

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

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Master Agreement #: AR2489

Contractor: **SMARTRONIX, INC.**

Participating Entity: **STATE OF WEST VIRGINIA**

The following products or services are included in this contract portfolio:

- As described in the attached Statement of Work (SOW)

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** led by the State of *Utah* for use by the State of West Virginia authorized by that State's statutes to utilize State contracts with the prior approval of the West Virginia Purchasing Division.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of West Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the West Virginia Purchasing Division.
3. Access to Cloud Solutions Services Requires State CTO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the West Virginia Chief Technology Officer. The Chief Technology Officer means the individual designated by the Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of the state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Joel Parris / Smartronix
Telephone:	(317) 416-8541
Email:	JMParris@smartronix.com

**Participating Entity**

Name:	Justin McAllister / West Virginia Office of Technology
Telephone:	(304) 957-8184
Email:	Justin.T.McAllister@wv.gov

**5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- a. **The terms contained in the WV-96 attached hereto as Exhibit A.**
- b. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- c. **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.
- d. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The

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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.

- e. **MICROSOFT E/A:** The terms and conditions as defined and described in the current West Virginia Microsoft Enterprise Master Agreement (found at <http://www.state.wv.us/admin/purchase/swc/MSMENTPRZ17.pdf> ) are substituted in lieu of the Microsoft Corporate Enterprise Agreement attached with the Master Agreement.
- f. **CLOUD:** In lieu of term number 13 on the attached Software as a Service addendum, the following shall be inserted:

Security:

- a) At a minimum, the contractor'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 contractor shall execute well-defined recurring action steps that identify and monitor vulnerabilities, and provide remediation or corrective measures. Where the contractor's technology or the Purchasing Entity'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 contractor must ensure that applications used to interface with the contractor's technology remain operationally compatible with software updates.
  - c) Upon the Purchasing Entity's written request, the contractor shall provide a high-level network diagram with respect to connectivity to the Purchasing Entity's network that illustrates contractor's information technology network infrastructure.
6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of West Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master



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Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

- 7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: WV Office of Technology	Contractor: Smartronix, Inc.
Signature: 	Signature: 
Name: Justin McAllister	Name: Melinda Armsworthy
Title: Chief Financial Officer	Title: Director of Contracts
Date: 7/19/2019	Date: 7/18/19

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.**