



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 # 6

List View

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

Procurement Folder: 1553835

Procurement Type: Central Master Agreement

Vendor ID: VS0000047175

Legal Name: Provance Technologies Inc.

Alias/DBA: Provance Technologies Inc.

Total Bid: \$60,957.54

Response Date: 01/09/2025

Response Time: 9:43

Responded By User ID: drenton

First Name: Derek

Last Name: Renton

Email: drenton@provance.com

Phone: 6132196898

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT2500000002

Published Date: 12/17/24

Close Date: 1/9/25

Close Time: 13:30

Status: Closed

Solicitation Description: IT Service Management (ITSM) Platform Solution

Total of Header Attachments: 6

Total of All Attachments: 6



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

<b>Proc Folder:</b> 1553835			<b>Reason for Modification:</b> Addendum 3 published to extend bid opening date and provide answers to vendor questions
<b>Doc Description:</b> IT Service Management (ITSM) Platform Solution			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-12-17	2025-01-09 13:30	CRFQ 0705 LOT2500000002	4

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:**

**Vendor Name :** Provance Technologies Inc.

**Address :** Suite 100

**Street :** 885 Carriere Blvd.

**City :** Gatineau

**State :** Quebec **Country :** Canada **Zip :** J8Y 6S6

**Principal Contact :** Derek Renton

**Vendor Contact Phone:** 819-568-8787 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

Vendor  
Signature X

FEIN# 98-0344442

DATE January 8, 2025

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

ADDITIONAL INFORMATION					
The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open-end contract for IT Service Management (ITSM) Platform Solution per the attached specifications, terms and conditions.					

INVOICE TO			SHIP TO		
LOTTERY PO BOX 2067  CHARLESTON WV US			LOTTERY 900 PENNSYLVANIA AVE  CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IT Service Management (ITSM) Platform Solution	12.00000	MO	\$2,189.17	\$26,270.00

Comm Code	Manufacturer	Specification	Model #
81162000	Provance Technologies Inc.	ServiceTeam ITSM and ITAM	Enterprise

**Extended Description:**  
 See Specifications and Exhibit A - Pricing Page for Details

INVOICE TO			SHIP TO		
LOTTERY PO BOX 2067  CHARLESTON WV US			LOTTERY 900 PENNSYLVANIA AVE  CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Implementation & Professional Services Support and Maintenanc	150.00000	HOUR	\$231.25	\$34,687.50

Comm Code	Manufacturer	Specification	Model #
81112200	Provance Technologies Inc.	Professional Services	n/a

**Extended Description:**  
 See Specifications and Exhibit A - Pricing Page for Details

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by December 2nd, 2024 at 10am ET	2024-12-02

## SOLICITATION NUMBER: Addendum Number:

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

### **Applicable Addendum Category:**

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

### **Description of Modification to Solicitation:**

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

### **Terms and Conditions:**

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

# ATTACHMENT A

**Lottery Q & A1**  
**CRFQ 0705 LOT2500000002**  
**IT Service Management (ITSM) Platform Solution**

1. How many ITS personnel (agents) will be managing, updating, resolving ITSM tickets?

**A1) Per section 5.2 Pricing page: The vendor should complete the Pricing Page by entering the cost per agent for a total of thirty (30) agents per month, multiplied by 12 months.**

2. What are the implementation timelines of the project (tentative start and end date)?

**A2) This is an annual contract, and work is paid for on an hourly basis.**

3. What is the estimated budget for this RFP?

**A3) The State of WV does not provide budget information.**

4. Will the agency accept the remote implementation as our proposed solution in cloud-based?

**A4) Yes, per section 1. Purpose and Scope: The preferred solution extends and builds on existing and planned investments in Microsoft Power Platform and its ecosystem of products.**

5. What is the proposal format for this CRFQ or the we can use our own format for preparing our proposal?

**A5) See Section 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.***

6. Could you kindly share an approximate estimate of the number of users your department envisions for this initiative?

**A6) Up to 30 agents and 200 end users.**

7. It is mentioned in *Section 1 – Purpose and Scope* that the ITSM system shall include an IT Asset Management module, however there is no line item for that module in *Exhibit A – Pricing Page*. Should we add a row in the pricing table for that module?

**A7) No, any product or service not on the Agency provided Pricing Page will not be allowable, the state cannot accept alternate pricing pages.**

**Lottery Q & A1**  
**CRFQ 0705 LOT2500000002**  
**IT Service Management (ITSM) Platform Solution**

**However please see the attached revised Exhibit A – Pricing Page with the added IT Asset Management module.**

8. What are the current challenges or limitations with the on-premise ITSM system that the new system should address?

**A8) The current system does not have an employee-facing service portal.**

9. Can you provide examples of specific ticketing purposes or workflows you envision adapting for other business areas beyond ITSM?

**A9) No.**

10. What is the on-premises system? Is it a third-party application or is it a "homegrown"?

**A10) Third party, Spiceworks.**

11. Are there any specific configurations or customizations expected for the out-of-the-box connectors to Microsoft Power Platform, Entra ID, Azure Intune, or Azure DevOps?

**A11) No.**

12. What are the existing or planned investments in Microsoft Power Platform, and how should the new system align with these investments?

**A12) The solution must be native to the Power App platform and support new features made available over time from Microsoft.**

13. Are there any additional accessibility standards beyond WCAG 2.1, Section 508, and EN 301 549 that the system should consider?

**A13) No**

14. Are there other certifications or compliance requirements (e.g., GDPR, HIPAA) necessary for the system?

**A14) No**

15. Can you clarify the scale and complexity of IT asset management needs (e.g., number of assets, types of assets, how are they discovered/tracked today)?

**A15) There is no existing asset management system today.**

16. Are there specific ITIL processes prioritized by WVL? How rigid is the need for ITIL alignment?

**A16) No.**



**Lottery Q & A1**  
**CRFQ 0705 LOT2500000002**  
**IT Service Management (ITSM) Platform Solution**

**17.** Will ITIL training be required?

**A17) No**

**18.** Are there preferred formats or methods for the live online training and documentation for system administrators and end-users?

**A18) No**

**19.** Is there potential for expansion beyond the initial 30 users? Should scalability be factored into the solution?

**A19) Yes.**

**20.** What is the expected timeline for deployment, and are there milestones or deadlines to meet?

**A20) This is an annual contract, and work is paid for on an hourly basis.**

**21.** What are the specific performance or uptime expectations for the platform, and are there penalties for SLA breaches?

**A21) The RFQ does not specify uptime expectations or SLA penalties.**

**22.** Are there anticipated requirements for system updates, patches, or future expansions that the vendor should account for?

**A22) The RFQ does not specify requirements for system updates, patches or future expansions.**

**23.** Does the pricing need to accommodate a per-user, per-module, or flat-rate model?

**A23) Vendors should complete the pricing sheet with the total annual cost for the ITSM and ITAM capabilities. The specifications require licensing for a minimum of 30 users.**

**24.** Will WVLC require ownership of any customizations or configurations developed as part of the implementation?

**A24) No**

**25.** What are the specific data security requirements, including encryption standards, data residency, and backup/recovery protocols?

**A25) These capabilities must be provided by and native to the Microsoft Power app platform. Data must reside in the continental US.**

**26.** Are there other tools or platforms that will need to integrate with the new ITSM system beyond those mentioned?

**A26) No**

**27.** Can you provide examples of how other business areas may leverage the ITSM platform for non-IT ticketing purposes?

**A27) No.**

**28.** Are there long-term plans or scenarios that the platform should be able to support, such as additional modules or other compliance needs?

**Lottery Q & A1**  
**CRFQ 0705 LOT2500000002**  
**IT Service Management (ITSM) Platform Solution**

**A28) None at this time.**

**29.** How will WVL prioritize and evaluate bids (e.g., cost, functionality, vendor experience)?

**A29) Lowest cost that meets the specification.**

**30.** Beyond the minimum experience requirements, are there other qualifications or case studies expected from vendors?

**A30) No, all qualifications and experience requirements are documented in the procurement.**

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

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

\_\_\_\_\_  
Provance Technologies Inc.  
Company  
  
\_\_\_\_\_  
Authorized Signature

January 8, 2025  
Date

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



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

<b>Proc Folder:</b> 1553835			<b>Reason for Modification:</b>
<b>Doc Description:</b> IT Service Management (ITSM) Platform Solution			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-11-14	2024-12-12 13:30	CRFQ 0705 LOT2500000002	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 :** Provance Technologies Inc.

**Address :** Suite 100

**Street :** 885 Carriere Blvd.

**City :** Gatineau

**State :** Quebec

**Country :** Canada

**Zip :** J8Y 6S6

**Principal Contact :** Derek Renton

**Vendor Contact Phone:** 819-568-8787

**Extension:** n/a

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

Vendor  
Signature X

FEIN# 98-0344442

DATE January 8, 2025

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

**ADDITIONAL INFORMATION**

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**Extended Description:**

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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81112200	Provance Technologies Inc.	Professional Services	n/a

**Extended Description:**

See Specifications and Exhibit A - Pricing Page for Details

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by December 2nd, 2024 at 10am ET	2024-12-02

## 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:

Submit Questions to:

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email:

**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:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

**15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:**

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 wvOASIS 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 \_\_\_\_\_. 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 \_\_\_\_\_ 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.

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: \_\_\_\_\_ per occurrence.

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

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

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

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

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

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

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

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**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](http://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](mailto: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) Derek Renton

(Address) Suite 100, 885 Carriere Blvd., Gatineau Quebec J8Y6S6 Canada

(Phone Number) / (Fax Number) 819-568-8787

(email address) drenton@provance.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.

Provance Technologies Inc.

(Company) 

(Signature of Authorized Representative)

Greg Singleton, VP Sales & Marketing

(Printed Name and Title of Authorized Representative) (Date)

819-568-8787

(Phone Number) (Fax Number)

gsingleton@provance.com

(Email Address)

**REQUEST FOR QUOTATION**  
**IT Service Management (ITSM) Platform Solution**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Lottery (WVL) for an open-end contract to provide a commercial off-the-shelf (COTS) configurable IT Service Management (ITSM) platform solution with Professional Services Support and Maintenance that can be adapted from a standard Information Technology Service Management platform and reused by other business areas for ticketing purposes. The system shall be delivered as Software as a Service (SaaS) with out-of-the-box connectors to Entra ID, Azure Intune, and Azure DevOps and include an IT Asset Management module for managing the lifecycle of hardware and software assets. The preferred solution extends and builds on existing and planned investments in Microsoft Power Platform and its ecosystem of products. The WVL operates an existing on premise ITSM system. **No workflows, knowledge base, or data migration will be performed.**
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Services”** means cloud-hosted ITSM and ITAM services on the Microsoft Power Platform as more fully described in these specifications.
  - 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 “Holidays”** means days designated by WV State Code CSR 2-2-1 as legal holidays.
  - 2.5 “IT Service Management (ITSM)”** means a platform solution that can be adapted from a standard Information Technology Service Management platform.
  - 2.6 “IT Asset Management (ITAM)”** means the process of ensuring an organization's assets are accounted for, deployed, maintained, upgraded, and disposed of when the time comes.
  - 2.7 “COTS”** means Commercial off the shelf products.
  - 2.8 “SaaS”** means software as a service.
  - 2.9 “Entra ID”** means a cloud-based identity and access management service that your employees can use to access external resources.

## **REQUEST FOR QUOTATION**

### **IT Service Management (ITSM) Platform Solution**

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**2.10 “Azure Intune”** means a cloud-based unified endpoint management platform that empowers IT to manage, assess, and protect apps and devices.

**2.11 “Azure DevOps”** means to automate, orchestrate, and manage application and service delivery, optimizes source control, build, test, and release processes to enable continuous delivery.

**3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**3.1.** Vendor must have a minimum of ten (10) years of experience developing solutions in the IT Asset Management and/or IT Service Management space.

**3.2.** Vendor must have a minimum of three (3) years of experience developing IT Service Management solutions on the Microsoft Power Platform.

**3.3.** Vendor must have a minimum of three (3) years of experience developing IT Asset Management solutions on the Microsoft Power Platform.

#### **4. MANDATORY REQUIREMENTS:**

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1 Contract Services Deliverable # 1: Commercial off-the-shelf (COTS) configurable IT Service Management (ITSM) platform.**

**4.1.1.1** The solution must have the ability to be extended and configured to meet immediate and future needs for up to thirty (30) WVL system administrators and end-users.

**4.1.1.2** Shall have ITIL-aligned ITSM and ITAM processes for Service Catalog Management, Incident Management, Problem Management, Change Management, Request Fulfillment, and Event Management.

**4.1.1.3** Shall have an out-of-the-box integration to Microsoft Power Pages for a self-service portal.

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- 4.1.1.4** Shall have an out-of-the-box integration to Azure Intune to discover and create configuration items for ITSM and ITAM.
- 4.1.1.5** Shall have an out-of-the-box integration to Azure Monitor to enable Event Management.
- 4.1.1.6** Shall have an out-of-the-box integration to Azure DevOps to create, track, and provide updates of work items related to ITSM.
- 4.1.1.7** Shall have an out-of-the-box integration to Microsoft Entra ID for creating and maintaining internal contacts in ITSM.
- 4.1.1.8** Workflows shall and can be created without code and visualized within Power Automate.
- 4.1.1.9** Shall leverage Power BI for business intelligence level reporting.
- 4.1.1.10** The platform and self-service portal must conform to accessibility standards WCAG 2.1, US Section 508, and EN 301 549.
- 4.1.1.11** The platform shall be ISO 27001-certified; certificates must be provided in the bid submission.
- 4.1.1.12** The platform shall be ISO 27018-certified; certificates must be provided in the bid submission.
- 4.1.1.13** Vendors must provide comprehensive documentation for up to thirty (30) WVL system administrators and end-users.
- 4.1.1.14** Vendors must describe the proposed solution in the response and detail how it meets or exceeds the mandatory requirements.
- 4.1.1.15** The Vendor must provide live online training for up to thirty (30) WVL staff.

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**4.1.2 Contract Services Deliverable # 2: Implementation & Professional Services Support and Maintenance**

**4.1.2.1** Implementation & Professional Services Support and Maintenance must be available Monday through Friday, 8:00 a.m. EDT to 5:00 p.m. EDT, excluding State and Federal Holidays.

**4.1.2.2** Vendors must detail the service level agreements (SLAs) and emergency support procedures, with their bid response.

**4.1.2.3** The Vendor must provide documentation with their bid response outlining ongoing maintenance and support requirements for the system.

**5. CONTRACT AWARD:**

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

**5.2 Pricing Page:** Vendor should complete the Pricing Page Exhibit A by entering the cost for thirty (30) agents per month as a flat fee, multiplied by 12 months for the estimated cost of annual service. Then, enter the cost per hour for Implementation & Professional Services Support and Maintenance then multiply by the estimated quantity of hours to calculate the extended cost of implementing the designed solution and ongoing annual support and maintenance, the volume of hours on the pricing page is an estimated volume for bidding and evaluation purposes only. Add the extended cost line items to get the total bid amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Contract Services and estimated volume of hours are the estimated volume that represents an approximate volume of anticipated hours only. No future use of the Contract or any individual item is guaranteed or implied.

The Pricing Page Exhibit A is attached as a separate document. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as a separate electronic document. In most cases, the

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Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [brandon.l.barr@wv.gov](mailto:brandon.l.barr@wv.gov)

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay a flat fee for monthly IT Service Management (ITSM) platform and hourly rate for Professional Services Support and Maintenance, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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**10. VENDOR DEFAULT:**

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

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

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

**10.1.4.** Failure to remedy deficient performance upon request.

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

**10.2.1.** Immediate cancellation of the Contract.

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

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

**11. MISCELLANEOUS:**

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Derek Renton  
**Telephone Number:** 819-568-8787  
**Fax Number:** n/a  
**Email Address:** drenton@provance.com

### EXHIBIT A – Pricing Page

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.1.1	Contract Item #1: Commercial off-the-shelf (COTS) configurable IT Service Management (ITSM) platform	Month	12	<u>\$2,189.17</u>	\$ <u>26,270.04</u> -
4.1.2	Contract Item #2: Implementation & Professional Services Support and Maintenance	Hour	150	\$231.25	\$ <u>34,687.50</u> -
Overall Total Cost				\$ <u>60,957.54</u>	-

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit-A Price Page or a No-Bid could lead to disqualification of vendors bid.

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

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

#### BIDDER /VENDOR INFORMATION:

Vendor Name:	<u>Provance Technologies Inc.</u>
Address:	<u>885 Carriere Boulevard, Suite 100</u>
City, St. Zip:	<u>Gatineau, Quebec J8Y 6S6 Canada</u>
Phone No.:	<u>819-568-8787</u>
Email Address:	<u>drenton@provance.com</u>



Vendor Signature:

January 8, 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: \_\_\_\_\_

Name of Vendor: Provance Technologies Inc.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: VP Sales & Marketing

Date: \_\_\_\_\_

Date: January 8, 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: \_\_\_\_\_

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: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## **Doing Business - Vendor Registration and Bid-Submittal Compliance:**

Solicitations out for bid can be viewed by going to [www.wvoasis.gov](http://www.wvoasis.gov), click on Vendor Self Service (VSS).

If you are using Vendor Self Service for the first time, please click on the 'SIGN UP' button to create your user account. Once account is created and the site has loaded SEARCH providing the solicitation number (*Example: CRFQ: LOT2500000001*).

Find the solicitation and click on Details, there you will need to click on attachments to find the specifications, terms and conditions, etc.

In order to submit an electronic bid, Vendors must create your user account, when prompted to pay Vendor Registration Fee, you may select “pay later” to allow the submission of electronic bids.

However, the vendor of the winning bid must pay a \$125 vendor registration fee either by completing the application in VSS user account and paying via credit card, or by calling 304-558-2311 with credit card information, or mailing a check to:

***Vendor Registration Section  
WV Purchasing Division  
2019 Washington Street East, Charleston, WV 25305.***

### **VENDOR REGISTRATION:**

The following is optional, not required, when submitting bids. However, Vendors who have received Notice of Apparent Bid Award are required to meet the following:

To conduct business in this state, according to West Virginia Legislative Rule 148 CSR1.6.1.7 agencies must verify Vendor registration status with the West Virginia Purchasing Division, West Virginia Secretary of State’s Office (WVSOS) and West Virginia Tax Department (WVTD).

**All West Virginia Agencies are prohibited from issuing a purchase order to any vendor until Vendor compliance can be verified that it has been properly registered with:**

#### **1. The Purchasing Division.**

As stated above, the fee is \$125 annually and can be paid with a credit card when registering in VSS. Otherwise, you may submit with a check to: WV Purchasing Division.  
[www.state.wv.us/admin/purchase/VendorReg.html](http://www.state.wv.us/admin/purchase/VendorReg.html)

#### **2. The Secretary of State’s Office.**

Registration with the WV Secretary of State’s Office is required for all Vendors doing business with the State of West Virginia and may incur a fee of \$100.00 depending on the business registration category.

Business registration with the Secretary of State falls into one of Two (2) categories:

- a. Domestic (formed in West Virginia), or
- b. Foreign (formed out-of- state)

**Vendors may complete an Application for Exemption from Certificate of Authority with the WVSOS if you feel your company qualifies. Please mail the completed form and include a check for \$25.00, made payable to WVSOS, along with a copy of the company's home state issued Certificate of Good Standing / Certificate of Corporation.**

**NOTE: You may also contact the WV Secretary of State's Office with your questions @ 304-558-8000 [www.sos.wv.gov/Pages/default.aspx](http://www.sos.wv.gov/Pages/default.aspx)**

### **3. The WV Tax Department.**

**All entities doing business in the State of West Virginia must be registered with WVTAX and pay a one-time fee of \$30.00.**

**An exemption with WV Secretary of State does not mean you are exempt from registering with the WV Tax Department.**

**If you need to speak to someone at the West Virginia Tax Department, please call 304-558-8693.**

**NOTE: If you are using the Business4WV website to register with the WV Secretary of State and the WV Tax Department, you may do it on-line at [www.business4wv.com](http://www.business4wv.com). Please note there is a one-time fee of \$130.00.**

### EXHIBIT A – Pricing Page

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.1.1	Contract Item #1: Commercial off-the-shelf (COTS) configurable IT Service Management (ITSM) platform	Month	12	2189.17	\$ 26,270.04
4.1.2	Contract Item #2: Implementation & Professional Services Support and Maintenance	Hour	150	231.25	\$ 34,687.50
Overall Total Cost				\$	60,957.54

Please note: This information is being captured for auditing purposes.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit-A Price Page or a No-Bid could lead to disqualification of vendors bid.

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

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

#### BIDDER /VENDOR INFORMATION:

Vendor Name:	Provance Technologies Inc.
Address:	885 Carriere Bpoulevard, Suite 100
City, St. Zip:	Gatineau, Quebec J8Y 6S6 Canada
Phone No.:	819-568-8787
Email Address:	drenton@provance.com



Vendor Signature:

08-Jan-25

Date:



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

State of West Virginia  
Centralized Request for Quote  
Info Technology

<b>Proc Folder:</b> 1553835			<b>Reason for Modification:</b> Addendum 3 published to extend bid opening date and provide answers to vendor questions
<b>Doc Description:</b> IT Service Management (ITSM) Platform Solution			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-12-17	2025-01-09 13:30	CRFQ 0705 LOT2500000002	4

BID RECEIVING LOCATION

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

VENDOR

**Vendor Customer Code:**

**Vendor Name :** Provance Technologies Inc.

**Address :** Suite 100

**Street :** 885 Carriere Blvd.

**City :** Gatineau

**State :** Quebec

**Country :** Canada

**Zip :** J8Y 6S6

**Principal Contact :** Derek Renton

**Vendor Contact Phone:** 819-568-8787

**Extension:** n/a

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr  
304-558-2652  
brandon.l.barr@wv.gov

Vendor  
Signature X

FEIN# 98-0344442

DATE January 8, 2025

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

ADDITIONAL INFORMATION					
The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open-end contract for IT Service Management (ITSM) Platform Solution per the attached specifications, terms and conditions.					

INVOICE TO			SHIP TO		
LOTTERY PO BOX 2067  CHARLESTON WV US			LOTTERY 900 PENNSYLVANIA AVE  CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IT Service Management (ITSM) Platform Solution	12.00000	MO	\$2,189.17	\$26.270.00

Comm Code	Manufacturer	Specification	Model #
81162000	Provance Technologies Inc.	ServiceTeam ITSM and ITAM	Enterprise

**Extended Description:**  
 See Specifications and Exhibit A - Pricing Page for Details

INVOICE TO			SHIP TO		
LOTTERY PO BOX 2067  CHARLESTON WV US			LOTTERY 900 PENNSYLVANIA AVE  CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Implementation & Professional Services Support and Mainten	150.00000	HOUR	\$231.25	\$34,687.50

Comm Code	Manufacturer	Specification	Model #
81112200	Provance Technologies Inc.	Professional Services	n/a

**Extended Description:**  
 See Specifications and Exhibit A - Pricing Page for Details

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by December 2nd, 2024 at 10am ET	2024-12-02



	Document Phase	Document Description	Page 3
LOT2500000002	Final	IT Service Management (ITSM) Platform Solution	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

EXHIBIT A – Pricing Page

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.1.1	Contract Item #1: Commercial off-the-shelf (COTS) configurable IT Service Management (ITSM) platform	Month	12	2189.17	\$ 26,270.04
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Overall Total Cost				\$	60,957.54

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

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

BIDDER /VENDOR INFORMATION:

Vendor Name:	Provance Technologies Inc.
Address:	885 Carriere Bpoulevard, Suite 100
City, St. Zip:	Gatineau, Quebec J8Y 6S6 Canada
Phone No.:	819-568-8787
Email Address:	drenton@provance.com

8-Jan-25

Vendor Signature:

Date:

# PROVANCE



Provance Proposal  
ITSM and ITAM  
for



December 12, 2024

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# Executive Summary

Thank you for the invitation to submit a response to West Virginia Lottery's IT Service Management (ITSM) Platform Solution RFQ. Provance is pleased to provide this fully compliant response in the form of:

- 1) Executive Summary – describing how the Provance ServiceTeam solution meets the mandatory requirements of this solicitation.
- 2) Signed RFQ form (submitted via wvOASIS)
- 3) Signed acknowledgement of Addendum(s) (submitted via wvOASIS)
- 4) Signed Exhibit A – Pricing Page (submitted via wvOASIS)
- 5) Copy of the Provance Support Guide and License Agreement (attached as an appendix to this document)

The following executive summary outlines our proposed product, pricing, and keys to a successful implementation. I look forward to discussing our response in more detail and answering any questions you may have.

## Introducing Provance

Provance, founded in 1997, has a long and proud reputation as a premier provider of full-featured IT Service Management and Asset Management software. For over twenty-five years, Provance has contributed to the success of enterprises and government organizations of all sizes that have deployed our Microsoft-centric ITSM and ITAM products. With customers around the world, Provance has helped our customers drive down IT costs, increase service management efficiency and reduce security and compliance risks. Our flagship product, Provance ServiceTeam, has been optimized to deliver maximum value to our customers' Microsoft Power Platform / Dynamics 365 investments.

## Microsoft-Centric Intelligent ITSM

Provance is committed to continuous innovation by leveraging the latest Microsoft technologies to drive service excellence. Built natively on the Power Platform using Power Apps, Provance's ServiceTeam ITSM and ITAM applications leverage Microsoft's global scale, security, and flexibility. The industry continues to witness a strong appetite for these products, experiencing growth numbers in the range of 70% and exceedingly more than \$2 billion in business for Microsoft.

As more CIOs and CTOs seek agile, secure and cost-effective solutions, Provance emerges as a leading choice. "We recently implemented ServiceTeam as the prime IT Service Management tool within the organization and in doing so replacing a market leader in the process too", stated Tony Green from the City of London. *"The decision to move to ServiceTeam aligned to the organization's Microsoft strategy and the increasing use and expansion of utilizing the Power Platform. It was a great success with little or no impact to the service and the feedback we received from our users and resolver teams were very positive with the common theme being how intuitive and easy to use the tool was."*

Provance continues to maintain strong relationships with its long-term clients while proudly announcing an expanding client base that now includes Liberty Global, City of London, Trustmarque, VDE Services GmbH, Seeburger, Waterfield Tech, Metro Water Recovery, Mazars USA LLP, United States Liability Insurance, Forest River and many more. We work in partnership with our customers to create a collaborative environment that enhances operational efficiency and drives long-term value to your organization. As highlighted by Burkhard Struder, General Manager at VDE Services. *"VDE Services has been and continues to be heavily invested in Microsoft cloud-based platform products to run our business,*

*and our partnership with Provance allows us to extend those investments in technology and people expertise to our IT service management operations. The concept of platform in today's service management world provides a level of efficiency and savings not available from many vendors. Microsoft and Provance provide us with this critical advantage."*

Analysts have recognized Microsoft as the leader in low code, no code platforms, bolstering the foundation of Provance's core offerings of modern ITSM and ITAM solutions. Provance's unmatched integration with Microsoft technologies, leadership and opportunities to leverage AI, and a commitment to innovation and customer service, has been the driving force behind its surging appeal and resonates deeply with the escalating demands of IT and service management leadership.

Recently, we capitalized on the emergence of Microsoft's leadership in AI (Copilot, AI Builder and Azure OpenAI Service) to enhance ServiceTeam with advanced AI capabilities that will be generally available in Q1 2025.

ServiceTeam's Intelligent ITSM boosts productivity by delivering crucial information and guidance for agents, managers and end-users, while also optimizing operational processes and customer relations.

## **Our Implementation Services**

Provance has extensive experience with IT Service Management and Asset Management initiatives, and we offer a variety of flexible service offerings designed to make it easier for you to plan your implementation requirements. These packages have been designed to address our customers' most common needs. Our proven implementation methodologies help you avoid common pitfalls, accelerate implementation times, and achieve rapid returns on your IT investments without costly duplication or effort.

Through interactive sessions and knowledge transfer, West Virginia Lottery will gain an in-depth understanding of ServiceTeam ITSM and ITAM and be able to maintain and make configuration changes post initial implementation. This service involves substantial involvement by the Provance team to manage the implementation in a detailed manner, while providing your team the opportunity to learn and become comfortable managing and extending the products independently.

## **Our Offer**

Provance has included license fees for ServiceTeam ITSM Enterprise (30 named users) and ITAM Standard (organizational license). Details are outlined in the pricing document which has been uploaded to wvOASIS. Hourly rates for the required professional services have also been included.

## **Product Support and Updates**

Provance understands that having software updates and access to highly skilled support staff and information is a crucial part of our overall support service to you. Provance provides product support, ensuring we quickly and effectively address product issues as they arise. Using ServiceTeam ITSM, our self-service portal provides support access, resources, and software documentation. Customers can create a request for support, interact with our team of professionals and see the activities and progress of their tickets through resolution.

## **New Version Releases**

In addition to support, the research and development teams at Provance are working to improve the capabilities and performance of our software. When a new release is made commercially available, that release may be downloaded by

all customers who have current Subscription Licenses. New releases (other than maintenance releases) typically contain major feature changes, including new functionality, performance enhancements and corrective content.

## Response to Qualifications and Mandatory Requirements

The following bullets align to the RFQ requirements and demonstrate ServiceTeam's ability to meet these requirements:

**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor must have a minimum of ten (10) years of experience developing solutions in the IT Asset Management and/or IT Service Management space.

*Founded in 1997, Provance has been providing ITSM and ITAM software for over 25 years.*

3.2. Vendor must have a minimum of three (3) years of experience developing IT Service Management solutions on the Microsoft Power Platform.

*Provance is a Microsoft Global ISV Partner that has been delivering Service Management and IT Asset Management solutions built on the Microsoft Power Platform for over 3 years.*

3.3. Vendor must have a minimum of three (3) years of experience developing IT Asset Management solutions on the Microsoft Power Platform.

*Provance is a Microsoft Global ISV Partner that has been delivering Service Management and IT Asset Management solutions built on the Microsoft Power Platform for over 3 years.*

**4. MANDATORY REQUIREMENTS:** 4.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services

must meet or exceed the mandatory requirements listed below.

**4.1.1 Contract Services Deliverable # 1: Commercial off-the-shelf (COTS) configurable IT Service Management (ITSM) platform.**

**4.1.1.1** The solution must have the ability to be extended and configured to meet immediate and future needs for up to thirty (30) WVL system administrators and end-users.

*ServiceTeam ITSM Enterprise is built on the Microsoft Power Platform, running in either a Power Apps or Dynamics 365 Dataverse environment, and supported by the global Microsoft Azure cloud infrastructure. The Microsoft Power Platform and Microsoft Azure provide significant advantages to customers:*

- *Best-of-breed security*
- *Breadth and depth of Microsoft's global cloud infrastructure*
- *Best-of-breed data protection and compliance*
- *High flexibility and scalability*

- *Reliable backup and disaster recovery*
- *Benefits from Microsoft's significant technology investments, including next-generation AI. Pricing has been provided to meet the requirements of up to thirty (30) WV resources.*

**4.1.1.2** Shall have ITIL-aligned ITSM and ITAM processes for Service Catalog Management, Incident Management, Problem Management, Change Management, Request Fulfillment, and Event Management.

*Aligned with ITIL, ServiceTeam customers benefit by having the industry standard IT Service Management best practices "baked in". Provance has added additional capabilities and we strive to meet and exceed ITIL standards as we introduce and certify product capabilities and practices.*

*The following processes are ITIL-aligned in Provance ServiceTeam:*

- *Incident Management*
- *Problem Management*
- *Change Management*
- *Request Fulfillment*
- *Service Continuity*
- *Service Portfolio*
- *Service Catalog Management*
- *Service Level Management*
- *Event Management*
- *IT Asset Management*

**4.1.1.3** Shall have an out-of-the-box integration to Microsoft Power Pages for a self-service portal.

*Provance ServiceTeam provides a powerful self-service in a mobile-responsive model driven app built in **Microsoft Power Pages**. Providing options for both internal or external service request support and customer support, you can not only increase customer satisfaction but deflect a high volume of frequently asked questions. End-user visibility of incident and service request status, reducing confusion and follow-ups. Customers can easily tailor and brand the self-service portal for their needs, including multi-tenant scenarios.*

**4.1.1.4** Shall have an out-of-the-box integration to Azure Intune to discover and create configuration items for ITSM and ITAM.

*Provance ServiceTeam provides a connector for Azure Intune to keep data synchronized between all sources, and create configuration items for ITSM and ITAM.*

**4.1.1.5** Shall have an out-of-the-box integration to Azure Monitor to enable Event Management.

*Provance ServiceTeam provides a connector for Azure Monitor for real-time, automated and bi-directional integration with Azure Monitor for Event Management.*

**4.1.1.6** Shall have an out-of-the-box integration to Azure DevOps to create, track, and provide updates of work items related to ITSM.



*Provance ServiceTeam provides an Azure DevOps connector to facilitate communications between service desk teams and development groups, allowing both teams to be operating in their primary applications while communicating collaboratively.*

**4.1.1.7** Shall have an out-of-the-box integration to Microsoft Entra ID for creating and maintaining internal contacts in ITSM.

*Provance ServiceTeam provides an EntraID connector for creating and maintaining internal contacts in the system.*

**4.1.1.8** Workflows shall and can be created without code and visualized within Power Automate.

*By leveraging Power Automate, ServiceTeam lets you codelessly create business process flows and workflows to execute activities, tasks and data manipulations that would otherwise require human effort.*

**4.1.1.9** Shall leverage Power BI for business intelligence level reporting.

*ServiceTeam provides out-of-the-box Microsoft Power BI dashboards and reports to visually communicate and deliver intelligent ITSM/ITAM insights and answers to common questions for managers and key stakeholders.*

**4.1.1.10** The platform and self-service portal must conform to accessibility standards WCAG 2.1, US Section 508, and EN 301 549.

*As ServiceTeam is a Power App, Provance inherits this conformity from the Microsoft Power Platform. Conformity can be found here: [Accessibility in Power Pages | Microsoft Learn](#)*

**4.1.1.11** The platform shall be ISO 27001-certified; certificates must be provided in the bid submission.

*As ServiceTeam is a Power App, Provance inherits this certification from the Microsoft Power Platform. Certification can be found here: [ISO/IEC 27001 - Azure Compliance | Microsoft Learn](#)*

**4.1.1.12** The platform shall be ISO 27018-certified; certificates must be provided in the bid submission.

*As ServiceTeam is a Power App, Provance inherits this certification from the Microsoft Power Platform. Certification can be found here: [ISO/IEC 27018 - Azure Compliance | Microsoft Learn](#)*

**4.1.1.13** Vendors must provide comprehensive documentation for up to thirty (30) WVL system administrators and end-users.

*Documentation will be provided as a deliverable in the implementation process.*

**4.1.1.14** Vendors must describe the proposed solution in the response and detail how it meets or exceeds the mandatory requirements.

*This document provides a full description of how the Provance ServiceTeam solution meets the mandatory requirements of this solicitation.*

**4.1.1.15** The Vendor must provide live online training for up to thirty (30) WVL staff.

*Training will be provided as a deliverable in the implementation process.*

## 4.1.2 Contract Services Deliverable # 2: Implementation & Professional Services Support and Maintenance

**4.1.2.1** Implementation & Professional Services Support and Maintenance must be available Monday through Friday, 8:00 a.m. EDT to 5:00 p.m. EDT, excluding State and Federal Holidays.

*Provance support hours are Monday through Friday, 8:00 a.m. EDT to 6:00 p.m. EDT, excluding statutory holidays.*

**4.1.2.2** Vendors must detail the service level agreements (SLAs) and emergency support procedures, with their bid response.

*Provance Support Guide has been included in this response as a separate attachment.*

**4.1.2.3** The Vendor must provide documentation with their bid response outlining ongoing maintenance and support requirements for the system.

*Provance Support Guide has been included in this response as a separate attachment.*

## Conclusion

We are confident that our proposal provides the best combination of experience, product, cost/value, and services and support to meet the requirements of West Virginia Lottery. We sincerely appreciate the opportunity to propose ServiceTeam and look forward to completing a successful project and long-term partnership with your organization.

Please contact Derek Renton with any questions at:

Email: [drenton@provance.com](mailto:drenton@provance.com).

Cell: +1 (613) 219-6898

Thank you for considering Provance.

# Appendix 1: Provance Support Guide and Licensing Agreement



## Provance License Agreement

**ATTENTION: THIS IS A LICENSE, NOT A SALE. THE TECHNOLOGY IS PROVIDED UNDER THE FOLLOWING PROVANCE LICENSE AGREEMENT ("AGREEMENT") THAT SPECIFIES WHAT YOU MAY DO WITH THE TECHNOLOGY AND CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES. "PROVANCE" MEANS PROVANCE TECHNOLOGIES INC. BEFORE DOWNLOADING, INSTALLING, OR USING THE TECHNOLOGY (INCLUDING THE PROGRAM(S)), PLEASE CAREFULLY READ THIS AGREEMENT WHICH CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LICENSE TO USE THE TECHNOLOGY. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT PLEASE DO NOT DOWNLOAD, INSTALL, OR USE THE TECHNOLOGY (INCLUDING THE PROGRAM(S)) AND PROMPTLY RETURN OR DESTROY ALL COPIES. IF YOU DOWNLOAD, INSTALL, OR USE THE PROGRAM(S), YOU WILL HAVE AGREED TO THIS AGREEMENT AND THESE TERMS AND CONDITIONS. THE TECHNOLOGY (INCLUDING THE PROGRAM(S)) ARE ALSO PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS. IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

### 1. Definitions.

In addition to the other terms defined in this Agreement, the following terms shall have the following meanings:

**"Affiliate"** of a party means any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party;

**"Development Environment"** means Your testing or evaluation environment, which is not used in a business production or commercial mode;

**"Documentation"** means the user and reference manuals, in whatever form recorded, provided by Provance with the Program(s);

**"Internal Business Purposes"** means use only for purposes directly related to Your internal business operations, but does not include use by any person who is not Your employee or contractor;

**"Organization License"** means a license to install or access and use the Technology within Your Production Environment, conditional upon the number of employees in Your organization not exceeding the number of employees shown in the Quote & Order Form;

**"Production Environment"** means the environment that is used in a business production or commercial mode for Internal Business Purposes;

**"Program"** means the Provance software identified in a Quote & Order Form, and any related printed or electronic documentation and except where specified otherwise includes: (i) all Provance software such as updates, patches, enhancements provided to You by Provance after the date of this Agreement;

**"Quote & Order Form"** means the quotation and order document provided to You by Provance (or by one of its distributors or resellers) for the Program(s);

**"Technology"** means all proprietary Provance technology licensed under this license, including without limitation (i) the Program, (ii) the Documentation, (iii) all know-how, trade secrets, processes, procedures, configurations of products and methods of operation, whether embedded in the Program or Documentation or not and marked as "Proprietary and Confidential" except such information that (a) is or becomes generally known or available through no fault of You; (b) is known by You prior to the time of receipt and is not subject to restriction, as evidenced by Your written records; (c) is independently developed by You, as evidenced by Your written records; (d) is lawfully obtained

by You from a third party, who has the right to make such disclosure without restriction; or (e) is publicly released for publication by Provance in writing;

**“User License”** means a license to install or access and use such Program within Your Production Environment, conditional upon access being restricted to that number of named Users shown in the Quote & Order Form; and;

**“You” or “Your”** means the individual or entity, as the case may be, acquiring a Technology license and includes Your Affiliates.

## **2. Grant of Commercial License.**

If your Quote & Order Form is for a commercial Organization License, then subject to the terms and conditions of this Agreement, including payment of the applicable license fees, Provance grants You a non-exclusive, non-transferable, limited and restricted, internal license that expires at the end of the applicable subscription period set forth in the Quote & Order Form, unless renewed, to install or access and use such Technology within Your Production Environment, conditional upon the number of employees in Your organization not exceeding the number of employees shown in the Quote & Order Form. If the number of employees in Your organization at any future time during the term of the Organization License purchased under the Quote & Order Form exceeds the number of employees shown in the Quote & Order Form, you may purchase another Organization License for the remainder of the original license term appropriate for the then current number of employees in Your organization, for the then current license fee less the license fees paid in the Quote & Order Form.

If your Quote & Order Form is for a commercial User License, then subject to the terms and conditions of this Agreement, including payment of the license fees for such Program(s), Provance grants You a non-exclusive, non-transferable, limited and restricted, internal license that expires at the end of the applicable subscription period set forth in the Quote & Order Form, unless renewed to install or access and use the Technology within Your Production Environment, conditional upon access to the Program being restricted to that number of named employees in Your organization not exceeding the number of employees shown in the Quote & Order Form. If You wish to increase the number of named users in Your organization at any future time during the term of the User License purchased under the Quote & Order Form, you may purchase another User License for the remainder of the original license term to enable access by such additional named employee(s) for the then current license fee less any applicable discounts outlined in the Quote & Order Form.

You are expressly prohibited from operating commercial versions of the Program with evaluation copies Microsoft® Dynamics 365 or Power Platform, as the case may be. You may also: (a) install and use each Program within Your Development Environment and User Acceptance Test (UAT) Environment for piloting, testing or other development purposes but in no event shall You use the Programs for production purposes. You shall limit Your use of Program(s) within Your Development and UAT Environment to the corresponding limits established for Your Production Environment as specified in Your Quote & Order Form(s).

## **3. Grant of Evaluation License.**

If You have downloaded or received an evaluation copy of a Program, then subject to all of the terms and conditions of this Agreement, Provance grants You a limited, royalty-free, non-exclusive, non-transferable, internal license to use those Program(s) for the time period as imposed by the evaluation license key provided to You by Provance (the “Evaluation Period”) solely for the purpose of testing and evaluating the Program(s) to determine if You wish to obtain a commercial license for the Program(s). If you want to convert any evaluation licenses for any Program(s) to commercial licenses for those Program(s), then please contact Provance (or its applicable distributor or reseller) and upon payment of the applicable license fees Provance (or its applicable distributor or reseller) will provide you with a license key to convert Your license for such Program(s) to commercial licenses. Program(s) licensed pursuant to an evaluation license contain disabling mechanisms and if the evaluation period expires, then You will lose access to any data You may have stored and You will no longer be able to access Program functionality until a commercial license is purchased.

## **4. Restrictions.**

Licenses for the Technology shall be subject to the conditions set forth in this Section 4. Except as expressly authorized under this Agreement, You are prohibited from doing any of the following things to the fullest extent permitted by law: (a) subleasing, leasing, assigning, selling, reselling, licensing, sub-licensing, distributing, renting, exporting, re-exporting, permitting concurrent use of or granting other rights in the Technology; (b) making any Technology available for use in a

computer service business, third-party outsourcing facility, service bureau, time-sharing service, application service provider offering or any other managed service offering; (c) assigning, transferring or otherwise conveying any Technology, this Agreement, or any license to use any Technology; (d) translating, reverse engineering, decompiling, merging, separating or disassembling any part of any Program(s) except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation, provided that if applicable law permits any of the foregoing activities in respect to a Program You may only attempt any such activities after You have requested the necessary information in writing from Provance and Provance has failed to make such information available to You within a reasonable period of time; (e) modifying, adapting, creating derivative works (except to the extent that the documented features of the Program(s) allow customization of the Program capabilities); (f) directly or indirectly using Technology or any information about Technology in the development of any product, software or service that is competitive with the Technology; or (g) conducting any competitive analysis of the Technology. If You have been granted an evaluation license for a Program, then in addition to the foregoing restrictions, You are also prohibited from using the Program in a Production Environment.

You acknowledge and agree that all Program(s) require at a minimum Microsoft® Dynamics 365 or Microsoft Power Apps licenses as the case may be and may require other Microsoft licenses in order to operate. Provance does not provide a license for or access to any Microsoft program(s). All licenses for and access to the Microsoft® program(s) and any other third-party software and associated licenses required to operate the Program must be obtained from the applicable software publisher or their authorized reseller.

**5. Ownership.**

All Technology is licensed, not sold. All rights, title, and interest (including all intellectual property rights) in, to, and under all Technology (including all copies of all of the foregoing) shall remain with Provance and/or its licensors. You acquire no right whatsoever to all or any part of any Technology except the right to use the Technology in accordance with the terms of this Agreement, and Provance and its licensors reserve all rights not expressly granted to You. Physical copies of the Technology remain the property of Provance. You must fully reproduce any copyright or other notice marked on any part of the Technology on all authorized copies and must not alter or remove any such copyright or other notices.

**6. Audit.**

Provance may, at its expense, appoint an independent third party to audit no more than once annually Your use of the Program(s). Any such audit shall be conducted during regular business hours at Your offices and shall not unreasonably interfere with Your business activities. In the event of an audit, the third party will provide thirty (30) days advance notice. If any audit shows that Your use of the Program(s) exceeds any limitations imposed by this Agreement or the applicable Quote & Order Form, then You shall pay the applicable fees for such excess uses (or, in Provance's discretion, also cease such unlicensed uses) within thirty (30) days of invoice or notice, as the case may be. Any underpaid fees will be determined in accordance with Provance's then-current, country-specific, price list. If additional fees charged as a result of an audit are in excess of five percent (5%) of the fees originally paid or payable for the period during which such unauthorized use occurred, then You shall pay such the applicable fees for such excess uses and Provance's reasonable costs of conducting the applicable audit.

**7. Limited Warranty.**

If You have been granted a commercial license for Program(s) identified in a Quote & Order Form, then for the period ending sixty (60) days from the date You first acquired or accessed the Program(s) (the "Warranty Period"), Provance warrants that: (a) any user manual(s), provided by Provance with the Program(s) are substantially complete; and (b) the Program(s) function substantially as described in the accompanying user manual(s). A Program(s) warranty shall be void if: (i) the Program has been altered in any way; (ii) the problem arises due to use of the Program other than as intended as set forth in the user manual(s) and permitted by this Agreement; or (iii) the problem arises due to use of the Program in conjunction with software or hardware for which it is not intended to be used as set out in the user manual(s). If You have been granted an evaluation license for any Program(s), then those Program(s) are licensed to You on an 'as is' basis and there are no warranties, representations or conditions, express or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding such Program(s).

**EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 8, IF ANY, THE TECHNOLOGY IS PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, CONDITIONS, AND/OR WARRANTIES OF ANY KIND. WITHOUT LIMITATION, PROVANCE AND ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND DISTRIBUTORS DISCLAIM ANY**

EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, NON- INFRINGEMENT, DURABILITY, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING BY STATUTE, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT THE ENTIRE RISK ASSOCIATED WITH YOUR USE OF THE TECHNOLOGY SHALL BE BORNE BY YOU. NEITHER PROVANCE NOR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS MAKE ANY REPRESENTATIONS OR PROVIDE ANY CONDITIONS AND/OR WARRANTIES ABOUT THE SUITABILITY OF THE TECHNOLOGY OR ABOUT ANY INFORMATION AND/OR DATA THAT MAY BE PROCESSED BY OR MADE AVAILABLE USING THE TECHNOLOGY.

THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER PROVANCE NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

**8. IP Indemnification By Provance.**

If You have been granted a commercial license for Program(s) identified in a Quote & Order Form, Provance agrees to defend and/or handle at its own cost and expense any action against You and Your respective officers, directors, employees, representatives, and agents to the extent based on an action by a third party claiming that the Program(s) infringe on any existing patent (as of the Effective Date), copyright, trademark, trade secret, or any other intellectual property right of such third party (an "IP Claim ") and Provance agrees to indemnify and hold You harmless from and against any and all settlement amounts agreed by Provance in respect to an IP Claim and/or any losses, damages, costs and expenses (including reasonable outside attorneys' fees) awarded to such third party against You by a court of competent jurisdiction in such IP Claim. Provance's obligations under this section are subject to You: (i) giving prompt written notice to Provance of any IP Claim; (ii) giving Provance the sole right to control and conduct the defense of any IP Claim and all negotiations for its settlement or compromise (provided, however, that (a) no settlement or compromise affecting the financial or legal obligations of You shall be entered into or agreed to without Your prior approval and (b) You have the right to participate, at Your own expense, in the defense and/or settlement of any IP Claim in order to protect Your own interests); (iii) providing reasonable cooperation to Provance for the defense of any IP Claim, at Provance's expense; and (iv) not entering into any settlement or compromise of any IP Claim without Provance's prior written approval. Provance's defense and indemnification obligations do not extend to (1) any IP Claim related to or in connection with infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Program(s) with other products, software or services not provided by Provance; (2) any IP Claim related to or in connection with any modification of the Program(s) by anyone other than Provance; (3) any IP Claim related to or in connection with an earlier version of the Program(s) after a subsequent version of the Program(s) has been recommended by Provance to avoid any alleged IP Claim if such subsequent version has been provided to You free of charge or pursuant to any support services arrangement You may have with Provance; (4) an IP Claim related to or in connection with any use, distribution, or exercise of any other right outside the scope of the licenses granted in this Agreement; or (v) any Program(s) while under an evaluation license. If You have been granted a commercial license for Program(s) identified in a Quote & Order Form, then if (a) Provance becomes aware of an actual or potential IP Claim, or (b) You provide Provance with notice of an actual or potential IP Claim, Provance may (or in the case of an injunction against You, shall), at Provance's sole option and determination: (I) procure for You the right to continue to use the Program(s); or (II) replace or modify the Program(s) with equivalent or better software or materials so that Your use is no longer infringing; or (III) if (I) or (II) are not commercially reasonably available, take return of the affected Program(s) and terminate the licenses granted in respect to such Program(s) and refund to You any pre-paid subscription fees for the period after the termination date.

**9. LIMITATION OF LIABILITY.**

TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), CONTRACT OR OTHERWISE, SHALL PROVANCE, ITS AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS OR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS OR FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. IF YOU HAVE BEEN LICENSED TO USE A PROGRAM OR DISTRIBUTED PRODUCT PURSUANT TO AN EVALUATION LICENSE, THEN IN ADDITION TO THE EXCLUSIONS SET FORTH IN THE PRECEDING SENTENCE, AND TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, PROVANCE (INCLUDING ITS AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS OR LICENSORS) ALSO EXCLUDES ANY AND ALL LIABILITY TO YOU OR ANY OTHER

**PERSON FOR ANY DIRECT DAMAGES. TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF PROVANCE AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS AND LICENSORS IN ANY CONNECTION WITH THIS AGREEMENT OR THE TECHNOLOGY, WHETHER IN TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), CONTRACT OR OTHERWISE SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU UNDER THIS AGREEMENT. THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL BREACH OR A BREACH OF THE FUNDAMENTAL TERMS OF THIS AGREEMENT.**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.**

**10. High-Risk Activities.**

The Program(s) are not fault-tolerant and are not designed, manufactured or intended for use in or in conjunction with on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or control systems, or direct life support machines. Provance, its Affiliates, licensors, suppliers, subcontractors and distributors specifically disclaim any express or implied representations, warranties and/or conditions for such uses.

**11. Term.**

The term of this Agreement will commence for each applicable Program upon receipt of a purchase order or a signed Quote & Order Form by You and shall continue (i) in the case of an evaluation license for the Evaluation Period specified in the Section 4 unless earlier terminated as provided for in this Agreement, or (ii) in the case of a commercial license for the license term specified in the applicable Quote & Order Form unless earlier terminated as provided for in this Agreement. The license term for the Technology shall be for the period of time during which you have any active commercial licenses for any of the Program(s). Either party may terminate this Agreement if (a) the other party fails to remedy a breach of any material obligation under this Agreement or any Quote & Order Form within fifteen (15) days of receiving written notice from the other party detailing such breach, or (b) immediately and without notice if You become insolvent, file for bankruptcy, are the subject of involuntary bankruptcy or have a receiver appointed. In the case of an evaluation license, Provance may terminate this Agreement in respect to the applicable Program(s) immediately for any breach by You; or (ii) at any time without cause by providing five (5) days written notice to You. In addition to this Section, the Sections entitled Definitions, Ownership, Audit, Limited Warranty, Limitation of Liability, High-Risk Activities, Fees and Taxes, Governing Law, Assignment, Export/Import Restrictions, Confidentiality, and General shall continue in force even after any termination of this Agreement. No termination of this Agreement will entitle You to a refund of any amounts paid by You in respect to any Program(s) or affect any obligations You may have to pay any outstanding amounts owing in respect to any Program(s). Upon termination by You or Provance, You shall promptly purge all copies of any Technology from all environments on which they were installed, and any other Provance Confidential Information, and make immediate payment of any outstanding fees owed in respect to the Program(s).

**12. Fees and Taxes.**

You shall pay Provance, or its distributor or reseller (if applicable), the charges and fee(s) specified in your Quote & Order Form(s) within the time specified in your Quote & Order Form(s). All charges and fees specified in your Quote & Order Form(s) are exclusive of and do not include any taxes, duties or similar charges imposed by any government ("Taxes"). You agree to pay or reimburse Provance, or its distributor or reseller (if applicable), for all such Taxes (other than taxes on the net income of Provance or its reseller or distributor, as the case may be). If You are outside of Canada, the amounts You remit to Provance, or its distributor or reseller (if applicable), shall be the actual amounts due without withholding taxes or other assessments that may be imposed by authorities in the jurisdiction within which You are located, which withholding taxes or assessments shall be paid by You. Upon request, You shall promptly furnish Provance with certificates evidencing payment of any withholding taxes or other assessments You may be required to pay in connection with Your payment of the amounts owing under this Agreement and any Quote & Order Form(s). If it is subsequently determined that Taxes should have been paid in respect to any of Provance's fees under this Agreement, then You shall be liable for any such amounts together with any interest and penalties due thereon and/or (in Provance's discretion) shall pay Provance the equivalent amount that Provance is required to pay to the applicable tax/revenue/enforcement authorities. You shall pay a service charge on overdue accounts equal to the lesser of 1.5% per month (19.57% annually) or the maximum legal interest rate.

**13. Support and Updates.**

Programs provided to You under a subscription license include the right to receive updates, enhancements and technical support as described in the then-current Provance Support Guide.



**14. Export/Import Restrictions.**

The Technology and related information are subject to export and import restrictions. You shall comply with the export laws and regulations of Canada and the United States that are applicable to the Technology and related information and You shall comply with any local laws and/or regulations in Your jurisdiction that may impact Your right to export, import, or use the Technology or related information. The Technology and related information shall not be used for any purposes prohibited by export laws and/or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Technology or related information.

**15. Governing Law.**

This Agreement shall be governed by the laws of the Province of Ontario, Canada. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario, in Ottawa, Canada, shall have jurisdiction over any legal action or proceeding You bring arising out of or relating to this Agreement and You consent to the jurisdiction of such courts for any such action or proceeding. You waive all rights You may have or that may hereafter arise to contest such jurisdiction of such courts. The parties waive any right to a jury trial with respect to any action brought in connection with this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The Uniform Computer Information Act does not apply to this Agreement.

**16. Assignment.**

Provance may assign and/or transfer all or part of its rights and obligations under this Agreement to any third party at any time without notice. You may not transfer or assign this Agreement without the prior written consent of Provance. Your successors or assignees by merger, consolidation or purchase of all or substantially all Your shares or assets shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such entity executes a prior acknowledgement confirming such entity's agreement to be bound by the terms of this Agreement and Provance receives such written acknowledgement prior to the transfer, and further provided that any organization-wide licenses shall not extend to any such acquiring or resulting entity unless You (or Your applicable successor or assignee) and Provance agree on incremental license fees to take into account the rights to be utilized by such acquiring or resulting entity.

**17. Confidentiality.**

The parties acknowledge that they may receive confidential and/or proprietary information relating to the business of the other party or its licensors, including without limitation trade secrets, customer lists, computer code (including the Technology), computer programming techniques, algorithms, processes, technical and marketing information, which is identified as confidential and/or proprietary at the time of disclosure or that a reasonable person would consider, from the nature of the information, as confidential and/or proprietary (the "Confidential Information"). The parties will only use such Confidential Information as authorized in this Agreement, and will not disclose any such Confidential Information to any other person unless such disclosure is authorized by the other party in writing. Each party will use and maintain reasonable security measures (which measures shall be at least those used by the receiving party to protect its own Confidential Information) to protect the other party's Confidential Information. The foregoing obligation of confidentiality does not apply to information that: (a) is or becomes generally known or available through no fault of the receiving party; (b) is known by the receiving party prior to the time of disclosure and is not subject to restriction, as evidenced by receiving party's written records; (c) is independently developed by the receiving party, as evidenced by receiving party's written records; (d) is lawfully obtained from a third party, who has the right to make such disclosure without restriction; (e) is released for publication by the disclosing party in writing; or (f) is required to be disclosed by law.

**18. General.**

This Agreement and the Quote & Order Forms (to the extent hereinafter provided) constitutes the entire agreement between the parties with respect to its subject matter and supersedes and replaces all prior oral or written agreements, representations, negotiations or understandings between the parties relating to such subject matter. No change or modification to this Agreement shall be valid unless it is in writing and signed by representatives of each party. Except for the purpose of specifying the applicable Program(s) being licensed to You and the number and type of Management, Organization and/or User License(s) procured by You and except for any additional terms added to a Quote & Order Form by Provance (or by a distributor or reseller of Provance with Provance's written approval) prior to such Quote &

Order Form being issued to You, no provisions in any Quote & Order Form(s) or in any other documentation employed by or on behalf of either party in connection with this Agreement, regardless of the date of such Quote & Order Form(s) or documentation, will affect the terms of this Agreement, even if such Quote & Order Form(s) or documents are accepted by the receiving party. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. If any provision of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, then such provision, or part thereof, shall be deemed severed, and the remainder of this Agreement shall remain in full force and effect. No party will be deemed to have waived any right under this Agreement unless such waiver is made in writing. Failure or delay by either party to exercise any of its rights, powers or remedies under this Agreement shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.



## PROVANCE SUPPORT GUIDE

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## 1 Provance Support Overview

Provance understands that having software maintenance and access to highly skilled support staff and information is a crucial part of our overall support service to You. Our Support program is designed to provide You with Software updates and immediate access to online support information, blogs and knowledge articles as well as Incident support services. These Support benefits are available to customers with current Subscription Licenses or a current Annual Support Agreement for Perpetual License customers.

### Support Components and Pricing

	Support Components	I/O*	Details
Support	Software Maintenance	I	<ul style="list-style-type: none"> <li>• Updates, fixes</li> <li>• Upgrade protection</li> </ul>
	Support Portal	I	<ul style="list-style-type: none"> <li>• Tickets and Service Requests with status updates</li> <li>• Notifications</li> <li>• Knowledge articles</li> <li>• Learning Materials including Blogs and Webcasts</li> <li>• Product Downloads and Documentation</li> <li>• Product enhancement program</li> </ul>
	Incident Support	I	<ul style="list-style-type: none"> <li>• <a href="#">Support Portal</a>, <a href="#">Email</a> or phone 819-568-8787</li> <li>• During business hours 8am to 6pm Eastern Time(Mon-Fri excluding holidays)</li> <li>• Limited to designated Support Contacts</li> <li>• Limited to suspected Program Errors only</li> </ul>
	Managed Support Service	O	<ul style="list-style-type: none"> <li>• For details on the Managed Support Program please contact Provance at <a href="mailto:Info@Provance.com">Info@Provance.com</a></li> </ul>

\*I = Included O = Optional

**\*\* - Additional Program Licenses.** If during the Initial Term or any Renewal Terms, You acquire additional Program Perpetual licenses, then additional Support fees are payable in respect to those licenses. The Support fees for such additional Program licenses will be pro-rated for the balance of the Initial Term or Renewal Term in which such Program Perpetual licenses were acquired. The Support fees for such additional Program Perpetual licenses will be combined on the next Support Anniversary Date with the Support fees being paid by You for the Program Perpetual licenses previously purchased by You. If you acquire additional Subscription Licenses, they will be prorated to expire on the Subscription Anniversary Date for the Program Subscription licenses previously purchased by You.

## 2 Support Components

At Provance, our Support team is ready to help. Assistance can be tailored for concerns ranging from an urgent issue to a question about Program functionality. Our Support plan is designed to include a comprehensive package of services, enabling You to better utilize the investment You have made in the Program. The Support components Provance provides are as follows:

## 2.1 Software Maintenance

The research and development teams at Provance are working to improve the capabilities and performance of our software. When a new release is made commercially available, that release may be downloaded by all Customers who have current Support agreements or current Subscription Licenses. New releases (other than maintenance releases) typically contain major feature changes, including new functionality, performance enhancements and corrective content. When a new release is made commercially available, the related documentation is updated to incorporate information about new features and enhancements included with new software releases.

## 2.2 Incident Support

Support Contacts can open incidents with the Provance Service Desk. Support Contacts are Your resources through which all questions submitted to Provance by the portal, email or phone, will be channeled. Your Support Contacts are usually subject matter experts or a corporate help desk staff who are knowledgeable about the Program and Your business environment.

Incident Support is available for suspected Program Errors where our staff will validate and reproduce the suspected Error and Error Correction as applicable. If additional support is required specific to your use of the Programs, the Support Portal is available or an optional comprehensive Managed Support Services program tailored to your needs is available. Program details and prices are available from your Provance sales resource.

# 3 Obtaining Assistance

Our highly skilled support team experts are here to answer day-to-day operational or technical questions and to help You find better ways to leverage Your Provance software investment. All questions outside of Incident support should be directed through the Provance Support Portal.

Since Provance software runs on Microsoft platforms, You are encouraged to reference or contact available Microsoft support services to eliminate any environment or platform-related issues prior to contacting Provance. If it is believed to be a Provance Program issue, and the problem is not related to the Microsoft platform, Provance will work with You to resolve the Incident as quickly as possible.

You should always first review current support information available on the Provance Support Portal at (<https://support.provance.com>) where You will find notifications, knowledge articles, problem resolution tips, known issues and workarounds, product and implementation guides, best practices and access to blogs and webcasts 24x7. Provance follow up for Support issues will be during business hours.

Incident Support: If You have an urgent issue or are unable to resolve Your problem through the Provance Web Support community, You can contact by email or phone the Provance Support Center, located in Gatineau, Quebec Canada which provides escalation support during normal business hours, excluding holidays and weekends. Incidents initiated with the Provance Support Center are restricted to suspected Provance Program Errors.

Hours of Operation*	Online - Global	Phone Number – North America	Language Spoken
<b>Monday – Friday</b> 8:00 – 6:00 (ET)	<b>Email:</b> support@Provance.com	<b>Toll Free:</b> 1-877-776-8262 (1-877-PROVANCE)	English

\*Hours of operation are during normal business hours and exclude holidays observed in the jurisdiction in which the Provance Support center is located

Statutory Holidays	Day Observed
New Years Day	January 1
Family Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Victoria Day	Monday preceding May 25 <sup>th</sup>
St Jean-Baptiste	June 24
Civic Holiday	First Monday in August
Canada Day	July 1
Labour Day	First Monday in September
Thanksgiving	Second Monday in October
Christmas	December 25
Boxing Day	December 26

## 4 Response Time and Severity Escalation

Provance's targeted response times are specified below. The prioritization of Provance's response to an Incident will be determined by the severity level. An initial discussion between the Provance Support team and the Customer about an Incident report will be used to determine its severity. This process is designed to address the most critical issues first. All times are based on regular business hours and serve as a guideline only.

### 4.1 Workarounds

Once an Incident is reported, the main objective is to find a satisfactory solution as soon as reasonably practicable having regard to the applicable Severity level. In some cases, a Workaround is provided as a temporary solution to allow for the completion of a task that would not have otherwise been accomplished due to an Error or Program limitation.

### 4.2 Software Error

When a reported Incident is caused by a Program Error, that Incident will be recorded in Provance's Error tracking system and escalated to the Provance product development team. An Error correction is then scheduled for inclusion in a future Program maintenance release. Although Provance tries to respond to all Incidents and Customer requests the timing and incorporation of particular fixes and new functionality is solely at Provance's discretion.

Provance will respond to a Customer Incident report with a follow up email that will include the Incident number and a confirmation that the Incident is being investigated and escalated in accordance with the targeted times specified in the Support Agreement.

If an Incident report is active in Provance's tracking system and three (3) unsuccessful attempts have been made by a Provance Support agent to obtain an update from one of Your Support Contacts (by phone or by email), the Incident can be closed. A note will be made in the Incident record that the Provance Support agent attempted to follow up and that no response was received from Your Customer Contact. The Provance Support agent will send an email to the Customer indicating that the Incident report has been closed. If Provance is unable to reproduce a reported Incident after reasonable efforts to reproduce such

Incident, Provance will be entitled to close such Incident. A note will be made in the Incident record that Provance was unable to reproduce the reported Incident.

### Response Time and Severity Escalation

Severity	Description	Response time Tier 1	Escalation Time Tier 2	Escalation Time Tier 3
1 High	Any kind of down situation or loss of all program functionality.	First call response within 2 hours or less	2 hours	6 hours
2 Medium	Loss of primary program functionality (meaning no workaround or only a short-term workaround is available) that will impair productivity in the longer term but work can reasonably continue in an impaired manner.	First call response within 4 hours or less	4 hours	8 hours
3 Low	Loss of secondary program functionality (meaning a workaround is available) that has no immediate, significant impact on the productivity and Customer is substantially functioning with minor or no impediments.	First call response within 1 business day or less	As Required	As Required

**Note:**

**1:** *Response time/escalation time* is defined as the amount of elapsed time from the date/time of the initial contact (e-mail/voicemail date/timestamp, phone call receipt) for Provance staff to contact the Customer or escalate an Incident. Time elapsed waiting for customer response does not count towards resolution time. It includes regular business hours and excludes weekends and statutory holidays.

**2:** These are internal response/escalation guidelines and are not intended to indicate contractual obligations.

### Escalation Levels

The two escalation levels used by Provance are:

- Tier 1 – typically (but not limited to) Service Desk Representative validates the Incident, assesses known Errors and Workarounds or potential resolutions.
- Tier 2 – typically (but not limited to) Technical Specialist investigates and validates the Incident and possible resolutions.
- Tier 3 – typically (but not limited to) Product Development investigates possible resolutions.

## 5 Support Agreement Term

This Agreement and Support begins on the Support Start Date and continues for a twelve (12) month period from the first day of the month following the Support Start Date. The Agreement and Support for Subscription License customers is the same as the Subscription License Term.

## 6 General Notes

The information in this Provance Support Guide is accurate at the time of publication. The Support-related matters described in this Provance Support Guide supersede all previous Provance Support Guides. Provance reserves the right to change the Provance Support Guide and related support policies at any time and will advise its supported Customers of any changes when they occur. Terms not defined in the Program Guide have the meanings ascribed to them in the Support Agreement.