



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 9

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 2012913

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000037600

Legal Name: VPRIME TECH INC

Alias/DBA:

Total Bid: \$1,618,058.47

Response Date: 08/11/2026

Response Time: 13:00

Responded By User ID: Jan Ghalib

First Name: Jan

Last Name: Ghalib

Email: vprime@vprimetech.com

Phone: 833-333-1314

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2700000002

Published Date: 8/6/26

Close Date: 8/11/26

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 4-Governance, Risk and Compliance Auto Platform

Total of Header Attachments: 9

Total of All Attachments: 9



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

State of West Virginia
Solicitation Response

Proc Folder: 2012913
Solicitation Description: Addendum No 4-Governance, Risk and Compliance Auto Platform
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2026-08-11 13:30	SR 0231 ESR08112600000000938	1

VENDOR
VS0000037600
VPRIME TECH INC

Solicitation Number: CRFQ 0231 OOT2700000002
Total Bid: 1618058.469999999972060322761 **Response Date:** 2026-08-11 **Response Time:** 13:00:47
Comments:

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

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	GRC Software Maintenance and Support Year One (Initial term)	1.00000	EA	482191.490000	482191.49

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	GRC Software Maintenance and Support Year 2 renewal	1.00000	EA	360004.570000	360004.57

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	GRC Software Maintenance and Support Year 3 renewal	1.00000	EA	378375.060000	378375.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	GRC Software Maintenance and Support Year 4 renewal	1.00000	EA	397487.350000	397487.35

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 2012913			Reason for Modification: addendum No 4 is issued to clarify a response.
Doc Description: Addendum No 4-Governance, Risk and Compliance Auto Platform			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-08-06	2026-08-11 13:30	CRFQ 0231 OOT2700000002	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000037600
Vendor Name : vPrime Tech Inc
Address : 1400 Broadfield Boulevard Suite 200
Street :
City : Houston
State : TX **Country :** US **Zip :** 77084
Principal Contact : Jan Ghalib
Vendor Contact Phone: 833-333-1314 **Extension:** 1

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Jan Ghalib*

FEIN# 861744919

DATE 08/11/2026

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

ADDITIONAL INFORMATION

Addendum No 4 is issued for the following reasons:

1) To correct an error and to clarify a response from Addendum No 2 regarding the attachment of the 2026 WVCSF spreadsheet

---no other changes---

INVOICE TO

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

SHIP TO

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	GRC Software Maintenance and Support Year One (Initial term)	1.00000	EA	\$482,191.49	\$482,191.49

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

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1900 KANAWHA BLVD E,
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CHARLESTON WV
US

SHIP TO

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	GRC Software Maintenance and Support Year 2 renewal	1.00000	EA	\$360,004.57	\$360,004.57

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	GRC Software Maintenance and Support Year 3 renewal	1.00000	EA	\$378,375.06	\$378,375.06

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:
4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	GRC Software Maintenance and Support Year 4 renewal	1.00000	EA	\$397,487.35	\$397,487.35

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:
4.1 ; 4.2 ; 4.3 ; 4.4 ; 4.5 ; 4.6 ; 4.7 ; 4.8 ; 4.9

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-07-22

	Document Phase	Document Description	Page 4
OOT2700000002	Final	Addendum No 4-Governance, Risk and Compliance Auto Platform	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



QUOTE

Quote # 62853476937
Quote Sent Date 08/11/26
Payment Terms Net 30
Certified MBE

vPrime Tech Inc
1400 Broadfield Blvd
Suite 200
Houston, Texas 77084-5162
(833) 333-1314
vprime@vprimetech.com
www.vprimetech.com

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Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov
2019 Washington ST E
Charleston WV 25305
CRFQ-0231-OOT2700000002-5

Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0001	RSA-0012040	Archer SaaS Bundle Archer Technologies LLC - RSA-0012040 Start Date: 12/01/2026 End Date: 11/30/2027	1	\$0.00	\$0.00
0002	SAAS-BS-RSKCT-S	SaaS Base Risk Catalog \$/Mo Archer Technologies LLC - SAAS-BS-RSKCT-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$28,714.97	\$28,714.97
0003	SAAS-SSO-S-1M	Archer SaaS Single Sign On \$/mo Archer Technologies LLC - SAAS-SSO-S-1M Start Date: 12/01/2026 End Date: 11/30/2027	1	\$0.00	\$0.00
0004	GRC-TPRSK-VP-S	TP RSKMGT VendorPortal Archer Technologies LLC - GRC-TPRSK-VP-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$7,953.69	\$7,953.69



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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0005	SAAS-ITCTRL-S	SaaS IT Controls Assurance \$/mo Archer Technologies LLC - SAAS-ITCTRL-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$14,039.68	\$14,039.68
0006	SAAS-ITRSK-S	SaaS IT Risk Management \$/mo Archer Technologies LLC - SAAS-ITRSK-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$14,039.68	\$14,039.68
0007	SAAS-POAM-S	SaaS Plan of Actn. & Milestones \$/mo Archer Technologies LLC - SAAS-POAM-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$14,039.68	\$14,039.68
0008	SAAS-3P-CAT-S	SaaS Third Party Catalog \$/mo Archer Technologies LLC - SAAS-3P-CAT-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$14,039.68	\$14,039.68



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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0009	SAAS-3PENGAGE-S	SaaS Third Party Engagement \$/mo Archer Technologies LLC - SAAS-3PENGAGE-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$10,670.13	\$10,670.13
0010	SAAS-3PRSKMGT-S	SaaS Third Party Risk Mgmt. \$/mo Archer Technologies LLC - SAAS-3PRSKMGT-S Start Date: 12/01/2026 End Date: 11/30/2027	1	\$10,670.13	\$10,670.13
0011	SAAS-CCM-S-B	Continuous Controls Monitoring Basic Archer Technologies LLC - SAAS-CCM-S-B Start Date: 12/01/2026 End Date: 11/30/2027	1	\$228,358.70	\$228,358.70
0012	PS-BAS-ARC-SMTSAAS	Archer Onboarding Services for SaaS (AWS) environment - This service provides on-boarding assistance of the licensed Archer product as a SaaS Environment Archer Technologies LLC - PS-BAS-ARC-SMTSAAS Start Date: 12/01/2026 End Date: 11/30/2027	1	\$6,455.91	\$6,455.91



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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0013	PS-BAS-ARC-SUB40	Archer EOD Subscription - PLATINUM - This service provides up to 40 days Archer consulting expertise ranging from configuration and integration tasks to content development and operations. (2 on-site trips) Archer Technologies LLC - PS-BAS-ARC-SUB40 Start Date: 12/01/2026 End Date: 11/30/2027	2	\$47,574.73	\$95,149.46
0014	PS-BAS-ARC-SUB20	Archer EOD Subscription - GOLD - This service provides up to 20 days Archer consulting expertise ranging from configuration and integration tasks to content development and operations.(1 on-site trips) Archer Technologies LLC - PS-BAS-ARC-SUB20 Start Date: 12/01/2026 End Date: 11/30/2027	1	\$38,059.78	\$38,059.78
Subtotal					\$482,191.49
Total					\$482,191.49

Lead Time:
Purchase Terms:



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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0001	RSA-0012040	Archer SaaS Bundle Archer Technologies LLC - RSA-0012040 Start Date: 12/01/2027 End Date: 11/30/2028	1	\$0.00	\$0.00
0002	SAAS-BS-RSKCT-S	SaaS Base Risk Catalog \$/Mo Archer Technologies LLC - SAAS-BS-RSKCT-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$30,180.23	\$30,180.23
0003	SAAS-SSO-S-1M	Archer SaaS Single Sign On \$/mo Archer Technologies LLC - SAAS-SSO-S-1M Start Date: 12/01/2027 End Date: 11/30/2028	1	\$0.00	\$0.00
0004	GRC-TPRSK-VP-S	TP RSKMGT VendorPortal Archer Technologies LLC - GRC-TPRSK-VP-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$8,359.55	\$8,359.55



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2019 Washington ST E
Charleston WV 25305
CRFQ-0231-OOT2700000002-5

Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0005	SAAS-ITCTRL-S	SaaS IT Controls Assurance \$/mo Archer Technologies LLC - SAAS-ITCTRL-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$14,756.07	\$14,756.07
0006	SAAS-ITRSK-S	SaaS IT Risk Management \$/mo Archer Technologies LLC - SAAS-ITRSK-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$14,756.07	\$14,756.07
0007	SAAS-POAM-S	SaaS Plan of Actn. & Milestones \$/mo Archer Technologies LLC - SAAS-POAM-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$14,756.07	\$14,756.07
0008	SAAS-3P-CAT-S	SaaS Third Party Catalog \$/mo Archer Technologies LLC - SAAS-3P-CAT-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$14,756.07	\$14,756.07



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0009	SAAS-3PENGAGE-S	SaaS Third Party Engagement \$/mo Archer Technologies LLC - SAAS-3PENGAGE-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$11,214.60	\$11,214.60
0010	SAAS-CCM-S-B	Continuous Controls Monitoring Basic Archer Technologies LLC - SAAS-CCM-S-B Start Date: 12/01/2027 End Date: 11/30/2028	1	\$240,011.31	\$240,011.31
0011	SAAS-3PRSKMGT-S	SaaS Third Party Risk Mgmt. \$/mo Archer Technologies LLC - SAAS-3PRSKMGT-S Start Date: 12/01/2027 End Date: 11/30/2028	1	\$11,214.60	\$11,214.60
Subtotal					\$360,004.57
Total					\$360,004.57

Lead Time:
Purchase Terms:



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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0001	RSA-0012040	Archer SaaS Bundle Archer Technologies LLC - RSA-0012040 Start Date: 12/01/2028 End Date: 11/30/2029	1	\$0.00	\$0.00
0002	SAAS-BS-RSKCT-S	SaaS Base Risk Catalog \$/Mo Archer Technologies LLC - SAAS-BS-RSKCT-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$31,720.27	\$31,720.27
0003	SAAS-SSO-S-1M	Archer SaaS Single Sign On \$/mo Archer Technologies LLC - SAAS-SSO-S-1M Start Date: 12/01/2028 End Date: 11/30/2029	1	\$0.00	\$0.00
0004	GRC-TPRSK-VP-S	TP RSKMGT VendorPortal Archer Technologies LLC - GRC-TPRSK-VP-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$8,786.13	\$8,786.13



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0005	SAAS-ITCTRL-S	SaaS IT Controls Assurance \$/mo Archer Technologies LLC - SAAS-ITCTRL-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$15,509.05	\$15,509.05
0006	SAAS-ITRSK-S	SaaS IT Risk Management \$/mo Archer Technologies LLC - SAAS-ITRSK-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$15,509.05	\$15,509.05
0007	SAAS-POAM-S	SaaS Plan of Actn. & Milestones \$/mo Archer Technologies LLC - SAAS-POAM-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$15,509.05	\$15,509.05
0008	SAAS-3P-CAT-S	SaaS Third Party Catalog \$/mo Archer Technologies LLC - SAAS-3P-CAT-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$15,509.05	\$15,509.05



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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0009	SAAS-3PENGAGE-S	SaaS Third Party Engagement \$/mo Archer Technologies LLC - SAAS-3PENGAGE-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$11,786.87	\$11,786.87
0010	SAAS-3PRSKMGT-S	SaaS Third Party Risk Mgmt. \$/mo Archer Technologies LLC - SAAS-3PRSKMGT-S Start Date: 12/01/2028 End Date: 11/30/2029	1	\$11,786.87	\$11,786.87
0011	SAAS-CCM-S-B	Continuous Controls Monitoring Basic Archer Technologies LLC - SAAS-CCM-S-B Start Date: 12/01/2028 End Date: 11/30/2029	1	\$252,258.72	\$252,258.72
Subtotal					\$378,375.06
Total					\$378,375.06

Lead Time:
Purchase Terms:



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Quote Sent Date 08/11/26
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Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0001	RSA-0012040	Archer SaaS Bundle Archer Technologies LLC - RSA-0012040 Start Date: 12/01/2029 End Date: 11/30/2030	1	\$0.00	\$0.00
0002	SAAS-BS-RSKCT-S	SaaS Base Risk Catalog \$/Mo Archer Technologies LLC - SAAS-BS-RSKCT-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$33,322.51	\$33,322.51
0003	SAAS-SSO-S-1M	Archer SaaS Single Sign On \$/mo Archer Technologies LLC - SAAS-SSO-S-1M Start Date: 12/01/2029 End Date: 11/30/2030	1	\$0.00	\$0.00
0004	GRC-TPRSK-VP-S	TP RSKMGT VendorPortal Archer Technologies LLC - GRC-TPRSK-VP-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$9,229.92	\$9,229.92



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0005	SAAS-ITCTRL-S	SaaS IT Controls Assurance \$/mo Archer Technologies LLC - SAAS-ITCTRL-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$16,292.44	\$16,292.44
0006	SAAS-ITRSK-S	SaaS IT Risk Management \$/mo Archer Technologies LLC - SAAS-ITRSK-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$16,292.44	\$16,292.44
0007	SAAS-POAM-S	SaaS Plan of Actn. & Milestones \$/mo Archer Technologies LLC - SAAS-POAM-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$16,292.44	\$16,292.44
0008	SAAS-3P-CAT-S	SaaS Third Party Catalog \$/mo Archer Technologies LLC - SAAS-3P-CAT-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$16,292.44	\$16,292.44



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1400 Broadfield Blvd
Suite 200
Houston, Texas 77084-5162
(833) 333-1314
vprime@vprimetech.com
www.vprimetech.com

Department of Administration
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov
2019 Washington ST E
Charleston WV 25305
CRFQ-0231-OOT2700000002-5

Item #	Part Number	Description	Qty	Unit Price	Ext. Price
0009	SAAS-3PENGAGE-S	SaaS Third Party Engagement \$/mo Archer Technologies LLC - SAAS-3PENGAGE-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$12,382.25	\$12,382.25
0010	SAAS-3PRSKMGT-S	SaaS Third Party Risk Mgmt. \$/mo Archer Technologies LLC - SAAS-3PRSKMGT-S Start Date: 12/01/2029 End Date: 11/30/2030	1	\$12,382.25	\$12,382.25
0011	SAAS-CCM-S-B	Continuous Controls Monitoring Basic Archer Technologies LLC - SAAS-CCM-S-B Start Date: 12/01/2029 End Date: 11/30/2030	1	\$265,000.66	\$265,000.66
Subtotal					\$397,487.35
Total					\$397,487.35

Lead Time:
Purchase Terms:



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

**State of West Virginia
Centralized Request for Quote
Info Technology**

Proc Folder: 2012913			Reason for Modification:
Doc Description: Governance, Risk and Compliance Automation Platform			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-07-15	2026-07-30 13:30	CRFQ 0231 OOT2700000002	1

BID REC. EIVING 1.QCAT,ON

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address:
Street:
City:
State: Country: Zip:
Principal Contact :
Vendor Contact Phone: Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

DATE

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (NVOT) to establish a contract for the purchase of Enterprise Governance, Risk, and Compliance (GRC) as more fully described in the specifications contained herein.

INVOICE TO**SHIP TO**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	GRC Software Maintenance and Support Year One (Initial term)	1.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1; 4.2; 4.3; 4.4; 4.5; 4.6; 4.7; 4.8; 4.9

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TECHNOLOGY
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1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	GRC Software Maintenance and Support Year 2 renewal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1; 4.2; 4.3; 4.4; 4.5; 4.6; 4.7; 4.8; 4.9

INVOICETO**ISHIP TO**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	GRC Software Maintenance and Support Year 3 renewal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1 ; 4.2; 4.3; 4.4; 4.5; 4.6; 4.7; 4.8; 4.9

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1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	GRC Software Maintenance and Support Year 4 renewal	1.00000	EA		

Comm Code	Manufacturer	Specification	Model#
43230000			

Extended Description:

Enter a grand total lump sum yearly price that is all inclusive of specifications:

4.1; 4.2; 4.3; 4.4; 4.5; 4.6; 4.7; 4.8; 4.9

ISCHEDULE OF EVENTS**Event**

Questions are due by 3:00 p.m.

Event Date

2026-07-22

	Document Phase	Document Description	Page 4
OOT2700000002	Draft	Governance, Risk and Compliance Automation Platform	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: ~~July~~ July 22, 2026 @ 3:00 p.m.

Submit Questions to: Toby L Welch

2019 Washington Street, East Charleston, WV 25305

Fax: (304) 558-3970

Email: Toby.L.Welch@wv.gov

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

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

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

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

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ OOT2700000002

BID OPENING DATE: Thursday July 30, 2026

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

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

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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

Bid Opening Date and Time: 07/30/2026 @ 1:30 p.m.

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

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

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

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § SA-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 § SA-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/vrcNenpref.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/vrcNenpref.pdf.

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

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §SA-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. WAIYER 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.S. "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 one (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

S. 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

☐

☐

☐

☐

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

[Acknowledged.](#)

Revised 8/24/2023

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:

[11 Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 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.

Acknowledged.

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.

Acknowledged.

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.

Revised 8/24/2023

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § SA-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 § SA-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) _____

(Address) _____

(Phone Number)/ (Fax Number) _____

(email address) _____

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.

(Company)

(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for an Enterprise Governance, Risk, and Compliance (GRC) or Compliance Automation Platform. This solution will serve as the centralized risk management and automated evidence collection platform for WVOT and its supported state agencies, boards, and commissions.

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 **"Licenses"** means Agency's licenses to utilize software.

 - 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 software maintenance and support.

 - 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.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award

Archer Professional Services

Whether occasional assistance from an Archer expert or the attention of an entire project team is needed, our Professional Services group delivers solutions that address our customers' unique requirements and exceed their expectations for quality.

With over one million of hours of Archer consulting experience, thousands of successful Archer implementations and projects, deep technical expertise, and an intimate knowledge of the Archer Platform, our Archer Certified consultants are uniquely qualified to build and tailor enterprise Integrated Risk Management solutions that address the business requirements of our customers.

The Archer Professional Services team offers a full range of consulting and implementation services designed to help organizations achieve a rapid return on investment as well as reduce long-term administrative overhead. Through a portfolio that includes strategy and design,

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installation and implementation, upgrade, and custom services, our Professional Services consultants help organizations realize their IRM vision.

Archer Customer Support

Archer's 75+ member global support organization is eager to enhance your Archer Integrated Risk Management solution by providing accurate answers to your questions and timely problem resolution. All Archer Support Technicians are certified for the products they support and also go through extensive technical and "soft skills" training. Many hold 3rd party certifications and a significant proportion of the Technical Support organization is CISSP certified.

Archer Clients

Archer is a proven IRM market leader with more than 1,800 deployments (1,200+ clients) that have delivered major transformations and great outcomes for clients in many large, global organizations. The processes that we will employ to deliver this initiative are battle-proven, and shaped by the learnings, innovations and market insights that we have drawn from delivering this solution to clients in many industries over the last 20 years – both locally and internationally. We serve a truly international client base, spanning the globe with clients in over 50 countries.

Archer clients span a wide range of industries, with extensive presence in the financial services, government, healthcare, pharmaceuticals, biotech, aerospace, telecommunications, manufacturing, utilities and consumer arenas.

Archer References

As we are sure the State will appreciate, the security, privacy, and business concerns of its clients, both current and past, are of the highest priority to Archer. In order to limit the number of similar requests we make to our customers, Archer respectfully declines to provide names and contact information for references at this stage of the procurement process. We believe contacting references should be the last step in the validation process, after specifications and questions have been addressed, and following a product demonstration. Should Archer be selected our Account Manager will be happy to facilitate contact with selected reference clients.

We have published client profiles which can be found on our website, through the following link: <https://www.archerirm.com/clients>

- 3.1.** Vendor must be authorized by GRC software company to provide software maintenance and support for the Licenses and provide proof of authorization upon request.

Yes.

Archer Professional Services

Whether occasional assistance from an Archer expert or the attention of an entire project team is needed, our Professional Services group delivers solutions that address our customers' unique requirements and exceed their expectations for quality.

With over one million of hours of Archer consulting experience, thousands of successful Archer implementations and projects, deep technical expertise, and an intimate knowledge of the Archer Platform, our Archer Certified consultants are uniquely qualified to build and tailor enterprise Integrated Risk Management solutions that address the business requirements of our customers.

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Archer's 75+ member global support organization is eager to enhance your Archer Integrated Risk Management solution by providing accurate answers to your questions and timely problem resolution. All Archer Support Technicians are certified for the products they support and also go through extensive technical and "soft-skills" training. Many hold 3rd party certifications and a significant proportion of the Technical Support organization is CISSP certified.

Archer Technical Support

The Archer SaaS subscription includes Enhanced Support which provides for 24x7 (365 days year) technical support: Weekends and holidays, clients with an Enhanced Entitlement receive support for S1 & S2 cases. <https://www.archerirm.community/t5/general-support-information/client-guide-to-archer-technical-support/ta-p/670586>

Archer's support methodology is geared toward providing best in class support, fast problem resolution and with an emphasis on surpassing contractual service level objectives (SLO's). Clients may open a case with Technical Support via the online case portal or by phone. We use a "follow-the-sun" process to hand off cases among our technical support centers, ensuring that your case is worked on around the clock.

Archer has the following Technical Support options:

Basic Entitlement - *on premise deployments only*

This value-based option is ideal for non-mission critical environments where holiday/weekend support is not required.

Enhanced Entitlement

This option provides for 24x7 access to the technical support team. If a continuous work effort is needed, a "follow-the-sun" support model is utilized to execute handovers between global locales and Support Engineers.

Both service levels include:

Patch and major version releases at no additional charge.

24x7 access to the Archer Community - inclusive of the Archer Knowledgebase, Self-Service Troubleshooting tool, product downloads, discussion forums, technical documentation and much more.

Personalized Support Options

These options are designed to complement an 'Enhanced' service entitlement, providing clients with a strategic personalized support relationship.

Designated Support Engineer (DSE) – Platinum

Designated Support Engineer (DSE) – Gold

Archer Community

The Archer Community provides an easy-to-use, secure system offering a fast, intuitive way to manage cases, locate technical support solutions, download software, be informed of bug

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fixes, access online documentation and more. The Archer Community provides access to the same knowledge base as the Archer Technical Support team, ensuring that you can gain high quality, practical solutions to real-world problems. Moreover, customers can be notified of all product announcements, releases, fixes and more to dramatically reduce the time and cost of maintaining your Archer systems. The Archer Community is located at [Archer Community \(archerirm.community\)](https://archerirm.community). Additional information about Technical Support guidance can be found here: [Support](#).

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REQUEST FOR QUOTATION

Enterprise Governance, Risk, and Compliance (GRC) or Compliance Automation Platform

4. MANDATORY REQUIREMENTS:

The Vendor must provide a SaaS-based platform that meets or exceeds the following technical specifications:

3.1 Software Maintenance and Support: Vendor must provide maintenance and support for the platform licenses as follows:

3.1.1 Deployment Sizing: The baseline platform license must natively include the central WVOT hub and 125 fully segregated child workspaces (tenants) upon deployment.

Agreed.

3.1.2 Initial Contract Term: The contract awarded from this Solicitation shall be for an initial period of one (1) year.

Understood and Agreed.

3.1.3 Renewal Term Clauses: The contract may be renewed upon mutual written consent of the Agency and the Vendor, and approval of the Purchasing Division, for up to three (3) optional one-year renewal periods (for a total potential contract life of 4 years), under the same pricing, term, and conditions as specified herein. Each subsequent term will run consecutively to the prior term.

Understood and Agreed.

3.1.4 On-Demand Workspace Expansion: The platform must support the dynamic provisioning of additional workspace licenses via a fixed, on-demand unit price structure. Any additional workspace licenses added mid-term must be billed on a prorated basis for the remainder of the active contract year, and shall renew at the full annual unit rate at the start of the subsequent renewal term.

Understood and Agreed.

3.2 Training Deliverables

3.2.1 Train-the-Trainer Program: Vendor must provide a formal program consisting of virtual, instructor-led sessions for central WVOT administrators.

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Archer Training

Archer offers training both in an on-demand/self-paced format, as well as with live instructors. Our learning paths are well-defined but still allow flexibility to choose specific courses as they relate to your unique organizational needs.

For a complete list of available courses, descriptions and registration information, visit the Archer Academy web site: <https://www.archerirm.community/t5/archer-academy/ct-p/archer-academy>

Archer Role-Based Training

Training is provided based on three main audience types: Casual end users who may only access the system from time to time to enter data are offered general navigation and reporting training. More involved business-level users/power users are offered a 2-day course in addition to the more introductory-level training. Administrators have a significantly larger collection of courses to consider, based on their level of use within the platform.

All Users Training Path

Our free Getting Started with Archer course is designed to help new Archer users understand the basics of Archer from an industry perspective as well as demonstrating general platform navigation and reporting capabilities. We also offer a hands-on lab for new users in the New User Experience on-demand course.

Business Owners Training Path

An Archer Business Owner is typically responsible for defining requirements for an Archer build. This user should know what the Archer platform is capable of so that appropriate requirements can be written. Knowledge of the solution area(s) purchased is also appropriate for this user.

Administrators Training Path

A person in an Archer Administrator role is typically responsible for implementing business requirements within the Archer Platform. While a full understanding of the Platform features is required, additional knowledge about the solutions in use can also be beneficial.

Through either on-demand/self-paced learning or live/virtual training from a certified Archer trainer, your Archer Administrator can develop the necessary knowledge and skills to administer and maintain the Archer platform.

All Users	Business Owners	Administrators
• Getting Started with Archer • New User Essentials • Archer Solutions & Use Cases Overview <i>Green denotes free training</i>	• Archer Business Owner Essentials • Archer Searches, Reports, and Dashboards • What's New in Archer (an ongoing series)	• Archer Administrator Essentials • Archer Application Design Best Practices • Archer Advanced Workflow • Archer Data Feed Manager • Archer Questionnaires • Archer Calculated Fields • Archer Installation & Upgrade • Using Mail Merge with Archer • Archer Single Sign-On & LDAP • Archer Logs & Troubleshooting Tools Overview • Introduction to Archer APIs • Archer APIs Deep Dive & Lab • Troubleshooting Performance Issues in Archer • Packaging in Archer • Custom Objects in Archer • Archer Engage – The Basics & Beyond

3.2.2 On-Demand Materials: Vendor must provide on-demand digital training materials, video tutorials, or manuals for local agency-level end users.

Yes. complete solution documentation is publicly available in the Archer Community.

Archer Community

The Archer Community provides an easy-to-use, secure system offering a fast, intuitive way to manage cases, locate technical support solutions, download software, be informed of bug fixes, access online documentation and more. The Archer Community provides access to the same knowledge base as the Archer Technical Support team, ensuring that you can gain high quality, practical solutions to real-world problems. Moreover, customers can be notified of all product announcements, releases, fixes and more to dramatically reduce the time and cost of maintaining your Archer systems. The Archer Community is located at [Archer Community \(archerirm.community\)](https://archerirm.community). Additional information about Technical Support guidance can be found here: [Support](#).

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3.3 Architectural, RBAC & Dashboard Requirements:

3.3.1 Central WVOT Hub: The platform must provide a centralized dashboard for the WVOT Chief Information Security Officer (CISO) to view the aggregate, real-time compliance and risk posture of all state entities.

Archer's dashboards provide real-time insights to help stakeholders manage their business effectively. They combine quick links, graphical reports, and advanced searches into a single view, making it easy to monitor critical metrics at a glance. Built-in dashboards come ready to use and can be customized to fit an organization's specific needs. User-specific dashboards can also be created to deliver the right information to the right people—whether it is executives viewing a high-level risk overview or managers tracking activities by date, status, or risk rating. Additionally, general users can quickly access their tasks, requests, and related information through personalized dashboards.

Archer includes a built-in reporting engine that makes it easy to search, filter, and analyze data across the platform. Users can run reports using simple keywords or advanced filters—even across large data sets. Reports update in near real-time and can be exported or shared in multiple formats. Access controls ensure users only see data they're authorized to view. Archer also supports visual reporting with charts and graphs to help teams quickly spot trends and make informed decisions.

REQUEST FOR QUOTATION

Enterprise Governance, Risk, and Compliance (GRC) or Compliance Automation Platform

3.3.2 Granular, Role-Based Access Control (RBAC): The platform must enforce strict RBAC to ensure that local agency entities can only view, edit, or manage data within their own sandbox workspace. Agency users must be restricted to their own specific audit information, risk assessments, evidence lockers, and remediation plans.

Archer employs Role-Based Access Control (RBAC) to ensure users can only view and interact with data according to their assigned permissions.

An Access Role is a set of application-level and page-level rights that can be assigned to users or groups. These roles define CRUD (Create, Read, Update, Delete) privileges for individual pages within the system.

Additionally, Archer supports fine-grained access control at the field level, allowing administrators to configure who can view or update specific fields on a page.

3.3.3 Predefined Platform Roles: The platform must support predefined and custom roles, including *Agency Security Officer* (read/write internal), *External Auditor* (read-only to specific audit files), and *Executive Observer* (dashboard view only). Central WVOT administrators must retain global master access across all workspaces.

All use cases within the Archer Platform come with predefined access roles, which can be configured to meet the customer's specific requirements.

Archer employs Role-Based Access Control (RBAC) to ensure users can only view and interact with data according to their assigned permissions.

An Access Role is a set of application-level and page-level rights that can be assigned to users or groups. These roles define CRUD (Create, Read, Update, Delete) privileges for individual pages within the system.

Additionally, Archer supports fine-grained access control at the field level, allowing administrators to configure who can view or update specific fields on a page.

3.3.4 Executive Dashboards & Audit Exporting: The platform must include automated report generation capabilities, allowing WVOT and agencies to export executive dashboards, compliance summaries, and System Security Plans (SSPs) in standard formats (e.g., PDF, Excel, CSV) for external auditors and executive leadership.

The Archer Scheduled Report Distribution functionality enables clients to create reports within Archer and automatically extract and distribute them via email to specified users or provide a deep link for users to directly access the report within the Archer Platform.

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Records and reports can be exported in multiple formats, including Rich Text, PDF, Excel, Word, and CSV. Dashboards can be exported as PDF or PPTX files. Additionally, records can be exported to pre-defined Microsoft Word templates that incorporate Archer record fields as merge fields alongside static content, graphics, and other elements.

3.4 Platform Authentication & Single Sign-On (SSO):

3.4.1 Native Integration: The platform must natively support SAML 2.0 and OpenID Connect (OIDC) protocols to allow seamless federated Single Sign-On (SSO). MFA must be supported for the platform.

Archer SaaS supports Single Sign-On (SSO), allowing users to log in with their existing organizational credentials. It integrates with identity providers using SAML 2.0, including common platforms like Azure AD and Okta. No passwords are transmitted—only secure, encrypted authentication data is exchanged—ensuring a seamless and secure login experience.

Clients who want to use multi-factor authentication can use single sign-on to leverage their existing strong authentication mechanisms for network access via their IDP using SAML 2.0.

3.4.2 WVOT Tenant Authentication: The system must integrate directly with WVOT's centralized Microsoft Entra ID tenant to allow state-issued corporate credentials to authenticate users.

Archer focuses on integrating with identity providers through SAML 2.0 and SCIM for secure and efficient authentication processes and user management. SSO in SaaS utilizes Active Directory. Non-SSO access is based on user ID and password managed by the client Archer Admin.

3.5 Tiered and Modular Licensing Requirements:

3.5.1 The Core Tier (Mandatory for All Workspaces): Every workspace must include access to the core framework libraries (including WVCSF, NIST, and other industry-recognized standards), audit logging, RBAC, Entra ID SSO authentication, and the custom questionnaire engine.

Yes, Archer features one of the most extensive policy and control libraries in the IRM industry. It includes:

- A proprietary set of 1,200+ guiding standards organized through a unique custom IRM taxonomy.
- Alignment with several prevailing best practice frameworks like COBIT, PCI, and NIST 800-53.
- Companion repositories of external authoritative source requirements, supporting policies, technical control procedures, and assessment questions.

Archer's embedded IRM content libraries comprise hundreds of thousands of discrete mapping connections, enabling customers to drive a comprehensive IRM program out of the box.

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3.5.2 Continuous Control Monitoring (CCM) Add-On Module: The platform must allow WVOT to enable native API automated evidence collection strictly for select workspaces. The platform must natively support and pull configuration data from the State's existing infrastructure, which includes Microsoft Entra ID, Google Workspace, Palo Alto Networks, SentinelOne, and Active Directory.

Archer Continuous Controls Monitoring supports automated evidence collection using a library of integrations, and it builds an asset catalog that can be used to collect evidence for technical controls.

It connects through approved, read-only integrations with key enterprise systems to securely gather configuration and access data without making any changes. Approved, read-only integrations with key enterprise systems (cloud, identity, and IT systems) to securely gather configuration and access data without making changes.

3.5.3 Native Integration Maintenance: The Vendor is solely responsible for maintaining and updating these native API connectors throughout the life of the contract at no additional cost to the State.

Archer SaaS is a fully managed service, and all platform updates, patches, and fixes will be performed by Archer; all Archer clients are entitled to Enhanced Maintenance, which includes updates, patches, and 24 x 7 technical support.

Archer SaaS maintenance is primarily performed during uptime with rolling updates; planned downtime is announced at least five (5) days in advance, and emergency changes are announced a minimum of 24 hours in advance.

3.5.4 Third-Party Risk Management (TPRM) Add-On Module: The platform must allow WVOT to selectively enable the Vendor Risk Management module (for external vendor compliance tracking and questionnaire automation) for specific workspaces.

The Archer Third-Party Risk Management (TPRM) solution assesses risk at the engagement level across several categories and rolls up the risk to the third party profile level so you can gain an accurate picture of the risks posed by third parties based on the risk of individual engagements they are involved with.

The first step in the process is to complete an internal risk questionnaire to understand the risk added to the organization due to the engagement. The results of the Inherent Risk Assessment is rolled up into an overall inherent risk score for the engagement and from there, the TPRM teams can determine their strategy for conducting Due Diligence by creating or looking up a Due Diligence Checklist.

If needed, TPRM teams can create a Due Diligence Questionnaire and send to the third party via Archer Engage, our secure supplier portal. Additionally, the TPRM team can send out for Third Party Documents, to collect artifacts needed for the engagement assessment. Any unique risks can be identified via the risk application, which will enter into the ERM risk register, and any compensating controls the

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organization can conduct to mitigate the risks can be documented. The result of the Due Diligence activities can be summarized by an overall control effectiveness rating and then is subtracted from the inherent risk rating to determine an overall residual risk score for the engagement and the third party.

3.5.5 Implementation Timeline & Support: Vendor must provide dedicated implementation professional services to assist WVOT with the initial API integrations to the core security stack.

Implementation Timeframe

Estimated timeline is dependent upon the final scope of the project. The implementation of Archer's use cases is dependent upon a number of factors that include current state processes, current state tools being used, specific business requirements, integration requirements and other factors. Archer would need to further discuss and scope the appropriate level of effort for Client.

Typical timeline is 9 weeks dependent on specific scoping and planning.

Implementation Approach

Archer Professional Services uses a modified version of the Agile Methodology that is referred to as the Archer Implementation Methodology, or AIM. The implementation methodology consists of five steps for MVP deployment – Defining User Personas, Building User Stories, two week build and demo sprints, UAT, and Deployment to Production. The five deployment steps are:

- **Defining User Personas:** Understand, explore, and document the user base and groups within your organization that will use Archer and the GRC program.
- **Building User Stories:** Collaboratively work with stakeholders to conceptualize general business needs and functionality in the form of easy-to-understand User Stories and success criteria.
- **Build & Demo Sprints:** Create general proof of concept configurations to be demonstrated to ensure alignment to business needs. This process is conducted in iterations to refine the configuration to exact specifications based on provided OOB user stories and the configuration expectations listed in the Engagement Detail section above.
- **User Acceptance Testing (UAT):** User and systems integration testing (UAT & SIT), defect remediation, end user training, and deployment readiness. Testing will be no more than five business days. All testing will be conducted using the user story list from the final build of the last iteration.
- **Deploy to Production:** Allow end users to use the new features in a functional production environment leading to a continued improvement and release plan for operational value delivery.

Project Staffing

While specific project staffing will vary from client to client, following is a high-level recommendation for resources needed from Client for Archer implementation:

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Archer Resources

- **Project Sponsor:** Member of the management team who is responsible for escalations as well as project check-in, calls on a consistent basis
- **Project Manager/Sr Consultant:** This resource is responsible for being the first point of escalation. They are also responsible for ensuring that the project plan is updated and that the implementation is going smoothly. The project manager will be responsible for completing status reports as well as remaining in constant communication with the Client and Implementation Team.
- **Implementation Team:**
 - Solution Architect
 - Certified Consultant
 - Project Management SME

Key Client Resources

- **Project Sponsor:** The person with final authority over key project decisions. The project sponsor will confirm the high-level objectives of the engagement and provide final approval for project delivery as well as interim approval for project milestones as appropriate.
- **Solution Owner:** This is a resource enabled and willing to make all Design and Build decision and is ideally the process SME and Key Opinion Leader (resource that resources go to with questions or complaints about the process).
- **Project Manager:** Serves as the primary point-of-contact for the Archer team. Responsible for making tactical decisions regarding project delivery, coordinating Client resources, and communicating any project issues or desired changes in scope to the Archer team.
- **Functional SMEs:** Can be the same person as the solution owner. Subject Matter Expert responsible for providing clarification and validation of business requirements to be supported.
- **Technical SMEs:** Serves as the technical contact to grant access to third part systems or support architectural decisions related to the technical environment in which the solution will be deployed.
- **User Acceptance Testing Resources:** Utilized to confirm the team delivered what it intended to deliver and production readiness. Typically, a select group of end-users, or those who would be considered power users.

Archer Project Management

Archer Professional Services have deployed successful IRM Solutions for large and medium enterprises since IRM platforms were going through their initial stages of

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maturity and are industry experts at deploying Archer. In that time, we have used various methodologies to deploy these solutions and refined to an interactive methodology we refer to as Archer Implementation Methodology, (AIM). In adopting AIM, our SPOC (Single Point of Contact) plays an integral role in the business analysis function within the program team by aligning business analysis efforts with programmatic direction.

Specifically, the SPOC manages and enforces timelines, scope, quality and outcomes against Thresholds of Success for key activities and the business analysis activities for Client's use cases. Overseeing and managing business analysis, the Senior PM plays an essential role of bridging the business analysis efforts with the program management direction. The SPOC also teams with our Senior Architect and Senior Business Analyst, harmonizing the traceability and adaptability of the Archer Implementation Methodology.

For these reasons, the SPOC role is unique within this integrated team structure and requires a strong blend of business analysis experience and a technical background. Our project management function leverages business architecture techniques to help facilitate stakeholder workshops and promote alignment between the organizational vision and programmatic direction throughout business analysis and related change management efforts.

Data Migration

Data migrations are typically accomplished by following a general process of Build > Map > Migrate > Test > Transition:

- Build - Build the general Archer uses cases
- Map - Identify data to be migrated in source system followed by mapping the source data into the Archer build.
- Migrate - perform migration with various tools such as data feeds, CSV files, and API's
- Test - Ensure proper data placement and integrity
- Transition - Transition users to Archer system populated with data

Change Management

Documented change management policies and procedures are in place to guide personnel in standard and emergency change procedures. The nature of the changes performed by Archer in Archer SaaS include Archer Platform software upgrades and operating system patching. Changes are submitted through a change management system for review and approval. As part of the change request, certain requirements are documented including the following:

- Description of the change, including implementation details and user / client notifications
- Affected systems

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- Test status
- Backout plan
- Proposed date of change

Changes to deliverables require both parties to agree on the changes and sign an Archer Change Request Form. This is true for zero-cost changes to deliverables as well as any deliverable that will add time to the project. Archer PS is well-versed at finding other things to do while the signature process is underway, so it is very rare to have project work decrease or halt due to changes.

3.6 Custom Assessments & Framework Questionnaire Engine:

3.6.1 Custom Questionnaire Builder: The platform must feature a flexible, custom questionnaire engine allowing WVOT administrators to design, schedule, and distribute custom risk assessments to any activated workspace.

Archer lets you create questionnaire templates and send them to users on a scheduled or ad hoc basis. Different templates can be used based on data conditions within a record. Users can build custom questions, set display rules to show or hide questions dynamically, weight questions for automatic scoring, and track completion with built-in reporting.

3.6.2 Framework Specific Assessment Alignment: The tool must allow WVOT to map these custom questionnaires directly to the controls of the West Virginia Cyber Security Framework (WVCSF) as well as industry-standard frameworks such as NIST. When an agency answers a custom question and attaches evidence, the system must automatically score, cross-map, and update that agency's active maturity baselines across all selected frameworks simultaneously.

Yes. Archer has numerous predefined assessment templates aligned with numerous standards, frameworks, and other compliance obligations. Any built-in template can also be easily modified or new ones created through Archer's intuitive user interface. No coding or advanced administrative knowledge is required.

3.7 Hybrid Environment Tracking (Cloud & On-Premises):

3.7.1 Hybrid Operations Baseline: The platform must support concurrent hybrid compliance tracking capability inside individual sandboxed workspaces.

Yes, Archer can support this capability.

3.7.2 Automated Evidence Ingestion: Ability to ingest dynamic configuration checks from AWS, Azure, GCP, Active Directory, Cisco, and Palo Alto networks environments.

Archer supports ingesting data for automated evidence collection by uploading bulk data sets via import files or pulling them automatically from virtually any external

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source using Data Feed Manager or the REST API; pre-configured integrations are also available via the Archer Exchange. Archer Continuous Controls Monitoring uses a library of integrations to collect technical-control data for automated evidence collection and compliance status determination, and it can build an asset catalog from the collected data.

3.7.3 On-Premises Workflow Portals: Clean, workflow-driven portals for manual evidence gathering for legacy systems that cannot utilize direct automated validation checks to manually upload physical security proofs, System Security Plans (SSPs), and text/CSV configuration exports.

Archer's GRC use cases include out-of-the-box workflows that were designed with best practices in mind. In addition, Archer supports the ability for administrators to create new workflows and modify existing workflows using Archer's code-free configuration interface. For example, a workflow can update values in a record, send notifications, display different layouts to users depending on the workflow stage, and prompt users to take action or make a decision.

3.8 Risk Register & POAM Management:

3.8.1 POAM Tracking: The platform must include a centralized Risk Register capable of generating and tracking Plans of Action and Milestones (POAMs).

Yes. Archer provides a centralized risk register (single-level or hierarchical) to capture and track risks, and it supports generating and tracking POAMs by routing identified findings for treatment (including POAM) and tracking progress through resolution and closure. Risk treatments and remediation plans can also be documented and tracked to resolution, with proactive notifications to stakeholders.

3.8.2 Exception Workflows: The platform must support a formal Risk Exception workflow, allowing local agencies to submit exception requests and justification documentation for central WVOT CISO review and approval.

Yes. Archer supports a formal exception workflow with submission, review, and final acceptance or rejection, with each step tracked, assigned ownership, and monitored to completion.

3.9 Service Level Agreement (SLA) & Support:

3.9.1 System Uptime: The proposed SaaS platform must guarantee a minimum 99.9% system uptime.

Archer SaaS commits to an SLA of 99.5% uptime on a monthly basis.

3.9.2 Support Availability: The Vendor must provide standard technical support (minimum 8:00 AM - 5:00 PM EST, Monday through Friday) for central WVOT

administrators, with defined response times for critical system outages.

Yes. The Archer SaaS subscription includes Enhanced Support which provides for 24x7 (365 days year) technical support: Weekends and holidays, clients with an Enhanced Entitlement receive support for S1 & S2 cases.

Service Level Objectives

Archer has established guidelines for initial technical response, on-going work effort and communication frequency based on contracted support coverage and issue severity. Our service level objectives (SLOs) are intended to provide a framework for setting mutual expectations rather than to serve as a guarantee regarding Archer support resolution efforts.

The SLO timeframe varies based on the severity of the issue, the Support tier purchased, and whether this relates to an on premise or Archer hosted deployment. As an example, purchasing Enhanced Support adds extended support and increased service levels and escalation procedures.

Our SLO tables and detailed descriptions of the available support tiers (basic, enhanced, and personalized) and topics covered above can be found within the Archer Maintenance Agreement (for on premise deployments) and Support and Service Levels Agreement (for SaaS deployments), which are located on our website: [Standard Form Agreements \(archerirm.com\)](https://www.archerirm.com/StandardFormAgreements).

- Severity 1 (S1) Initial Target Response = 1 hour (24 x 7), Target Work Effort = Continuous 24x7 until relief identified
- Severity 2 (S2) Initial Target Response = 3 hours (24 x 7), Target Work Effort = Daily, during Client business hours
- Severity 3 (S3) Initial Target Response = 4 hours (9x5), Target Work Effort = Weekly during business hours
- Severity 4 (S4) Initial Target Response = 10 hours (9x5), Target Work Effort = Every other week during business hours

Call Handling Processes and Escalation Procedures

1. Frontline Support (FLS) – when a case is opened via phone, a FLS team member will be the client's initial point of contact (POC). The client's account/contact info. and support entitlement will be verified, detail gathered regarding the client's environment, a description of the problem and a case created.

Whether a case is submitted via the portal or phone, an FLS resource will review and depending on the request - assume ownership and continue working with the client or dispatch to an appropriate resource. FLS team is also responsible to assist with any Archer Community issues .

2. Technical Support Engineer (TSE) – TSE is responsible to resolve client-reported issues while working closely with other multi-functional teams. Provide feedback to Engineering for improving product quality and reliability. Determine priority levels while negotiating and setting expectations with clients. Document relevant information and ensure that the client is communicated with in a timely manner. Drive operational excellence through quality closures and proper escalation of issues if needed.

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3. Advanced Technical Support (ATS) – The FLS/TSE case owner engages with ATS when additional assistance/expertise is required to resolve a particularly difficult problem. The case owner remains the primary POC and if needed, the ATS resource will join calls with the case owner and client to assist with troubleshooting and resolution.

4. Escalation Manager (EM) – Escalation Manager is assigned to oversee the case from a holistic viewpoint. EM is responsible for evaluating the situation, facilitating the issue at a global level, and acting as an advocate on clients' behalf. Accuracy, execution and completion of the escalation process are the responsibility of the Escalation Manager.

5. Continuous Engineering (CE) – If a product defect is confirmed, the case owner will engage the CE team for remediation. Subsequent defect remediation is provided by CE in the form of a Cumulative Patch Release (CPR). The client is provided defect tracking information (subsequently listed in the product Release Notes) and the work effort is then undertaken by CE, resolving the Technical Support case.

Additionally, CE can be engaged if assistance is required to troubleshoot problems requiring the use of CE's diagnostic tools.

6. Hosted/SaaS Operations (OPS) – For requests relative to a client's Hosted or SaaS environment, including but not limited to - database backups/refreshes/restores, single sign on (SSO) implementation/troubleshooting, performance concerns, etc. – the case owner will engage OPS for assistance.

3.9.3 Agreement Submission: Vendor must provide a copy of all applicable maintenance, support, and SaaS subscription agreements prior to contract award for review and approval by the State of West Virginia.

Please see Attachments Archer SaaS Master Subscription Agreement.pdf; Archer SaaS Support and SLA Agreement.pdf

All Archer standard Form Agreements are publicly available in the Archer Legal Center at <https://www.archerirm.com/company/legal-center>

5 CONTRACT AWARD:

5.1 Contract Award: The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages.

Acknowledged.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing the information on Exhibit A and signing the page or entering pricing in OASIS.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or

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electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Acknowledged.

- 6 **PAYMENT:** Agency shall pay as shown on the Pricing Pages, for all Software Maintenance and Support. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 7 **FACILITIES ACCESS:** In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:
 - 7.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 7.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 7.3 Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.
 - 7.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 7.5 Vendor shall inform all staff of Agency's security protocol and procedures.

Acknowledged.

Technical Support does not connect to a client's system remotely. Archer uses Microsoft Teams for web conferencing, where the client shares their screen and does the "driving". We are merely observers and are advising/making recommendations for remediation.

8 **VENDORDEFAULT:**

- 8.1 The following shall be considered a vendor default under this Contract.
 - 8.1.3 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 8.1.4 Failure to comply with other specifications and requirements contained herein.
 - 8.1.5 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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REQUEST FOR QUOTATION

Enterprise Governance, Risk, and Compliance (GRC) or Compliance Automation Platform

8.1.6 Failure to remedy deficient performance upon request.

If the State selects Archer, we will negotiate in good faith the terms and conditions of an agreement to arrive at mutually acceptable terms. The final terms of the agreement will solely govern any agreement between us relating to Archer's provision of any products and provision of any applicable services contemplated by your RFP. Any terms or commitments, whether contained in your RFP or our response, will become part of the contract only if we both agree to do so during our contract negotiations. We look forward to the opportunity to discuss terms and pricing with you so that we arrive at mutually acceptable terms to govern our business relationship with you.

8.2 The following remedies shall be available to Agency upon default.

8.2.3 Immediate cancellation of the Contract.

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

8.2.5 Any other remedies available in law or equity.

If the State selects Archer, we will negotiate in good faith the terms and conditions of an agreement to arrive at mutually acceptable terms. The final terms of the agreement will solely govern any agreement between us relating to Archer's provision of any products and provision of any applicable services contemplated by your RFP. Any terms or commitments, whether contained in your RFP or our response, will become part of the contract only if we both agree to do so during our contract negotiations. We look forward to the opportunity to discuss terms and pricing with you so that we arrive at mutually acceptable terms to govern our business relationship with you.

9 MISCELLANEOUS:

9.1 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: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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Governance, Risk and compliance Automation Platform

APPENDIX A: WV SOFTWARE AS A SERVICE ADDENDUM

begins on next page.

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.

If the State selects Archer, we will negotiate in good faith the terms and conditions of an agreement to arrive at mutually acceptable terms. The final terms of the agreement will solely govern any agreement between us relating to Archer's provision of any products and provision of any applicable services contemplated by your RFP. Any terms or commitments, whether contained in your RFP or our response, will become part of the contract only if we both agree to do so during our contract negotiations. We look forward to the opportunity to discuss terms and pricing with you so that we arrive at mutually acceptable terms to govern our business relationship with you.

AGREED:

Name of Agency:_____

Name of Vendor: _ _ _ _ _

Signature: . _____

Signature: . _____

Title: _____

Title: . _____

Date: _____

Date: _ . _ _ _ _ _

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 **D**
No **0**

2. If yes to #1, does the restricted information include personal data?

Yes **a**
No

3. If yes to #1, does the restricted information include non-public data?

Yes **8**
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 **B**
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: _____



Archer Technologies LLC
13200 Metcalf Ave, Suite 300,
Overland Park, KS 66213

www.archerirm.com

Letter of Authorization

To Whom It May Concern,

This letter is to confirm that **vPrime Tech Inc**, a Texas Corporation, with its principal place of business located at 1400 Broadfield Boulevard, Suite 200, 77084-5162, TX, USA is an authorized reseller of **Archer Technologies LLC** products in the SLED, Federal, and commercial verticals.

Sincerely,

Archer Technologies LLC

By: *Russell Jenkins*

Name: Russell Jenkins

Title: Sr. Director, Sales Operations

**Request for Taxpayer
Identification Number and Certification**
Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) vPrime Tech Inc	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1400 Broadfield Boulevard, Suite 200 6 City, state, and ZIP code Houston, Texas 77084-5162 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

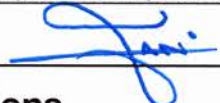
Social security number									
				-				-	
or									
Employer identification number									
8	6	-	1	7	4	4	9	1	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/05/2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE

ISSUED TO:
VPRIME TECH INC
1400 BROADFIELD BLVD 200
HOUSTON, TX 77084-5162

BUSINESS REGISTRATION ACCOUNT NUMBER: **2430-6116**

This certificate is issued on: **07/01/2022**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.