



4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

April 9, 2018

Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

Attention: Jessica Chambers
RE: ISC1800000010

Dear Ms. Chambers:

Verizon is pleased to submit its proposal for Next-Gen Firewall Professional Services in response to CRFQ ISC1800000010.

Verizon combines over 18 years of security intelligence and intelligence gathered from one of the world's largest IP networks to help our customers. We gather intelligence from seven sources and apply it to our customers' business context.

Our Professional Services bring expertise to each stage of the technology life cycle. We help you plan for, design, implement, operate and manage the right technologies to improve the way your organization does business. We make IT solution management simple, so you can focus on running your organization. Our global team of more than 1,000 Professional Services experts is ready to help.

Verizon commits to provide the services as described in this Proposal. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia.

Sincerely,

Sandra Hawkins
Senior Account Manager
Authorized Contact

Verizon
304-356-3395
sandra.k.hawkins@verizon.com

4/9/18 14:13:14
Purchasing Division

NATURE OF PROPOSAL

This RFQ response is submitted to the West Virginia Department of Administration, Office of Technology (referred to herein as "Customer") by Verizon Business Network Services Inc. on behalf of its affiliate, MCI Communications Services, Inc. d/b/a Verizon Business Services (individually and collectively referred to herein as "Verizon"). Verizon does not consider this RFQ response as legally binding until Verizon's standard agreement & WV-96 are signed and a mutual understanding is reached. Verizon does not take exception to the RFQ terms and conditions. However, as permitted in the WV Purchasing Division's Procedures Handbook, Section 7.2.19, Verizon also submits additional service terms and conditions reflected in Verizon's standard agreement, which is incorporated and included in Verizon's response. Verizon is also willing to sign a WV-96 and understands Verizon's terms and conditions are in the last order of precedence and shall not supersede the WV-96 terms and conditions where a conflict arises.

Executive Summary

Mitigating threats and attacks is crucial to keeping your enterprise up and running. Continuously improving your security plan will help you avoid putting your citizen's data, IT assets, and reputation at risk:

- Develop risk management plans and resilient operations to support the changing connectivity landscape, improve services integrity and maintain availability.
- Monitor your network and IT systems 24x7 to manage the risk of non-availability of critical IT functions and business operations.
- Provide the security tools needed to respond quickly and effectively to a major security incident.
- Our approach is to be a trusted advisor focused on providing a full spectrum of business and technical guidance to help you create and take advantage of prime opportunities for greater success.
- Our consultants use robust and proven methodologies and state-of-the-art toolsets to build solutions that are scalable, flexible, vendor agnostic and extensible.

Today's state government has never been more connected and, as more of your state business goes digital, the threat of cyberattack grows. By teaming with a proven security provider, you can implement an effective security strategy that will allow you to remain connected, maintain business growth and keep customer trust intact.

Our understanding of West Virginia's objectives

The need to provide access to important information from a variety of devices and diverse locations in real time has never been greater. State and Local Governments across the country are undergoing digital transformation of their systems with the goal of increasing the speed of state business, expanding their reach, and providing a superior experience for their citizens. But as you establish connectivity with citizens, employees, partners, and vendors in the evolving digital era, the attack surface for cyber breaches grows daily – making your organization more vulnerable.

Every new technology and access point added to your operations increases risk to data integrity, information security, and leaves you susceptible to potential cyberattacks. A single malicious attack on your state could adversely impact revenues, increase costs, and damage your reputation.

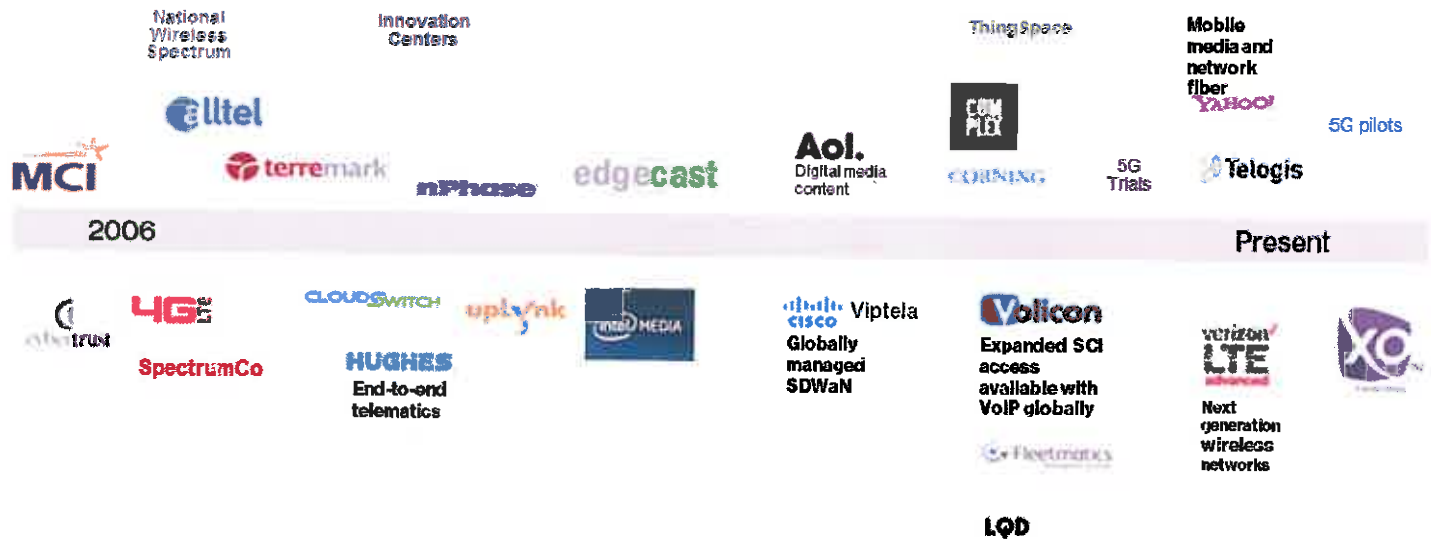
Cybercrime isn't just an issue for security professionals and practitioners. As organizations become more and more reliant on digital technologies, security has become an issue for the whole business. Understanding the risks and acting to mitigate those risks based on some of the steps and suggestions that we make systematically through the Data Breach Investigations Report will help organizations accelerate their digital transformation.

<http://www.verizonenterprise.com/verizon-insights-lab/dbir/2017/>

With massive amounts of data being transmitted and stored every minute, it is more important than ever to have a security plan in place to embed required levels of security, risk management and business continuity within your IT infrastructure to minimize potential disruption.

Over a decade of strategic acquisitions and innovation

In July 2007, Verizon acquired Cybertrust, a global provider of information security services to form “Verizon Security Solutions”. By combining Cybertrust’s global presence and customer base, focused information security expertise, and professional services with Verizon’s security portfolio, global IP network and financial strength, the acquisition created a powerful and unique player that has redefined the global security landscape.



We have a unique combination of security expertise and network knowledge making us one of only a few providers that can help businesses to secure their data, identities – and their customers’ confidence – from desktop to device, along their network and around the world.

Looking to the future, Verizon continues to push deeper into the digital ecosystem with innovations and advancements in emerging areas such as telematics, the Internet of Things and digital media. We drive innovation thru capital investments and new product development. Our incubator of new products and services

will help bring the future to our customers. We're using our network to make breakthroughs in interactive entertainment, digital media, broadband services, and the Internet of Things

Our Services

Managed & Professional Services

Verizon partners at every stage in the journey; with deep technical expertise, industry knowledge, and specialized skills in Security.

Advise

We help you identify the disruptors and desired outcomes and to build the right roadmap for digital acceleration.

Implement

Our service experts help lead the installation of your solutions providing technical, project management and adoption services.

Integrate

We integrate our technology with an ecosystem of leading technology providers to build custom solutions to help meet your business goals.

Manage

Our global, integrated managed services provide monitoring and management, allowing you to operate efficiently and focus on doing what you do best.

Governments are turning to trusted advisors to help plan and implement the right solutions at global scale.

We bring a highly talented team of skilled professionals, ready to support your goals, executing with the highest integrity and ethical standards. We help at every stage from advising and planning, to implementation and integration. We provide ongoing management and incident response services.

Security Products and Services	
Asset and Exposure Management Vulnerability Management Services Application Security and Vulnerability Management Professional Services Data Security Professional Services Mobile Security and M2M Security Professional Services	Network Security Enforcement and Protection Unified Security Services Managed Security Services DoS Protection Secure Gateway Unified Threat Management Advanced Security Program
Security Monitoring and Analytics Managed Security Services—Monitoring and Analytics Security Operations Center Services	Identity and Access Management Managed Certificate Services Identity and Access Management Professional Services
Incident Management and E-Discovery Investigative Response E-Discovery Services Cyber Threat Intelligence RISK Labs Critical Infrastructure Protection	Risk and Compliance Management Governance, Risk, and Compliance Professional Services PCI Compliance Professional Services Security Management Program

Security Intelligence

Verizon combines over 18 years of security intelligence and intelligence gathered from one of the world's largest IP networks to help our customers. We gather intelligence from seven sources and apply it to our customers' business context.

- Threat and Vulnerability Intelligence: tracking / analyzing new software vulnerabilities and attacks;
- Underground Intelligence: watching discussions, code sharing, and planning to see what's going on today, and what's on the horizon;
- ICSA Labs Intelligence: conducting security product testing on 400+ products as well as security consortia operations;
- Forensic Intelligence: gathering commonalities on the latest breach tactics and frauds;
- Managed Security Service Intelligence: data from IDS/IPS, firewall, and applications provide insight on what threats are real;
- Net Intelligence: with sensors on more than 1 million Verizon addresses combined with Netflow, HoneyNets, and HoneyPot data, we can determine patterns of malicious activity early, and pinpoint origins;
- Studies and Surveys: Verizon performs regular surveys and studies around security and evolving business needs.

Professional Services Overview

Get to know Professional Services

We help you plan for, design, implement, operate and manage the right technologies to improve the way you do business.

Bringing together new technology solutions with existing IT infrastructures, upgrading critical applications or finding better ways to manage cyber risks can be daunting. If it isn't handled right, it can even be disruptive. To save time and resources, and to keep your citizens' trust, you'll need an approach that's proven to work.

Our Professional Services bring expertise to each stage of the technology life cycle. We help you plan for, design, implement, operate and manage the right technologies to improve the way your organization does business. We make IT solution management simple, so you can focus on running your organization.

You can embrace the latest technologies to help improve your business model, strengthen ties between the IT organization with lines of business and look to future possibilities. Our global team of more than 1,000 Professional Services experts is ready to help.

Experience That Extends Beyond the Network

Verizon's Professional Services (PS) organization offers State of West Virginia extensive experience to help develop, implement, and manage technology efficiently while combatting complex business challenges. We deliver:

- Strategic expertise to help you leverage your existing infrastructure while migrating to powerful, next generation capabilities;
- End-to-end expertise across the lifecycle of your technology solutions, including planning, design, and implementation;
- Flexible delivery models to support your business on a project-by-project basis or via long-term outsourcing;
- Global implementation services supported by nearly 700 experts in more than 30 countries, coupled with a network of highly qualified partners;
- Vendor-inclusive solutions to help you get the most out of existing investments while exploring new solutions beyond simple software or equipment implementation.

Detailed Experience and Applied Expertise

Verizon has over 550 dedicated and highly skilled security consultants worldwide, that combined, hold more than 40 unique industry, technology and vendor certifications, including: ABCP, ACP, BSI, CBCP, CCNA, CCNP, CCIE, CCSA, CCSE, CCSI, CCSK, CEH, CEI, CGEIT, CISSP, CISA, CISM, CITP, CSE, CTT, CWSP, EnCE, G7799, GIAC, GSEC, HISP, HITRUST CSF, IRAP, ISO 2700x Lead Auditor, ITIL, MBCI, MCSA, MCSE, MCT, OPST, PMP, RHCE, SANS, SBCI, SQA, SCSA, SCSE.

Verizon Professional Security Services

Our information security services cover a wide range of security compliance and business risk requirements over five practice areas: Identity and Access Management; Governance, Risk, and Compliance; Payment Card Industry (PCI); Threat and Vulnerability Management; and Investigative Response and Forensics.

Identity and Access Management

The rise of data breaches and subsequent data privacy legislation and standards require organizations to secure data more rigorously. Verizon's Identity and Access Management (IAM) portfolio offers Assessment, Custom Support and Managed IAM Integration solutions to help efficiently manage user identities across multiple systems and applications.

Identity Management

Manage user and system access to resources



Access Management

Control to allow/deny access to protected resources



Data Protection

Ensure privacy of sensitive information through standardised processes and controls



Figure 1: Help ensure the right people have the right levels of access to physical and logical systems across your extended enterprise.

Our IAM solutions enable business functions, enhance security, centralize policy enforcement, safeguard against data loss and can reduce overall operational costs.

Governance, Risk and Compliance

Verizon's Governance, Risk, and Compliance (GRC) services drive the effective operation of security programs by:

- Helping ensure selected controls match business needs;
- Meeting and demonstrating compliance with government and industry regulations.

Payment Card Industry (PCI)

Verizon is one of the most trusted voices in the PCI Security community. And with good reason: we have one of the largest QSA teams in the world, and over 550 security professionals globally. We have conducted more than 4,000 assessments for 500 client organizations, many of which are large multinationals. In total, we have assessed more than 750,000 individual validation testing requirements. This means that we have an unrivalled perspective into the experiences that organizations in all kinds of industries and countries encounter during their governance, risk, and compliance programs

Threat and Vulnerability Management

In the face of changing technology and evolving security threats organizations need to do things differently. Protect your data and applications, address stringent security requirements, and defend your reputation—all while taking full advantage of technology-driven opportunities.

Using a risk-based approach, Verizon Threat and Vulnerability services offer enterprises guidance in developing a plan to protect valuable information and assets.

Threat and Vulnerability services help organizations foster customer trust and loyalty in a constantly evolving, always unpredictable security environment.

Benefits include:

- Security reviews and vulnerability assessments, which help to expose network and application weaknesses before they become a detriment to the business;
- Logical and actionable recommendations to improve your organizational security;
- A data-centric approach to help you manage information security compliance requirements.

By leveraging Verizon's expertise, you can proactively identify weaknesses and vulnerabilities in applications and systems before they are exploited by malicious individuals exposing and potentially expose your company to liability.

Verizon's Cyber Detection & Response

Verizon's Cyber Detection and Response solution provides integrated threat and incident management that safeguard you against today's advanced or targeted attacks.

Managed Security Service – Analytics

The rise of new technologies and systems being introduced to the workplace results in an ever-broadening spectrum of risk for state governments – in addition to the challenge of maintaining the security for all applications and devices. This risk can present itself in operational challenges, vulnerabilities, and evolving internet threats. In order to reduce your risk exposure, organizations like yours need a methodology and a security platform, which allows you to anticipate problems, take corrective action, and show results.

Managed Security Services – Analytics can help you improve incident detection and identify threats to your network quickly with our threat intelligence and analysis. Our global network and cyber risk insights mean we can help enhance your situational awareness, close the gap between time of compromise and time to discover, and strengthen your overall security. Our threat analytics use cases help you see beyond traditional network and edge threats, while relying on our team of expert analysts helps you control costs compared to hiring, training and retaining your own team.

Our Managed Security Service – Analytics harnesses the growing amount of data available to help address security issues. We continuously monitor log data for anomalies to focus on finding the needle in the haystack. You need to invest in a security solution that recognizes attacks and helps you to respond swiftly and adequately when an incident is detected. As a result, you can achieve an improved security posture.

Managed Security Services – Analytics, part of our MSS portfolio, helps you prepare to fight cyber threats by delivering:

- Extensive security operations and management experience
- Insights into security threats and activity from our Global IP backbone
- Advanced threat detection through security analytics
- 24x7 monitoring, analysis and alerting of potential threats
- Expand your visibility with monitoring of a wide range of data sources
- A dashboard with security status, risk briefings, and other incident information

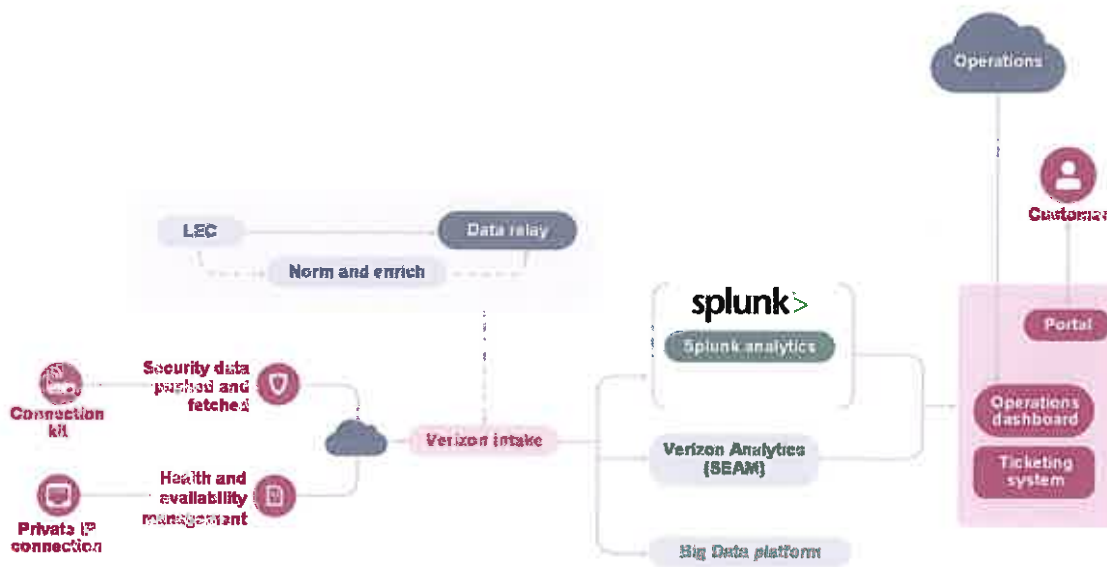


Figure 2 - Our advanced architecture allows for fast incident detection using comprehensive threat analysis that correlates customer data from multiple sources to identify threat patterns, incorporates SOC analyst feedback and generates analytics over a large data set.

Analysis and threat detection powered by intelligence

Managed Security Services – Analytics collects and analyzes information from your data sources to identify possible security incidents and potential indicators of compromise. Verizon's security analytics platform determines the threat posed by an anomaly using correlation rules, behavior analytics, sophisticated algorithms and patterns of behavior. These specific patterns are the result of research and threat analyses conducted by our cyber intelligence experts, and are composed of use cases, correlation reasons, watch lists, Data Breach Investigations Reports intelligence and "indicators of compromise" threat-based intelligence.

The power of this approach is in the correlation of events. Individually, data and events may appear harmless; however, when they are combined and correlated with other data a more harmful pattern and the true nature of the incident may appear.

Verizon's goal is to reduce the "noise" and alert you only to actionable incidents. West Virginia is alerted to potential incidents so you can respond with appropriate actions to protect your assets. You will benefit from Verizon's experience and expertise to reduce the impact of a security incident through early identification as an incident is happening or prevent an incident from gaining traction and escalating into a real loss of data or data breach.

Investigative Response and Forensics

When security threats arise, fast response is critical for containing your organization's risk and protecting your data and assets. The proficiency and speed with which you respond to threats can affect the level of your customers' trust and the competency with which an event is handled can make as many headlines as the event itself. Furthermore, improper or insufficient evidence handling can adversely affect the outcome of criminal and/or civil court proceedings, resulting in negative press that could be detrimental to your organization's reputation, stockholders, and employees.

Verizon's Investigative Response is a benchmark in the digital forensics, computer incident response, and IT investigative arenas. We have investigated over a quarter of publicly visible data breach investigations around the globe through our computer forensics labs.

Verizon investigators span the globe and have handled, prepared case evidence for, and served as expert witnesses for some of the world's most publicly recognized cyber security incidents. We offer the intelligence, the analysis expertise, and the experience to not only track nefarious activity, but to assess how it impacts your risk and how to best defend against it.

In addition, Verizon is well versed in government/provincial legal requirements for digital forensics investigations, and continues to lead the industry with best practices. Our Data Breach Investigations Report is a testament to our expertise, and in the past three years, the United States Secret Service has collaborated with us to publish an unrivalled report.



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 427118

Doc Description: Addendum 1-Next-Gen Firewall Professional Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-27	2018-04-10 13:30:00	CRFQ 0210 ISC1800000010	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a
 Verizon Business Services
 4700 MacCorkle Av SE., Charleston, WV 25304
 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

Marsha K Harrell

FEIN # 47-0751768

DATE

4/3/2018

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

Marsha K Harrell
 Senior Analyst
 Contract Management

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for Next-Generation Firewall professional services for its existing Palo Alto Next-Generation Firewall infrastructure per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.4 Network Enterprise Architect	100.00000	HOUR	\$144.00	\$14,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.5 Next Generation Firewall Engineer	100.00000	HOUR	\$184.00	\$18,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.6 Next-Generation Firewall Consultant	100.00000	HOUR	\$168.00	\$16,800.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.7 Project Manager/Coordinator	100.00000	HOUR	\$176.00	\$17,600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.8.2 Next Gen Firewall Training Onsite	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.8.3 Next Gen Firewall Training Remote	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.9 Network Enterprise Architect - Optional Year 2	100.00000	HOUR	\$144.00	\$14,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.9 Next Generation Firewall Engineer - Optional Year 2	100.00000	HOUR	\$184.00	\$18,400.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 Next-Generation Firewall Consultant - Optional Year 2	100.00000	HOUR	\$168.00	\$16,800.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.10 Project Manager/Coordinator - Optional Year 2	100.00000	HOUR	\$176.00	\$17,600.00

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Extended Description :

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.9 Next Gen Firewall Training Onsite - Optional Year 2	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.9 Next Gen Firewall Training Remote - Optional Year 2	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.9 Network Enterprise Architect - Optional Year 3	100.00000	HOUR	\$144.00	\$14,400.00

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.9 Next Generation Firewall Engineer - Optional Year 3	100.00000	HOUR	\$184.00	\$18,400.00

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3.1.9 Next-Generation Firewall Consultant - Optional Year 3	100.00000	HOUR	\$168.00	\$16,800.00

Comm Code	Manufacturer	Specification	Model #
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Extended Description :

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INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	3.1.9 Project Manager/Coordinator - Optional Year 3	100.00000	HOUR	\$176.00	\$17,600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3.1.9 Next Gen Firewall Training Onsite - Optional Year 3	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	3.1.9 Next Gen Firewall Training Remote - Optional Year 3	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	3.1.9 Network Enterprise Architect - Optional Year 4	100.00000	HOUR	\$144.00	\$14,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	3.1.9 Next Generation Firewall Engineer - Optional Year 4	100.00000	HOUR	\$184.00	\$18,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	3.1.9 Next-Generation Firewall Consultant - Optional Year 4	100.00000	HOUR	\$168.00	\$16,800.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	3.1.9 Project Manager/Coordinator - Optional Year 4	100.00000	HOUR	\$176.00	\$17,600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	3.1.9 Next Gen Firewall Training Onsite - Optional Year 4	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
8111C000			

Extended Description :
A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	3.1.9 Next Gen Firewall Training Remote - Optional Year 4	10.00000	DAY	\$168.00	\$1,680.00

Comm Code	Manufacturer	Specification	Model #
8111C000			

Extended Description :
A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

Totals Y1-4 1,680 Total Hours \$282,240.00



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

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 427118

Doc Description: Addendum 1-Next-Gen Firewall Professional Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-27	2018-04-10 13:30:00	CRFQ 0210 ISC1800000010	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Services Inc., on behalf of MCI Communications Inc., d/b/a Verizon Business Services
 4700 MacCorkle Av SE., Charleston, WV 25304
 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *Marsha K. Harrell* FEIN # 47-0751768

DATE 4/3/18

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

Marsha K Harrell
 Senior Analyst
 Contract Management

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for Next-Generation Firewall professional services for its existing Palo Alto Next-Generation Firewall infrastructure per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.4 Network Enterprise Architect	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.5 Next Generation Firewall Engineer	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.6 Next-Generation Firewall Consultant	100.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.7 Project Manager/Coordinator	100.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.8.2 Next Gen Firewall Training Onsite	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.8.3 Next Gen Firewall Training Remote	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.9 Network Enterprise Architect - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.9 Next Generation Firewall Engineer - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 Next-Generation Firewall Consultant - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.10 Project Manager/Coordinator - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.9 Next Gen Firewall Training Onsite - Optional Year 2	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.9 Next Gen Firewall Training Remote - Optional Year 2	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.9 Network Enterprise Architect - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.9 Next Generation Firewall Engineer - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3.1.9 Next-Generation Firewall Consultant - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	3.1.9 Project Manager/Coordinator - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3.1.9 Next Gen Firewall Training Onsite - Optional Year 3	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	3.1.9 Next Gen Firewall Training Remote - Optional Year 3	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	3.1.9 Network Enterprise Architect - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	3.1.9 Next Generation Firewall Engineer - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	3.1.9 Next-Generation Firewall Consultant - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	3.1.9 Project Manager/Coordinator - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	3.1.9 Next Gen Firewall Training Onsite - Optional Year 4	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	3.1.9 Next Gen Firewall Training Remote - Optional Year 4	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

SOLICITATION NUMBER: CRFQ ISC1800000010

Addendum Number: No.01

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to address additional technical questions received.
2. To extend the bid opening a week.

No other Changes.

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

Terms and Conditions:

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

ATTACHMENT A

Technical Questions
CRFQ ISC18*10

1. Question: Page 33 of 43, #2. Definitions, #2.2 "Pricing Page" references Exhibit A, for Vendor to list proposed prices. Can the Exhibit A be provided?

Disregard the reference to Exhibit A. The pricing page being used on this solicitation is the commodity lines in Oasis.

2. Question: Can an extension be granted to allow for the state to release the answers to questions?

Yes, the State will grant an extension of one week.

3. The CRFQ lists a certification requirement of Certified Professional Services Partner (CPSP) for architecture, engineering, consulting, & project management; what are the certification requirements regarding training? (Partners with PaloAlto certified trainers are considered an Authorized Training Center (ATC)).

Yes, the State requires training offered through an Authorized Training Center. 3.1.8.1 has been updated to reflect this.

4. What is the level of certification requested for project management certifications? PMP from PMI?

3.1.7.1 outlines the requirements for project management experience.

5. Is there interest in identifying 'proximity' of assets for architecture, engineering, consulting, project management, & training?

The State is unsure what is being asked. The Office of Technology manages an enterprise network of approximately 20,000 users and 35,000 devices. The existing Palo Alto Networks firewall implementation is intended for enterprise services, such as enterprise network boundary protection and virtual private network (VPN) services.

6. How will the 'blocks of time' for architecture, engineering, consulting, project management, & training be consumed by WV-OT? Do you anticipate a 'minimum' block of time? Will 'remote time' have a different 'block of time' than on-site time?

Each potential engagement of the contract will be scoped by a Statement of Work, agreed upon by both parties. There is no requirement to outline or establish a 'minimum' block of time. To enable cost-effective professional services, the state is open to remote work of the services. An exception is outlined with specification 3.1.8.2, for on-site training.

7. I was reviewing the request for firewall services and had a quick question. Are the services requested to be used for existing equipment or will there be new equipment installed? If existing equipment will be in place would you be able to elaborate on the OEM?

The State intends to leverage the existing enterprise-grade Palo Alto Networks firewalls.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Verizon Business Services Inc, on behalf of MCI
Communications Inc., d/b/a Verizon Business Services

Company

Marsha K. Harrell

Authorized Signature

Marsha K Harrell
Senior Analyst
Contract Management

4/3/18

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



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

State of West Virginia
 Request for Quotation
 21 -- Info Technology

Proc Folder: 427118

Doc Description: Next-Gen Firewall Professional Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-03-08	2018-04-03 13:30.00	CRFQ 0210 ISC1800000010	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services
 4700 MacCorkle Av SE., Charleston, WV 25304
 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

Marsha K. Harrell

FEIN# 47-0751768

DATE

4/3/2018

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

Marsha K Harrell
 Senior Analyst
 Contract Management

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for Next-Generation Firewall professional services for its existing Palo Alto Next-Generation Firewall infrastructure per the specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.4 Network Enterprise Architect	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.5 Next Generation Firewall Engineer	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.6 Next-Generation Firewall Consultant	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.7 Project Manager/Coordinator	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.8.2 Next Gen Firewall Training Onsite	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.8.3 Next Gen Firewall Training Remote	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.9 Network Enterprise Architect - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.9 Next Generation Firewall Engineer - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 Next-Generation Firewall Consultant - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.10 Project Manager/Coordinator - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.9 Next Gen Firewall Training Onsite - Optional Year 2	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.9 Next Gen Firewall Training Remote - Optional Year 2	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.9 Network Enterprise Architect - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.9 Next Generation Firewall Engineer - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3.1.9 Next-Generation Firewall Consultant - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	3.1.9 Project Manager/Coordinator - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3.1.9 Next Gen Firewall Training Onsite - Optional Year 3	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	3.1.9 Next Gen Firewall Training Remote - Optional Year 3	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	3.1.9 Network Enterprise Architect - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	3.1.9 Next Generation Firewall Engineer - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	3.1.9 Next-Generation Firewall Consultant - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	3.1.9 Project Manager/Coordinator - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	3.1.9 Next Gen Firewall Training Onsite - Optional Year 4	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	3.1.9 Next Gen Firewall Training Remote - Optional Year 4	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

ISC1800000010	Document Phase Final	Document Description Next-Gen Firewall Professional Services	Page 12 of 12
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Division
 2018 Washington Street East
 Post Office Box 60130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 427118

Doc Description: Next-Gen Firewall Professional Services

Proc Type: Central Master Agreement

Date Issued	Solicitation Class	Solicitation No	Version
2018-03-08	2018-04-03 15:30:00	CRFQ 0210 ISC1800000010	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/ba Verizon Business Services
 4700 MacCorkle Av SE., Charleston, WV 25304
 (304)356-3395

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X *Marsha K. Harrell* FEIN # 47-0751768 DATE *4/3/18*

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

Marsha K Harrell
 Senior Analyst
 Contract Management

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for Next-Generation Firewall professional services for its existing Palo Alto Next-Generation Firewall infrastructure per the specifications and terms and conditions as attached.

INVOICE TO	SHIP TO
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	3.1.4 Network Enterprise Architect	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	3.1.5 Next Generation Firewall Engineer	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	3.1.6 Next-Generation Firewall Consultant	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
 3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	3.1.7 Project Manager/Coordinator	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
 Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	3.1.8.2 Next Gen Firewall Training Onsite	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	3.1.8.3 Next Gen Firewall Training Remote	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	3.1.9 Network Enterprise Architect - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	3.1.9 Next Generation Firewall Engineer - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
 Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	3.1.9 Next-Generation Firewall Consultant - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :
 3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	3.1.10 Project Manager/Coordinator - Optional Year 2	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	3.1.9 Next Gen Firewall Training Onsite - Optional Year 2	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	3.1.9 Next Gen Firewall Training Remote - Optional Year 2	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	3.1.9 Network Enterprise Architect - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
B1110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	3.1.9 Next Generation Firewall Engineer - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	3.1.9 Next-Generation Firewall Consultant - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	3.1.9 Project Manager/Coordinator - Optional Year 3	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	3.1.9 Next Gen Firewall Training Onsite - Optional Year 3	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	3.1.9 Next Gen Firewall Training Remote - Optional Year 3	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	3.1.9 Network Enterprise Architect - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	3.1.9 Next Generation Firewall Engineer - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	3.1.9 Next-Generation Firewall Consultant - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

3.1.6.1 Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	3.1.9 Project Manager/Coordinator - Optional Year 4	100.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

Project Manager/Coordinator with, at least, three(3) years of experience in information technology project management.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	3.1.9 Next Gen Firewall Training Onsite - Optional Year 4	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	3.1.9 Next Gen Firewall Training Remote - Optional Year 4	10.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description :

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

ISC1800000010	Document Phase Draft	Document Description Next-Gen Firewall Professional Services	Page 12 of 12
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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. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. 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.

All Vendors should arrive prior to the starting time for the pre-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.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. 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 in order 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **March 22, 2018 at 9:00 AM (EST)**

Submit Questions to: Jessica.S.Chambers@wv.gov
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Jessica.S.Chambers@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Jessica Chambers
SOLICITATION NO.: CRFQ ISC1800000010
BID OPENING DATE: 04/03/2018
BID OPENING TIME: 1:30 PM (EST)
FAX NUMBER: (304)558-3970

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. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

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).

Bid Opening Date and Time: April 3, 2018 at 1:30PM (EST)

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 Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 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. ALTERNATES:** 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 should 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.
- 11. 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.
- 12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, 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.
- 13. 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.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) 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. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. 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.

19. 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.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

23. 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 § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of one (1) year(s).

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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

Revised 02/16/2018

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

Open End Contract: Quantities listed in this Solicitation 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.

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

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

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$1,000,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

\$1,000,000.00

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: \$3,000,000.00

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

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

10. [Reserved]

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

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.

14. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

Verizon Response: Verizon's preferred payment options are 1) electronic Automated Clearing House (ACH) payment; 2) electronic bank account Wire Transfer; or 3) paper check payment. Both electronic payment options can be set up through the customer's account on Verizon's online billing portal, the VEC.

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

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia 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.

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

20. TIME: Time is of the essence with regard to 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 31. 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>.

32. 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.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.c, 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.

34. 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

40. 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.

41. 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.requisitions@wv.gov.

42. 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

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Protective Services for purposes of verifying compliance with this provision. 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.

43. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

44. 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.

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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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Sandra Hawkins, Senior Client Partner

(Name, Title)

Sandra Hawkins, Senior Client Partner

(Printed Name and Title)

4700 MacCorkle Av SE., Charleston, WV 25304

(Address)

304-356-3395/304-356-3590

(Phone Number) / (Fax Number)

sandra.k.hawkins@verizon.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Verizon Business Network Services Inc., on behalf of MCI Communications Svc Inc
d/b/a Verizon Business Services

(Company)

Marsha K. Harrell

(Authorized Signature) (Representative Name, Title)

Marsha K Harrell

Senior Analyst
Contract Management

(Printed Name

representative)

(Date)

4/3/18

304-356-3395/304-356-3590

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish an open-end contract for Next-Generation Firewall professional services for its existing Palo Alto Next-Generation Firewall infrastructure. The resulting contract will support a phased implementation approach for implementing advanced security capabilities on the State's enterprise network. The State intends to leverage, as necessary, the professional services outlined within these specifications.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means the list of services identified in Section 3.1 below and on the Pricing Pages, as more fully described in these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **GENERAL REQUIREMENTS:**
 - 3.1. **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1. Vendor must be a Palo Alto Networks certified professional services partner and provide proof of that certification upon request.
 - 3.1.2. Vendor must agree to an open-end contract method, where prior to each potential engagement of services a Statement of Work will be drafted and mutually agreed upon by both parties. After a SOW is finalized, each engagement will be initiated by the State via Delivery Order that incorporates the SOW.
 - 3.1.3. Vendor must be willing to provide the resumes of all personnel associated with services prior to Statement of Work being approved by the State and Delivery Order being issued.

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REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

3.1.3.1. The resumes must include, at minimum, the individual's education, experience, and industry certifications. The State reserves the right to independently verify any and all information provided.

3.1.4. Network Enterprise Architect

3.1.4.1. Vendor must provide a Network Enterprise Architect with, at least, five (5) years' experience in the design, implementation, configuration and management of a large network enterprise of over 20,000 users and 35,000 devices.

3.1.4.2. Vendor must provide hourly rate of a Network Enterprise Architect whom the State may utilize.

3.1.5. Next-Generation Firewall Engineer

3.1.5.1. Vendor must provide Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

3.1.5.2. Vendor must provide a Next-Gen Firewall Engineer with the Palo Alto Networks Certified Network Security Engineer (PCNSE) certification.

3.1.5.3. Vendor must provide hourly rate of a Next-Gen Firewall Engineer whom the State may utilize.

3.1.6. Next-Generation Firewall Consultant

3.1.6.1. Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

3.1.6.2. Vendor must provide hourly rate of a Next-Gen Firewall Consultant whom the State may utilize.

3.1.7. Project Manager/Coordinator

REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

3.1.7.1. Vendor must provide a project manager with, at least, three (3) years of experience in information technology project management.

3.1.7.2. Vendor must provide hourly rate of a Project Manager/Coordinator whom the State may utilize.

3.1.8. Next-Generation Firewall Training Services

3.1.8.1. Vendor must provide Next-Generation Firewall training services. The Vendor must offer on-site and remote training options that the State can utilize at its discretion.

3.1.8.2. Vendor must provide a daily rate for on-site training by a Next-Generation Firewall Trainer for up to 5 students. The State will not reimburse the Vendor for any overhead costs, i.e., travel, accommodations, materials, etc. The Vendor should build any miscellaneous training costs into its daily rate.

3.1.8.3. Vendor must provide daily rate for remote training by a Next-Generation Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution. The State will not reimburse the Vendor for any overhead costs, i.e., training materials. The Vendor should build any miscellaneous training costs into its daily rate.

3.1.9. Vendor must include in its bid the cost of optional annual renewals for years 2, 3, and 4. These optional annual renewals will be initiated by the West Virginia Office of Technology and agreed upon by the Vendor and will be processed as a Change Order to the original contract.

4. CONTRACT AWARD:

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

4.2 Pricing Page: Vendor should complete the Pricing Page by entering the unit cost and extended cost into the Pricing Page. 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.

Revised 12/12/2017

REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

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

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Jessica.S.Chambers@wv.gov

5. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
6. **PAYMENT:** Agency shall pay hourly or daily rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
7. **DELIVERY AND RETURN:**

7.1. **Delivery Time:** Vendor shall deliver standard orders within 30 working days, unless otherwise specified and agreed upon in the SOW. Vendor shall deliver emergency orders within 15 working day(s) after orders are received, unless otherwise specified and agreed upon in the SOW. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

7.2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3. **Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the

REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

8. VENDOR DEFAULT:

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

8.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2. Failure to comply with other specifications and requirements contained herein.

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

8.1.4. Failure to remedy deficient performance upon request.

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

8.2.1. Immediate cancellation of the Contract.

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

8.2.3. Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.2. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

- 9.3. Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.4. 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.
- 10. Travel:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 11. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Next Generation Firewall Professional Services (OT18124)

12. VENDOR DEFAULT:

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

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

12.1.2. Failure to comply with other specifications and requirements contained herein.

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

12.1.4. Failure to remedy deficient performance upon request.

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

12.2.1. Immediate cancellation of the Contract.

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

12.2.3. Any other remedies available in law or equity.

13. MISCELLANEOUS:

13.1. **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: Sandra Hawkins
Telephone Number: 304-356-3395
Fax Number: 304-356-3590
Email Address: sandra.k.hawkins@verizon.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE: Verizon Business Services Inc., on behalf of MCI Communications

Vendor's Name: Services Inc. d/b/a Verizon Business Services

Authorized Signature: Marsha K Harrell Date: 4/3/18

State of Mississippi Marsha K Harrell
Senior Analyst
Contract Management

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of April, 2018

My Commission expires May 3, 2021.

AFFIX SEAL HERE



NOTARY PUBLIC

Karen Blue Johnson

Purchasing Affidavit (Revised 01/19/2018)

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:
Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:
Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:
Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Verizon Business Services

Signed: Marsha K. Harrell

Date: 4/3/18

Title: _____

Marsha K Harrell
Senior Analyst
Contract Management

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education; Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

Revised October 7, 2017

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts
(Required by *W. Va. Code* § 6D-1-2)

Contracting Business Entity: Verizon Business Services **Address:** One Verizon Way
Basking Ridge NJ 07920

Authorized Agent: Sandra Hawkins **Address:** 4700 MacCorkle Av SE Charleston WV
ISC1800000010

Contract Number: _____ **Contract Description:** Next-Gen Firewall Prof Svcs

Governmental agency awarding contract: State of WV

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. **Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

2. **Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

3. **Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Marsha K. Harrell

Date Signed: 4/3/18

Notary Verification

Marsha K Harrell
Senior Analyst
Contract Management

State of Mississippi, County of Hinds:

I, Marsha K. Harrell, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 3rd day of April, 2018

Karen Blue Johnson
Notary Public's Signature



To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised October 7, 2017

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** -- Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** -- Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** -- The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** -- Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** -- Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** -- Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** -- Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** -- Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUS OF LIMITATIONS** -- Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** -- Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** -- The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** -- Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** -- The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** -- Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** -- Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** -- Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** -- Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** -- Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** -- Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** -- Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** -- All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** -- All deliveries under the agreement will be FOB Destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:

State of West Virginia

Spending Unit: Dept. of Administration, Office of Technology

Signed: _____

Title: _____

Date: _____

Verizon Business Network Services Inc. on behalf of
MCI Communications Services, Inc. d/b/a Verizon Business Services

Company Name: _____

Signed: Marsha K. Harrell

Title: _____

Date: 4/3/18

Marsha K Harrell
Senior Analyst
Contract Management

VERIZON BUSINESS SERVICE AGREEMENT

Verizon Business Network Services, Inc. on behalf of: MCI Communications Services, Inc. d/b/a Verizon Business Services One Verizon Way Basking Ridge, NJ 07920 By: <u>Marsha K. Harrell</u> Name: Marsha K Harrell Title: <u>Senior Analyst</u> Date: <u>4/3/18</u> <u>Contract Management</u>	State of West Virginia Dept. of Administration, Office of Technology Address: By: _____ Name: _____ Title: _____ Date: _____
--	---

TERMS AND CONDITIONS

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Customer. This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is effective the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon, except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after the dates, if any, set forth in attachments or exhibits to this Agreement.

Customer Consent to Use of CPNI (Not Applicable to Arizona Customers). In order to better serve Customer by offering additional products and services, Verizon, Verizon Wireless and their affiliates (the "Verizon Companies") may need to use and share certain Customer information as described herein. The Federal Communications Commission ("FCC") and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers' telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that, under law, they have a duty to protect, and Customer has a right to protection of, the confidentiality of CPNI. By signing this Agreement, Customer grants the Verizon Companies permission to use, to permit access to, and to disclose Customer's CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer Customer their current and future products and services. Customer represents that it has the authority to consent, and does consent, on behalf of its current and future affiliates that receive services and products from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to Customer upon Customer's request. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com. This is the only way to withdraw consent for the Verizon Companies' use and sharing of Customer's CPNI and Confidential Information, as described above, and all other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of services to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Cellco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

1. **Services.** Verizon will provide the products and services ("Services") in the Service Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.

2. **Term and Survival.** The "Initial Term" begins on the Effective Date and ends upon the completion of twelve (12) months, at which time the Agreement may be mutually extended ("Extended Term") for three (3) additional twelve (12) month

The terms of this Agreement will continue to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>. If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.
4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services III pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).
5. **Annual Volume Commitment.** Customer agrees to pay Verizon no less than Zero Dollars (\$0.00) in Total Service Charges (defined below) in each twelve-month period during the Initial Term ("Contract Year"), which is the annual volume commitment ("AVC"). "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, excluding Taxes, Governmental Charges, equipment, Verizon ILEC, Verizon Wireless, non-recurring, goods and services acquired by Verizon as Customer's agent, international access that is passed-through (Type 3/PTT) or provided by Verizon (Type 1) and other charges expressly excluded by this Agreement.
6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Term, Customer shall pay an "Underutilization Charge" equal to 0% of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to 0% of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term, plus (ii) a pro rata portion of any and all credits received by Customer.
7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the lesser of: (a) 1.5% per month, or (b) the maximum amount allowed by applicable law. If Customer's account(s) reflect a credit balance, Customer must designate, in writing, within such 30 days the account(s) and charges to which such credit balances are to be applied; Verizon may elect to apply any undesignated credit balance(s) to the account(s) with the oldest unpaid charges. For the avoidance of doubt, the foregoing credit balances will only be applied to accounts for the same Customer entity. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.
8. **Termination; Disconnection Notice.** Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other

matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

9. **Confidential Information.** Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own similar Confidential Information (but no less than a reasonable degree of care). Such a party may disclose the other party's Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its Affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of a written agreement at least as protective of the other party's Confidential Information as the related terms of this Agreement. In any case, a party is responsible for the treatment of Confidential Information by any third party to whom it discloses it under the preceding sentence. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the other party's business affairs, customers, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as Confidential Information of the party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Verizon may share Confidential Information for the purposes described in the paragraph entitled "Customer Consent to Use of CPNI" above. Confidential Information (excluding CPNI that is also Confidential Information) remains the property of the disclosing party and, upon request of the disclosing party, must be returned or destroyed at the end of this Agreement or the applicable Contract. If there is a breach or threatened breach of this confidentiality provision, the disclosing party will be entitled to seek specific performance and injunctive or other equitable relief as a non-exclusive remedy. This clause does not prevent a party from announcing the existence of the terms of this Agreement or the applicable Contract internally (e.g., to its employees and Affiliates). Verizon shall not be deemed to have received, obtained, discovered, processed, stored, maintained, been given or required access to Customer Confidential Information or Customer sensitive personal data, solely by virtue of the fact that (i) Customer receives, transmits, obtains or otherwise exchanges such information through its use of the Services (including without limitation any of Verizon's voice, data, and/or Internet services included in the Services) or (ii) Verizon's Services to Customer may involve the hosting, collocation, transport or other similar handling of such information. Customer is responsible for taking steps to protect the confidentiality and integrity of information, including without limitation Customer Confidential Information or Customer sensitive personal data, that it receives, transmits, obtains or otherwise exchanges with third parties through its use of the Services, by using, for example, encryption or other security measures for its network transmissions.

10. **Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.**

10.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

10.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

10.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

10.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

10.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

10.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

11. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

12. Disclaimer of Certain Damages/Limitation of Liability.

12.1 **Disclaimer of Certain Damages.** No party to this Agreement is liable to any other for any indirect, consequential, exemplary, special, incidental or punitive damages, or for loss of use or lost business, revenue, profits, savings, or goodwill, arising in connection with this Agreement, the Services, related products, or documentation, even if the party has been advised, knew or should have known of the possibility of such damages. Nonetheless, each party is liable to the other party for consequential damages resulting from a breach of its confidentiality obligations under Section 9 (Confidential Information) of this Agreement.

12.2 **Limitation of Liability.** Without limiting the provisions of the Disclaimer of Certain Damages sub-section above, the total liability of either Customer or Verizon in connection with this Agreement and the Services is limited to the lesser of (i) direct damages proven by the claiming part(ies) or (ii) the aggregate amounts paid by Customer to Verizon under this Agreement for the six months prior to accrual of the latest cause of action for which the limitation of liability under this sub-section is being calculated (excluding amounts for equipment and the Services of Verizon ILECs, Cybertrust, and Verizon Wireless). Verizon's liability with respect to individual Services may also be limited pursuant to other terms and conditions of this Agreement.

12.3 **Exclusions.** The Limitation of Liability sub-section above does not limit (A) any party's liability: (i) in tort for damages proximately caused by its willful or intentional misconduct, or by its gross negligence, or (ii) where mandatory local law does not allow the limitation, (B) Customer payment obligations under this Agreement, (C) Verizon obligations to provide credits and waivers under this Agreement or (D) any party's indemnification obligations under this Agreement. The liability restrictions in this section apply whether liability is asserted in contract, warranty, tort or otherwise (including negligence, strict liability, misrepresentation, and breach of statutory duty). The liability restrictions in this section, and the disclaimer of warranties in the preceding section, apply equally to Verizon's suppliers and contractors as they do to Verizon.

13. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

14. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

15. **Compliance with Law; Governing Law; Dispute Resolution.** Each party represents and warrants that it will comply with all federal, state, and local laws applicable to the provision or performance of the Services under this Agreement. This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

16. **Notice.** Except as otherwise set forth in any other clause of this Agreement, any notice required to be given under this Agreement will be in writing, and transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail, that includes return of proof of receipt, to Customer at the address set out in page 1 of the Agreement, and to Verizon at the addresses below. Notice sent in accordance with this clause will be deemed effective when received, except for email notice which will be deemed effective the day after being sent. A party may from time to time designate another address or addresses by written notice to the other party in compliance with this clause.

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service

Verizon Business Services
500 Summit Lake Drive - Office 4-04
Valhalla, NY 10595
Attn: Vice President, Legal

Email: notice@verizon.com with a subject of 'OFFICIAL LEGAL NOTICE'

17. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

18. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both parties.

**VERIZON
PROFESSIONAL SERVICES ATTACHMENT**

PROVISIONS APPLICABLE TO ALL PROFESSIONAL SERVICES:

1. Scope of Services.

- 1.1 **Service Provider.** The products and services under this services attachment ("Service Attachment") and related Statements of Work ("SOW") and service order forms ("SOF") are provided by the entities indicated in the applicable SOF (referred to herein, individually and collectively, as "Verizon") except as otherwise explicitly noted. References to Verizon in this Agreement include all Verizon agents and contractors providing services hereunder.
- 1.2 **Professional Services.** Verizon will provide the technical and consultative services, as well as deliver any reports or other deliverables (collectively, "Deliverables"), specified in the applicable SOW and related SOF and agreed to under this Service Attachment. Such services and Deliverables are collectively referred to in this Service Attachment as the "Professional Services". The Professional Services under a particular SOW are referred to as a "Project".
- 1.3 **SOW and Terms and Conditions.** The SOW, as supplemented by this Service Attachment, and the master services agreement (which may be a Verizon Service Agreement, an International Master Services Agreement, Worldwide Services Agreement, Security Services Agreement, Asia Pacific Services Agreement, or other form of Verizon master services agreement) ("Master Terms") of which it is a part, sets forth the terms and conditions for each Project (collectively, the "Agreement"). To the extent there is any conflict between a SOW, the Service Attachment and the Master Terms, the order of precedence is: (a) Service Attachment, (b) Master Terms and (c) SOW. All SOWs must be in writing, be accompanied by an SOF signed by an authorized representative of each party, and refer to the Agreement by number or by title and date.
- 1.4 **Conditions.** A SOW may identify assumptions, expectations and dependencies on which the SOW is based ("Conditions"). Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that the failure of a Condition to be met has adversely impacted Verizon's likely costs, required effort, timelines or other any aspect of the performance of the Professional Services and delivery of the Deliverables, and Verizon proposes a SOW amendment to cure it, the parties will work diligently to reach agreement on a SOW amendment to cure the impact on Verizon, and, without limiting any other Verizon right or remedy under this Agreement or at law, Verizon may suspend work on the Project until the parties have reached that agreement. The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not.
- 1.5 **Amendments to SOW.**
- 1.5.1 Either party may propose an amendment to a SOW by submitting a written request for a change to the other party's project manager. All written submissions proposing an amendment may be by email.
- 1.5.2 Verizon will document the request for change via a formal project change request, which will set forth the terms and conditions for the changes requested.
- 1.5.3 If Customer agrees in writing to the project change request and authorised representatives of both the Customer and Verizon execute the formal change request, then the SOW is thereby deemed amended by the change request and both parties will perform their obligations under the SOW as amended.
- 1.6 **Performance.** Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants). While working on a Customer site, Verizon will abide by Customer's stated security rules for the site provided those rules are provided to Verizon in advance of any site visits. Except as stated otherwise in a SOW, each Deliverable and the Professional Services altogether are deemed accepted and complete upon the earlier of either: (a) use by Customer, or (b) 5 days after delivery/performance unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that the Deliverable or Professional Services altogether (as applicable) fails to meet the acceptance criteria in SOW (if any) or the requirements of the Agreement.

2. Customer Obligations.

- 2.1 **Assistance.** Customer agrees to provide working space and facilities and any other assistance and support that Verizon may reasonably request in order to perform the Professional Services. Without limiting the foregoing, Customer will (a) make any systems to be tested as part of the Professional Services available through the duration of the testing period; (b) ensure that any systems to be tested will have normal operating throughput; (c) make any systems to be tested available from the Internet, or provide alternative means of connectivity to the Verizon testing location; (d) provide all systems, policy, process and other documentation reasonably requested; (e) make available all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) to Verizon during the period of performance; (f) provide Verizon with a list of appropriate contact personnel including after-hours emergency contact numbers, if requested; and (g) participate in meetings requested by Verizon as may be reasonably required to perform the Professional Services. Customer shall comply with all other obligations set forth in the Agreement. Without limiting any other Verizon right or remedy under this Agreement or at law, Verizon is excused from any failure or delay resulting from Customer's failure to fulfill its obligations under the Agreement in a timely manner.
- 2.2 **Authority to Permit Professional Services.** Customer represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Professional Services provided in the manner as agreed upon in the SOW; (b) it has obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide the Professional Services in the manner as agreed in the SOW; and (c) it will use the Professional Services for lawful purposes only. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of the foregoing representation and warranty.
3. **Term.** An SOW will automatically expire upon completion of the Project or upon reaching the end of the contract term as indicated in the SOF, whichever comes first. Either party may terminate a SOW (even before it is completed) according to the same terms under which the Agreement could be terminated, except to the extent the SOW states otherwise. Upon termination of a SOW or the Agreement for any reason, each party will promptly return to the other all copies of any data, records, or materials of whatever nature or kind, owned by the other party (or its subcontractors, consultants, or suppliers). Verizon also will furnish to Customer any Customer-owned work in progress for which payment has been received. Verizon may terminate a SOW if the parties have not agreed on a proposed SOW amendment to cure the impact on Verizon from an unmet Condition within 45 days of Verizon providing the applicable project change request to Customer. Without limiting any other Verizon right or remedy under this Agreement or at law, if a SOW is terminated by Customer for any reason other than Cause or by Verizon for Cause or pursuant to this Section 3, Customer agrees to pay Verizon: (a) all accrued but unpaid charges incurred through the date of such termination; and (b) an amount equal to seventy five per cent (75%) of any remaining fixed charges under the SOW. Customer acknowledges any payment to be made pursuant to the preceding sentence is a genuine pre-estimate of the loss suffered by Verizon as a result of the early termination of the SOW and not a penalty and will become due and payable by Customer immediately upon receipt of an invoice.
4. **Rates and Charges.** Verizon will submit invoices to Customer for amounts due under the SOW as shown in a SOF. Payment terms may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance and other charges, as provided in the SOW.
- 4.1 **Purchase Orders.** If Customer indicates on the SOF that a purchase order is required, Customer must issue such purchase order to Verizon on or before the Customer signature date shown on the SOW. However, if the SOF is properly executed, but no purchase order is issued as provided above, Verizon is authorized to proceed with invoicing of any amounts due under the relevant SOF, and Customer shall pay the same, without the need for, or reference to, the purchase order. In any case, the terms and conditions of the Agreement will solely govern the Professional Services and the terms and conditions of Customer's purchase order or similar document have no force or effect except for provisions evidencing an intent to be bound by the terms and conditions of an agreement between Customer and Verizon. Customer must address its purchase order to the Verizon Legal Entity named above.
- 4.2 **Invoicing and Payment.** Verizon will invoice Customer in accordance with the SOF and Customer will pay all invoiced amounts in accordance with the Agreement.

- 4.3 **Expenses.** Subject to compliance with Customer's normal and customary policies regarding substantiation and verification of business expenses, Verizon is authorized to incur customary and reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Customer will reimburse Verizon for those expenses.
5. **Confidentiality.** Verizon may disclose Confidential Information to subcontractors and consultants for the purpose of performing the Professional Services.
6. **Customer's Use of Deliverables.**
- 6.1 **License to use Deliverables.** Verizon grants to Customer a non-exclusive, nontransferable, license to use any Deliverables solely for Customer's internal business purposes during the term of any related Verizon service, including the right to make a reasonable number of copies of such Deliverables, if applicable, except as otherwise agreed to in a SOW.
- 6.2 **Ownership and Confidentiality of Deliverables.** As between Verizon and Customer, all right, title and interest in any Deliverable is owned by Verizon and both the Deliverable and any information, materials, methodologies or know-how used by Verizon in connection with any Deliverable, is the Confidential Information of Verizon, except for (a) any Customer-owned information or materials that pre-existed the signing of the applicable SOF, and (b) as otherwise agreed to in a SOW.
- 6.3 **Verizon Reservation of Rights.** Except as expressly granted herein, Customer receives no ownership, license, or other interest in any intellectual property or proprietary information created or delivered by Verizon, whether in connection with its performance of this Agreement or otherwise.
7. **Warranties and Disclaimers.**
- 7.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the parties in a SOW.
- 7.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer hereby assumes the sole responsibility for the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon.
- 7.3 **Verizon's Disclaimer of Warranties.** Without limiting anything else in this Service Attachment, the disclaimer of warranties in the Master Terms applies to this Service Attachment. Any Verizon warranty applies to Customer only.
8. **DELETED.**
9. **Limitation of Liability.**
- 9.1 **Third Party Products and Services.** Verizon may direct Customer to third parties having products or services which may be of interest to Customer for use in conjunction with the Professional Services. Notwithstanding any Verizon recommendation, referral or introduction, Customer will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services, and for any contracts Customer enters into with third parties. Verizon has no liability with respect to claims related to or arising from use of third-party products and services. This provision does not apply to the work of subcontractors or other agents that is done on Verizon's behalf.
- 9.2 **Disclaimer of Liability.** Without limiting the liability disclaimers in the Master Terms, Verizon is not liable for any loss of or damage to Customer data. Customer is responsible for backing up all data.
- 9.3 **Extent of Verizon's Liability.** Without limiting the liability disclaimers in the preceding subsection and the Master Terms, the total liability of Verizon to Customer may not exceed the lesser of (a) direct damages proven

by the moving Party or (b) the aggregate amounts due from Customer to Verizon under the Agreement for the 6 month period prior to accrual of the claim for the portion of the Professional Service which forms the basis for such claim, except that this limitation does not apply to actual, direct damages to real property or tangible personal property or for personal injury or death, resulting from Verizon's negligence or willful misconduct. Under no circumstances will either party be liable for damages that could have been avoided by the other party's exercise of reasonable diligence. No cause of action, howsoever arising, which accrued more than 1 year prior to the institution of a legal proceeding alleging such cause of action, may be asserted by either party against the other, to the extent permitted by law.

10. **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment ("Diagnostic Facilities") to Customer's communications network and equipment ("Customer Network") for purposes of performing the Professional Services. Verizon has no liability or obligation for: (a) the installation, operation or maintenance of the Customer Network; (b) the availability, capacity and/or condition of the Customer Network; or (c) any adverse impact of the Professional Services on the Customer Network. The Diagnostic Facilities will remain the property of Verizon and Customer will not have any right or interest in them. Customer may not move, alter, or attach anything to the Diagnostic Facilities without Verizon's prior written consent. Customer is responsible for any damage to or loss of the Diagnostic Facilities, unless caused solely by Verizon's negligence or willful misconduct.
11. **Independent Contractors.** The parties are independent contractors to one another, and nothing in the Agreement and no action taken pursuant to the Agreement creates an agency, partnership, association, joint venture, or other co-operative entity relationship between them. Nothing in this Agreement creates an employer-employee relationship between Customer and either Verizon or any employee or agent of Verizon.
12. **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed between the hours of 9:00 a.m. and 6:00 pm (local time where Professional Services are performed) Monday through Friday excluding public and generally observed holidays where the Professional Services are performed.
13. **Geographic Limitations.** Unless expressly stated to the contrary in the SOW, Professional Services are offered to Customer only within those jurisdiction(s) where the Verizon entities identified in the SOW as performing the Professional Services are incorporated and are legally entitled to perform the Professional Services. Unless expressly stated to the contrary in the SOW, if the foregoing conditions are not met in relation to the SOW, Verizon may terminate the SOW by notice in writing to Customer and the SOW has no further effect.
14. **Compliance with Laws.** The Professional Services are provided subject to all applicable laws and regulations. Customer will comply, and ensure that users of the Services comply, with all applicable laws and regulations including without limitation: (i) local license or permit requirements; and (ii) applicable export/re-export, sanctions, import and customs laws and regulations. Verizon makes no representation as to whether any regulatory approvals required by Customer to use the Professional Services will be granted.
15. **Non-Solicitation of Employees.** Except with the prior written consent of the other party, both parties agree that, during the term of a Project and for a period of 12 months thereafter, they shall not directly solicit, divert or recruit any employee of the other, who is or was involved in the performance of the Project at any time during the term of the Project, to leave such employment. This restriction does not prevent a party from considering for employment any individual, whether or not an employee of the other party, who has responded to a general public solicitation.
16. **Professional Services relating to Security.**
 - 16.1 **Customer Acknowledgement.** Customer accepts and agrees that Professional Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution, and Customer is always responsible for exercising care reasonable under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard. Customer acknowledges, in particular, that (a) it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, (b) that unauthorized access may occur and (c) that impenetrable security can not be attained.
 - 16.2 **Risks Associated with Assessment Services.** Professional Services relating to security may include penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities ("Assessment Services") targeting certain IP addresses, network domains or segments,

telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals ("Service Target"). Assessment Services may also include testing the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a third party, whether an outside service provider to Customer or another type of Customer business partner ("Customer OSP"), and/or testing and auditing the security awareness of Customer's and Customer OSP's employees and personnel. Such activities also include deceptive testing activities to gain "unauthorized access" to Customer's network systems or confidential security related information ("CS Information"). Such "unauthorized access" is used to describe Verizon's attempts to gain access to Customer's network and information through testing activities that are not authorized by Customer's network security policies so as to exploit Customer's network and CS Information security vulnerabilities. Reference to "unauthorized access" does not mean that Customer has prohibited authorization of the testing activities themselves. Customer acknowledges that certain risks are inherent in Assessment Services and, without limiting the foregoing, that Assessment Services may, in some circumstances, result in adverse consequences including, without limitation, performance degradation, loss of, disruption to or unavailability of, the Service Target or loss of connection, data or utilities. Customer agrees to assume all risk for any adverse consequences resulting from or associated with: (a) the Assessment Services; and (b) the timeframe within which it elects or authorizes Verizon to perform the Assessment Services. Verizon shall take reasonable steps to mitigate risks from Assessment Services; however, Customer understands that such risks cannot be eliminated. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). The foregoing indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are or are found to be (a) knowingly outside the scope of the Assessment Services agreed upon, or (ii) reckless, wanton, malicious, illegal or deliberately negligent.

Corporate Policy Statement

Policy No.: CPS-103
Issued: December 6, 2010
Subject: Authority to Approve Transactions



APPENDIX 4
VERIZON BUSINESS
CPS- 103 LETTER OF DELEGATION OF AUTHORITY
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

Patricia L Myers, Manager, Contract Management (redacted);
Marsha K Harrell, Senior Analyst, Contract Management (redacted); and
Jacqualynn A Whiting, Director, Pricing & Contract Management (redacted)

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, SVP & CMO, Blue Ink Stamp Policy*.

This will be effective beginning on July 1, 2017 and ending on June 30, 2018 or before if rescinded by me.

(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)

Distribution:

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at corporatefinancecompliance@core.verizon.com; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Anthony Recine 6/17/17
Signature Date

Anthony Recine
Name VZ ID

SVP & CMO (Band 4)

(redacted)
Responsibility Code or Cost Center Code

Jacqualynn A Whiting 6/15/17
Delegate's Signature - Jacqualynn A Whiting

Patricia L Myers 6/16/17
Delegate's Signature - Patricia L Myers

Marsha K Harrell 6/13/17
Delegate's Signature - Marsha K Harrell

**PROFESSIONAL SERVICES
STATEMENT OF WORK ID O-2258410
State of West Virginia Solicitation CRFQ 0210 ISC 1800000010
TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT**

This SOW amends and is a part of the Verizon Professional Services Service Attachment and related master services agreement (collectively, the "Agreement"), identified by Verizon Contract Identification Number above by and between Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon") and State of West Virginia ("Customer"). Terms not defined herein are defined as found in the Agreement.

1. Description of Services.

Verizon Professional Services (PS) will provide professional services resources for State of West Virginia's Palo Alto Next-Generation Firewall infrastructure per the specific RFQ. Specific to the RFQ, Verizon PS will provide the following types of resources in support of a phased implementation approach for implementing advanced security capabilities on the State's enterprise network. Verizon will also provide training on next-gen Palo Alto firewalls as stated herein both on-site and remotely.

Network Enterprise Architect

Network Enterprise Architect with at least five (5) years' experience in the design, implementation, configuration, and management of a large network enterprise of over 20,000 users and 35,000 devices.

Next Generation Firewall Engineer

Next-Gen Firewall Engineer with, at least, three (3) years' experience in the design, implementation, configuration and management of Next-Gen firewalls in a large network enterprise of over 20,000 users and 35,000 devices.

Next-Generation Firewall Consultant

Vendor must provide a Next-Gen Firewall Consultant with, at least, three (3) years' experience in Next-Gen Firewall technology consulting of over 20,000 users and 35,000 devices.

Project Manager/Coordinator

Project Manager/Coordinator with, at least, three (3) years of experience in information technology project management.

Next Gen Firewall Training Onsite

A daily rate for on-site training by a Next-Gen Firewall Trainer for up to 5 students.

Next Gen Firewall Training Remote

A daily rate for remote training by a Next-Gen Firewall Trainer for up to 5 students, when remote training is the most feasible and cost-effective solution.

All Roles described above are made available by Verizon and optional in years 2,3, and 4 as requested by SoWV.

2. Scope of Work.

Verizon Professional Services will collaborate with State of WV to determine and document an agreed upon phased approach and desired outcomes and features of "advanced security capability" on the following Palo Alto next generation Firewall environment:

1x PA5060 HA Pair with Threat Prevention, URL Filtering, Palo Alto WildFire

1x PA5060 HA Pair with Threat Prevention, URL Filtering, Palo Alto WildFire

1x instance of Panorama

1x PA500 with no subscriptions

2x PA220 Lab units

Verizon will collaborate with client to determine and document the desired outcomes, features, and acceptance criteria and proceed with implementation only with signed agreement of key resource(s) from State of West Virginia.

2.1 Project Management

Verizon will assign a project manager who will coordinate the activities of Verizon PS, collaborate with State of WV point of project, document milestones, issues, progress, and conduct weekly meetings with the coordination of State of West Virginia. Verizon will produce a document of acceptance criteria to be agreed upon with State of West Virginia for the project, for various sub-phases of the project so that all parties can confirm and provides signature acceptance of the project, sub-projects, phases and sub-phases of the implementation.

Customer will appoint a single point of contact or program management team to coordinate the Project activities with Verizon and ensure timely data flow and exchange of information required for execution of the Project within the agreed time frame.

Verizon will work with Customer to schedule a kick-off meeting to initiate the Project. Verizon and Customer will collaborate to determine required stakeholders and other attendees, agenda, and meeting location (i.e. on site or virtual). At or before the kick-off meeting, Customer shall provide a list of contact personnel with "after hours" emergency contact numbers and on-site authorization documentation (where applicable). As an output of the meeting, Verizon will produce an agreed project plan, which specifies resources, dates, times, and locations for the Project tasks (the "Project Plan").]

- 3. Deliverables and Documentation to be produced by Verizon.** Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms. Verizon will provide:

Documentation describing a phased approach to implementation of 'advanced cybersecurity capability.'

Documentation describing Verizon's approach and methodology to implementation of 'advanced cybersecurity capability.'

Documented acceptance criteria for the implementation of the 'advanced cybersecurity capability' which may include milestones depending on the agreed upon approach. This mutually derived acceptance criteria represents acceptance by State of West Virginia of Verizon's work in this implementation.

3.1 The Project Plan

3.2 The Weekly Reports

3.3 A report that describes the scope and performance of the Professional Services (the "Report"). The Report will include an executive summary and a description of 'advanced cybersecurity capability.' The contents of the Report will be reviewed with Customer remotely via telephone.

3.4 Verizon will also provide to Customer a letter (the "Letter") in the form of a statement of opinion that describes the nature and timing of the Professional Services. Additional Professional Services details may be provided in the Letter upon mutual agreement.

4. **Documentation to be produced by Customer and Customer Obligations (if any).** Delivery of the Professional Services by Verizon is dependent on Customer's performance of the following:

4.1 Customer will provide background documentation on current network and security architecture, device configurations and, where relevant, standard operating procedures documents as related to and required by Verizon PS to accomplish the goals of the engagement.

4.2 Customer agrees to provide the assistance as defined under Customer Obligation section of the Professional Services Service Attachment.

4.3 Customer will provide a single point of contact or program management team, contact personnel information, and on-site authorization documentation as stated above.

5. **Assumptions (if any).** Delivery of the Professional Services by Verizon is predicated on the following assumptions and conditions:

5.1 The Professional Services are based on Verizon's understanding of Customer's requirements as documented in this SOW and the SOF. Should the scope of the Project change, Verizon will continue work only after mutual execution of a change order as an amendment to the SOW or SOF in accordance with the Professional Services Service Attachment.

5.2 Verizon assumes that the equipment and systems listed herein pertinent to this engagement are in operational working order and do not require installation or basic configuration by Verizon Professional Services.

5.3 Customer is responsible for the implementation of any changes under this SOW to applications or devices managed by Customer or Customer's service providers.

- 5.4 Access to the Customer contacts and resources must be provided by Customer during designated time frames, which will be established during the Project kick-off meeting. The failure to provide this timely access could delay completion of the Professional Services.
- 5.5 Customer retains responsibility for any coordination of the Professional Services to be performed at a business partner location.
- 5.6 Customer represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Professional Services provided in the manner as agreed upon in the SOW; (b) it has obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide the Professional Services in the manner as agreed in the SOW; and (c) it will use the Professional Services for lawful purposes only. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of the foregoing representation and warranty.
- 5.7 Professional Services will be performed between the hours of 8:00 a.m. and 5:00 p.m. (local time where Professional Services are performed) Monday through Friday excluding public and generally observed holidays where the Professional Services are performed.

6. Acceptance Criteria for the Project or Deliverable(s) (if any).

Verizon will collaborate with State of West Virginia key resources to mutually determine the acceptance criteria for this project to deliver 'advanced cybersecurity capability.'

Attachment 1 – Service Order Form

State of West Virginia (Customer Signatory) Jessica S. Chambers Jessica.s.chambers@wv.gov	Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services (Verizon Signatory)
Registered Office Address: 2019 Washington St. East, Charleston, WV, 25305, USA	Registered Office Address: Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com
Customer Signature:	Verizon Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Service Provided by MCI Communications Services, Inc. d/b/a Verizon Business Services.

Order Information:

Verizon Legal Entity Address	Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com
Contract ID	12345578
SOF#	00303703
SOW#	O-2258410
Service Activation Date	Upon Full Execution of SOF
Term	12 months

Service Billed to:

Registered Company Name	State of West Virginia	
VAT/GST/Consumption Tax Number (as applicable)	TBA	
Tax exempt: (if yes, valid exemption certificate must be provided for invoiced entity)	No	
CIN/Registration Number (as applicable)	0210 ISC 1800000010	
Bill To Address	2019 Washington St. East	
Town/City	Charleston	
Province/County/State (as applicable)	WV	
Postal Code	25305	
Country	USA	

Billing Language:	English
Corp ID/BAN No. (as applicable): TBA	Existing: No
Billing Contact Name: Jessica S. Chambers	Email: Jessica.s.chambers@wv.gov
Telephone No:	Fax No: (304) 558-4115

Contract Information:

Master Agreement – contract ID no	12345578
Professional Services Service Attachment to Master Agreement – Document ID:	SAR-0002694

Pricing or promotional benefits in this Service Order Form ("SOF") may not be available unless it is signed and delivered to Verizon prior to Thursday, May 31, 2018.

Purchase Order Details:

Purchase order is not required.

Currency:

Currency	
All charges and amounts indicated herein are expressed and will be billed in the following currency:	USD (\$)

Service Order Details – Security Infrastructure Pro Serv – Professional Services

Service Delivered to:

Site Name	Purchasing Division
Street Address 1	State of WV Purchasing Division
Street Address 2	2019 Washington St. East
Town/City	Charleston
Province/County/State (as applicable)	WV
Postal Code	25305
Country	USA
Contact Name: Bid Clerk	Email: tba
Contact Phone: tba	Fax No: tba

Rates and Charges:

Part A: Professional Services on Time and Materials Basis				
Time and Materials – Uncapped time and materials (estimate)				
Invoicing Schedule				
Professional Services provided on a time and materials			Monthly in arrears of performance / consumption	
Y1 Resource	SoWV Descriptions	Hourly Rate (USD)	Number of Hours	Charges (USD)
Senior Consultant	Next Generation Firewall Engineer	184.00	100	\$18,400.00
Network Engineer	Network Enterprise Architect	144.00	100	\$14,400.00
Consultant	Next-Generation Firewall Consultant	168.00	100	\$16,800.00
Project Manager	Project Manager/Coordinator	176.00	100	\$17,600.00
Consultant	Next Gen Firewall Training Onsite (using VZ Cons.)	168.00	10	\$1,680.00
Consultant	Next Gen Firewall Training Remote	168.00	10	\$1,680.00
Y1 Totals (cumulative/annual)			520 hrs. total	\$70,560.00
CONTRACT Totals Y1-4			2080 Total Hours	\$282,240.00

Part B: Professional Services Travel and Expenses – Actual	
Invoicing Schedule	
None – Not Applicable	
Part C: Payment Terms	
Payment Terms:	Payment terms as indicated in the Master Agreement / PSA.