



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: 1613056

Procurement Type: Central Contract - Fixed Aml

Vendor ID:

Legal Name: STRATEGIC COMMUNICATIONS LLC

Alias/DBA:

Total Bid: \$1,000,000.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2500000015

Published Date: 1/24/25

Close Date: 2/11/25

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 1613056
Solicitation Description: AWS Cloud Services
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2025-02-11 13:30	SR 0231 ESR02112500000004934	1

VENDOR
VS0000018503
STRATEGIC COMMUNICATIONS LLC

Solicitation Number: CRFQ 0231 OOT2500000015
Total Bid: 1000000
Response Date: 2025-02-11
Response Time: 13:29:28
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	AWS Cloud Solutions				1000000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Contract Amount is max value.not an actual statement of usage

Extended Description:

per attached Pricing.
Vendors must fill out the Scope Of Services in its entirety and return with the bids.



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

Proc Folder: 1613056			Reason for Modification:
Doc Description: AWS Cloud Services			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-01-24	2025-02-11 13:30	CRFQ 0231 OOT2500000015	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Strategic Communications

Address : Headquarters

Street : 310 Evegreen Road

City : Louisville

State : KY **Country :** USA **Zip:** 21009

Principal Contact : Steve Price

Vendor Contact Phone: 502-308-0834 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Signature X *Steve Price* **FEIN#** 61-1271313 **DATE** 2/11/2025

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division on behalf of the West Virginia Office of Technology, is soliciting bids from prequalified vendors listed on Exhibit A for AWS Cloud Services per the attached.

Under the authority granted in WV Code 5A-6-4, The Chief Information Officer has established standards for the State of West Virginia's cloud services and the pool of prequalified vendors able to provide such services has been established through the NASPO Cloud Solutions contract. This solicitation is to establish a vendor catalog and pricing for AWS Cloud Solutions per the terms and conditions, scope of services and Exhibit A as attached.

Pursuant to W. Va. Code 5A-3-10e(b)(4) this procurement will award to a single vendor with the lowest overall cost to the State from a list of prequalified vendors that was established through NASPO Cloud Solutions contract.

INVOICE TO

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

SHIP TO

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AWS Cloud Solutions	TBD	TBD	Attached	TBD

Comm Code	Manufacturer	Specification	Model #
81112200	AWS	Cloud Solutions	TBD

Extended Description:

per attached Pricing.

Vendors must fill out the Scope Of Services in its entirety and return with the bids.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2025-01-30

	Document Phase	Document Description	Page 3
OOT2500000015	Final	AWS Cloud Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder: 1613056			Reason for Modification:
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Date Issued	Solicitation Closes	Solicitation No	
2025-01-24	2025-02-11 13:30	CRFQ 0231 OOT2500000015	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Strategic Communications
Address :
Street : 310 Evergreen Road
City : Louisville
State : KY **Country :** USA **Zip :** 40243
Principal Contact : Steve Price
Vendor Contact Phone: 502-308-0834 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

**Vendor
Signature X**

Steve Price

FEIN# 61-1271313

DATE 2/11/2025

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division on behalf of the West Virginia Office of Technology, is soliciting bids from prequalified vendors listed on Exhibit A for AWS Cloud Services per the attached.

Under the authority granted in WV Code 5A-6-4, The Chief Information Officer has established standards for the State of West Virginia's cloud services and the pool of prequalified vendors able to provide such services has been established through the NASPO Cloud Solutions contract. This solicitation is to establish a vendor catalog and pricing for AWS Cloud Solutions per the terms and conditions, scope of services and Exhibit A as attached.

Pursuant to W. Va. Code 5A-3-10e(b)(4) this procurement will award to a single vendor with the lowest overall cost to the State from a list of prequalified vendors that was established through NASPO Cloud Solutions contract.

INVOICE TO**SHIP TO**

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

WV OFFICE OF
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CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	AWS Cloud Solutions	TBD	Attached	Attached	TBD

Comm Code	Manufacturer	Specification	Model #
81112200	Amazon Web Services	Cloud Solutions	N/A

Extended Description:

per attached Pricing.

Vendors must fill out the Scope Of Services in its entirety and return with the bids.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2025-01-30

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: Thursday January 30, 2025 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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

VENDOR NAME: Strategic Communications
BUYER: Toby L Welch
SOLICITATION NO.: CRFQ OOT2500000015
BID OPENING DATE: Tuesday February 11, 2025
BID OPENING TIME: 1:30 p.m.
FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:

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

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

Bid Opening Date and Time: 02/11/25 @ 1:30 p.m.

Bid Opening Location:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

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

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

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: ATTACHED
For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of award - 9/15/26. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐☐☐☐

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

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

Vendor must maintain:

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

☐ **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** ATTACHED in an amount of: \$ 1, 0 0 0 0 . 00 _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Steve Price-Customer Success Director
(Address) 310 Evergreen Road Louisville KY 40243
(Phone Number) / (Fax Number) 502-308-0834
(email address) sprice@yourstrategic.com

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

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

Strategic Communications

(Company) Steve Price
(Signature of Authorized Representative) Steve Price
(Printed Name and Title of Authorized Representative) (Date) 502-308-0834
(Phone Number) (Fax Number) sprice@yourstrategic.com
(Email Address) _____

SCOPE OF SERVICES - CLOUD SERVICES

Purpose and Scope:

The West Virginia Office of Technology (WVOT) is soliciting bids to establish an open-end, catalog-based statewide contract for Amazon's Amazon Web Services (AWS) with a Public Sector Partner offering an "End Customer Account Model" as a State of West Virginia-owned tenant. As such, the State of West Virginia will be utilizing the NASPO Cloud Solutions contract as its prequalification agreement (found here: <https://www.naspovaluepoint.org/cloud-solutions-evergreen/>). Any Vendor wishing to compete for a resulting contract must first be a Vendor on NASPO Cloud Solutions with a comprehensive catalog for **both Commercial and GovCloud** solutions.

Additionally, the State of West Virginia's Chief Information Officer (CIO), under the authority granted in WV Code §5A-6-4, has established standards for the State of West Virginia's cloud services and the resulting contracts obtained via the secondary bid process will allow the State to leverage cloud services in a quick and efficient manner on an as-needed basis. As circumstances warrant, the State will leverage the appropriate contract for public cloud services in accordance with state policy to include the enterprise architecture (EA) policy and standards.

(<https://sites.google.com/wv.gov/wvotenterprisearchitecture/home>)

Cloud instances (IaaS/PaaS) procured through the contract(s) will be provisioned within a West Virginia-owned cloud environment, at the state's discretion. Cloud services (SaaS) procured will reside in the cloud environment presenting the State best value. The contract rates shall be upload able into the appropriate public cloud environment, allowing the state to evaluate usage/cost projections.

Requirements:

- Vendor must be AWS Public Sector Partner of AWS Cloud offering the "End Customer Account Model" through the NASPO agreement. The WVOT will independently verify the Vendor's status through the AWS Partner page.

Is your firm an AWS Public Sector Partner offering the "End User Customer Account Model" of AWS Cloud?

 X Yes No

- Vendors must be qualified and eligible to deliver the complete Commercial Cloud and GovCloud comprehensive service catalog for Amazon Web Services (AWS) cloud solutions. This includes offerings across Infrastructure as a Service (IaaS), Software as a Service (SaaS), Platform as a Service (PaaS), and Value-Added Services (VAS). Vendors are expected to provide both these services to facilitate comprehensive implementations and ongoing support under the NASPO Cloud Solutions contract.

Is your firm authorized to sell the entire catalog for AWS?

 X Yes No

- Vendors must be certified through AWS for delivering the required professional services and related consumable services as outlined below. (No Third-Party vendors can be utilized that are not certified by AWS service.)
 - Must provide Professional Services in the Value-Added Services on the NASPO cloud solutions.
 - Services may include but are not limited to utility resale, sub-service delivery, and professional services execution.
 - All resale activities must comply with applicable laws, regulations, and the terms and conditions outlined in the contract.
 - Deliver services directly or subcontract portions of the services to qualified third parties ("Subcontractors").
 - Subcontracting arrangements must be disclosed to and approved by the WVOT and State Agency authority prior to execution.
 - Should provide evidence of the Subcontractor's qualifications and capability to deliver the services when the SOW Quote is accepted.

Is your firm authorized to provide the AWS services described in the above requirements?

 X Yes No

- Vendors must provide individual account billing to state agencies based upon account consumption within the state-owned environment. Vendors will provide services for chargeback to individual agencies based on identified groupings of AWS Accounts provided by the WV Office of Technology. The Vendor must manage invoicing for multiple agencies and provide access to tooling for monthly reporting and visualization of AWS Cost and Utilization.

Does your firm offer individual account billing within a single state-owned cloud environment?

 X Yes No

- Vendors must provide a minimum percentage discount off list price equal to or greater than what is provided in the NASPO Cloud Solutions contract.

Does your firm agree to supply the State of West Virginia with a percentage discount greater than or equal to what is provided in the NASPO Cloud Solutions contract?

 X Yes No

- Vendors must provide all catalog items on an ongoing, as-needed basis to the State and the minimum percentage discount must be firm for the term of the contract.

Does your firm agree to provide all catalog items on an on-going, as-needed basis to the State and further agree that the minimum percentage discount will be firm for the term of the contract?

 X Yes No

- Vendors must provide the minimum percentage discount for the catalog of services it will supply to the State.
 - The State will award a contract to the Vendor with lowest overall cost to the State.
 - An award will be based on the total combined percentage discount for each of the services, i.e., (IaaS Discount + PaaS Discount + SaaS Discount + Value-Add Services Discount = Combined Total Discount.)

Service	Minimum Percentage Discount
Amazon AWS	
IaaS	See Attached-minimum of 5%
PaaS	7%
SaaS	3%
Value-Add Services	25%

- Vendors must not fulfill any orders under a resulting agreement without first obtaining approval from the West Virginia Office of Technology.

Does your firm agree to not fulfill any orders from a resulting contract without approval from the West Virginia Office of Technology?

 X Yes No

CERTIFICATION AND SIGNATURE: By signing below, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Strategic Communications

(Company Name)

Steve Price

Steve Price

(Authorized Signature and Printed Name)

2/11/2025

(Date)

Software as a Service Addendum

1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Vendor: Strategic Communications

Signature: *Steve Price*

Title: Customer Success Director

Date: 2/11/2025

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: Strategic Communications

Name of Agency: _____

Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?
Yes ☐
No ☐
2. If yes to #1, does the restricted information include personal data?
Yes ☐
No ☐
3. If yes to #1, does the restricted information include non-public data?
Yes ☐
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?
Yes ☐
No ☐
5. Provide name and email address for the Department privacy officer:

Name: _____

Email address: _____

Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: TBD Upon Award

Email address: _____

Phone Number: _____

EXHIBIT A

Cloud Provider	Contact Name	Email
SHI Inc	Staci McDonald	Staci_McDonald@shi.com
Insight	Hannah Bosarge	Hannah.Bosarge@insight.com
Red River	Dan McGee	dan.mcgee@redriver.com
SMX		cloudassured@smxtech.com
Strategic Communication	Steve Price	naspo@yourstrategic.com
A&T Systems Inc	Adam Nouravarsar	Adam@ats.com
Carahsoft Technology Co	Tina Chiao	Contracts@carahsoft.com
Zivaro	Carolina Palacios	contracts@zivaro.com



STRATEGIC COMMUNICATIONS

IT SERVICES • CLOUD • AUDIO / VIDEO

TECHNICAL RESPONSE

State of West Virginia

CRFQ-0231-

OOT2500000015

AWS Cloud Services

Submitted by: Steve Price

502-308-0834

sprice@yourstrategic.com



Introduction to Strategic Communications

Strategic Communications is a Minority Woman Owned Small Business (WOSB), herein 'Strategic'. Established in 1994 with a Headquarters location in Louisville, KY and satellite offices located across the US. Strategic is a Cloud Solutions Provider, Integrated Solutions Provider, and Value-Added Reseller (VAR) and Systems Integrator focused on serving commercial and government customers. Our expertise in consulting, designing, engineering, and installing Information Technology (IT) solutions enables Strategic Communications to provide customized and scalable solutions to fit unique requirements. Strategic Communications offers 28 years of exceptional experience in the VAR space.

As an AWS **Advanced** Consulting Partner and one of a select group of partners to obtain the AWS **Government Competency**, we are pleased to offer the full Amazon Web Services (AWS) portfolio and our cloud expertise. For 10 years, we have served Government cloud clients such as DISA,

SOCOM, Air Force, CDC, FCC, US Patent and Trademark Office (USPTO), Peace Corps, the States of Mississippi, Maryland, Delaware, Connecticut, Oregon, and Michigan's Oakland County, providing IaaS, PaaS, SaaS, and design/architecture experience powered by AWS Cloud services.



- Immersion Day
- Select Tier Training
- Govt. Services Competency
- Public Sector Solution Provider

An important factor in the cloud services business is a company's ability to stay on top of emerging technologies. Strategic Communications is an active AWS partner that continually invests in its employees through training and certification and consistently participates in industry forums and conferences. We exert leadership by contributing to relevant industry standards via identification and plan implementation for emerging technology trends and solutions.

The State of West Virginia (State) can rest assured Strategic is the best partner for its AWS requirements. It is our intent with this proposal to prove to the State why doing business with Strategic Communications for its AWS requirements is the best value. Strategic is confident we will meet and exceed the State's expectations.

Strategic has a proven track record with other federal, state, and local agencies where we have enabled and assisted IT centralization efforts. Strategic delivers value to organizations and IT departments through consultation, design, delivery, and support. The State will benefit from Strategic's ability to quickly adapt to the State's needs through our agile team, to minimize bureaucracy, prompt turnaround times for support, project work, approvals, and the State's inquiries for assistance. The State can have confidence in the transition of all existing AWS services without disruption.

While Strategic is a woman and minority owned small business (MBE/WBE) with supplier diversity state certification in the agency, we are also backed by the power of our AWS approved Ingram Micro

distribution partnership. This partnership enhances Strategic's access to AWS support offerings, best practices, tools, and engineering resources. Our expertise in consulting, designing, engineering, and installing Information Technology (IT) solutions enables Strategic to provide customized and scalable solutions to fit unique requirements. Strategic offers a proven ability to unite qualified resources, business processes, engineering excellence, Original Equipment Manufacturer (OEM) coordination, and supply chain management ability.

AWS Reseller Value Differentiation:

Strategic will, unlike many resellers, provide to the State with access to the following AWS services, while still having access to value-added services like AWS Well-Architected Reviews, Immersion Days, and Compliance reviews.

1. CloudCheckr CMx Gov with FedRAMP High Security
2. Flow Through of Aggregation & Volume Discounts
3. Dedicated Master Payer IDs
4. RI Arbitrage, Savings Plans, Spot Instances, as a service, or self-directed
5. Full Access to AWS Organizations and Control Tower

CORPORATE INFORMATION

CAGE Code : 3BGB4

DUNS : 878933845

FEDERAL TAX ID: 61-1271313

SYSTEM FOR AWARD MANAGEMENT (SAM)

Strategic is a Woman Owned Business qualifying for NAICS Code 541519 Strategic Communications is registered in the System for Award Management (SAM).

Sincerely,
STRATEGIC COMMUNICATIONS
Steve Price
Customer Success Director



Management Tools & Abilities

A. CloudCheckr Platform

Strategic will provide a cost management solution above native AWS tooling to the State of West Virginia via industry leading 3rd party billing platform, 'CloudCheckr CMx Gov with FedRAMP High Security', at no additional charge. Strategic has evaluated all industry leading cloud management platforms and have utmost confidence in the CloudCheckr platform feature set, security, innovation, and multi-cloud compatibility.

- (i) WV IT and Authorized Purchasers will have full access to data, features, insights, recommendations, security and compliance reports, user access, and analytics. CloudCheckr.
- (ii) Customer credits from AWS will always be flowed to WV IT. In cases where a credit completely zeros out a cost, the usage data will not be hidden or removed, as the usage data will still be present in its related unit of measure, but with cost negated.

Strategic has enclosed the following attachments to reference the enhanced abilities of CloudCheckr.

- (i) Product_Datasheet_CloudCheckr_CMx_Federal_7_4aug22.pdf (enclosed)
- (ii) Solution_Overview_CloudCheckr_Federal_Partners_Federal_3_29aug22-3 (enclosed)

B. Additional Value-Added Services

Strategic will provide additional value-added services that will benefit the State of West Virginia. Benefits include the following:

- (i) Show-back reporting and Charge-back invoicing services for WV IT and Authorized Purchasers, including the flexibility to accommodate additional billing models depending on services offered from WV IT to its agency customers.
- (ii) AWS Financial Optimization Service, for AWS Reserved Instance Arbitrage, Savings Plans, Spot Instances, either self-directed or as-a-service.
 - Strategic Communications has been empowering Partners for over a decade and is continuing to do so through programs like our AWS Cost Optimization Program. Since 2016, Strategic Communications has worked with dozens of End-User case scenarios, AWS consultants, and 3rd party companies specializing in cost optimization strategies to offer you the most robust, yet simplified AWS Cost Optimization program on the market today. Strategic Communications has built its offering on top the of the AWS RI program to offer End Users only the benefits while removing any risk, capital expense, financial, and time commitment that AWS would otherwise mandate to End Users if purchasing RIs through AWS directly. Average total savings achieved (on EC2, RDS, RedShift) with our program is 20-30%.
 - Below table provides a summary of the benefits for the end-user when choosing to enroll in self-managed AWS RI Program vs. Strategic Communications AWS Financial Optimization Service.

	End-User Self-Managed RI Program directly with AWS	Strategic Communications AWS Financial Optimization Service
Capital Expense	For optimal savings potential, AWS will require (significant) cash up-front payment from the End-User.	Strategic Communications will provide necessary up-front financial capital with no additional costs to the End-User.
Program Duration	Locked commitment 1-3 years.	Exit program any time with 60 days' notice.
Savings Amount	Savings amount can range from 10%- 15% with conservative approach.	Savings Amount to the End-user (after Strategic Communications management fee) is in 20%-30% range.
Management	Will typically require dedicated resource to manage the RI fleet, or to hire 3rd party company to manage.	Strategic Communications using AI and ML proprietary tools will manage the RI fleet, ensuring highest coverage & utilization.
RI Coverage	End-User will need to constantly analyze overall account usage and purchase new coverage.	Strategic Communications will constantly analyze the environment and make necessary purchases to keep coverage in optimal range.
RI Utilization	Typical End-User RI utilization is ~70% (if utilization drops below 50%, RIs start to lose money).	Typical utilization is ~90%+. High level is achieved with AI and ML management, and hyperscale multi- account approach.
Underutilized RIs	End-User would need to sell underutilized RIs (if below 50%) on AWS Marketplace. AWS takes 12% fee.	Strategic Communications will manage underutilized RIs with our hyperscale multi-account approach or sell it on AWS Marketplace. (at no financial impact to the End-User).
Regional Management	End-User will need to ensure proper management in each AWS Region separately.	Strategic Communications and affiliates using AI and ML proprietary tools will manage the RI fleet across all regions.
RI Modifications	End-User must manage and execute weekly/monthly modifications for instances that fluctuate in usage/ utilization month over month.	Strategic Communications and affiliates using AI and ML proprietary tools will manage modifications across the entire account portfolio.
RI Exchanges	End-User must manage and execute weekly/monthly RI exchanges, which require extra "true-up" cost of capital.	Strategic Communications and affiliates using AI and ML proprietary tools will manage exchanges and provide necessary "true-up" capital.

(iii) IaaS Cost Optimization Services

Cost Management Platform Access (Supports both Microsoft Azure and AWS)		Standard	Premium
ACCESS TO	Consumption Dashboard	✓	✓
	Usage Summary and Reports	✓	✓
	Cost and Expense Management Module	✓	✓
	Asset Inventory Management Module	✓	✓
	Resource Utilization Module	✓	✓
	Self-healing Automation Module	✓	✓
	Reserved Instances Sizing Tool for AWS	✓	✓
Cost Optimization Services			
ADVISORY SERVICES ON	Analyzing Cloud Cost		✓
	Capacity Planning		✓
	Chargeback and Budgeting		✓
	Continuous Cloud Cost Governance		✓
	Recommendations to optimize IaaS spending		✓
	A dedicated Cost Optimization Consultant		✓

(iv) AWS Migration Services

***BUILD END-TO-END
SOLUTIONS***

Get the tools, services and support you need to scope, plan and execute migrations.

***OFFLOAD TASKS AND GET
SUPPORT***

Offload time consuming tasks and shift your in-house resources to value-added services. Get the support you need without skill gaps or technology limitations.

***LEAN ON AWS CERTIFIED
EXPERTS***

Our team of engineers, architects, and cloud experts has over 100 AWS certifications and is equipped in the Cloud Adoption Framework to support you on all your migration needs.

***GROW INTO NEW LINES
OF BUSINESS***

Pursue larger deals and extend customer support post migration with services to maintain, optimize and secure your customers' cloud environments.

- (v) **AWS Well Architected Assessments and Remediation Services:** Take advantage of our Assessment Service at no cost, where our AWS certified AWS Solution Architects will conduct an assessment of your customer's infrastructure and provide recommendations along with a roadmap of short, medium, and long-term remediation goals to improve and optimize the AWS environment. Then leverage our Remediation Service to implement the issues to be remediated and ensure your customers start saving costs, mitigate risks, and make better informed decisions in building and operating their workloads and applications.

STANDARD - ASSESSMENT

Features

- Review business implications of the architecture of one of your critical workloads.
- Discuss recommendations to become Well-Architected.
- Following the Review, we will provide:
 - Recommendations based on business implications of your workload design decisions.
 - A prioritized roadmap of short-, medium-, and long-term goals, based on the core Framework pillars.

Benefits

- **Security** - protecting information and systems.
- **Cost optimization** - avoiding unneeded costs.
- **Reliability** - preventing and quickly recovering from failures.
- **Performance efficiency** - using IT and computing resources efficiently.
- **Operational excellence** - running and monitoring systems to deliver business value and continually improve processes and procedures.

PREMIUM - REMEDIATION

Features

- Requires WAF Assessment (Standard Offer).
- HRI Remediation performed.
- Customized service scope with AWS Managed Services, Dev-Ops and Security Services.

Benefits

- Provides visibility of infrastructure changes, cost management, compliance, security, and incident remediation.
- Supports security and compliance audits.
- Reduces cloud costs proactively by identifying unused resources.
- Prevents and accelerates recovery from incidents by correlating changes.
- Enables the automation of change authorization to handle most requests without human intervention.
- Provides customized exception handling with easy workflows, integrated with Slack, Jira, and AWS Service Catalog.
- Helps automate and standardize deployments centrally using AWS Service Catalog.

Organization AWS Expertise

A. AWS Authorizations/Certifications

Strategic offers the AWS skills, experience, expertise, authorization, and certifications, to meet the State of West Virginia and its agencies at all stages of their cloud journey. Our Advanced Tier authorization and Government Competency are testimony of our significant investment in our experience, maturity, and competence. an AWS Advanced Consulting Partner and one of a select group of partners to obtain the AWS Government Competency, we are pleased to offer the full Amazon Web Services (AWS) portfolio and our cloud expertise. For 10 years, we have served Government cloud clients such as DISA, SOCOM, Air Force, CDC, FCC, US Patent and Trademark Office (USPTO), Peace Corps, the States of Mississippi, Maryland, Delaware, Connecticut, Oregon, and Michigan's Oakland County, providing IaaS, PaaS, SaaS, and design/architecture experience powered by AWS Cloud services.



- Immersion Day
- Select Tier Training
- Govt. Services Competency
- Public Sector Solution Provider

B. AWS Skills & Expertise

An important factor in the cloud services business is a company's ability to stay on top of emerging technologies. Strategic Communications is an active AWS partner that continually invests in its employees through training and certification and consistently participates in industry forums and conferences. We exert leadership by contributing to relevant industry standards via identification and plan implementation for emerging technology trends and solutions. Strategic holds all necessary business and technical certifications to maintain our Advanced Tier authorization from AWS, including **several Associate and Professional certifications across our team of engineers.**

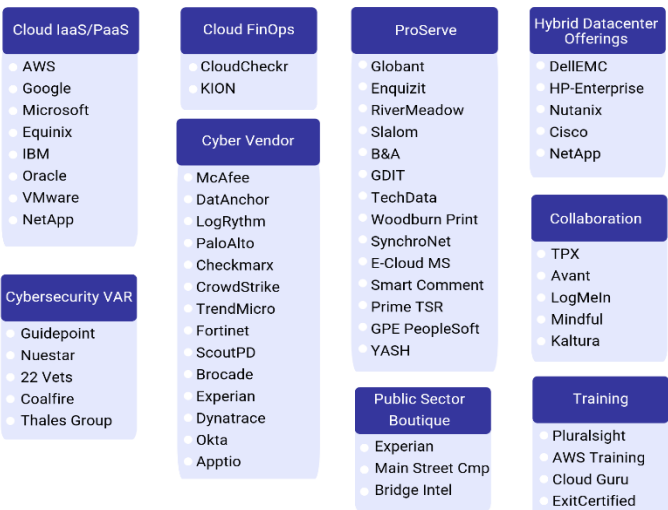
Strategic will provide the State of West Virginia with **near infinite scale, expertise, and bandwidth** to deliver its AWS vision, strategy, and services. We do this by expanding our services outside our four walls with **thousands of engineers**, to subcontract, with the State's approval, with NASPO and WV IT compliant partners, such as AWS-badged professional and managed services personnel, subcontractors from other valued added resellers and systems integrators, and channel distribution partners like Ingram

Micro, TechData, and Carahsoft. Strategic rigorously verifies compliance with NASPO, WV IT, related security and insurance requirements, and only authorizes partners who exceed requirements.

IT Services and Cloud

Cloud Breadth & Depth

Strategic offers a wide breadth of services and solutions including the following:



Organization Service Ability & Added Value

As the sole AWS reseller for the State, Strategic will be able to provide the aforementioned services, be a strategic partner on the State's cloud journey, provide continuity of care, discounted volume pricing earned only through the aggregation of all State-owned AWS workloads, well-architected best practices, and thought leadership earned because of our other state customers across the United States.

The State of West Virginia will not have been able to receive the services described if a different reseller was used because the disparate and multiple 'clouds' created with multiple resellers, would result in lack of visibility, control, access, and supportability by the State and the various resellers. The result would be an environment difficult, risk-prone, innovation limited, and expensive, to govern, maintain, and secure.

AWS Marketplace Products and Services

Strategic does offer full access to the AWS Marketplace and will provide the State of West Virginia with a minimum of 5.0% discount on AWS Marketplace items off the published NASPO catalog price. Strategic encourages partnership with the WV IT teams to the Strategic Cloud Solutions team in evaluating SaaS and PaaS offerings available on the AWS Marketplace, to ensure Strategic's earned volume discounting can be flowed to WV IT, in some cases more than the minimum 5.0% discount.

Sole AWS Reseller & References

Strategic is currently the sole AWS reseller for the following States:

- (i) State of Maryland: Brenda Bejan | brendas.bejan@maryland.gov | 443-346-4938
- (ii) State of Mississippi: Jay White | Jay.White@its.ms.gov | 601-432-8180
- (iii) State of Delaware: Eric Austin | Eric.Austin@delaware.gov | 302-739-9555
- (iv) State of Mississippi: Steve Patterson | steve.patterson@its.ms.gov | 601-432-8117

Additional information for the 3 customer references are provided in Exhibit No. 2 (Reference Check Form).

Underlying Agreements

No underlying agreements are being provided or required at this time.

Service Acknowledgements

1) The State of West Virginia Security Provisions as set forth in their entirety in Exhibit F of each Offeror's Participating Addendum with the State of West Virginia. The Statewide Information and Cyber Security Standards. The Statewide Information and Cyber Security Standards are currently being updated and revised. For Security Regulations, please use this link State of West Virginia: OSCIO – Security general guidance.

Strategic Communications will comply with the State of West Virginia Security Provisions set forth in their entirety in Exhibit F of our Participating Addendum with the State of West Virginia.

2) When performing Services for a Criminal Justice Agency or any other agency that stores or processes Criminal Justice Information, Offeror must comply with the requirements of the current US Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Policy (the "CJIS Policy"). For purposes of the foregoing, the terms "Criminal Justice Agency" and "Criminal Justice Information" have the meaning set forth in the CJIS Policy.

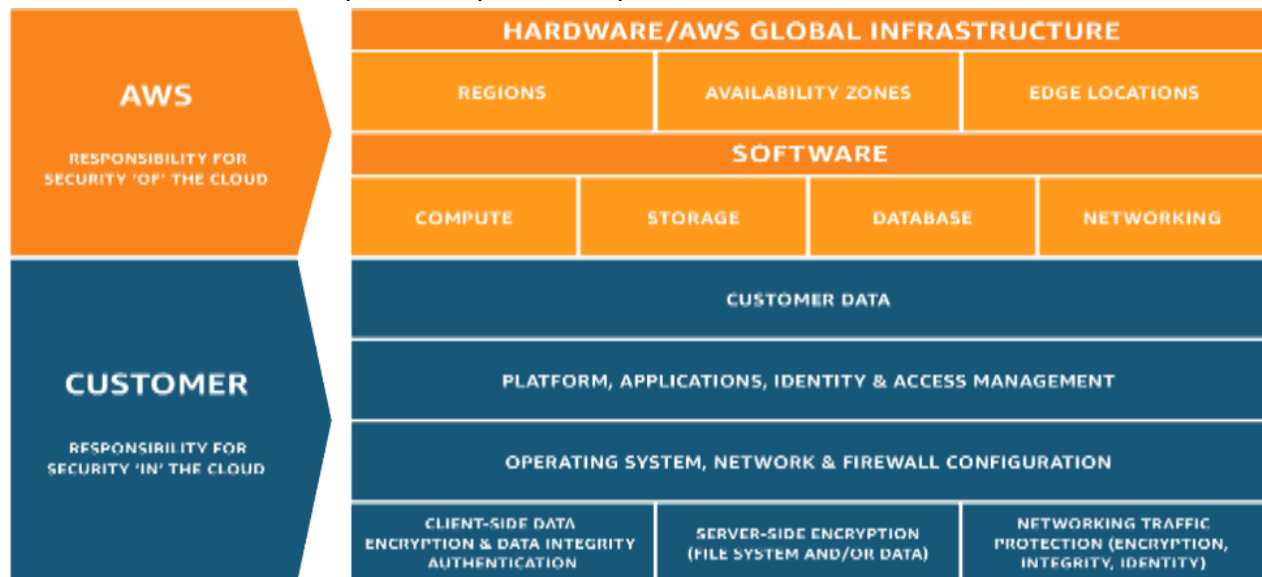
Strategic Communications will comply with the requirements of the current US Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services (CJIS) Policy (the "CJIS Policy"). For purposes of the foregoing, the terms "Criminal Justice Agency" and "Criminal Justice Information" have the meaning set forth in the CJIS Policy.

3) Any additional laws, policies or procedures related to the privacy and security of State of West Virginia information systems or data, including the WV IT Consumer Information Protection Act, Statewide Policy 107.004.140, and IRS Publication 1075.

Strategic Communications will comply with any additional laws, policies or procedures related to the privacy and security of State of West Virginia information systems or data, including the WV IT Consumer Information Protection Act, Statewide Policy 107.004.140, and IRS Publication 1075.

Strategic and AWS will NOT access any State's application or data. As per AWS shared responsibility model, State should be the responsible for all State's application and the data.

Shared Responsibility: As cloud computing customers are building systems on top of cloud infrastructure, the security and compliance responsibilities are shared between the Cloud Service



Provider (CSP) and cloud customers. In an Infrastructure as a Service (IaaS) model, customers control how they architect and secure their applications and data put on the infrastructure, while CSPs are responsible for providing services on a highly secure and controlled environment and providing a wide array of additional security features. The level of CSP and customer responsibilities in this shared responsibility model depends on the cloud deployment model (see the NIST Definition of Cloud Computing models). Customers should be clear as to their responsibilities in each model. AWS's shared responsibility/security model is depicted in the below above, and outlined in detail Below.

- (i) **AWS responsibility "Security of the Cloud"** - AWS is responsible for protecting the infrastructure that runs all of the services offered in the AWS Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.
- (ii) **Customer responsibility "Security in the Cloud"**- Customer responsibility will be determined by the AWS Cloud services that a customer selects. This determines the amount of configuration work the customer must perform as part of their security responsibilities. For example, services such as Amazon Elastic Compute Cloud (Amazon EC2), Amazon Virtual Private Cloud (Amazon VPC), and Amazon S3 are categorized as Infrastructure as a Service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

This customer/AWS shared responsibility model also extends to IT controls. Just as the responsibility to operate the IT environment is shared between AWS and its customers, so is the management, operation and verification of IT controls shared. AWS can help relieve customer burden of operating controls by managing those controls associated with the physical infrastructure deployed in the AWS environment that may previously have been managed by the customer. As every customer is deployed differently in AWS, customers can take advantage of shifting management of certain IT controls to AWS which results in a (new) distributed control environment. Customers can then use the AWS control and compliance documentation available to them to perform their control evaluation and verification procedures as required. Below are examples of controls that are managed by AWS, AWS Customers and/or both.

- (i) Inherited Controls – Controls which a customer fully inherits from AWS.
 - a. Physical and Environmental controls
- (ii) Shared Controls – Controls which apply to both the infrastructure layer and customer layers, but incompletely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure and the customer must provide their own control implementation within their use of AWS services. Examples include:
 - a. Patch Management: AWS is responsible for patching and fixing flaws within the infrastructure, but customers are responsible for patching their guest OS and applications.
 - b. Configuration Management: AWS maintains the configuration of its infrastructure devices, but a customer is responsible for configuring their own guest operating systems, databases, and applications.
 - c. Awareness & Training: AWS trains AWS employees, but a customer must train their own employees.
- (iii) Customer Specific – Controls which are solely the responsibility of the customer based on the application they are deploying within AWS services. Examples include:
 - a. Service and Communications Protection or Zone Security which may require a customer to route or zone data within specific security environments.
- (iv) AWS Security Compliance and Authorities
 - a. AWS has received a FedRAMP Agency Authority to Operate (ATO) at the Federal Information Security Management Act (FISMA) Moderate level, issued by Health and Human Services (HHS). AWS has received FISMA Moderate Authorization and Accreditation from the U.S. General Services Administration (GSA). FISMA requires federal agencies to develop, document, and implement an information security system for its data and infrastructure. Government entities can now utilize AWS infrastructure services while meeting security requirements for applications demanding the stringent security practices of the FISMA Moderate level. This accreditation covers Amazon Elastic Compute Cloud (Amazon EC2), Amazon Simple Storage Service (Amazon S3), Amazon Virtual Private Cloud (Amazon VPC) and the infrastructure upon which they run. With the addition of FISMA Moderate, the AWS security and compliance framework now covers FISMA Low and Moderate, PCI DSS Level 1, FIPS 140-2, ISO 27001, and SAS-70 type II. AWS also provides an environment that enables businesses to comply with Health Insurance Portability and Accountability Act (HIPAA) regulations.
 - b. IAM Auditability is handled via AWS CloudTrail, which is a web service that records

AWS API calls for your account and delivers log files to you. The recorded information includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the AWS service.

With CloudTrail, you can get a history of AWS API calls for your account, including API calls made via the AWS Management Console, AWS SDKs, command line tools, and higher-level AWS services (such as AWS CloudFormation). The AWS API call history produced by CloudTrail enables security analysis, resource change tracking, and compliance auditing.

Exhibit No. 1

Pricing

Offeror must provide pricing and applicable discounts and provide descriptions of services and products, discounts, etc. as requested below.

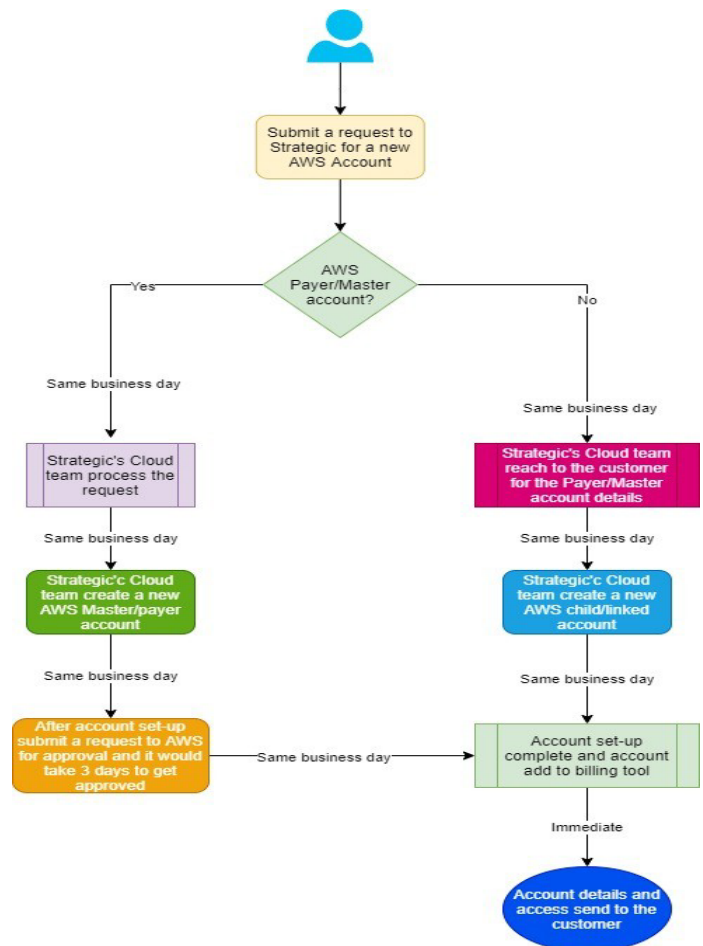
(i) Describe Services Offeror will offer as the single Reseller and any charges related to the Services.

1. Strategic Communications is an AWS Partner Network (APN) Advanced Consulting Partner and holding AWS Government Competency. This Competency from AWS testifies that Strategic has successfully passed the rigorous AWS requirements to act on their behalf in conducting business with Government organizations. Strategic will comply, the following detailed description meets or exceeds the requirement.
2. Strategic will provide State of West Virginia full set of AWS services like Elastic Cloud Compute (EC2), Elastic Load Balancing (ELB), Virtual Private Cloud (VPC), Simple Storage Service (S3), Relational Database Service (RDS), CloudFront, Route53, Glacier, etc to the State of West Virginia without any restrictions.

3. Strategic allows State of WV to provision their own AWS accounts as needed and provide full support like billing, payment methods and other billing items to configure as needed. Strategic will also provide both AWS Commercial and Gov Cloud accounts as needed without any restrictions. After accounts provision, Strategic will provide full access to those accounts where State can provision AWS services and as well as AWS IAM logins for the users without any limitations.

a. Strategic AWS Account Provisioning Process:

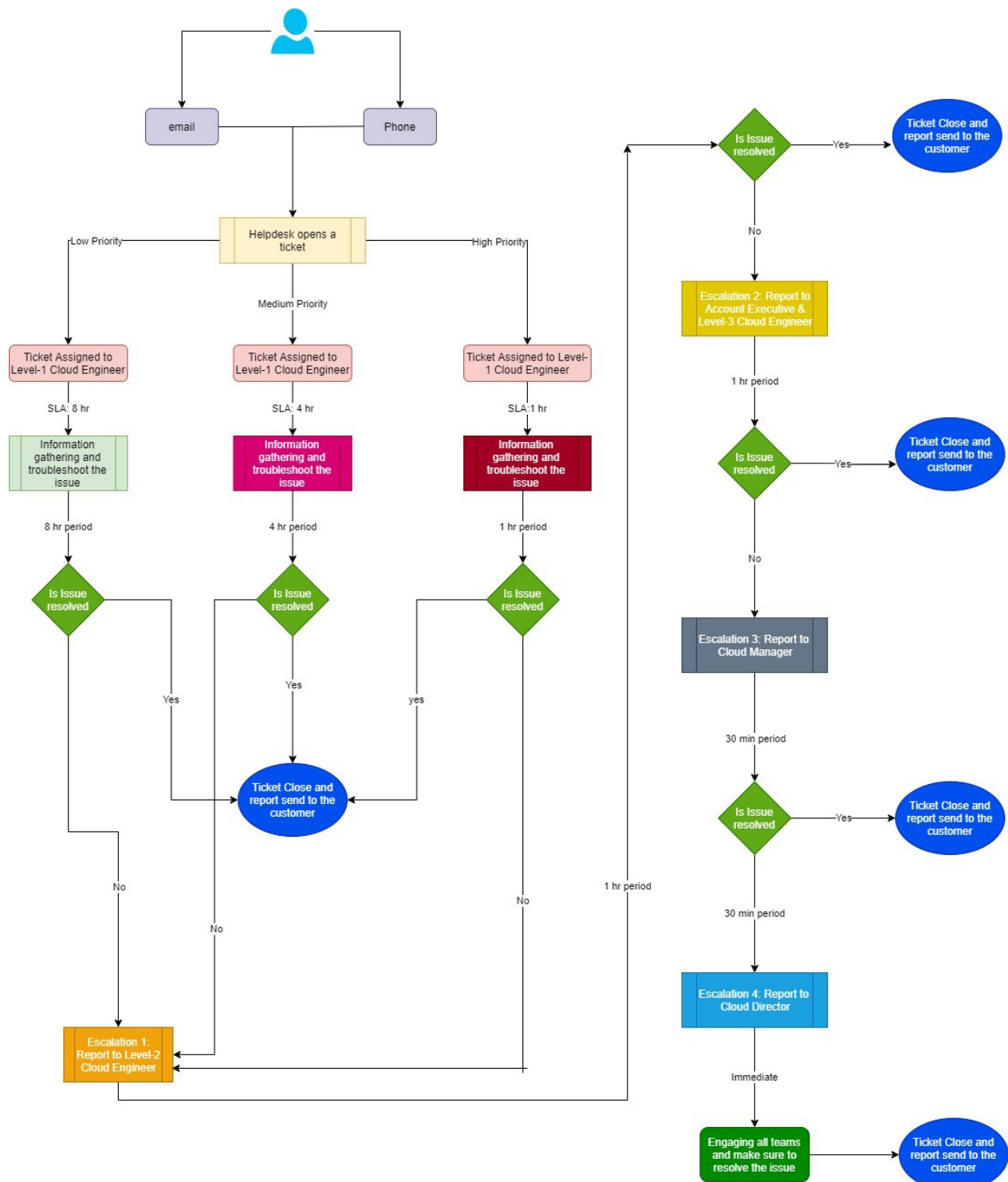
4. Strategic will provide Master and linked AWS accounts to the State of WV without any restrictions if needed. State can manage/create any policies centrally to manage all the linked accounts without any restrictions, if there is any plan of



leveraging Control Tower in future. Strategic will also support transfer of existing AWS Master account or individual Child/Linked accounts to Strategic without any downtime after the award.

5. Strategic will provide State of West Virginia with consolidated billing services. Strategic will provide one consolidated bill for all AWS services monthly, with the ease to enable charge-back or show-back based on tag or account. Strategic looks forward to providing a demo of our third party billing tool to confirm the State's expectations are both met and exceeded.
6. Strategic will provide State of West Virginia with CloudCheckr as a third-party billing tool to view all the State of West Virginia AWS usage and cost for free of cost. State of West Virginia can download usage and billing reports and can set-up/enable billing alerts. State can also create a customized billing portal and provide access to the State's agency or State's customers if needed where State can maintain separate price book for its agencies.
7. Strategic will provide full access to all State's AWS accounts without any restrictions to provision, configure and maintain any AWS service which are available. Per the AWS Shared Responsibility Model, the State is responsible for maintaining and configuring the data hosted "within" the AWS services that they choose to deploy. Amazon is responsible for configuring and maintaining the physical components of the deployment. See below: <https://aws.amazon.com/compliance/shared-responsibility-model/>

8. Strategic will provide full access to the State to provision AWS accounts and user logins. Strategic will also provide support to resolve if there is any issue in provisioning accounts and user logins.



9. Strategic will provide full support to transfer all State's AWS accounts from the previous vendor (if needed) to Strategic throughout the process and provide same level of support to transfer all State's AWS accounts to the next vendor after the end of contract or upon receiving a written request from the State.
10. Strategic will provide State of West Virginia with a third-party billing tool to view all the State of West Virginia AWS usage and cost. State of West Virginia can download usage and billing reports and can set-up/enable billing alerts. By using that tool, State can download directly all the reports to support tenant Agency billing and invoicing. Strategic Cloud Engineers also provide support to get the required documentation and reports as needed.
11. Strategic will provide access to the State's AWS Master/Payer account where State can directly visualize the usage of AWS Organizations or Strategic will provide the usage of State's AWS Organizations.
12. Strategic will provide access to the State to open support tickets directly with AWS. State can directly provision any service/software that are available in the AWS Marketplace directly. Strategic requires the State of West Virginia utilize AWS Enterprise Support with Technical Account Manager, including improved SLAs, in order to achieve the discounts proposed.
13. Strategic will provide initial one-time training for the third-party billing portal to verify the AWS usage and billing and to download the reports for charge-backs and continuously provide support if there is any help/question/issue for the State designated people.
14. Strategic will provide additional services like Professional services, Managed Services, Monitoring Services, Well Architecture services, Design/Architect services, etc. with additional cost to create, manage & maintain the Cloud for the State of West Virginia.
15. The State of West Virginia can rest assured that Strategic Communications is the best partner for its future AWS requirements. Strategic is confident that we will meet and exceed the State's expectations from the evaluation criteria of the requirement. Strategic has a proven track record with other states where we have enabled and assisted IT centralization efforts across multiple federal and state, and both their respective agencies; including but not limited to the states of Maryland, Mississippi, Delaware, Connecticut, Nebraska, and many additional counties throughout other states. Strategic delivers value to organizations and IT departments through consultation, design, delivery, and support. The State will benefit from Strategic's ability to quickly adapt to customer needs through our agile team, to minimize bureaucracy, prompt turnaround times for support, project work, approvals, and customer inquiries for assistance. The State can have confidence in the transition of all existing AWS services, network connections, and support without any service disruption.

(ii) Describe AWS pricing discounts that will be made available to State of West Virginia state agencies.

1. Strategic will provide tiered pricing discounts for AWS native services, which scale up as consumption increases. The more the state consolidates its AWS spend with Strategic, the greater savings all agencies benefit from. Strategic currently has other state customers in all tiers of consumption.

AWS Tiered Cross Service Discount on AWS IaaS Services:

NOTE: All Professional Services to be completed by AWS approved Partner

Monthly Gross* AWS IaaS Consumption			Strategic's Discount
\$0	to	\$50,000	5.00%
\$50,001	to	\$100,000	7.00%
\$100,001	to	\$150,000	8.00%
\$150,001	to	\$250,000	9.00%
\$250,001	to	\$500,000	10.00%
\$500,001	to	\$750,000	11.00%
\$750,001	to	\$1,000,000	12.00%
\$1,000,001	to	\$1,500,000	13.00%
\$1,500,001	to	\$2,000,000	14.00%
\$2,000,001	to	unlimited	15.00%

3. Discounts contingent on sole AWS reseller award through NASPO contract end date of 9/15/2026. Next tier discount only available once trailing 90-day gross average consumption within next discount tier. Actual discounts may be higher or lower depending on AWS discounting available and workload types.

*Gross pricing is tied to AWS public pricing at <https://aws.amazon.com/pricing/>

(iii) Provide a list and description of all other charges applicable to any order (i.e. VCAF fees other processing fees).

1. Strategic complies with the NASPO Master Agreement and Participating Addendum with the State of West Virginia and flows down only fees, without any modifications or markups. Proposed pricing does not include these additional fees.

- a) 0.25% NASPO ValuePoint Utah Admin Fee
- b) 1.50% State of West Virginia Participating Addendum VCAF Fee

(iv) If additional discounts are provided by AWS for specific projects or workloads, please state if these discounts are passed onto WV IT or the state agencies in full.

1. Strategic complies with AWS reseller terms and will always flow down customer earned credits and volume discounts from AWS to WV IT.

(v) Describe how credits and discounts from AWS are handled.

- 1. Strategic complies with AWS reseller terms and will always flow down customer earned credits and volume discounts from AWS to WV IT.
- 2. Strategic will utilize CloudCheckr as the single source of billing data to calculate agreed upon consumption discounts to WV IT.
- 3. In cases where a credit completely zeros out a cost, the usage data will not be hidden or removed, as the usage data will still be present in its related unit of measure, but with cost negated.

Exhibit No. 2 Reference Check List Form

Reference Entity: State of Maryland
Reference Contact Name: Brenda Bejan
Contact Telephone Number: 443-346-4938
Date of Services: 01-Jul-2022 to present
Estimated TCV: \$168.0M

Reference Entity: State of Mississippi
Reference Contact Name: Steve Patterson
Contact Telephone Number: 601-432-8117
Date of Services: 18-Jul-2019 to present
Estimated TCV: \$25.0M

Reference Entity: State of Delaware Eric
Reference Contact Name: Austin
Contact Telephone Number: 302-739-9555
Date of Services: 01-Sep-2019
Estimated TCV: to present \$20.0M



CloudCheckr CMx Federal

Securely manage your cloud environment with CloudCheckr for the federal government

CloudCheckr from Spot by NetApp is a robust cloud management platform that supports Amazon Web Services (AWS), Microsoft Azure and Google Cloud environments at scale. CloudCheckr delivers a unique level of visibility to help better manage and reduce cloud costs, optimize resources, improve governance, and strengthen security and compliance across complex cloud estates – all while streamlining operations and cloud billing processes.

A configuration of the CloudCheckr platform, CMx Federal is built to NIST 800-53 standards. It includes these enhanced capabilities to support federal government agencies:

- FedRAMP In Process (moderate impact level)
- SOC 2 certified
- Utilizes FIPS 140-2 validated encryption
- Multi-factor authentication required for all users
- Security Assessment Report (SAR) available (updated annually)
- Runs in two high-availability zones (Hot-Hot), with a backup stored in a separate and distinct region
 - Recovery time objective: 15 minutes
 - Recovery point objective: 5 minutes



CloudCheckr CMx

is listed on the [FedRAMP marketplace](#) as a FedRAMP In-Process product, which helps ease the Authorization to Operation (ATO) and other agency certification processes for public sector organizations.



FedRAMP



Empower federal agencies to optimize their cloud



Federal agencies are migrating to the cloud to deliver digital services that better serve the nation's citizens. However, explosive growth and increasing complexity in recent years has made these cloud environments unmanageable. And with soaring costs, cloud is now a material expense and a leading source of unexpected, unbudgeted charges for these agencies.

Unfortunately, basic cloud management strategies and tools can no longer support these complex cloud infrastructures or deliver on the promise of the cloud – low costs, flexibility, and operational efficiencies. Nor can they help ensure security and compliance with government regulations and IT best practices. Further compounding the problem, many public sector agencies don't have the internal staff with the right skillsets to manage these new cloud environments.

With the continued adoption and rollout of the federal government's Cloud Smart initiative, cloud usage is only expected to grow rapidly. This creates a huge opportunity for managed service providers (MSPs) and cloud service providers (CSPs) to help federal agencies get control of their cloud through differentiated services that help predict, attribute, and optimize costs and resources as well as support security and compliance requirements – all while helping to drive innovation that realizes the promise of cloud.

50%

**Faster Business
Growth**

300%

**Increase in Cloud
Resale Margins**

77%

**Reduction in Invoice
Processing Time**

CloudCheckr CMx Federal

CloudCheckr CMx Federal from Spot by NetApp is a robust cloud management platform that's purpose-built for MSPs. The only FedRAMP In-Process solution, CloudCheckr supports Amazon Web Services (AWS), Microsoft Azure, and Google Cloud environments at scale, with the necessary level of security that regulatory and citizen stakeholders' demand.

With key capabilities that address the challenges and needs of federal agencies organizations, CloudCheckr delivers a unique level of visibility and intelligence to help better manage cloud costs, optimize resources, improve governance, and strengthen security and compliance with government-mandated regulations across complex cloud estates.

With CloudCheckr, you can grow your business faster by delivering differentiated cloud service offerings that increase customer retention and help drive innovation and rapid expansion in the cloud – all while maximizing profit margins through improved and streamlined billing and operations.

Deliver differentiated services that build confidence in the cloud

Cloud visibility

Gain deep visibility into current and historical cloud spend and cloud resources. Know what cloud services and resources are in use, where they are being used and how they are driving costs and consumption for each account and across your customer base.

Cost optimization

Continually optimize cloud spend – by 30% or more – by removing idle, unused, or incorrectly provisioned resources, right-sizing and rebalancing instances, and automatically optimize Reserved Instances (RIs), Savings Plans, and spot instances, without risk.

Waste prevention

Understand resource usage trends and identify opportunities to eliminate and prevent waste across your customers' cloud estates.

Cost forecasting

Leverage CloudCheckr's historical cost usage data together with intelligent insights and purchasing and saving recommendations to project future cloud costs and spend needed to support current and future digital initiatives.

Budget certainty

Use CloudCheckr's reports, best practice checks, recommendations, and alerts to ensure cloud expenditures stay on track and do not exceed budgets.

Budget utilization

Utilize CloudCheckr's insights to determine the right commitment portfolio needed to support future needs and growth in the next fiscal year, and pre-pay for these resources using leftover funds (use it or lose it). Free up next year's budget for other initiatives, while maximizing utilization of the current budget.

Security risk management

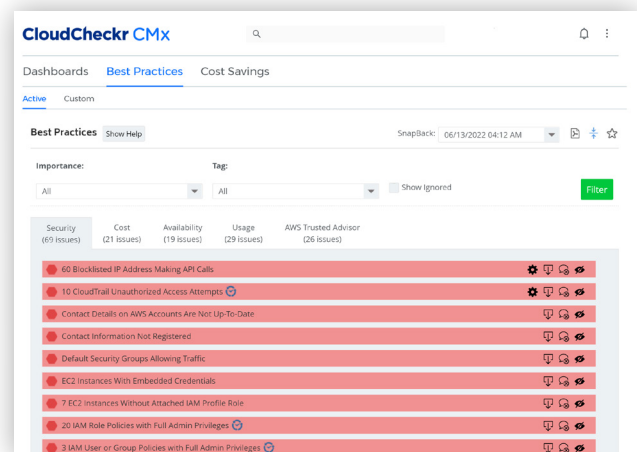
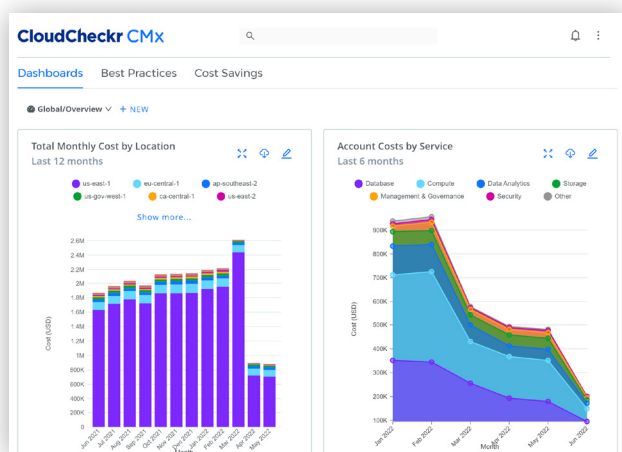
Automatically identify infrastructure misconfigurations and vulnerabilities through hundreds of security best practice checks that include remediation recommendations, some with automated self-healing.

Regulatory compliance

Continuously monitor cloud configuration compliance for over 35 government and industry regulations and frameworks, such as NIST, SOC 2, HIPAA, PCI DSS, CIS, and many more. Access up to seven years of historical data to stay audit-ready at all times.

Well-Architected reviews

Get up-to-date information to deliver AWS Well-Architected Reviews via an easy-to-view report, with crucial visibility and insights to understand and fix issues and ensure ongoing compliance.



Optimize your business and accelerate growth and profitability

Profit margin enhancement

Achieve profit margins of 25-35% through smarter, flexible, volume-based cloud purchasing, arbitrage, custom charges, and re-rating pricing models.

Customer billing

Streamline, standardize, and automatically manage the entire billing process. Utilize CloudCheckr's white-labeling options to retain your own branding and make the entire billing experience seamless and transparent to your end customers.

Chargeback/showback

Accurately allocate cloud consumption and service costs to the appropriate agency cost center such as department, project, team, or any entity defined by you or your customer.

ATO support

CloudCheckr CMx Federal is a FedRAMP In-Process product, which helps ease the Authorization to Operate (ATO) and other agency certification processes for public sector organizations.

Cloud partner validation

Gain an out-of-the-box solution, supported by a team of experts, that gives you many of the critical capabilities and reporting needed to meet the cloud vendors' MSP Partner program validation requirements.

Built-In Security

CloudCheckr CMx Federal is built to NIST 800-53 standards and is SOC 2 certified. It includes enhanced security features capabilities to support the federal government.



Amazon Web Services, Inc. ■ 410 Terry Avenue North, Seattle, WA 98109-5210, U.S.A.

February 7, 2025

Strategic Communications
310 Evergreen Road
Louisville, KY 40243
US

Re: Letter of Support for CRFQ-0231-OOT2500000015-1 WV AWS Cloud Services

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support Strategic Communications in its efforts to assist State of West Virginia for CRFQ-0231-OOT2500000015-1 WV AWS Cloud Services using the AWS Cloud. This letter confirms that Strategic Communications is an AWS Partner Network (APN) AWS Advanced Partner in good standing.

Strategic Communications participates in the following AWS Partner Programs: AWS Public Sector Solution Provider (Authorized Reseller of AWS).

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support Strategic Communications, and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Doug Knowles, Sr. Partner Account Manager, at knowled@amazon.com or +1 (703) 963-2129.

Sincerely,

Amazon Web Services, Inc.

A handwritten signature in black ink, appearing to read "Shannon Lowther".

Shannon Lowther
Senior Manager, Worldwide Public Sector Contract Management



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Strategic Communications, LLC

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Stella Kathy Mills

NAICS: 541519, 334111, 334112, 334118, 334210, 334220, 334290, 334310, 334417
UNSPSC: 41106312, 43000000, 43200000, 43210000, 43211500, 43211501, 43211502, 43211503, 43211506, 43211507, 43211508, 56112001, 56112005, 80101507, 80111716, 80111800, 80111801, 81141902, 81160000, 86141702

Certification Number: WOSB180419

Renewal Date: December 31, 2025

WOSB Regulation Expiration Date: 12/31/2026



Lynnise Smith, Women's Business Enterprise
Council Ohio River Valley Executive Director

Pamela Prince-Easton, WBENC President & CEO

LaKesha White, Sr. Vice President, Certification

THIS CERTIFIES THAT

Strategic Communications, LLC



* Nationally certified by the: **TRISTATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541519; 334111; 335999; 423690; 517911; 519190; 811211; 811212; 811213

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/22/2024

Issued Date

TN01228

Certificate Number

02/09/2025

Expiration Date


Ying McGuire
NMSDC CEO and President


Cheri K. Henderson, President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Strategic Communications, LLC

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: December 31, 2015

Expiration Date: December 31, 2025

WBENC National Certification Number: 2005128076

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Authorized by Lynnis Smith, Executive Director
Women's Business Enterprise Council Ohio River
Valley

WBECORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY
JOIN FORCES. SUCCEED TOGETHER.

NAICS: 541519, 334111, 334112, 334118, 334210, 334220, 334290, 334310, 334417

UNSPSC: 41106312, 43000000, 43200000, 43210000, 43211500, 43211501, 43211502, 43211503, 43211506, 43211507, 43211508, 43211600, 56112001, 56112005, 80101507, 80111716, 80111800, 80111801, 81141902, 81160000, 86141702





STRACOM-01

WHIKA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2025

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

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

PRODUCER RISE Partners 908 Lily Creek Rd Ste 101 Louisville, KY 40243	CONTACT NAME: Kaylee White	
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: kaylee.white@riseptrs.com	
INSURED Strategic Communications LLC 310 N. Evergreen Road Louisville, KY 40243	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HDI Global Specialty	41343
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			FRL-H-P-CT-00003052-01	5/5/2024	5/5/2025	Aggregate 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



STRACOM-01

CMORRISON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2025

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

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

PRODUCER AssuredPartners NL 435 North Whittington Parkway, Suite 300 Louisville, KY 40222	CONTACT NAME: Cindy Morrison	
	PHONE (A/C, No, Ext): (502) 259-9369 1369 FAX (A/C, No):	
	E-MAIL ADDRESS: cindy.morrison@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Great Northern Insurance Co	20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : Chubb National Insurance	10052
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Strategic Communications
310 N. Evergreen Road
Louisville, KY 40243

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			30040819	5/5/2024	5/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73633832	5/5/2024	5/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			78199209	5/5/2024	5/5/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	70441373	5/5/2024	5/5/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			30040819	5/5/2024	5/5/2025	Dedt \$1000 300,000

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

CERTIFICATE HOLDER

CANCELLATION

State of West Virginia, Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130

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

AUTHORIZED REPRESENTATIVE