easy remote access to servers as well end user machines, if the machine in question is on and accessible via the internet.

Level III Team

The Diamond Edge Level III team consists of senior level (10+ years of experience) application developers, database administrators, and analysts. This team is one of the primary aspects of the Diamond Edge Support offering that sets Diamond apart from the competition. Our Level III team handles all line of business application support requirements as needed by our clients. This team is adept in troubleshooting, debugging, and assessing software and database related issues that arise related to line of business software applications depended on by our clients. This team has a diverse skill set and can handle almost any software related environment (i.e. Microsoft .Net/C#, Java, SQL, and related SQL databases).

Chief Experience Officer

This role serves as a direct escalation point for all clients and is ultimately responsible for day-to-day service delivery and customer satisfaction for our Managed IT Support Service. Our Managed Support Team Level I, II, III teams report directly to this Chief Experience Officer.

Diamond has an established Service Level Agreement (SLA) for our Diamond Edge customers. In reviewing WFWV's requirements, our SLA's meet the requirements of WFWV's performance expectations. Refer to Appendix B, for details on our SLA.

3.2.2 The vendor's system support must include three contact methods: phone, email, and Web.

Diamond Technologies support service can be reached in the ways outlined below 24 x 7 x 365. No additional charges are incurred for "after hours" or weekends.

By Phone: (302) 656-6050, Option 1

By Email: support@diamondtechnologies.com

By Web: www.diamondtechnologies.com

Refer to Appendix B, Diamond Edge Support Service SLA for more details.

> *3.2.3 The vendor's Support/Help Desk must utilize a trouble ticket tracking System that will document ticket reporting, work and final disposition.*

Diamond's Edge support team uses a product called Zendesk for our ticket system (www.zendesk.com). Our Zendesk ticketing system is used for standard issue reporting/ticket generation, status reporting, and ticket analysis for operational improvement recommendations.

> *3.2.4 The vendor must acknowledge receipt of trouble tickets. This acknowledgement will be sent via email, the address provided upon award of the contract. Due to this system being mission critical, each trouble ticket should be acknowledged within a minimum of 15 minutes during regular business hours or maximum 30 minutes after business hours. The vendor must provide an estimate of the time required to resolve the issue in a trouble ticket acknowledgement. Acknowledgement is not an automated response, but a response from the vendor staff to begin handling the issue.*

Diamond's ticketing solution includes an automatic email notification feature. This notification is sent automatically to the requestor for any new ticket or any change in ticket status. Diamond further acknowledges that we will meet the response time requirements outlined above. As requested, Diamond will provide an estimate on the time required to troubleshoot and resolve each ticket, on a ticket-by-ticket basis.

Refer to Diamond's Edge Support Service Level Agreement (SLA) in Appendix B for more details on response times and our escalation process.

> *3.2.5 The vendor's expected response time for system issues must be under 15 minutes during regular business hours which is 8:00 a.m. thru 5:00 p.m. EST Monday through Friday and under 30 minutes after business hours which is 5:00 p.m. through 8:00 a.m. EST Monday through Friday and 24 hours on Saturday and Sunday.*

Diamond acknowledges this support requirement and will meet these requirements. Refer to Diamond's Edge Support Service Level Agreement (SLA) in Appendix B for more details on response times and our escalation process.

> *3.2.6 WFWV staff must authorize in writing or via email the acceptance of the vendor's resolution to the ticket before the ticket can be classified as closed. This authorization from the agency will include the ticket number, the date, and confirmation that the issue has been resolved to the agency's satisfaction.*

Diamond agrees that WFWV staff must authorize in writing or via email the closure of a trouble ticket once it is resolved. This functionality is already provided in Diamond's Edge Support process using Zendesk. In the event, after seven (7) days of requesting a confirmation to close a ticket there is no response from WFWV, the ticket will be closed automatically. If seven days isn't an adequate amount of time, Diamond will work with WFWV on an agreeable duration that works for both organizations.

> *3.2.7 The vendor must provide onsite technical support for problems that cannot be resolved via telephone or remote access within 24 hours, beginning at the time the agency has reported the problem.*

Diamond will provide onsite technical support within 24 hours if a problem has no ability to be resolved via telephone or remotely. Diamond will require WFWV to provide the staff necessary to gain access to the WVOT data center within thirty (30) minutes of Diamond personnel arriving onsite in Charleston, WV.

> *3.3 Disaster Plan (Secondary System):*
>
> *3.3.1 The vendor must support and maintain the secondary system in a manner that enables the system to be utilized as an independent testing and training system.*

Diamond will provide support and maintain the Secondary system in a manner that enables the Secondary system to be utilized an as independent testing and training system.

> *3.3.2 The vendor must support and maintain a data backup process that ensures that both the on-site and off-site systems always have two copies of the same data in different locations.*

Diamond will support and maintain a data backup process that ensures that both the on-site (Primary) and off-site (Secondary) systems always have two copies of the same data in different locations.

> *3.3.3 The vendor must support and maintain the two systems (on-site and off-site) in a manner that allows the restoration of data from either source in less than eight (8) hours.*

Diamond will support and maintain the two systems (on-site and off-site) in a manner that allows the restoration of data from either source in less than eight (8) hours.

> *3.3.4 The vendor must perform a failover test every six (6) months whereby operations are transferred from the primary system to the secondary system to assure readiness in the event of a disaster. A report of the test should be delivered to WorkForce West Virginia within 30 days of the test.*

Diamond will perform a failover test every six (6) months whereby operations are transferred from the primary system to the secondary system to assure readiness in the event of a disaster. Additionally, a report of the test will be delivered to WFWV within 30 days of the test with results.

> *3.4 Custom Programming*
>
> *3.4.1 The vendor must be able to extend the customization of the IWR and Predictive Dialer as directed by the Agency utilizing the requested annual custom development / programming hours.*

Diamond will support, repair, modify, and/or extend the custom IWR/IVR and Predictive Dialer software as directed by WFWV utilizing the annual custom development hours included within the cost proposal. At the time of the development request, Diamond would estimate the number of hours required to deliver the requested functionality. Diamond would then work with WFWV to agree upon project tasks and deliverables, milestones, user acceptance testing criteria, and other project specifics before starting any

work. This process follows Diamond PMO process. Diamond requests that a designated WFWV representative authorize the work in writing and sign off upon acceptance.

> *3.4.2 The Vendor will bill as incurred for professional services which include custom development work, additional training, or other work per contract year.*

Diamond will provide contract hours as requested above throughout the duration of this support engagement. Diamond will compile a report on a quarterly basis showing how many hours have been used and what services were performed.

> *3.4.3 The vendor must provide Spanish translation for any changes to the system that involve modifications or alterations of the prompts utilized in the functionality of the system.*

Diamond will continue to provide Spanish translation for any changes to the system that involve modifications or alterations of the prompts utilized in the functionality of the system.

> *3.4.4 The vendor must provide a Project Manager for any customized work that is requested by the Agency.*

Diamond's Project Manager will oversee all project and support work:

Project Manager:	Cyndie Romer, Director, PMO
Telephone Number:	302-893-5274
Email Address:	cromer@diamondtechnologies.com

> *3.4.5 The vendor's Project Manager must track all work tasks and deliverables, provide status reports, handle meetings between the vendor and Agency, and ensure that the work performed is tested by the development team and is functioning properly before the change is placed into production.*

Cyndie Romer will oversee tracking all work tasks and deliverables, provide status reports, handle meetings between the vendor and Agency, and ensure that the work performed is tested by the development team and is functioning properly before the change is placed into production.

> *3.4.6 The vendor must provide a testing environment, so Agency staff can perform acceptance testing to verify the customized work has been completed to specifications and is ready to be placed into production.*

Diamond will provide a testing environment and will ensure the agency staff agency staff can perform acceptance testing to verify the customized work has been completed to specifications and is ready to be placed into production.

> *3.4.7 Vendor must ensure that no data in its custody will be used for any circumstances other than those agreed to in this contract.*

Diamond will continue to ensure that no data in its custody will be used for any circumstances other than those agreed to in this contract.

> *3.4.8 Vendor must include in their bid the cost of optional annual renewals for years 2, 3, and 4 Maintenance Agreement, Support, and Professional Services. These optional sequential Annual renewals will be initiated by an agency's request which will be processed as a Change Order authorized by the West Virginia Purchasing Division. This request for renewal must be agreed to by both the agency and the vendor before the Change Order is initiated.*

Diamond has outlined the support costs for Year 1 and subsequent years 2,3,4 in our Cost spreadsheet. Diamond acknowledges that the years of support and maintenance beyond year one is optional and will be processed via the official Change Order process. Refer to Excel Cost Worksheet, "Cost Sheet for Maintenance and Support IWR IVR System – Final – May 12 2022.xlsx" for cost related details.

> *3.4.9 Vendor must review the documentation and sign the Acknowledgement page in Attachment B: Notice of State of West Virginia - Confidentiality Policies and Information Security Accountability Requirements. This signed document must be submitted with the proposal.*

Diamond has reviewed all the information and security policies both attached in this CRFQ and on State of WV, Department of Technology website. Please see Appendix

E: Contract Employment Confirmation Form for signed form. Diamond has also completed in Appendix F: State of WV, Office of Technology Policy: Information Security Form.

> *3.4.10 Vendor must review Exhibit B: "State of West Virginia Office of Technology Policy: Contract Management" document and complete all the forms.*

It appears to us that the forms in Exhibit B of the CRFQ seem to apply to onsite contract employees that are assigned to projects within a West Virginia state facility on a regular or recurring basis. Additionally, Attachment A of Exhibit B appears to be something completed by the "contractor manager," WFWV in this instance. This contract is for services to maintain and support the existing IVR/IWR software using remote Diamond staff members on an as needed basis. It is possible that onsite work may be required on a rare occasion, but it would only be under the supervision of a WFWV staff member within the WVOT data center facility where the IVR/IWR system is located for very brief periods of time. As such, we do not believe that these attachments are applicable. However, Diamond has completed Attachment B of Exhibit B to the extent practical, please refer to Appendix E: Contract Employment Confirmation Form. Since most information is not yet known or does not apply, we welcome further discussion on the applicability of this form prior to the issuance of a purchase order.

4.0   Our Qualifications

Diamond Technologies has been providing support, maintenance and development to WFWV's IWR/IVR system since put into production back in 2013. For this project, we are proposing a team of Diamond personnel that, not only possess extensive technology experience, but also possess specific US Department of Labor experience. Their technical knowledge, paired with a keen understanding of IVR/IWR business processes, will be indispensable for maintaining, enhancing, and supporting the existing WFWV system. Below are high level summaries of our key leaders within our organization that will have an active role in WFWV's IVR/IWR support and maintenance engagement.

Cyndie Romer – Director, PMO

Cyndie has been with Diamond Technologies since 2002 and has over 20 years' experience managing technology projects. She has a proven track record of delivering projects on time and on budget, with a focus on client satisfaction. Her client experience includes state and local government, higher education, and private industry. She takes a data driven approach to problem solving. She has an agile approach to software development and is a certified Scrum Master.

Duncan Bachen – VP of Architecture and Cyber Security Practice

Duncan has over 24 years of experience in the IT field. His background is extensive in enterprise Windows and Linux systems administration, architecture, cryptography, datacenter management, and network security. Duncan is also experienced in Data Analytics, Reporting, Data Warehousing, Database administration, Disaster Recovery, and CISO advisory services.

Duncan has been an active member of our Diamond team supporting WFWV IWR/IVR system over the past 4+ years. Duncan has significant IVR/IWR experience including architecting, infrastructure management and support for the current IVR/IWR system in place today at WFWV. Duncan will continue to add his expertise to our Diamond support team as needed.

Tony Tancredi — Application Architecture

Tony has over 30 years of advanced architecture, design, development and management experience on diverse platforms including mobile, cloud, server and

mainframe. Prior to joining Diamond Technologies, he co-founded various Internet startup companies and spent 10 years managing product teams and designing software for Computer Associates, Inc. Tony has significant IVR/IWR experience including architecting, application development and support for the current IVR/IWR system in place today at WFWV. Tony will continue to add his expertise to our Diamond support team as needed.

Chip Watkins – Senior Application Development / Support Engineer

Chip has been a senior consultant with Diamond Technologies for over 20 years. He has extensive Java and Microsoft web architecture experience and a strong knowledge of object oriented, multi-tier architectures. Additionally, he has excellent database design and implementations skills. Beyond Chip's impressive technical skills, he is also one of Diamond's lead IWR/IVR developer and works closely with its partners. He has been actively participating on our WFWV engagement since the project started back in 2013 and will continue to be a key resource for our Diamond team on this engagement.

Bill Bradshaw – Application Development / Support Engineer

Bill is a Senior Software Developer who has been developing applications for government agencies for over 7 years. He has experience in a variety of industries but has been working extensively in the Unemployment Insurance Compensation space since 2019. He has developed applications specifically to address Covid and fraud concerns. His skills and expertise include Microsoft SQL Server, .NET, C#, ASP.NET, Web Development, SQL, Web Services, VB.NET, ASP, jQuery, Visual Studio, JSON, JavaScript, jQuery UI, HTML, WCF, Bootstrap, and SQL Report Writing.

Yeshpal Patel – Application Development / Support Engineer

Yeshpal is a Senior Software Developer with a broad range of coding and design experience. He excels in the implementation of APIs and data analytics. Yeshpal was also integral in the development and implementation of SIDES modernization. His skills and expertise include Java, Microsoft SQL Server, .NET, C#, ASP.NET, Web Development, SQL, Web Services, VB.NET, ASP, jQuery, Visual Studio, JSON, JavaScript, jQuery UI, HTML, WCF, Bootstrap, and SQL Report Writing.

5.0 Our Support Approach

Diamond Technologies adheres to best practices around IT Service Management (ITSM) including the *Information Technology Infrastructure Library*, or "ITIL", for product and service strategy, design, and delivery. A high-level summary of the aspects (or phases) of the ITIL methodology is Service Strategy, Service Design, Service Transition, Service Operations and Continual Service Improvement. An important point of clarification regarding ITIL, and how it applies to any of our customers, is that not all aspects (or phases) of ITIL are engaged (or needed) always. We understand that many services within Client are already established and many of the technology practices already performed. However, no matter what state a system is in when Diamond Technologies begins support, we will apply ITIL best practices from that point forward.
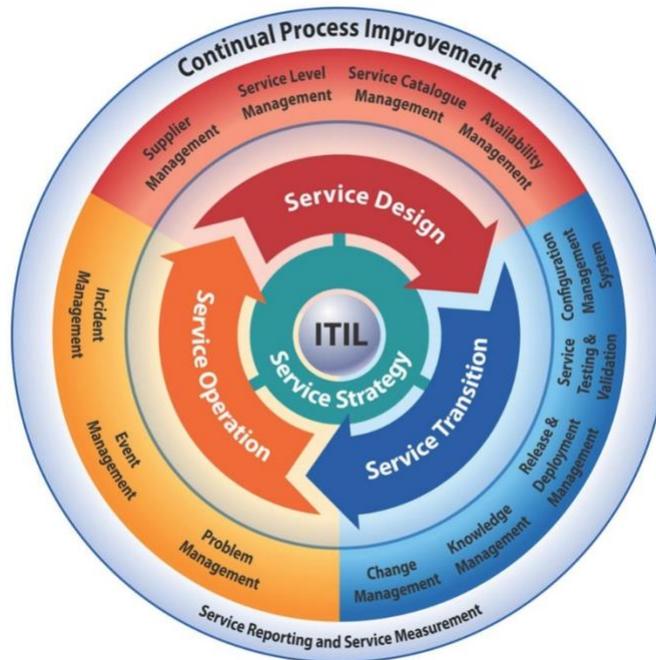
Service Strategy

Diamond Technologies works with key stakeholders to ensure the company's objectives are aligned with budgetary, schedule, security, and policy considerations. We document the entire process, so service deliverables are clearly defined, linked to the business outcomes they support and provide alignment for the rest of the service lifecycle. The key objective is to ensure the service's value is delivered as defined.

Our team of analysts, architects, and engineers provides IT strategy and consultation across a wide range of disciplines including:

- Network Topology
- Network Design and Planning
- Virtualization
- Cloud computing
- Systems/Network Performance Analysis & Support
- Storage
- Custom applications
- Database architecture
- Third party solutions
- Business continuity and disaster recovery

We have successfully partnered with many agencies and companies in formulating business cases for their IT projects. We are very familiar with the documentation process and experienced in defining solutions that exceed Company's standards and policies. All documentation and service artifacts will be stored and accessible in each customer's service portfolio site called Support Central. All strategy, design, configuration, helpdesk ticket information, and monitoring metrics (if required) are available through the Support Central portal with appropriate authentication.

Service Design

Once the plan is outlined from a service strategy perspective, Diamond Technologies' architects and engineers begin designing and engineering the service in accordance with the Service Strategy defined in the previous step. Our team will lead the stakeholders in understanding the purpose, objectives, and scope of the service design. We will design how the service will be run and managed, when it is operational and continually verify that the design works efficiently, and fulfills the business requirements in terms of capacity, continuity, availability, and security.

We strive to design services around five (5) ITIL aspects. These can be remembered easily by thinking of the acronym STAMP. The five aspects are as follows:

1. The *Solution* that is designed that fulfills the business requirement and enables the business process to take place.
2. The management information systems and *Tools* that ensure that the right information is available when required to support the service.
3. The technical *Architecture* that underpins the solution.
4. The *Measurements* that will be taken to ensure the service is operating as it should.

5. The *Processes* that will need to be developed, both business processes and service management processes.

It is during this phase that Service Level Agreements (SLAs) will be targeted and agreed upon. Service level management is about discussing, negotiating and agreeing with the customer about what IT services should be provided and ensuring that objective measures are used to determine whether that service has been provided to the agreed level. Our team will work closely with the Customer and outside vendors to ensure that all SLAs are established, and the appropriate measurement and reporting tools are deployed to monitor the service.

Service Transition

After the design phase, it is time to set up the test/development/UAT systems (User Acceptance Testing) so that the design may be thoroughly tested, quality assured, and updated prior to going into production. At this point in the process, Diamond Technologies will set up a configuration management database which will show Diamond Technologies and the customer every single hardware and software component that makes up the system at hand. This will give us great insight as to what components are being updated and which components most consistently fail (so we can remediate the failures permanently). Additionally, Diamond Technologies will implement its change management process for this customer's environment and train the customer on the benefits of this process in making sure that we reduce and eliminate issues and outages due to change.

Service Operations

Now that the transition phase is complete, it is time for Diamond Technologies to put the customer's environment into production and begin supporting their users. The customer will have access to the Diamond Edge Support Portal, which gives the customer the ability to submit service-related tickets, see their monitoring systems, review Key Performance Indicators (KPIs), review key architecture and design document and share information between the customer team and the Diamond Edge team.

Service issues are handled through our support team and are categorized as either an incident or a problem. The two processes of incident and problem management are among the most important of all the ITIL processes. They are often the first to be implemented by an organization that has decided to adopt the ITIL framework. Diamond Technologies has adopted both of these processes to improve our service and service management.

Effective incident management improves availability, ensuring that users are able to get back to work quickly following a failure. Problem management improves the overall quality and availability of services (and as such works in conjunction with continual service improvement); it also makes best use of our IT staff, who are freed from resolving repeat incidents and are able to spend time preventing them instead. The Diamond Edge Support team is responsible for incident and problem management; as well as event, request, and access management.

5.1   Location of Diamond Resources

The Diamond Edge support team is comprised of local team members, stationed in downtown Wilmington, Delaware. Diamond Edge prides itself in providing high quality service, with all team members being full time employees of Diamond as we do not outsource (or "off shore") any aspect of our managed services. This results in our teams (Level 1, 2, 3) being accessible to WFWV as needed.

5.2   Net Promoter Score (NPS)

When trying to determine the effectiveness of our IT Service Management Approach, we constantly measure our client satisfaction in all phases of the ITSM cycle. Whether we are measuring the effectiveness of our Engineering or Analyst teams or assessing our quality or operational teams, we survey customers consistently to see how we can consistently track the satisfaction of our customers and invest in new methods and services to ensure that they remain satisfied at all times.

The Net Promoter Score, or NPS, was established in 2003 by Bain & Company to help companies evaluate customer loyalty. The goal was to find a simple and straightforward way to measure how well an organization was treating the people whose lives it affected. The survey is based on the fundamental perspective that every company's customers can be divided into three categories: Promoters, Passives, and Detractors. By asking one simple question — *How likely is it that you would recommend Diamond Technologies to a friend or colleague?* — You can track these groups and get a clear measure of your company's performance through your customers' eyes. Customers respond on a 0-to-10 point rating scale and are categorized as follows:

> ➢ **Promoters** (score 9-10) are loyal enthusiasts who will keep buying and refer others, fueling growth.
> ➢ **Passives** (score 7-8) are satisfied but unenthusiastic customers who are vulnerable to competitive offerings.
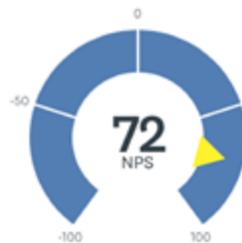
➢ **Detractors** (score 0-6) are unhappy customers who can damage your brand and impede growth through negative word-of-mouth.

To calculate your company's NPS, take the percentage of customers who are Promoters and subtract the percentage who are Detractors.
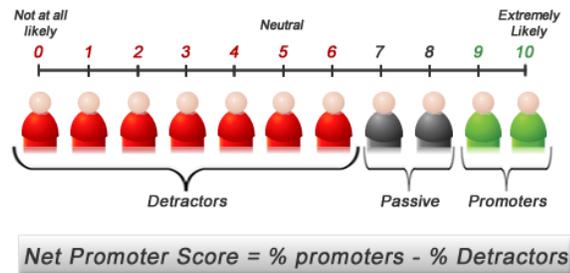
Diamond Technologies is proud to have a current NPS of 72!

For context, the average NPS score for companies in Diamond Technologies' industry, location, and size is a 31! For further context into the NPS score, one of the most admired, loved companies in history, Starbucks, has a current NPS of 77! Diamond Technologies surveys our client base on a quarterly basis.

6.0 Cost Proposal and Terms & Conditions

6.1 Cost Proposal

Please reference the Cost Sheet provided separately in the requested Excel format titled, "Cost Sheet for Maintenance and Support IWR IVR System – Final – May 12 2022.xlsx".

Due to failing hardware within the infrastructure and the licensing requirements, Diamond has identified the necessary changes needed to support WFWV requirements throughout this engagement. Specifically, these changes include:

1. Upgrade the IVR/WIR Primary and Secondary System with necessary new/upgraded hardware.
2. Update the software licenses to support the IVR/IWR Primary and Secondary Systems.
3. All the labor associated with updating/upgrading the primary and systems are included.
4. All the costs associated with these changes are reflected in Year 1 within the cost sheet.
5. For subsequent years (Years 2, 3, and 4), the cost covers the ongoing support of IVR/IWR Primary and Secondary Systems with this upgraded environment.

6.2 Terms and Conditions

Unless specifically stated otherwise in this proposal document, the following terms shall apply to the proposed services:

1. Type of Contract – Other than stated charges, services will be delivered on a fixed price basis, at the total cost quoted in the attached proposal. The time and cost provided for the proposed services are based on information provided to Diamond Technologies by the client, and Diamond Technologies' understanding of the task at hand at the time of proposal preparation. Unless specifically stated otherwise in this proposal, the cost quoted in no way guarantees a fixed schedule for delivery of the proposed services.

2. Payment Terms – WFWV will be invoiced in accordance with the completion of milestones as outlined above. Payment terms are net due.

   Maintenance and Support for the System
   Maintenance and Support for the System invoices will be net due (upon invoice receipt) for the year for Maintenance and Support that will be rendered at the start

of the year.

Disaster Plan (Secondary System)
Disaster Plan (Secondary System) invoices will be net due (upon invoice receipt) for the year for Disaster Plan/Secondary System that will be rendered at the start of the year.

Professional Services for Custom Programming
Professional Services for Custom Programming invoices will be net due (upon invoice receipt) for the year for Professional Services for Custom Programming that will be rendered at the start of the year. Any unused hours from one maintenance year will roll into the following year if the contract is renewed.

Price Consideration
Client may receive a 10% discount on the total price for all services if they elect to pay for the four (4) years of service upfront.

Diamond Technologies will charge a 1.5% late fee per month for any invoices that are not paid within 30 days.

3. Non-Solicitation - At all times during the proposal and delivery of the proposed services, and for a period of 1 year beyond the conclusion of delivery of the proposed services, Diamond Technologies and the client agree to refrain from soliciting or employing, directly or indirectly, any employee from the other firm without the express written consent of the other party. In the event that an offer of full time employment is agreed upon by both parties, extended to the Diamond employee, and accepted in writing by the Diamond employee, a fee in the amount of 20% of the employee's base salary will be payable to Diamond Technologies commensurate with the start date of employment with the client.

4. New projects presented from WFWV to Diamond Technologies may require more resources and increased support fees. These fees will be discussed and agreed upon by both WFWV and Diamond Technologies before putting into production.

5. Contract Termination – In the event Diamond Technologies is not performing according to the service proposed, WFWV agrees to provide Diamond Technologies with written notification of the non-performance, and Diamond Technologies has 30 days to cure the performance issue or work with the client on a mutually agreeable alternative workaround or resolution. Should Diamond Technologies not cure the performance issue within the 30-day timeframe, WFWV may terminate the agreement with no additional contractual obligation outside of data and service transition costs for moving data back to WFWV or WFWV's newly elected provider.

7.0 Proposal Acceptance

By signing below, WFWV signifies its acceptance of the service proposal, assumptions, cost, and payment terms contained herein, and authorizes Diamond Technologies to begin work on the services selected above. Diamond Technologies will begin work on the proposed services at a date mutually agreed upon by Diamond Technologies and WFWV.

Diamond Technologies, Inc.   **State of West Virginia**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

_____   _____
         Date   Date

Appendix A: Diamond Technologies Company Profile

Diamond Technologies is a privately-owned IT consulting firm that has been serving leading Fortune 1000 and public-sector organizations since 1996. Our objective is to optimize client business value and return on IT investment by combining innovation and cutting-edge expertise enhanced by tailored quality personal service. The company provides services to clients in both the corporate and public sectors throughout the Mid-Atlantic region. Diamond Technologies prides itself in developing long term, mutually beneficial relationships with its clients.

At the heart of the company is a dedicated staff of IT professionals committed to providing service excellence. Unlike many of our competitors, we employ our technical staff on a full-time basis and provide them with a comprehensive benefits package that includes ongoing professional training. We believe that in the long run this approach results in higher quality products and solutions for our clients. Diamond Technologies currently employs a full-time staff of 50 professionals.

Diamond Technologies was named to the Inc 500, Inc. Magazine's list of the 500 fastest growing privately held companies in America. In addition, Diamond Technologies was named to the Philadelphia 100 list of the regions fastest growing privately held companies. In 2001, the company was recognized as Delaware's Small Business of the Year by the United States Small Business Administration; and recognized by Delaware Today magazine as one of the Best Places to Work in Delaware.

Diamond Technologies was founded in 1996, over our 22-year history we have experienced a sea of technology changes and has continually adapted to meet the needs of our clients. Today, we are focused on assisting our clients with state-of-the-art technologies including Outsourced IT Managed Services, Mobility Solutions, Business Intelligence, Web Portals (including Microsoft SharePoint), Cloud Services, Salesforce Implementations, Software Development and Integration, and CIO Guidance. For additional information about our company, services and culture, please visit www.diamondtechnologies.com.

Appendix B - Managed IT Support – SLA

Standard Service Levels

Support Coverage Type	Hours of Coverage
Standard Coverage	7am to 6pm Monday through Friday
Expanded Coverage	6pm to 7am Monday through Friday, Saturday/Sunday (24 hrs./day)

Incident Levels & Status Updates

Priority Level	Definition	Incident Response	Status updates to Customer
Low	Minor problem, not causing a disruption of business flow. Work around exists.	4 hours (Standard) 1 business day (Expanded)	Every 48 hours until resolved
Normal	Incident causing single user or multiuser disruption to business process or workflow. Workaround exists but business needs the issue addressed quickly.	1-2 hours (Standard) 2-3 hours (Expanded)	Every 8 hours until resolved
High	Multiuser incident that has halted part of their business flow in some way. Workaround may exist. To achieve 15-minute response, customer is asked to call support.	15 minutes (Standard) 30 to 60 minutes (Expanded)	Every 4 hours until resolved
Urgent	Total system outage. No workaround, need correction ASAP.	0 - 15 minutes (Standard) 30 to 60 minutes (Expanded)	Every 2 hours until resolved
Service Request	Request for new software, new hardware, new device setup, and new user setup.	1-3 business days	Every 24 hours until completion
Change Request (*App Support Only*)	Request for new functionality / new software enhancement request.	1-3 business days	Every 24 hours until completion
Maintenance	Updates and patches required to sustain the computing environment at an operating level that delivers continual uptime, availability, and performance.	Planned (*unless critical security incident*)	Every 24 hours until completion

Contact Methods

Method	Detail
Phone	(302) 656-6050 option #1
Email	support@diamondtechnologies.com
Website	www.diamondtechnologies.com

Appendix C: State of WV, Purchased Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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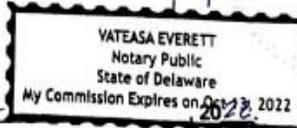
Vendor's Name: _Diamond Technologies Inc._

Authorized Signature: _[signature]_   Date: _4 | 8 | 22_

State of _Delaware_

County of _New Castle_   , to-wit:

Taken, subscribed, and sworn to before me this _8_ day of _April_

My Commission expires _Oct 13, 2022_ , 20___ .

[Notary stamp:]
VATEASA EVERETT
Notary Public
State of Delaware
My Commission Expires on Oct 13, 2022

AFFIX SEAL HERE   NOTARY PUBLIC _[signature]_

Purchasing Affidavit (Revised 01/19/2018)

Appendix D: Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WWV22-9

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)

☐ Addendum No. 1   ☐ Addendum No. 6
☐ Addendum No. 2   ☐ Addendum No. 7
☐ Addendum No. 3   ☐ Addendum No. 8
☐ Addendum No. 4   ☐ Addendum No. 9
☐ Addendum No. 5   ☐ 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.

Diamond Technologies inc.
_____
Company
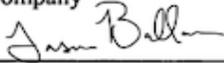
_____
Authorized Signature

5-10-22
_____
Date

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

Revised 04/01/2022

Appendix E: Contract Employment Confirmation Form

Attachment B:
Contract Employment Confirmation Form
Issued by the CTO

Policy No: WVOT-PO1012   Page 1 of 1

This form is to be used for all contracted individuals providing IT services within the Executive Branch, and must be completed by the Contractor Provider and submitted every thirty (30) days to the WVOT. **All fields must be completed.**

Date _____ April 12, 2022 _____

Name of Contractor _____ Diamond Technologies Inc. _____

Name of Contractor Manager (state employee) _____ To Be Determined _____

Agency/Bureau/Division _____ Workforce West Virginia _____

State Contractor Manager Email _____ To Be Determined _____

State Contractor Manager Phone _____ To Be Determined _____

P.O. # of Contract _____ To Be Determined _____

Date of Last Confirmation _____ Not Applicable _____

Expiration Date of Contract _____ Uknown _____

By signing this form, I acknowledge that the abovementioned individual is currently employed with the State of West Virginia.

Jason Ballance
_____
Contractor Provider Name (Print)

_____   4-12-2022
Contractor Provider Name (Signature)   Date

Appendix F: State of West Virginia Office of Technology Policy: Information Security Form

Appendix B: Policy Understanding and Acknowledgment

Policy: Information Security

State of West Virginia Office of Technology

Policy No: WVOT-PO1001	Issue Date: 01/18/2007	Revised: 10/20/2017	Page 14 of 14

INFORMATION TECHNOLOGY POLICIES ACKNOWLEDGMENT

From West Virginia Office of Technology
Office of Information Security and Controls

I have read, understand, and agree to abide by the following West Virginia Office of Technology Information Technology Policies:

- Information Security Policy (WVOT-PO1001)
- Acceptable/Unacceptable Use of State-Provided Technology (WVOT-PO1001, Appendix A)

I understand and agree that if I violate any of the provisions of any of these policies I may be subject to disciplinary action up to and including termination.

_____   4/12/2022
Signature   Date

___Gregory L. Ballance, President/CEO, Diamond Technologies___
Printed Name

_____n/a_____   _____n/a_____
Signature Supervisor   Date

_____n/a_____
Printed Name of Supervisor